



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally Peters, Deputy Clerk/Administrative Assistant
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 March 14, 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: 3/28/2022 OPEN SESSION																																	
SUBJECT	February & March 2022 Service Awards																																
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer																																
PHONE # OR EXTENSION #	830-249-9343 ext 220																																
TIME NEEDED FOR PRESENTATION	5 Minutes																																
WORDING OF AGENDA ITEM	<table><tr><td>February</td><td></td><td></td><td></td></tr><tr><td>Pedro Fernandez</td><td>Facilities</td><td>15 Years</td><td></td></tr><tr><td colspan="4">March</td></tr><tr><td>David Sueltenfuss</td><td>Health Dept</td><td>5 Years</td><td></td></tr><tr><td>Julio Chavira</td><td>EMS</td><td>5 years</td><td></td></tr><tr><td>Donald Davis</td><td>EMS</td><td>5 years</td><td></td></tr><tr><td>David Harmon</td><td>EMS</td><td>10 years</td><td></td></tr><tr><td>Robert Kinsey</td><td>Facilities</td><td>15 years</td><td></td></tr></table>	February				Pedro Fernandez	Facilities	15 Years		March				David Sueltenfuss	Health Dept	5 Years		Julio Chavira	EMS	5 years		Donald Davis	EMS	5 years		David Harmon	EMS	10 years		Robert Kinsey	Facilities	15 years	
February																																	
Pedro Fernandez	Facilities	15 Years																															
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David Sueltenfuss	Health Dept	5 Years																															
Julio Chavira	EMS	5 years																															
Donald Davis	EMS	5 years																															
David Harmon	EMS	10 years																															
Robert Kinsey	Facilities	15 years																															
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county																																
WHO WILL THIS AFFECT?	Countywide																																
ADDITIONAL INFORMATION	None																																



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 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: MARCH 28, 2022

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

NON-DEPARTMENTAL:

10-409-53101	OFFICE SUPPLIES - CO STOCK	+	1,000
10-409-54061	COUNTY APPRAISAL DISTRICT	+	13,810
10-409-54861	CONTRACT SERVICES	+	3,000
10-401-56040	CONTINGENCIES - RADIO EQUIPMENT	-	17,810

JUSTICE OF THE PEACE, PCT. 2:

10-456-54600	RENT - BLDGS/OFFICE SPACE	+	235
10-456-53330	OPERATING	-	235

COUNTY AUDITOR:

10-495-53100	OFFICE SUPPLIES	+	1,000
10-495-53330	OPERATING	+	2,000
10-495-54270	CONFERENCE/TRAINING	+	1,500
10-495-54523	SOFTWARE MAINTENANCE	+	8,640
10-409-52060	UNEMPLOYMENT INSURANCE	-	1,500
10-409-54010	ACCOUNTING/AUDITING	-	3,000
10-401-56040	CONTINGENCIES - RADIO EQUIPMENT	-	8,640

COUNTY TAX A/C:

10-499-54061	COUNTY APPRAISAL DISTRICT	+	6,492
10-401-56040	CONTINGENCIES - RADIO EQUIPMENT	-	6,492

COUNTY BRUSH SITE:

10-596-54861	CONTRACT SERVICES	+	6,500
10-401-56040	CONTINGENCIES - RADIO EQUIPMENT	-	6,500

PARKS:

10-660-54531	SMALL EQUIP - REPAIR & MAINT	+	1,500
10-660-54630	RENT - OTHER EQUIPMENT	-	1,500



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 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: 3/28/2022 OPEN SESSION	
SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the Fees of Office Report for February 2022.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

Fees Of Office Report FY'22

[illegible]



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 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 February 2022.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court March 28, 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 February 1, 2022 to February 28, 2022.

Monetary Donations:

Date	Amount	Received From	Description of Donation	Specific Department or Purpose
02/02/22	\$20.00	Anonymous	Cash	Animal Control
02/02/22	\$200.00	Nancy Arthur	Cash	Animal Control
02/07/22	\$40.00	Sergio Flores	Cash	Animal Control
02/16/22	\$5.00	Vicki Goodall	Cash	Animal Control
02/17/22	\$65.00	Robert Easterling	Credit Card	Animal Control
02/27/22	\$5.00	Micky Standefor	Credit Card	Animal Control
02/18/22	\$25.00	Tiffani Gallardo	Credit Card	Animal Control
02/19/22	\$71.69	Ellory Hulce	Cash	Animal Control
02/22/22	\$100.00	Jake Watson	Credit Card	Animal Control
02/25/22	\$3,100.00	Subaru Dealership	Cash	Animal Control

Other Donations:

Date	Received From	Description of Donation	Specific Department or Purpose
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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	FY 2021 Detention Commissary Audit
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	Presentation of the FY 2021 Detention Commissary Audit as required by LGC 351.0415.
REASON FOR AGENDA ITEM	Present the FY 2021 Detention Commissary Audit
WHO WILL THIS AFFECT?	County Sheriff, Lt. Green
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Surplus and Salvage Property, County Auction
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to declare the attached list as surplus and salvage property and to proceed with disposition through an online county auction.
REASON FOR AGENDA ITEM	Items need to be sold in the auction as they are no longer useful for the County.
WHO WILL THIS AFFECT?	Countywide Departments
ADDITIONAL INFORMATION	None

March 28, 2022 Commissioners Court

Surplus Items

Asset ID	Description
1688	Motor Grader(Traded In) and was Replaced
1776	MSA Orion Multigas Detector
2668	2007 Chevrolet Pickup Unit 106 (Co. Purchased May 2007)
3590	HP 6000 Pro Tower
3604	Ford Crown Victoria Unit 1104 (Co. Purchased Mar. 2011)
3728	Stalker Radar
3914	HP 24 Port Switch
3929	2013 Ford Interceptor Unit 1302 (Co. Purchased Nov. 2012)
3931	2013 Ford 4Dr Unit 1304 (Co. Purchased Nov. 2012)
4297	2013 Chevy Tahoe Unit 1307 (Co. Purchased Oct. 2013)
4299	2013 Chevy Tahoe Unit 1309 (Co. Purchased Oct. 2013)
4396	2007 Ford 500 Unit 2712 (Co. Purchased May 2014)
4398	Dell Optiplex 3020
4401	HP Touchsmart Laptop
4617	ZBOOK 17 G2
4635	Dell All in One PC
4640	Dell All in One PC
4648	Microsoft Surface Pro 4
4680	Dell Optiplex 9030 All in One PC
4811	Dell All in One PC (No Stand)
4814	Dell Optiplex 7440 All in One PC
4818	Stalker Radar
4845	Dell Optiplex 7440 All in one PC
4858	Dell Optiplex 7440 All in One PC
4883	Dell Optiplex 7440 All in One PC
4884	Dell Optiplex 7440 All in One PC
4885	Dell Optiplex 7440 All in One PC
4886	Dell Optiplex 7440 All in One PC
4887	Dell Optiplex 7440 All in One PC
4889	Dell All in One PC (No Stand)
4893	Dell Optiplex 7440 All in One PC
4894	Dell All in One PC
4895	Dell All in One PC
4899	Lenovo Thinkpad Laptop
4914	Dell All in One PC
4919	Dell All in One PC
4985	Dell All in One PC
No Tag	1991 Chevy (Seized Vehicle)
No Tag	2006 Hummer LL (Seized Vehicle)
No Tag	2012 Maserati GSS Coupe (Seized Vehicle)
No Tag	Level & Rod Shooting Grade
No Tag	Various Furniture- Desk, Filing Cabinets

No Tag	Propane Tank 500 Gallons
No Tag	5 Cattle Guards
No Tag	3 Chainsaws
No Tag	Various Watch Guards & Radars
No Tag	Vent Hood that came out Processing Room at Sheriff's Office
No Tag	2 Ford Truck Beds
No Tag	10 Steel Cages



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022
OPEN SESSION

SUBJECT	DebtBook Contract
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the contract for DebtBook software and support services.
REASON FOR AGENDA ITEM	To approve new contract.
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	No



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Investment Report 1st Qtr FY 2022 (Oct, Nov, Dec)
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 Investment Report 1st Qtr FY 2022 (Oct, Nov, Dec)
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is located on the County website under departments, County Treasurer once approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County Investment Summary FY 2022

INTEREST ON INVESTMENTS

1st QTR Oct-Dec 2021 FY 2022

Total interest on Frost accounts	\$	267.17
Total interest on Logic Accounts	\$	4,263.41
Total interest on CD's	\$	1,648.87
TOTAL INTEREST	\$	6,179.45

TOTAL INVESTMENTS at QTR END

Total investments in Logic	\$	36,920,872.40
Total investment in CD's	\$	1,494,000.00
TOTAL INVESTMENTS	\$	38,414,872.40

Investment report prepared by the Treasurer

Sheryl D'Spain

Date:

3/8/2022

Investment report examined and approved by the Auditor's office

Corinna Speer

Date:

3/21/22

Logic FY 2022

1st Quarter FY 2022 Oct-Dec 2021	Beginning Balance	Oct. Int. 0.0359%	Nov. Int. 0.0391%	Dec. Int. 0.0737%	Deposits Oct	Deposits Nov	Deposits Dec	Withdrawals Oct	Withdrawals Nov	Withdrawals Dec	Ending Qtr. Balance
General	\$17,173,224.49	\$539.59	\$912.41	\$1,825.31	\$3,000,000.00	\$9,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,176,501.80
Road & Bridge	\$1,447,189.11	\$44.15	\$46.52	\$90.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,447,370.34
Courthouse Sec	\$26,596.35	\$0.78	\$0.86	\$1.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,599.63
Lateral Road & Bridge	\$211,214.32	\$6.43	\$6.79	\$13.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,240.75
Cty Clk Recs Mgmt	\$349,379.16	\$10.65	\$11.22	\$21.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$349,422.90
Cty Clk Rec Arc	\$272,020.71	\$8.29	\$8.75	\$17.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$272,054.77
Juv Prob Title IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Marshall	\$185,712.34	\$5.65	\$5.96	\$11.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,735.57
Coronavirus Local Fis	\$4,606,732.22	\$140.54	\$142.41	\$266.06	\$0.00	\$0.00	\$0.00	\$354,325.59	\$0.00	\$0.00	\$4,252,955.64
2007 Lim Tax Obl	\$205,051.66	\$6.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$205,057.92	\$0.00	\$0.00
2013 Unlim Tax Rd Bd	\$200,055.46	\$6.10	\$6.43	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,080.49
2014 Lim Tax Ref Bond	\$80,883.06	\$2.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,885.51	\$0.00	\$0.00
2016 LTD Tax Gen Obl	\$404,685.70	\$12.36	\$22.23	\$43.24	\$0.00	\$285,943.43	\$0.00	\$0.00	\$0.00	\$0.00	\$690,706.96
Tobacco Settlement	\$30,974.96	\$0.96	\$1.01	\$1.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,978.83
Federal SO Fort	\$77,215.04	\$2.36	\$2.49	\$4.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,224.72
Trust Account	\$22.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.49	\$0.00	\$0.00	\$0.00
TOTAL	\$25,270,957.07	\$786.57	\$1,167.08	\$2,309.76	\$3,000,000.00	\$9,285,943.43	\$0.00	\$354,348.08	\$285,943.43	0.00	\$36,920,872.40

FROST BANK INTEREST FY 2022

1st Qtr Oct-Dec FY 2022	Oct. Int	Nov. Int.	Dec. Int	Total Qtr Int Earned
Account Name	0.01%	0.01%	0.01%	
General (10)	\$38.11	\$46.19	\$47.60	\$131.90
Local (85)	\$0.17	\$0.17	\$0.17	\$0.51
Federal (87)	\$0.38	\$0.37	\$0.38	\$1.13
CDA Asset Forfeiture (88)	\$0.49	\$0.50	\$0.53	\$1.52
2007 Ltd Tax Ob Bond (62)	\$0.42	\$0.53	\$0.58	\$1.53
2013 Unlim Tax Rd Bond (63)	\$0.58	\$3.54	\$4.51	\$8.63
2014 Ltd Tax Ref Bond(64)	\$0.00	\$0.00	\$0.00	\$0.00
2016 Ltd Tax Gen Ob Bond(65)	\$1.08	\$8.20	\$10.51	\$19.79
LEC Project (72)	\$0.11	\$0.00	\$0.00	\$0.11
Trust Account (90)	\$34.36	\$33.29	\$34.40	\$102.05
Total	\$75.70	\$92.79	\$98.68	\$267.17

CD INVESTMENT LIST

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE
Hondo	50946	\$250,000.00	1/5/2022	Qtr	0.50%
Texas Heritage	54659	\$249,000.00	12/5/2022	Monthly	0.25%
Texas Regional	20647	\$250,000.00	5/27/2023	Qtr	0.60%
Randolph Brooks	143831	\$245,000.00	1/7/2022	Monthly	0.55%
Security Service	9080	\$250,000.00	1/19/2022	Monthly	0.40%
Security State	60000022	\$250,000.00	6/7/2022	Monthly	0.30%

CD Interest FY 2022

1st Qtr FY 2022 October-December					Total CD interest earned
BANK NAME	ACCT NUMBER	Oct. Int.	Nov. Int.	Dec. Int.	
Texas Regional	20647	\$ -	\$ 378.08	\$ -	\$ 378.08
Hondo	50946	\$ -	\$ 315.07	\$ -	\$ 315.07
Randolph Brooks	143831	\$ 114.45	\$ 110.75	\$ 114.45	\$ 339.65
Security Service	9080	\$ 82.19	\$ 84.94	\$ 82.19	\$ 249.32
Security State	60000022	\$ 63.70	\$ 61.64	\$ 63.70	\$ 189.04
Texas Heritage	54659	\$ 63.44	\$ 61.40	\$ 52.87	\$ 177.71
				Total Int	\$ 1,648.87



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Sales Tax Report
DEPARTMENT & PERSON MAKING REQUEST	Treasurer's office Sheryl D'Spain
PHONE # OR EXTENSION #	830-249-9343 ext. 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Presentation of Sales Tax report
REASON FOR AGENDA ITEM	To report on the portion of sales tax reimbursed from the State Comptroller's office.
IS THERE DOCUMENTATION	Yes, the report is on the County Website under departments, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



Sheryl D'Spain

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

March 28, 2022

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 March, Kendall County received collections of \$ 386,255.14 for the month of January 2022. This figure is up 20.96% from January collections the previous year. Our year-to-date collections are \$ 1,316,558.46 an increase of 18.09% from last year.

A handwritten signature in cursive script, reading "Sheryl D'Spain".

Sheryl D'Spain
Treasurer

Sales Tax Report 2022

Month collection received	Sales tax collection for month	Sales Tax Collection 2021	Sales Tax Collection 2022	% change from 2021	2021 sales tax collections year to date	2022 sales tax collections year to date	% change from 2021
Jan-22	Nov-21	\$359,460.68	\$ 426,545.06	18.66%	\$ 359,460.68	\$ 426,545.06	18.66%
Feb-22	Dec-21	\$436,045.40	\$ 503,758.26	15.53%	\$ 795,506.08	\$ 930,303.32	16.94%
Mar-22	Jan-22	\$319,337.59	\$ 386,255.14	20.96%	\$ 1,114,843.67	\$ 1,316,558.46	18.09%
Apr-22	Feb-22	\$275,737.67	\$ -	-100.00%	\$ 1,390,581.34		-100.00%
May-22	Mar-22	\$447,808.78	\$ -	-100.00%	\$ 1,838,390.12		-100.00%
Jun-22	Apr-22	\$392,171.04	\$ -	-100.00%	\$ 2,230,561.16		-100.00%
Jul-22	May-22	\$413,978.16	\$ -	-100.00%	\$ 2,644,539.32		-100.00%
Aug-22	Jun-22	\$470,203.56	\$ -	-100.00%	\$ 3,114,742.88		-100.00%
Sep-22	Jul-22	\$397,956.15	\$ -	-100.00%	\$ 3,512,699.03		-100.00%
Oct-22	Aug-22	\$386,478.00	\$ -	-100.00%	\$ 3,899,177.03		-100.00%
Nov-22	Sep-22	\$462,725.68	\$ -	-100.00%	\$ 4,361,902.71		-100.00%
Dec-22	Oct-22	\$390,764.04	\$ -	-100.00%	\$ 4,752,666.75		-100.00%

Total Sales Tax Revenue in Previous Years

Year	Total Collections	% change from previous year
2021	\$4,752,666.75	14.50%
2020	\$4,154,752.11	8.45%
2019	\$3,831,153.66	10.34%



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 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 reinstated January 24, 2022 at 9:15 a.m. by a Commissioners Court order which will expire on Sunday, April 24, 2022.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	COVID-19 Coronavirus Update
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Update on Coronavirus COVID-19 for Kendall County.
REASON FOR AGENDA ITEM	To give any new information to the public concerning the Coronavirus COVID-19.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	DSHS Cities Readiness Initiative Grant Amendment 5
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving the Department of State Health Services Cities Readiness Initiative grant Contract No. HHS000145800001, Amendment No. 5 Renewal.
REASON FOR AGENDA ITEM	Amendment No. 5 extends the term of the contract to June 30 2023 and revises the budget to add \$10,000 in federal funding with total contract amount not to exceed \$50,000.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000145800001
AMENDMENT NO. 5
RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES, HEALTH SERVICE REGION 8** (“**System Agency**”), a pass-through entity, and **KENDALL COUNTY** (“**Grantee**”), each a “Party” and collectively the “Parties”, to that certain Cities Readiness Initiative grant Contract, effective July 1, 2018, and denominated System Agency Contract No. HHS000145800001 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to amend the Contract;

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **SECTION III, DURATION**, of the Contract Signature Document;

WHEREAS, the Parties desire to add funds to the Contract for the period from July 1, 2022, through June 30, 2023 (“Fiscal Year 2023” or “FY2023”);

WHEREAS, the Parties desire to revise the Statement of Work and the Uniform Terms and Conditions to the Contract;

WHEREAS, the Parties desire to modify the Notice to Proceed provision of the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT F.4, FFATA CERTIFICATION FORM**, into the Contract; and

WHEREAS, the Parties desire to revise **SECTION VI, LEGAL NOTICES**, of the Contract Signature Document.

NOW, THEREFORE, the Parties hereby modify the Contract as follows:

1. **SECTION III, DURATION**, of the Contract Signature Document is amended to reflect a revised termination date of **June 30, 2023**.
2. **SECTION IV, BUDGET**, of the Contract Signature Document is amended to add **\$10,000.00** in funding for the Fiscal Year 2023 as reflected in **ATTACHMENT B.4, BUDGET, (REVISED JANUARY 2022)**. The total Contract amount is not to exceed **\$50,000.00**. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

3. **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document is amended to replace System Agency information with the following:

System Agency

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, TX 78756

4. **SECTION VIII, NOTICE TO PROCEED**, of the Contract Signature Document is deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2023 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

5. **ATTACHMENT B.3, BUDGET (REVISED MARCH 2021)**, is deleted and replaced in its entirety with **ATTACHMENT B.4, BUDGET (REVISED JANUARY 2022)**.
6. **ATTACHMENT A.5, FY2023 STATEMENT OF WORK**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT C, UNIFORM TERMS AND CONDITIONS**, is deleted and replaced in its entirety with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0**.
8. **ATTACHMENT F.4, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
9. This Amendment shall be effective on July 1, 2022.
10. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT No. 5
SYSTEM AGENCY CONTRACT No. HHS000145800001

DEPARTMENT OF STATE HEALTH SERVICES KENDALL COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A.5 - FY2023 STATEMENT OF WORK

ATTACHMENT B.4 - BUDGET (REVISED JANUARY 2022)

ATTACHMENT C – HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0

ATTACHMENT F.4 - FFATA CERTIFICATION FORM

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

For the period from July 1, 2022, through June 30, 2023 only:

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness for the Cities Readiness Initiative (“CRI”).
- B.** Perform the activities required under this Contract in the following county/ies: Kendall.
- C.** Cooperate with System Agency to coordinate all planning, training, and exercises performed under this Contract with the Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of the Division for Regional and Local Health Operations, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- D.** Coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities and Councils of Government.
- E.** Address the following public health emergency preparedness capabilities:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.

6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical,

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
 14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- F.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance.
- G.** Incorporate access and functional needs partners in annual PHEP exercise. Local jurisdictions can fulfill the requirements by incorporating at least one access and functional needs (AFN) partner in a drill, a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates. Documentation must provide evidence of the AFN participation.
- H.** Complete and submit the Expanded Operational Readiness Review ("ORR") to CDC and upload supporting documentation to the System Agency via the DSHS Center for Health Emergency Preparedness and Response ("CHEPR") External SharePoint site by April 1, 2023. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- I.** Complete and submit Medical Countermeasures (MCM) Action Plans to DSHS CHEPR External SharePoint site twice a year, on September 20th and April 20th.
- J.** Conduct one (1) dispensing Full Scale Exercise ("FSE") within the designated CRI Metropolitan Statistical Area (MSA) planning areas between July 1, 2019, and June 30, 2024. The FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements. Grantee will submit FSE documentation to CDC and DSHS CHEPR External SharePoint site according to System Agency requirements.
- K.** When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

- L.** Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- M.** In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the Assigned Contract Manager in writing when this provision is implemented.
- N.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- O.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

DSHS Region 8 Preparedness and Response Program will be responsible for meeting the match requirement of the Grantee for the term of this contract.
- P.** Not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, clinical care, purchase of vehicles of any kind, uniforms or furniture, funding an award to another party or provider who is ineligible, or the purchase of incentive items.
- Q.** Not use the funding to purchase equipment or for fringe benefits. Grantee may not incorporate fringe benefits or equipment into their FY2023 Budget.
- R.** Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- S.** None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

- T.** Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
1. Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health, October 2018:
https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf;
 2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>;
 3. Preparedness program guidance(s) as provided by System Agency and CDC;
 4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11 (available by contacting the SNS Central Office Team at SNS@dshs.texas.gov);
 - a. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
 - b. Texas Health and Safety Code Chapter 81; and
 - c. Section 319C-1 of the Public Health Service ("PHS") Act (47 USC § 247d-3a), as amended.
- U.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
 3. Texas Health and Safety Code Chapter 81.

II. PERFORMANCE MEASURES

- A.** The System Agency will monitor the Grantee's performance of the requirements in this **Attachment A.5** and compliance with the Contract's terms and conditions.
- B.** Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to CRI reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year CRI base award.

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below.

Department of State Health Services

Claims Processing Unit, MC 1940

1100 West 49th Street

P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & colin.davis@dshs.texas.gov

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & colin.davis@dshs.texas.gov & cc your Assigned Contract Manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & colin.davis@dshs.texas.gov & cc your Assigned Contract Manager.

- B. Grantee will be reimbursed on a monthly basis and in accordance with the Budget outlined in this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the

ATTACHMENT A.5
FY2023 STATEMENT OF WORK
(July 1, 2022 through June 30, 2023)

advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

ATTACHMENT B.4

BUDGET (REVISED JANUARY 2022)

Budget Categories	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY21 Budget Summary (7/1/20 – 6/30/21)	FY22 Budget Summary (7/1/21 – 6/30/22)	FY23 Budget Summary (7/1/22 – 6/30/23)	Total Budget Summary
Personnel	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00	\$36,000.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00
Plus, Required Match (Cash or In-Kind)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Contract Amount	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00

As identified in this Contract and used herein, the term “Fiscal Year” or “FY” means the period from July 1 to June 30th of the following year, and does not identify a State or Federal Fiscal Year period, e.g. “Fiscal Year 2023” or “FY2023” means the period from July 1, 2022, through June 30, 2023.



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System

Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
 - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

- A. Audits.
- Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.
- B. Financial Statements.
- Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to

sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or

partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

including, but not limited to the following:

- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE**

OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- C. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

- ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take

reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	
<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Attachment F.4

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;

Sally Tom:300000

Provide compensation information here:

Certificate Of Completion

Envelope Id: E025C902F7794DF08225DBFD30BDDA9E

Status: Sent

Subject: HHS000145800001, Kendall County, A-5, CPS/CRI-8

Source Envelope:

Document Pages: 42

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.9

Record Tracking

Status: Original

3/23/2022 11:16:38 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

Judge Darrel Lux

judge@co.kendall.tx.us

Kendall County Judge

Security Level: Email, Account Authentication
(None)

Sent: 3/23/2022 11:49:36 AM

Electronic Record and Signature Disclosure:

Accepted: 2/22/2022 8:36:20 AM

ID: 8eafaf2e-0392-4d57-9fde-b0f17f3e2cde

Jonah Wilczynski

Jonah.Wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/21/2022 4:47:59 PM

ID: d7650a9c-20d7-44bd-ab29-e19e038010a4

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/21/2022 5:22:00 PM

ID: 876168f4-390a-4fbc-b7a2-48b6954f0d81

David Gruber

David.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/3/2021 4:48:45 PM

ID: bd2f4497-b4dc-4c51-9974-71b86780cff4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Jeff Fincke jfincke@co.kendall.tx.us Emergency Management Kendall County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/23/2022 11:49:35 AM Viewed: 3/23/2022 12:44:37 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2022 11:49:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022
OPEN SESSION

SUBJECT	Purchase of Hand Held Radios to replace out of service units.
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMC, Chair of the Radio Committee
PHONE # OR EXTENSION #	830 249-3721 ext 451
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Discussion and action on the recommendations of the Radio Committee on the purchase of new Hand Held Radios to replace out of life units currently in use.
REASON FOR AGENDA ITEM	Current Harris Hand Held unit have reached their end of life and or harder to get worked on and get parts for if needed.
WHO WILL THIS AFFECT?	Law Enforcement, Fire Department, Road & Bridge, EMS and a few others with Harris XG 75 Radios.
ADDITIONAL INFORMATION	Budget - not sure of amount budget vs cost to replace.

Radio Proposals

Make	Harris	Harris	Motorola	Motorola
Model	XL95P	XL200P	APX6000	APX8000
Band	700/800	700/800/VHF	700/800	700/800/VHF
Cost	\$ 3,310.18	\$ 5,111.98	\$ 6,346.93	\$ 8,435.53
Leather Case	existing	\$ 103.67		
Label Mic/Speaker	existing	\$ 127.00	\$ 255.00	\$ 255.00
Charger	included	included	\$ 125.00	\$ 125.00
Cost per Unit	\$3,310.18	\$ 5,342.65	\$ 6,726.93	\$ 8,815.53
X 180	\$595,832.40	\$961,677.00	\$1,210,847.40	\$ 1,586,795.40
X 40		\$ 213,706.00		\$ 352,621.20
Total Cost	\$809,538.40		\$1,563,468.60	
Misc				
6 bay charger	existing	\$ 640.00	\$ 740.00	\$ 740.00
Spare battery		\$ 107.25	\$ 185.00	\$ 130.00
Bluetooth sp/mic	\$ 127.98	\$ 127.98	\$ 220.00	\$ 220.00
	Antenna, P25 Trunking, 256 AES/64 DES encryption, Encryp Lite, P25 OTAR, OTAP, LLA, Phase 2 TDMA, 3100 MAN Battery, Belt Clip, 5 year Total Warranty, Includes \$600. Buy- back per radio.	Antenna, P25 Trunking, 256 AES/64 DES encryption, Encryp Lite, P25 OTAR, OTAP, LLA, Phase 2 TDMA, 3100 MAN Battery, Belt Clip, 5 year Total Warranty, Includes \$600. Buy-back per radio.	3.5P, Astro Digital, CAI operations, Smartzone Operation, P25 9600 Baud Trunking, P25 Link Layer Authentication, TDMA, OTAP, Multikey AES/DES- XL/Des-OSB Encryp, 5 yr Warranty	3.5P, Astro Digital, CAI operations, Smartzone Operation, P25 9600 Baud Trunking, P25 Link Layer Authentication, TDMA, OTAP, Multikey AES/DES- XL/Des-OSB Encryp, 5 yr Warranty

Make	Kenwood	Kenwood	Kenwood	Kenwood
Model	VP5430	VP6430	VP6000	No 700/800/VHF
Band	700/800	700/800	700/800	
Cost	\$ 3,187.04	\$ 3,911.04	\$ 4,078.24	
Leather Case	\$ 100.00	\$ 100.00	\$ 100.00	Estimate
Label Mic/Speaker	included	included	included	
Charger	included	included	included	
Cost per Unit	\$ 3,287.04	\$ 4,011.04	\$ 4,178.24	
X 180	\$ 460,185.60	\$ 561,545.60	\$ 584,953.60	
X 40	N/A	N/A	N/A	
Total Cost	\$ 463,472.64	\$ 561,545.60	\$584,953.60	
	Antenna, 3400MAH Battery, IP67 Speaker Mic, P25 conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, 1024 Channels, multi key DES-Ofb & DES & AES, ARC4 encryption, P25 OTAR, Single bay charger	Antenna, 3400MAH Battery, IP67 Speaker Mic, P25 conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, 1024 Channels, multi key DES-Ofb & DES & AES, ARC4 encryption, P25 OTAR, Single bay charger	Antenna, 3400MAH Battery, Hi vizable green,IP67 Speaker Mic, P25 conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, 1024 Channels, multi key DES-Ofb & DES & AES, ARC4 encryption, P25 OTAR, Single bay charger	



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Update on renovation of Station 2 in Comfort
DEPARTMENT & PERSON MAKING REQUEST	Brian Webb EMS Administrator
PHONE # OR EXTENSION #	830-249-3721 ext 454
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Update Commissioner Court on renovations of Station 2 in Comfort
REASON FOR AGENDA ITEM	To Share with Commissioner Court a short video of renovation of Station 2 in Comfort
WHO WILL THIS AFFECT?	EMS
ADDITIONAL INFORMATION	none








KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Street Closure for Immanuel Lutheran Church
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Precinct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the request of Immanuel Lutheran Church to close 160 feet of High Street in front of their parsonage (between Third Street and Fourth Street) Saturday, April 16, 2022 from 7:00 pm to 9:00 pm to facilitate an Easter Vigil.
REASON FOR AGENDA ITEM	The church owns property on both sides of the street in this area and they will be having activities on both sides of the street. The want to close the street with traffic cones/barricades to promote the safety of event patrons crossing the street between the two activities.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Immanuel Lutheran Church in Comfort, TX
ADDITIONAL INFORMATION	None

Immanuel Lutheran Street Closure

Write a description for your map.

Legend

-  Comfort Community Church
-  Comfort Feed & Garden
-  Comfort Independent School District
-  Street closure
-  Treue Der Union Monument





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Boerne Kendall County EDC
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Amy Story, President/CEO Boerne Kendall County EDC
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Consideration and action to provide funding to the 501(c)(3) nonprofit Das Greenhaus to renovate a public building for the incubator project.
REASON FOR AGENDA ITEM	To approve the use of ARPA funds.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Select Construction Manager at Risk for Kendall County Jail Expansion Project
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	Consideration and action on selecting Butler-Cohen for Construction Manager at Risk services for the Kendall County Jail Expansion project and authorize Bill Ballard, General Counsel to develop a contract for Construction Manager at Risk services.
REASON FOR AGENDA ITEM	Select Construction Manager at Risk for Kendall County Jail Expansion Project
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	<p>Butler-Cohen was interviewed on March 21, 2022. The interview team consisting of:</p> <ul style="list-style-type: none">Al Auxier- SherrifRichard Chapman-Pct. #3 CommissionerRobert Green-Lieutenant DetentionRick Tobolka-County EngineerKenny Burns-Architect <p>The team recommends the selection of Butler-Cohen as Construction Manager at Risk for the Kendall County Jail Expansion Project.</p>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	George's Ranch Preliminary Plat Unit 1
DEPARTMENT & PERSON MAKING REQUEST	Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	<p>Consideration and action on a Preliminary Plat of George's Ranch Unit 1 in accordance to the Kendall County Development Rules and Regulations. The proposed residential subdivision would create 135 lots out of 192.98 acres for an average density of 1.4 acres per lot, 14,184 linear feet of private roadway. The proposed subdivision would be served by public water and OSSF. Relief was granted on January 23, 2017 and February 22, 2021 for various items. A master plan was approved on February 22, 2021.</p> <p>Lookout Development Group, LP – Owner</p>
REASON FOR AGENDA ITEM	George's Ranch Preliminary Plat Unit 1
WHO WILL THIS AFFECT?	Pct # 2
ADDITIONAL INFORMATION	<p>January 23, 2017 Relief granted for density</p> <p>February 22, 2021 Relief granted for separate performance bond, minimum lot frontage, minimum lot areas outside the floodplain, and minimum cul-de-sac length.</p>

OWNER & DEVELOPER:
LOOKOUT DEVELOPMENT GROUP, L.P.
ATTN: MIKE SIEFERT, P.E.
PRESIDENT
1001 CRYSTAL FALLS PARKWAY
LEANDER, TX 78641

ENGINEER:
M.W. CUDE ENGINEERS, L.L.C.
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
TEL: (210) 681-2951
EMAIL: wmurphy@cudeengineers.com

PREPARATION DATE: MARCH 4, 2022

W. PATRICK MURPHY, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 111597

GEORGE'S RANCH UNIT 1 PRELIMINARY PLAT

A PRIVATE RESIDENTIAL SUBDIVISION OF 192.980 ACRES OF LAND

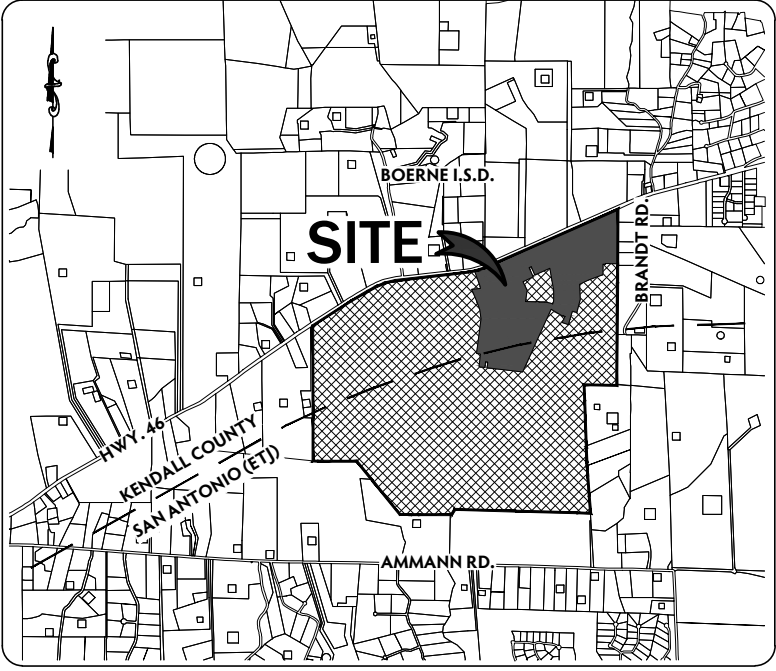
BEING OUT OF THE A.M. HOLBROOK SURVEY NO. 439, ABSTRACT NO. 263, KENDALL COUNTY, TEXAS, BEING OUT OF THE M. GARCIA SURVEY NO. 213, ABSTRACT NO. 197, KENDALL COUNTY, TEXAS, ALSO BEING A PORTION OF A 151.629 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED DATED APRIL 27, 2017 TO LOOKOUT KENDALL RANCH, L.P., RECORDED IN VOLUME 1577, PAGES 280-295, AND A PORTION OF A 990.604 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED DATED APRIL 27, 2017 TO LOOKOUT KENDALL RANCH, L.P., RECORDED IN VOLUME 1577, PAGES 296-315, BOTH BEING OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

NUMBER OF LOTS: 135 SINGLE FAMILY
5 NON-RESIDENTIAL
(1.429 TOTAL ACRES PER RESIDENTIAL LOT)

ROAD SUMMARY: 1 PRIVATE ROADWAY, DRAINAGE AND P.U.E.
(CONTAINING 9 ROADWAYS)

PROPOSED ROADWAY: 14,184 L.F.
20.879 ACRES

SEWAGE DISPOSAL METHOD: OSSF
POTABLE WATER SUPPLY: PUBLIC WATER SYSTEM



LOCATION MAP
N.T.S.

NOTES:

- MINIMUM BUILDING SETBACKS ARE LABELED ON THE PLAT MAP. THE ARCHITECTURAL REVIEW COMMITTEE OF THE PROPERTY OWNERS' ASSOCIATION MAY FURTHER RESTRICT BUILDING SETBACKS OR BUILDING LOCATIONS AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE KENDALL COUNTY OFFICIAL RECORDS.
- LOT 1000, BLOCK 1000 IS HEREBY DEDICATED AS A PRIVATE STREET, DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT. THIS LOT WILL BE DEEDED TO A PROPERTY OWNERS' ASSOCIATION FOR OWNERSHIP AND MAINTENANCE. LOT 1000, BLOCK 1000 INCLUDES THE PRIVATE STREET FOR THE FOLLOWING ROADWAYS: SWEET ADELINE, BRAVE COMPANY, TELLING WIND, EASY MONEY, FORTUNATE SON, STANDING TALL, AMBUSH CANYON, DANG PRETTY, LAUGHING DOG.
- THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, AND DRAINAGE EASEMENTS WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF PROPERTY OWNERS, OR THE PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF KENDALL COUNTY, TEXAS.
- WATER SERVICE SHALL BE PROVIDED BY A PUBLIC WATER SYSTEM MEETING THE REQUIREMENTS OF T.C.E.Q. AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY HAVING JURISDICTION OVER PUBLIC WATER SYSTEMS. THE PUBLIC WATER SYSTEM SHALL BE OPERATED PURSUANT TO A CERTIFICATE OF CONVENIENCE AND NECESSITY NUMBER 20273 (CCN) BY ITS HOLDER, CITY OF BOERNE.
- SEWAGE FACILITIES SHALL BE PROVIDED BY CONSTRUCTION OF A PRIVATE INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEM CONSTRUCTED ON THE LOT BY THE OWNER THEREOF APPROVED UNDER THE RULES OF KENDALL COUNTY FOR PRIVATE SEWAGE FACILITIES AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY HAVING JURISDICTION OVER THE INSTALLATION AND USE OF PRIVATE SEWAGE FACILITIES. THE LOT OWNER IS RESPONSIBLE FOR OBTAINING THE NECESSARY GOVERNMENTAL PERMITS AND FOR THE MAINTENANCE OF THE PRIVATE SEWAGE FACILITY.
- TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED BY M.W. CUDE ENGINEERS, L.L.C.
- THIS SUBDIVISION LIES TOTALLY WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT AS DETERMINED BY THE KENDALL COUNTY CENTRAL APPRAISAL DISTRICT.
- BOUNDARIES OF ORIGINAL PATENT SURVEYS AND ACREAGES SHOWN HEREON FOR SOME ARE APPROXIMATE AND WERE NOT RELOCATED BY THIS SURVEY.
- NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS (DEVELOPMENT) THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF KENDALL COUNTY.

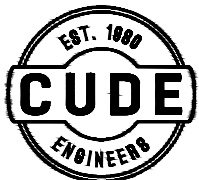
DEVELOPMENT - MEANS ANY MAN-MADE CHANGE TO IMPROVED AND UNIMPROVED REAL ESTATE, INCLUDING BUT NOT LIMITED TO BUILDINGS OR OTHER STRUCTURES, MINING, DREDGING, FILLING, GRADING, PAVING, EXCAVATION OR DRILLING OPERATIONS OR STORAGE OF EQUIPMENT OR MATERIALS.
- ALL PUBLIC UTILITY EASEMENTS SHALL ONLY BE USED BY PUBLIC OR PRIVATE UTILITY ENTITIES (UNLESS OTHERWISE EXPRESSLY AUTHORIZED IN WRITING BY OWNER) FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE, GAS, STORM DRAINAGE, POTABLE OR NON-POTABLE WATER, TREATED OR UNTREATED WASTEWATER AND/OR CABLE TELEVISION LINES AND APPURTENANCES, WHICH PROVIDE SERVICE SOLELY AND EXCLUSIVELY TO THE PROPERTY INCLUDED IN THIS PLAT OR ANY ADJOINING PROPERTY DEVELOPED OR TO BE DEVELOPED AS PART OF THE GEORGE'S RANCH SUBDIVISION OR PROPERTY WHICH IS BEING DEVELOPED BY AN ENTITY OWNED IN WHOLE OR IN PART BY THE PRINCIPALS, PARTNERS OR OWNERS OF THE ENTITY WHICH OWNS THE PROPERTY DESCRIBED HEREIN.
- IT IS UNDERSTOOD AND AGREED THAT NON-EXCLUSIVE PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE FACILITIES FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT OF INGRESS TO AND EGRESS FROM THE PRIVATE ROADWAYS AND EASEMENT, AND THE RIGHT FROM TIME TO TIME TO CUT ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY FACILITIES.
- OWNER, FOR ITSELF, SUCCESSORS, AND ASSIGNS, RESERVES THE RIGHT TO USE AND TO GRANT TO THIRD PARTIES THE RIGHT TO USE THE PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE PURPOSES OF INSTALLING, REPAIRING, MAINTAINING, AND OPERATING A WATER DISTRIBUTION SYSTEM, INCLUDING THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE WATER MAINS OR LINES FOR THE TRANSMISSION OF TREATED AND POTABLE WATER OR FOR ANY OTHER UTILITY OR AMENITY WHETHER SERVING THE PROPERTY DESCRIBED HEREIN OR OTHERWISE.
- ALL UTILITIES INSTALLED WITHIN ANY PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT SHALL BE UNDERGROUND EXCEPT SUCH PORTIONS THAT ARE NECESSARY OR REQUIRED BY LAW TO BE MAINTAINED ABOVEGROUND WHICH ARE TYPICAL COMPONENTS OF AN UNDERGROUND UTILITY SYSTEM THAT ARE NONETHELESS CONSTRUCTED ABOVEGROUND AND WHICH HAVE BEEN APPROVED BY THE OWNER OR THE DECLARANT OF ANY RESTRICTIVE COVENANTS IMPOSED UPON THE PROPERTY DESCRIBED HEREIN IN WRITING PRIOR TO THEIR CONSTRUCTION.

NOTES CONTINUED:

- ANY REPAIRS, MAINTENANCE OR INSTALLATION OF UTILITY LINES WITHIN THE PUBLIC UTILITY EASEMENT ON LOT 1000, BLOCK 1000 SHALL BE PERFORMED IN A MANNER WHICH WILL NOT RESULT IN THE EXCAVATION OF THE SURFACE OF ANY EXISTING PAVED ROADWAY, ROADWAY SHOULDER, DRAINAGE DITCH OR ANY PERMANENT ROADWAY, RETAINING, OR DRAINAGE STRUCTURE WITHOUT THE APPROVAL OF AN OFFICER OF THE PROPERTY OWNERS ASSOCIATION, UNLESS SUCH REPAIRS ARE REQUIRED IN AN EMERGENCY SITUATION. IT IS THE INTENTION THAT ANY REPAIRS, MAINTENANCE OR INSTALLATION OF NEW UTILITY LINES WHICH OCCUR AFTER THE INITIAL ROADWAY CONSTRUCTION IS COMPLETED BE PERFORMED BY BORING UNDER ANY EXISTING ROADWAY.
 - 1/2 INCH IRON PINS WITH CAP STAMPED "CUDE" SET AT ALL PROPERTY CORNERS EXCEPT WHERE NOTED OTHERWISE.
 - A PORTION OF THIS SUBDIVISION LIES WITHIN THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN AS DEPICTED ON THE FEMA FLOOD INSURANCE RATE MAP OF KENDALL COUNTY, TEXAS, DFIRM PANEL NUMBER 48259C0420F, DATED DECEMBER 17, 2010. A FEMA CONDITIONAL LETTER OF MAP REVISION (CLOMR) FLOODPLAIN STUDY HAS BEEN PREPARED BY M.W. CUDE ENGINEERS, L.L.C. AND IS PENDING APPROVAL BY KENDALL COUNTY, TEXAS.
 - AS USED HEREIN, THE TERM "PROPERTY OWNERS ASSOCIATION" SHALL MEAN ANY PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION HAVING JURISDICTION OVER THE PROPERTY DESCRIBED HEREIN AND THEIR SUCCESSORS AND ASSIGNS WHENEVER CREATED.
 - POSTAL SERVICE WILL BE LOCATED AT A CENTRALIZED MAIL DELIVERY STATION AT SWEET ADELINE SOUTH OF SH 46.
 - THE CURRENT ELECTRIC SERVICE PROVIDER IS PEDERNALES ELECTRIC COOPERATIVE, PROVIDED HOWEVER, DECLARANT RESERVES THE RIGHT TO ALLOW OTHER ELECTRIC SERVICE PROVIDERS TO SERVE THIS PLATTED AREA OR OTHER PORTIONS OF GEORGE'S RANCH.
 - THE CURRENT TELECOMMUNICATION SERVICE PROVIDER IS GUADALUPE VALLEY TELEPHONE COMPANY, PROVIDED HOWEVER, DECLARANT RESERVES THE RIGHT TO ALLOW OTHER TELECOMMUNICATIONS SERVICE PROVIDERS TO SERVE THIS PLATTED AREA OR OTHER PORTIONS OF GEORGE'S RANCH.
 - A PORTION OF THIS PLAT IS WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF SAN ANTONIO, TEXAS.
 - THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT WERE DELINEATED TO CONTAIN THE BOUNDARIES OF THE 1% ANNUAL-CHANCE (100-YEAR) FLOODPLAIN BASED ON THE CONDITIONAL LETTER OF MAP REVISION (CLOMR) SUBMITTED TO AND PENDING APPROVAL BY KENDALL COUNTY, TEXAS.
 - RELIEF FROM KENDALL COUNTY, TEXAS "DEVELOPMENT RULES AND REGULATIONS (EFFECTIVE NOVEMBER 8, 2010)" SECTIONS 205.1000 AND 205.1200 REGARDING PERFORMANCE BOND EXECUTION, SECTION 300.1100.9 REGARDING MINIMUM LOT FRONTAGE AND REGARDING MINIMUM LOT AREAS OUTSIDE OF FLOODPLAIN, AND SECTION 400.1600 REGARDING MINIMUM CUL-DE-SAC STREET LENGTH WAS APPROVED BY THE KENDALL COUNTY COMMISSIONERS' COURT ON FEBRUARY 22, 2021. RELIEF FROM KENDALL COUNTY, TEXAS "DEVELOPMENT RULES AND REGULATIONS (EFFECTIVE NOVEMBER 8, 2010)" SECTION 300.1100.4 REGARDING DEVELOPMENT DENSITY WAS APPROVED ON JANUARY 23, 2017.
 - LOT 1000 BLOCK 1, LOT 1000 BLOCK 3, LOT 1000 BLOCK 5, LOT 1000 BLOCK 9, LOT 1000 BLOCK 10, AND LOT 1000 BLOCK 1000 ARE NON-RESIDENTIAL LOTS.
 - ALL OUTDOOR LIGHTING MUST COMPLY WITH KENDALL COUNTY ORDER NUMBER 11-27-2017B OR CURRENT ORDER.
 - ALL EXISTING WELLS ARE TO BE PLUGGED WITH COORDINATION WITH COW CREEK GROUNDWATER CONSERVATION DISTRICT.
 - FIRE PROTECTION WILL BE PROVIDED BY WATER STORAGE TANK PRIOR TO AVAILABILITY OF WATER SERVICE FROM CITY OF BOERNE. ONCE WATER SERVICE HAS BEEN PROVIDED, FIRE PROTECTION WILL BE PROVIDED BY FIRE HYDRANTS CONNECTED TO THE POTABLE WATER SYSTEM.
 - PRIOR TO OCCUPATION OF ANY LOT WITHIN THIS SUBDIVISION, ALL WATER FACILITIES WILL BE FULLY OPERABLE AND COMPLY WITH THE MODEL RULES ADOPTED UNDER SECTION 16.643 OF THE TEXAS WATER CODE.
 - THIS SUBDIVISION WILL HAVE COMMERCIAL WASTE COLLECTION AVAILABLE.
 - NO RESIDENTIAL LOT SHALL HAVE DIRECT ACCESS TO TEXAS STATE HIGHWAY 46.
- SAWS - EDWARDS AQUIFER CONTRIBUTING ZONE NOTE:
- A PORTION OF THIS SUBDIVISION IS WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF SAN ANTONIO AND EDWARDS AQUIFER RECHARGE ZONE DRAINAGE AREA. THOSE PORTIONS OF THE SUBDIVISION ARE SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 6, SEC. 34-914 OF THE SAN ANTONIO CITY CODE ENTITLED "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION", THEREFORE ANY LOT WITH AN ESTABLISHED FLOODPLAIN BUFFER WILL BE ALLOWED A MAXIMUM OF 10% IMPERVIOUS COVER WITHIN THE BUFFER.

TXDOT NOTES:

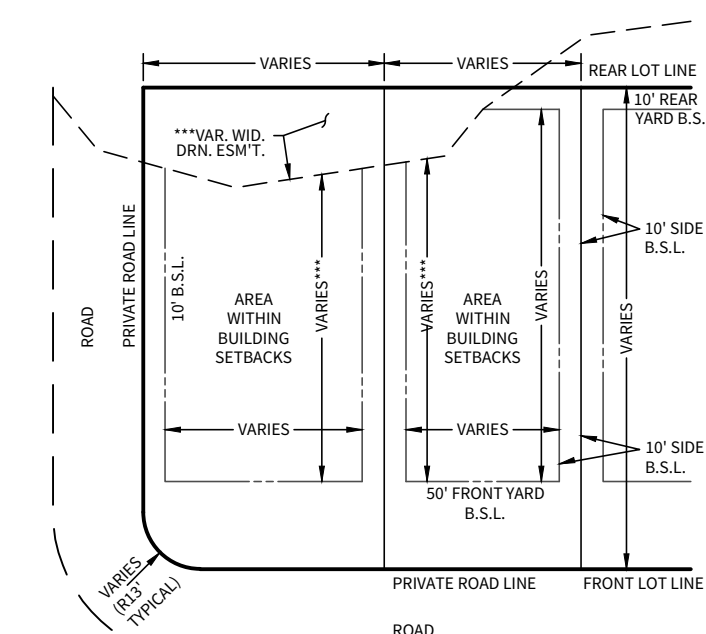
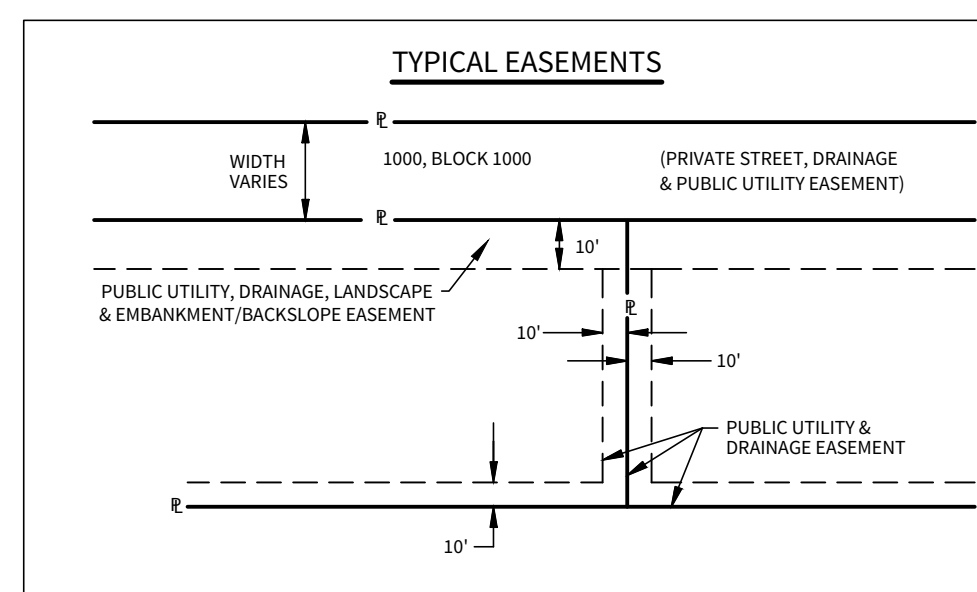
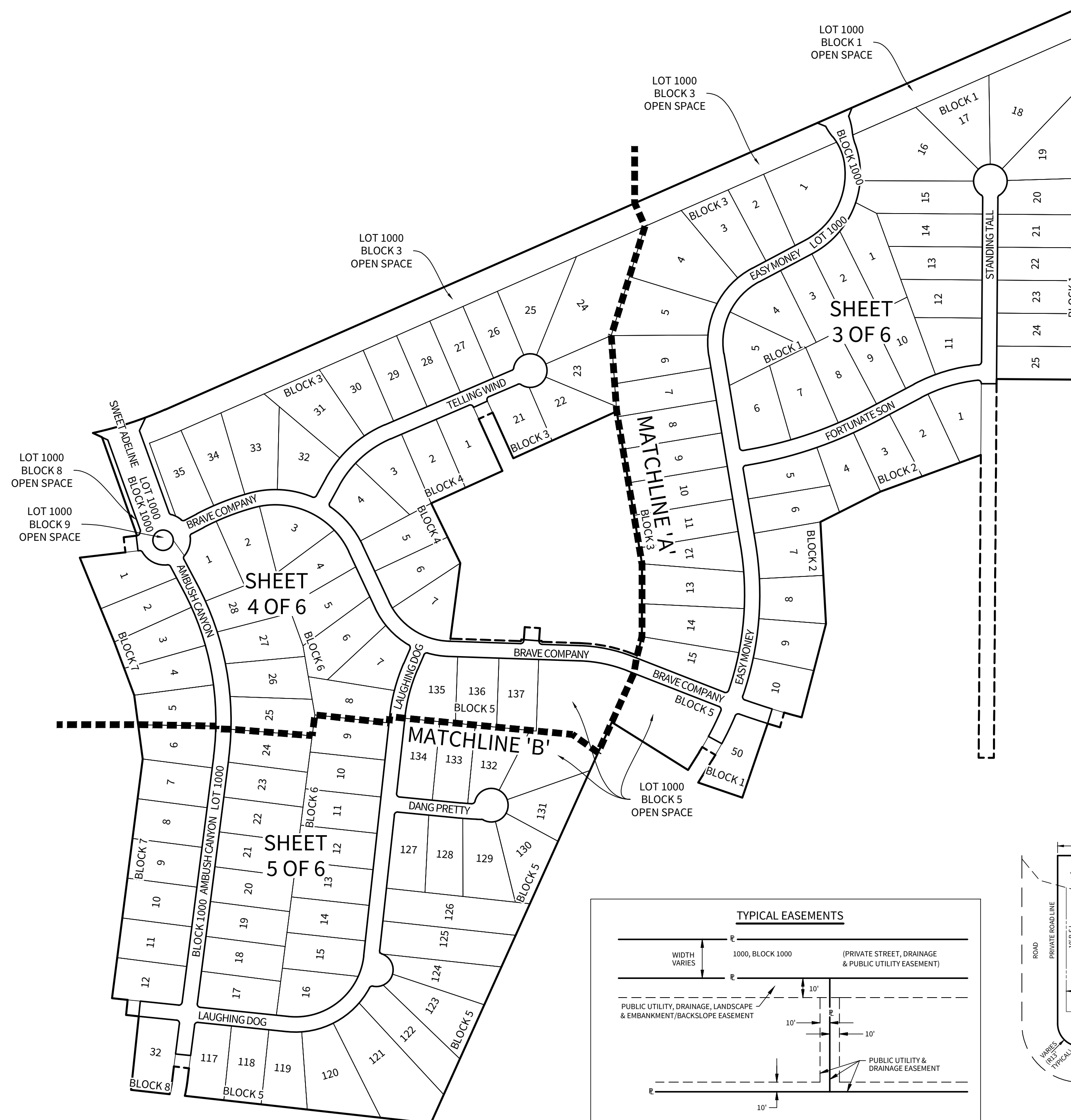
- FOR DEVELOPMENTS DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR PRESENT AND/OR FUTURE NOISE MITIGATION.
- THE DEVELOPER AND/OR THE LANDOWNER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
- INTERSECTION AND/OR DRIVEWAY ACCESS TO THE STATE HIGHWAY WILL BE REGULATED AS DIRECTED BY THE CURRENT EDITION OF THE TXDOT ACCESS MANAGEMENT MANUAL.
- IF SIDEWALKS ARE REQUIRED BY TXDOT OR THE APPROPRIATE CITY ORDINANCE THE LOCATION, THE DESIGN, AND SPECIFICATIONS SHALL ADHERE TO TXDOT REQUIREMENTS WHEN PERMITTED IN TXDOT RIGHT-OF-WAY. A TDLR INSPECTION REPORT WILL BE REQUIRED.
- TXDOT WILL USE THE CURRENT EDITIONS OF THE APPROPRIATE MANUALS WHEN ISSUING PERMITS. TYPICAL MANUALS USED, BUT NOT LIMITED TO ARE: TXDOT ACCESS MANAGEMENT MANUAL, SAN ANTONIO DISTRICT DRIVEWAY, SIDEWALK, LANDSCAPING, AND DRAINAGE PERMIT PACKAGE, TXDOT CONSTRUCTION SPECIFICATIONS, AND TXDOT STANDARD SHEETS WHEN THE SITE DEVELOPS.



GEORGE'S RANCH UNIT 1
PRELIMINARY PLAT

A PRIVATE RESIDENTIAL SUBDIVISION OF 192.980 ACRES OF LAND

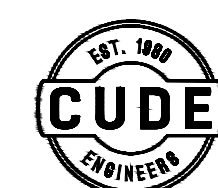
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NOTE: ROOF OVERHANG MAY ENCROACH
MAXIMUM OF 24" INTO THE SETBACK LINE
***: LOTS THAT CONTAIN A VAR. WID. DRN
ESM'T. SHALL HAVE THEIR STANDARD
BUILDING SETBACK OUTSIDE THE LIMITS
OF DRN. ESM'T.

TYPICAL LOT SETBACKS LAYOUT
(ESTABLISHED ON ALL LOTS)

GEORGE'S RANCH
UNIT 1
SHEET 2 OF 6



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TBPELS NO. 10048500

SCALE: 1"=300'

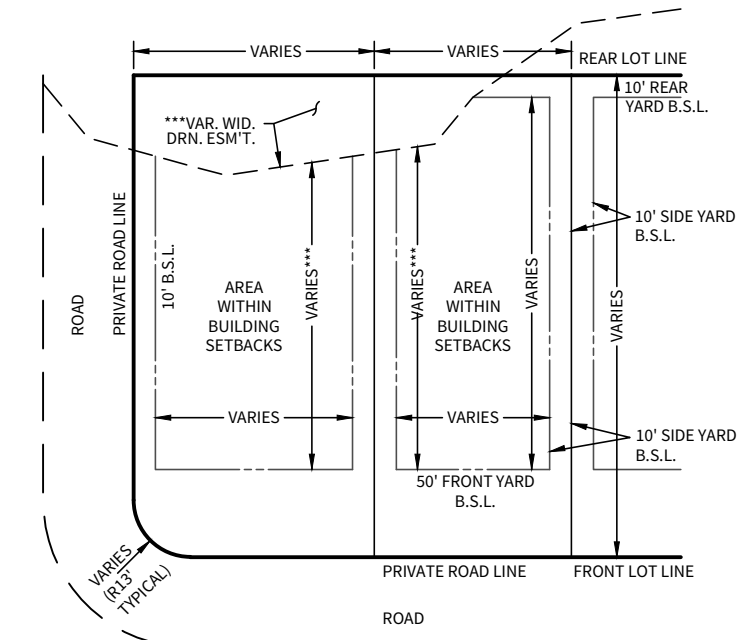


LEGEND

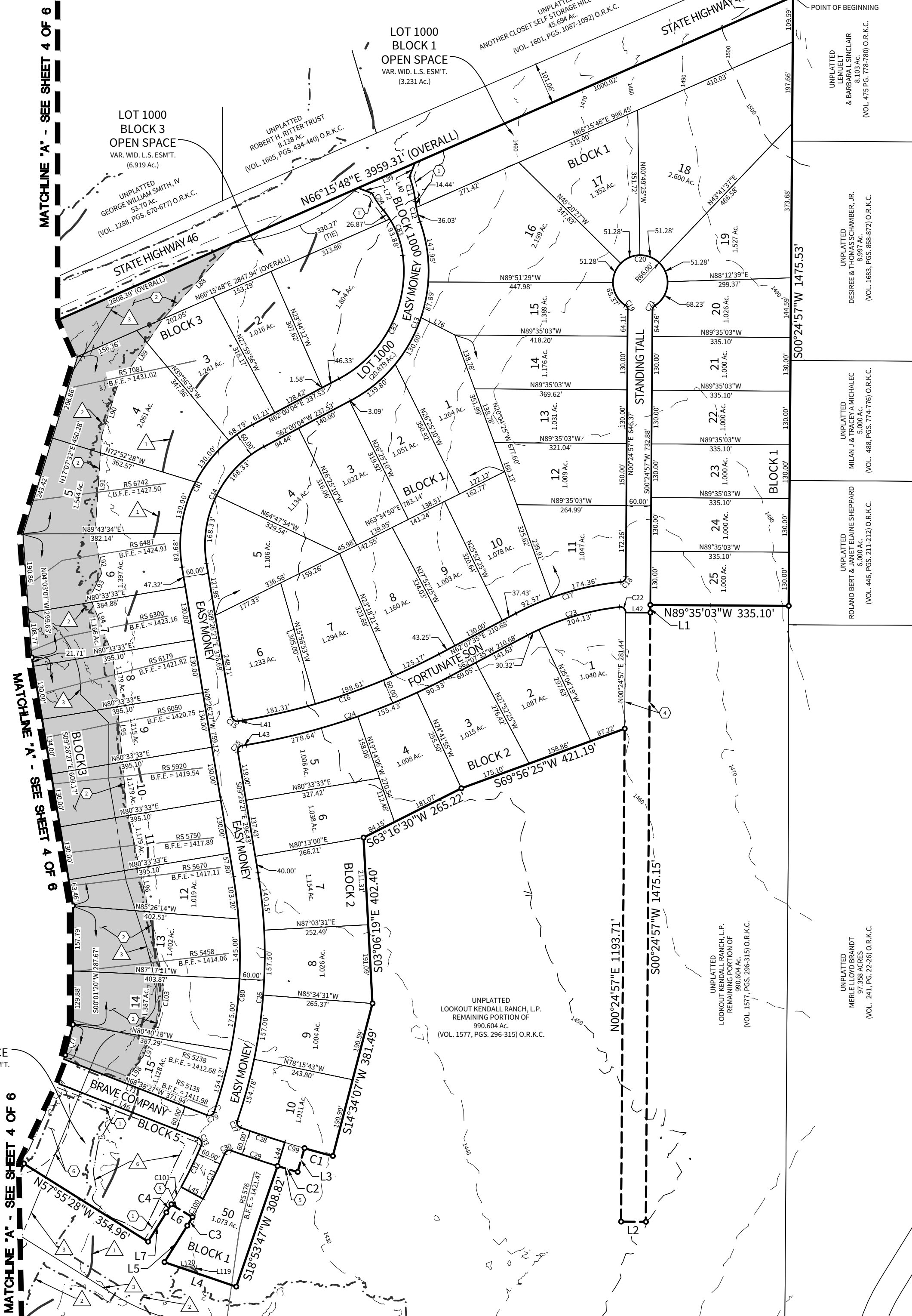
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KEYNOTES

- 10' UTIL. & L.S. ESM'T.
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50'x 60' DRN. & UTIL. ESM'T. TO EXPIRE UPON BEING INCORPORATED INTO PLATTED PRIVATE ROADWAY (0.069 Ac.)
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STREAM CENTERLINE
CITY OF SAN ANTONIO EXTRATERRITORIAL JURISDICTION (ETJ)
60' B.S.L. & FLOODPLAIN BUFFER
LIMITS OF DETENTION POND FACILITIES



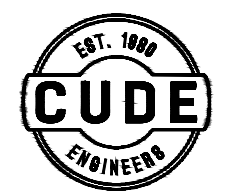
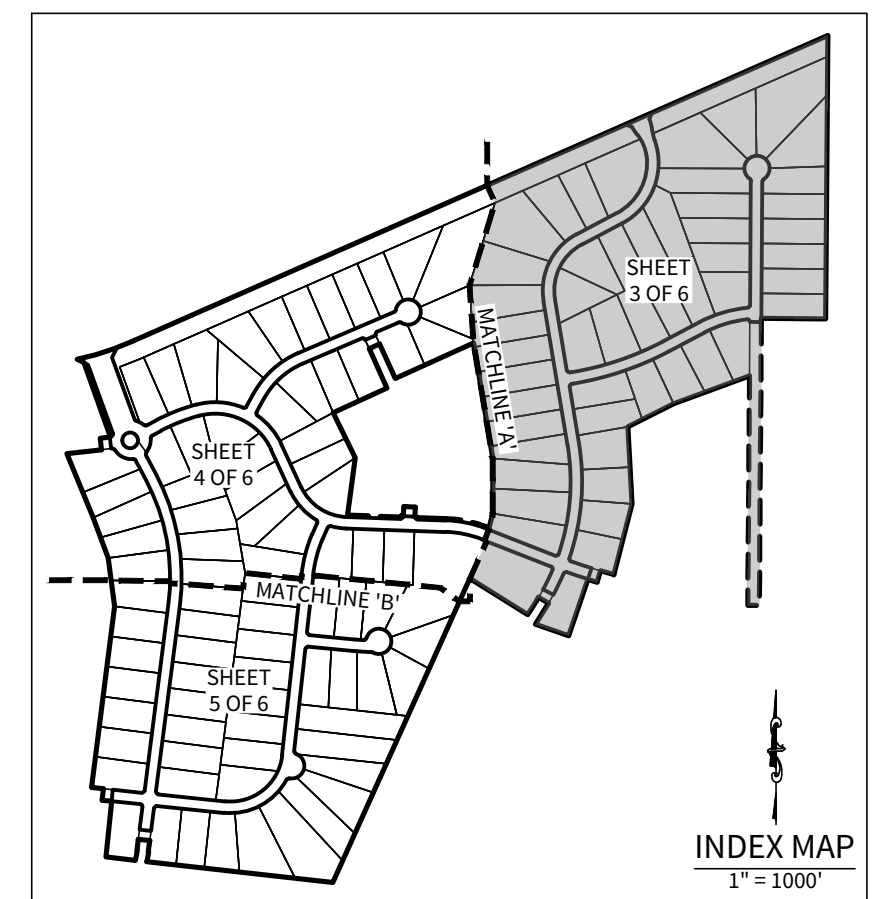
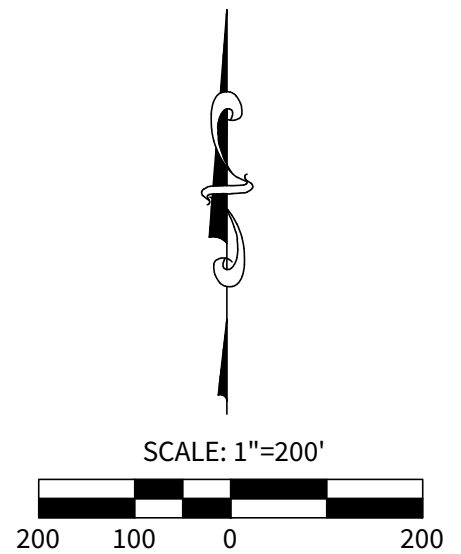
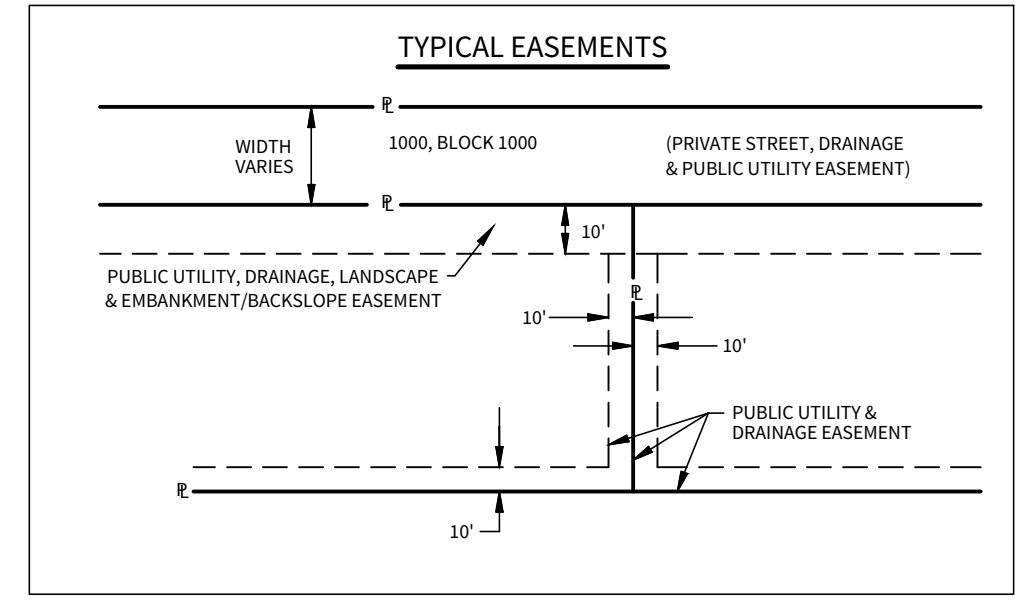
TYPICAL LOT SETBACKS LAYOUT
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N.T.S.



GEORGE'S RANCH UNIT 1
PRELIMINARY PLAT

A PRIVATE RESIDENTIAL SUBDIVISION OF 192.980 ACRES OF LAND

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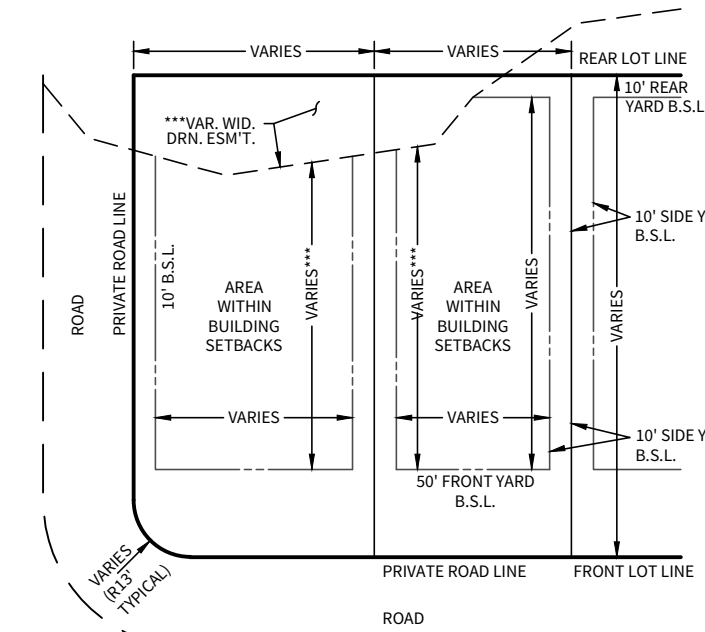
GEORGE'S RANCH
UNIT 1
SHEET 3 OF 6

LEGEND

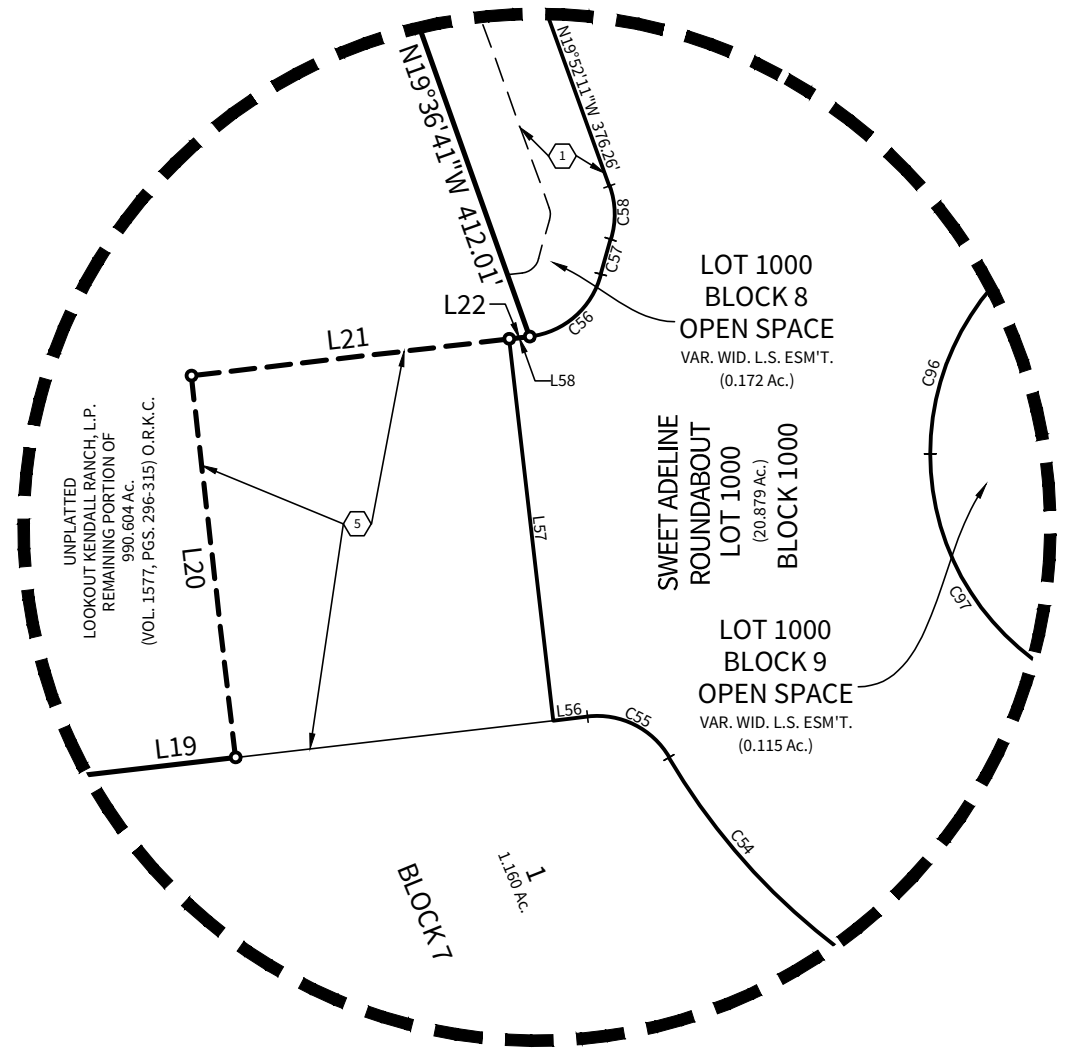
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KEYNOTES

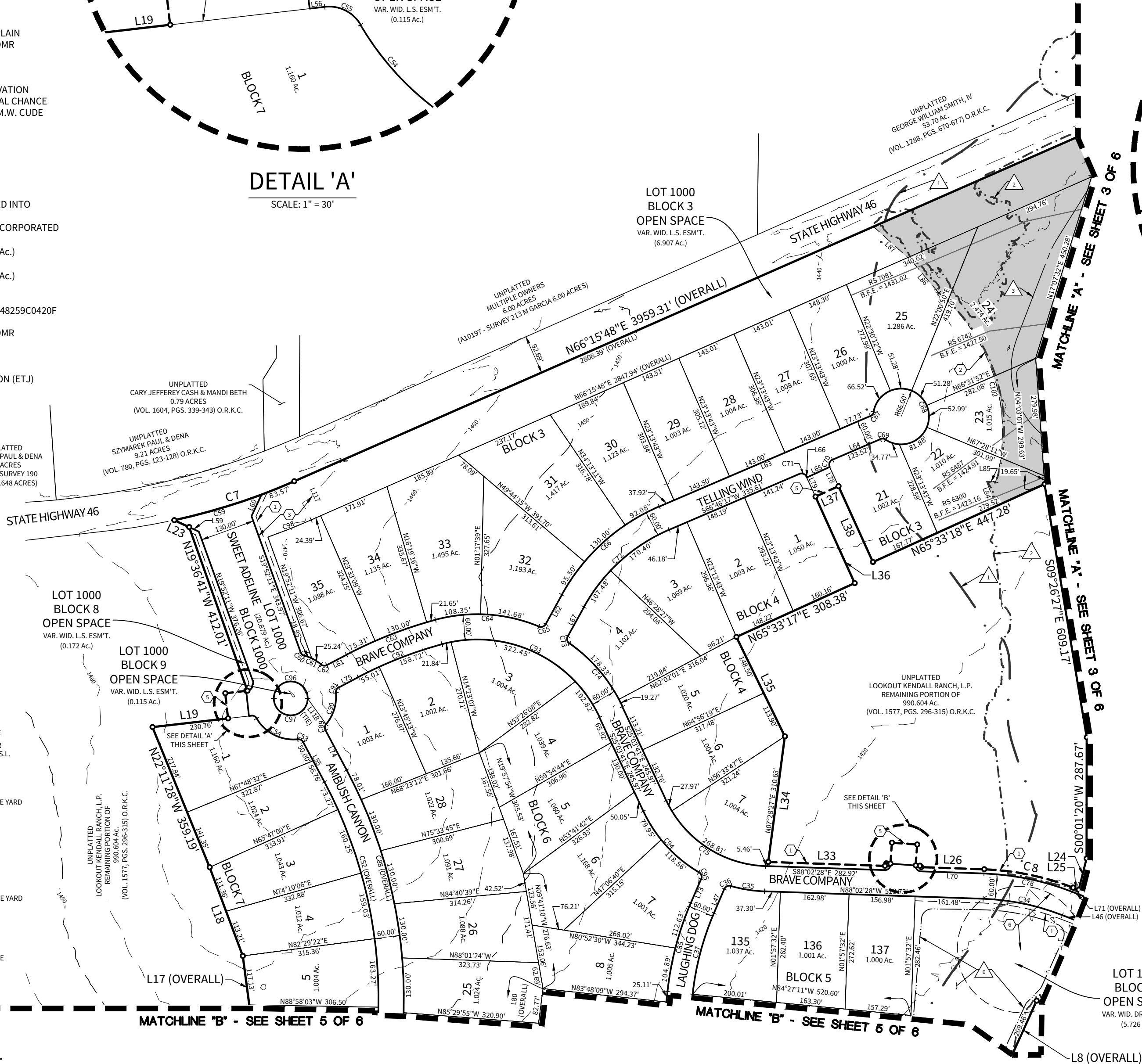
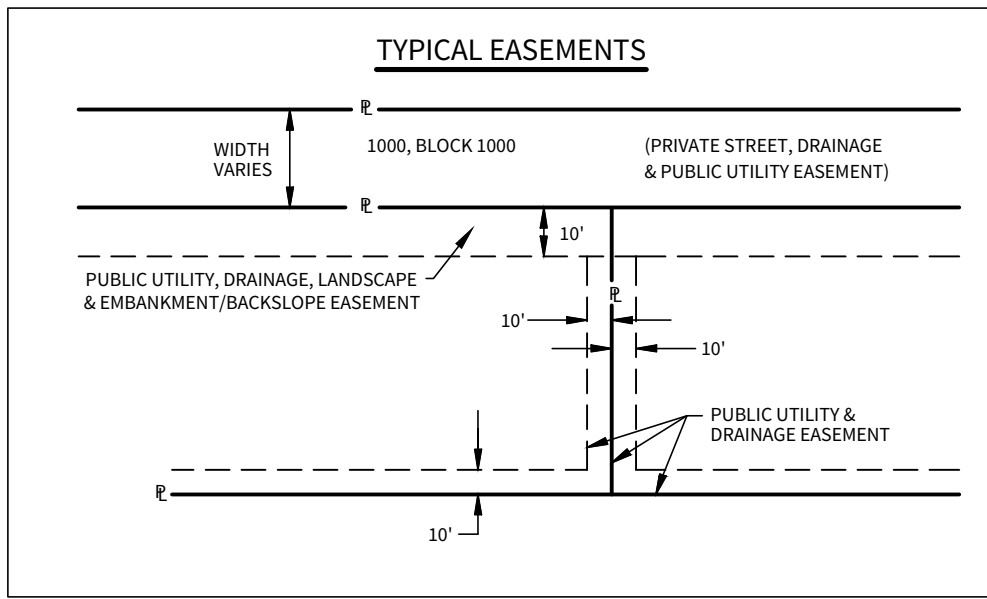
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TYPICAL LOT SETBACKS LAYOUT
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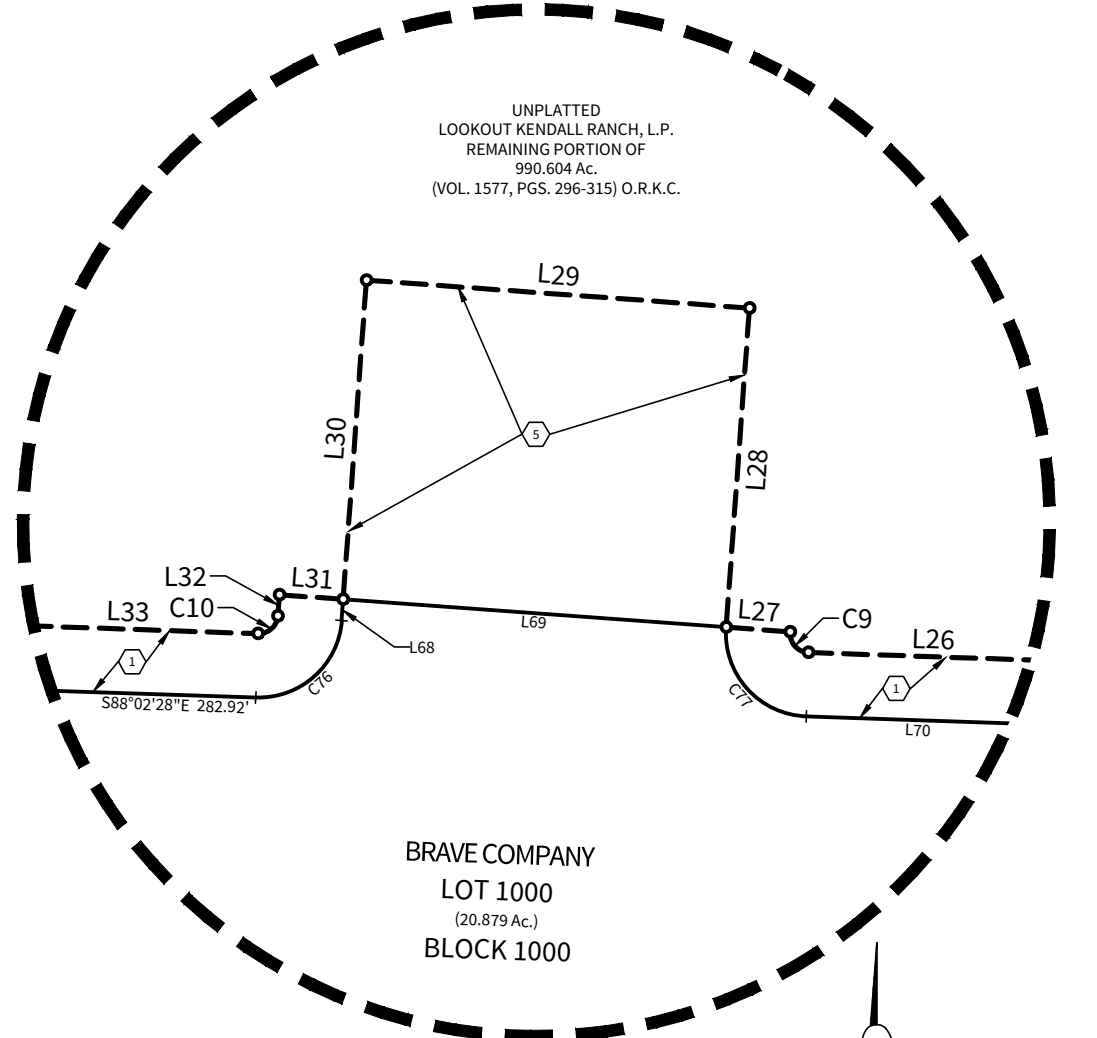
DETAIL 'A'
SCALE: 1" = 30'



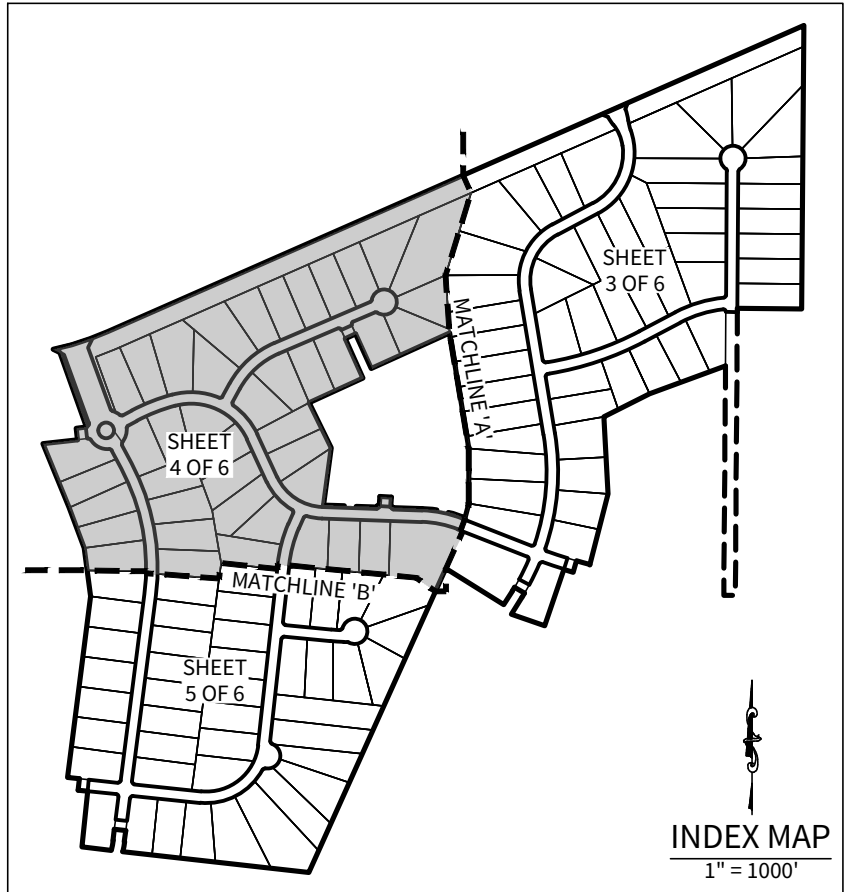
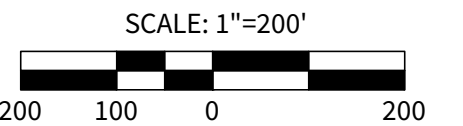
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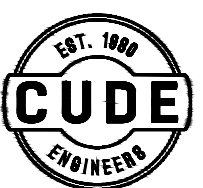
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DETAIL 'B'
SCALE: 1" = 30'



INDEX MAP
1" = 1000'

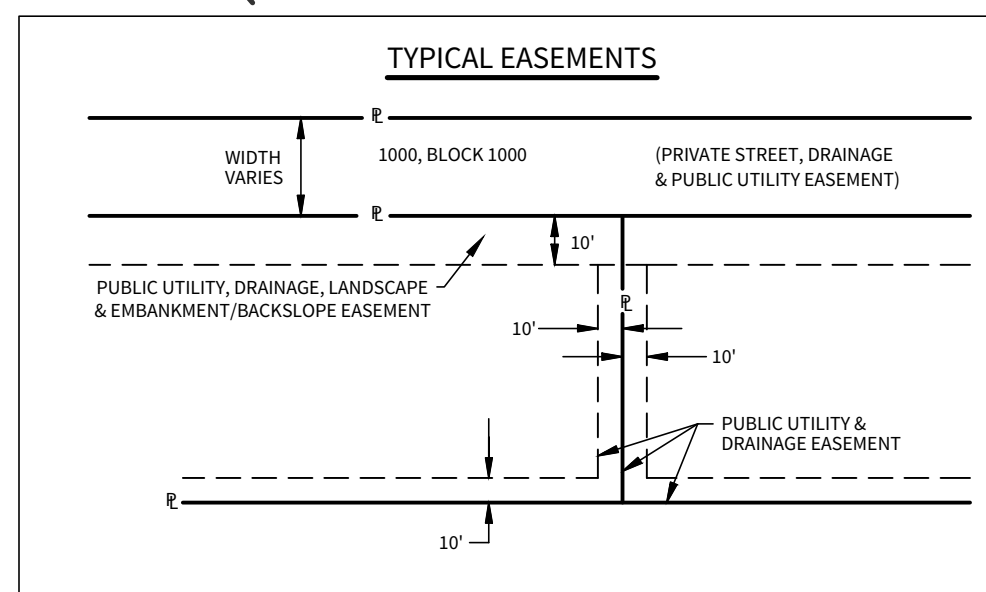
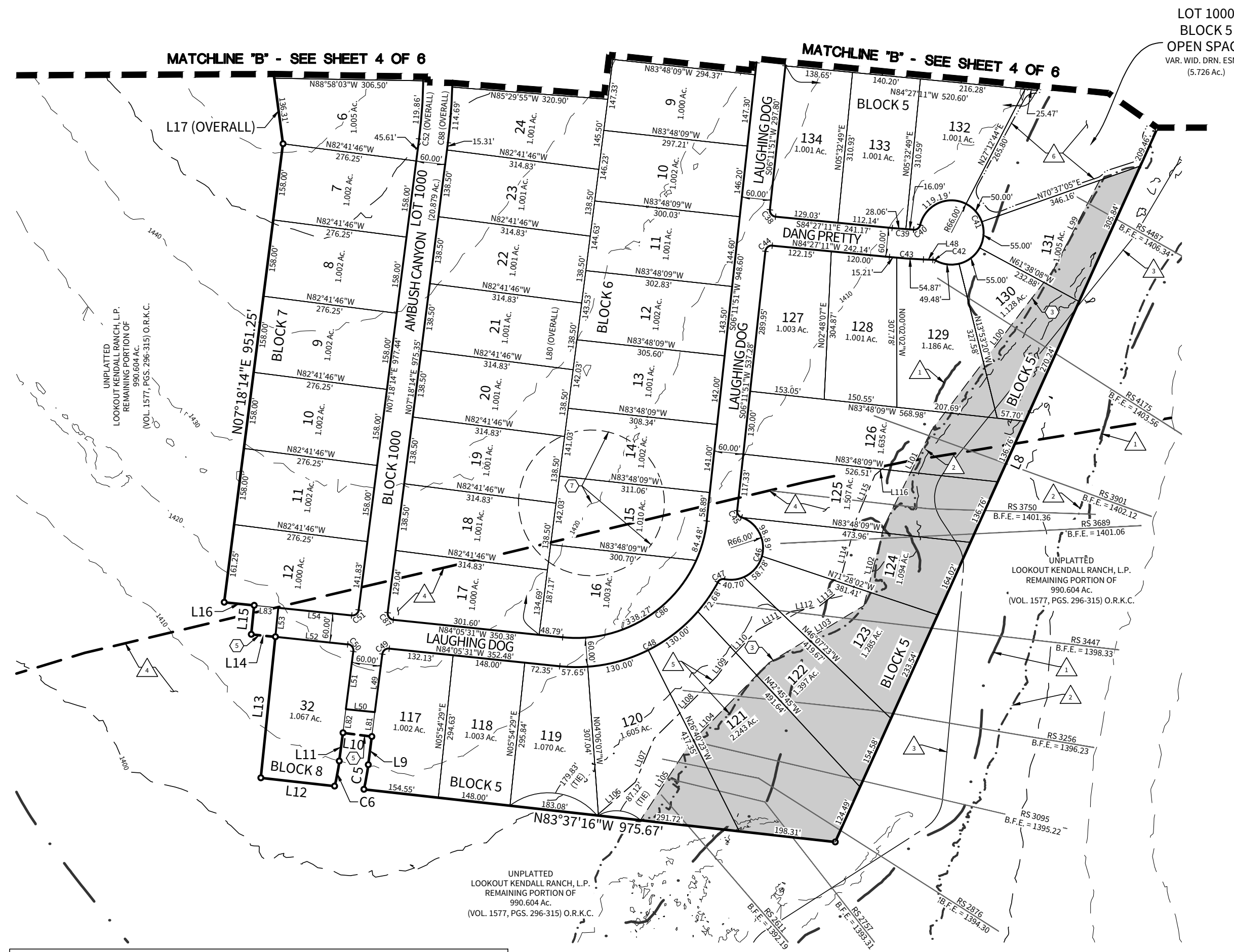
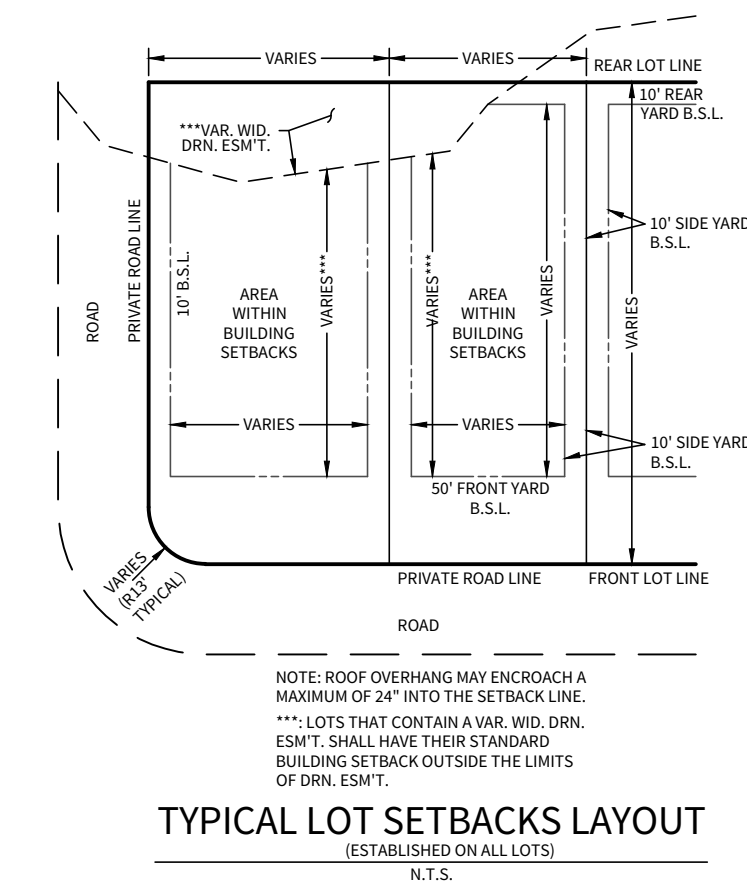


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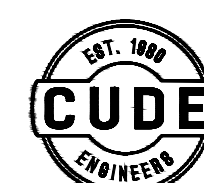
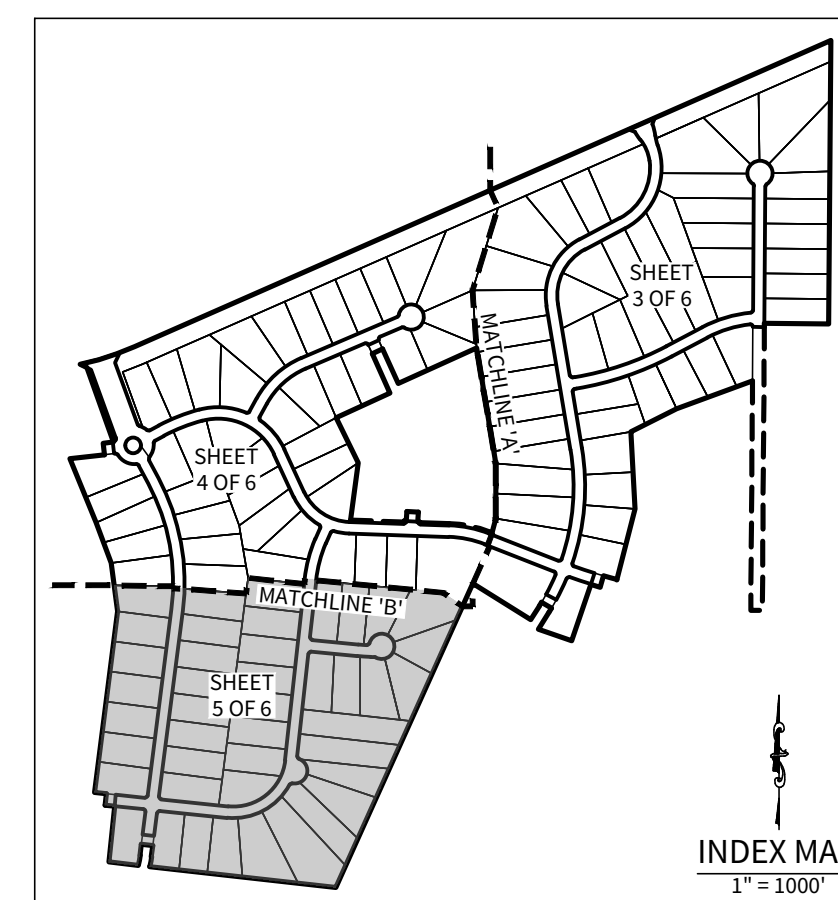
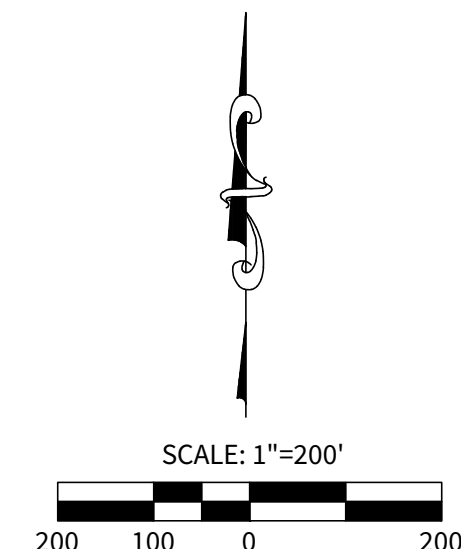
GEORGE'S RANCH
UNIT 1
SHEET 4 OF 6

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SHEET 5 OF 6

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LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	18.61'	S00°24'57"W	L31	10.00'	S85°49'58"E	L61	52.68'	N62°15'30"E	L91	239.29'	N03°55'32"E
L2	60.00'	N89°35'03"W	L32	3.32'	N04°10'02"E	L62	79.58'	N28°51'49"E	L92	98.16'	N09°09'06"W
L3	60.00'	S16°06'11"W	L33	276.49'	N88°02'28"W	L63	545.15'	N66°46'17"E	L93	63.15'	N26°17'48"E
L4	183.92'	N71°06'13"W	L34	300.58'	N07°28'27"E	L64	123.52'	S66°46'17"W	L94	152.15'	N21°35'40"W
L5	104.20'	N32°04'32"E	L35	262.40'	N25°57'36"W	L65	60.00'	S65°33'18"W	L95	364.69'	N05°02'35"W
L6	60.00'	N59°03'09"W	L36	225.32'	N24°26'42"W	L66	1.83'	N24°26'42"W	L96	405.60'	N11°51'30"W
L7	83.13'	N32°04'32"E	L37	60.00'	N65°33'18"E	L67	79.58'	S28°51'49"W	L97	77.54'	N22°26'00"E
L8	1735.69'	S24°17'20"W	L38	197.82'	S24°26'42"E	L68	3.32'	N04°10'02"E	L98	78.65'	N35°24'13"E
L9	58.51'	N07°18'14"E	L39	150.00'	N66°15'48"E	L69	60.00'	S85°49'58"E	L99	205.57'	N27°14'15"E
L10	60.00'	N82°41'46"W	L40	35.96'	S21°15'48"W	L70	149.75'	S88°02'28"E	L100	416.58'	N37°11'35"E
L11	58.51'	S07°18'14"W	L41	10.25'	N80°33'33"E	L71	387.33'	S68°38'27"E	L101	220.00'	N26°19'00"E
L12	152.80'	N83°37'16"W	L42	60.00'	N89°35'03"W	L72	36.36'	N68°44'12"W	L102	168.67'	N14°15'26"E
L13	291.60'	N05°54'29"E	L43	10.25'	S80°33'33"W	L73	62.23'	S23°16'13"W	L103	227.27'	N58°56'20"E
L14	50.00'	N84°05'31"W	L44	60.00'	S17°09'51"W	L74	106.76'	N28°03'03"W	L104	231.09'	N44°23'22"E
L15	60.00'	N05°54'29"E	L45	60.00'	N61°25'57"W	L75	52.68'	N62°15'30"E	L105	189.63'	N32°55'24"E
L16	61.90'	N84°05'31"W	L46	387.93'	N68°38'27"W	L76	92.45'	S62°39'39"E	L106	104.89'	S49°11'48"W
L17	253.44'	N07°33'44"W	L47	62.23'	S23°16'13"W	L77	86.61'	S14°13'22"W	L107	97.15'	S23°03'57"W
L18	224.58'	N20°33'07"W	L48	19.57'	N87°43'04"W	L78	50.00'	S24°26'42"E	L108	182.43'	S45°16'51"W
L19	180.76'	N83°23'07"E	L49	120.35'	S07°18'14"W	L79	51.83'	N24°26'42"W	L109	42.05'	S36°12'46"W
L20	60.00'	N06°36'53"W	L50	60.02'	N84°05'31"W	L80	1193.96'	S07°18'14"W	L110	84.86'	S43°40'31"W
L21	50.00'	S83°23'07"W	L51	119.72'	N07°18'14"E	L81	50.73'	S07°18'14"W	L111	79.49'	S61°19'28"W
L22	3.20'	S83°23'07"W	L52	149.65'	N84°05'31"W	L82	49.27'	N07°18'14"E	L112	57.20'	S80°19'34"W
L23	38.98'	N64°52'11"W	L53	60.00'	N05°54'29"E	L83	50.00'	N84°05'31"W	L113	48.21'	S51°45'47"W
L24	76.53'	S14°13'22"W	L54	151.75'	S84°05'31"E	L84	62.63'	S21°17'47"E	L114	157.30'	S14°38'04"W
L25	14.14'	N68°38'27"W	L55	106.76'	N28°03'03"W	L85	21.49'	N86°40'08"W	L115	96.63'	S23°04'38"W
L26	149.75'	N88°02'28"W	L56	5.35'	S83°23'07"W	L86	97.20'	S40°09'33"E	L116	29.39'	S48°52'23"W
L27	10.00'	S85°49'56"E	L57	60.00'	N06°36'53"W	L87	124.85'	S47°54'22"E	L117	100.00'	N23°44'12"W
L28	50.00'	S04°10'02"W	L58	3.20'	N83°23'07"E	L88	250.83'	N42°46'04"E	L118	75.45'	S35°45'23"E
L29	60.00'	S85°49'58"E	L59	25.26'	N64°52'11"W	L89	200.16'	N33°50'32"E	L119	20.53'	N23°09'24"W
L30	50.00'	N04°10'02"E	L60	56.45'	S25°07'49"W	L90	121.04'	N17°39'25"E	L120	35.44'	S83°25'28"W

LOTS WITHIN PROPOSED CLOMR FLOODPLAIN		
BLOCK	LOT	AREA OUTSIDE FLOODPLAIN
BLOCK 3	3	1.225 Ac.
BLOCK 3	4	1.417 Ac.
BLOCK 3	5	0.876 Ac.
BLOCK 3	6	0.810 Ac.
BLOCK 3	7	0.685 Ac.
BLOCK 3	8	0.648 Ac.
BLOCK 3	9	0.674 Ac.
BLOCK 3	10	0.687 Ac.
BLOCK 3	11	0.677 Ac.
BLOCK 3	12	0.691 Ac.
BLOCK 3	13	0.719 Ac.
BLOCK 3	14	0.717 Ac.
BLOCK 3	15	0.716 Ac.
BLOCK 3	22	0.828 Ac.
BLOCK 3	23	0.517 Ac.
BLOCK 3	24	0.585 Ac.
BLOCK 3	25	1.215 Ac.
BLOCK 5	120	1.272 Ac.
BLOCK 5	121	0.708 Ac.
BLOCK 5	122	0.544 Ac.
BLOCK 5	123	0.528 Ac.
BLOCK 5	124	0.576 Ac.
BLOCK 5	125	1.003 Ac.
BLOCK 5	126	1.132 Ac.
BLOCK 5	129	1.084 Ac.
BLOCK 5	130	0.522 Ac.
BLOCK 5	131	0.582 Ac.

CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	CHORD BEARING
C1	2670.00'	1°32'04"	35.75'	71.50'	71.50'	N74°39'51"W
C2	2730.00'	1°03'40"	25.28'	50.56'	50.55'	N73°21'59"W
C3	1230.00'	1°07'42"	12.11'	24.22'	24.22'	N31°30'41"E
C4	1168.76'	1°07'46"	11.52'	23.04'	23.04'	S31°30'41"W
C5	510.00'	5°45'53"	25.68'	51.31'	51.29'	N10°11'11"E
C6	450.00'	6°39'41"	26.19'	52.32'	52.29'	S10°38'05"W
C7	1482.34'	11°34'36"	150.27'	299.51'	299.00'	N72°02'28"E
C8	640.00'	19°24'01"	109.40'	216.70'	215.67'	N78°20'28"W
C9	3.00'	92°12'31"	3.12'	4.83'	4.32'	S41°56'13"E
C10	3.00'	87°47'29"	2.89'	4.60'	4.16'	N48°03'47"E
C11	252.00'	14°03'25"	31.07'	61.83'	61.67'	S13°22'24"E
C12	218.00'	13°15'47"	25.35'	50.46'	50.35'	S12°58'35"E
C13	355.00'	81°36'33"	306.48'	505.64'	463.97'	S21°11'48"W
C14	270.00'	71°26'31"	194.16'	336.66'	315.27'	S26°16'49"W
C15	13.00'	90°00'00"	13.00'	20.42'	18.38'	S54°26'27"E
C16	1570.00'	18°25'58"	254.75'	505.09'	502.92'	N71°20'34"E
C17	680.00'	22°29'28"	135.21'	266.93'	265.22'	N73°22'19"E
C18	13.00'	84°12'06"	11.75'	19.10'	17.43'	N42°31'00"E
C19	13.00'	57°01'22"	7.06'	12.94'	12.41'	N28°05'44"W
C20	66.00'	294°02'45"	42.82'	338.72'	71.85'	S89°35'03"E
C21	13.00'	57°01'22"	7.06'	12.94'	12.41'	S28°55'38"W
C22	13.00'	96°37'23"	14.60'	21.92'	19.42'	N47°53'45"W
C23	620.00'	21°39'58"	118.64'	234.45'	233.06'	S72°57'34"W
C24	1630.00'	18°25'58"	264.48'	524.39'	522.14'	S71°20'34"W
C25	13.00'	90°00'00"	13.00'	20.42'	18.38'	S35°33'33"W
C26	1230.00'	28°23'20"	311.11'	609.44'	603.22'	S04°45'13"W
C27	13.00'	89°21'24"	12.85'	20.27'	18.28'	S25°43'49"E
C28	2670.00'	2°25'39"	56.57'	113.12'	113.11'	S71°37'20"E
C29	2730.00'	2°28'10"	58.84'	117.66'	117.65'	N71°36'04"W
C30	13.00'	86°43'10"	12.28'	19.68'	17.85'	S66°16'26"W

CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	CHORD BEARING
C31	1230.00'	5°39'12"	60.73'	121.36'	121.32'	S25°44'27"W
C32	1170.00'	5°28'34"	55.96'	111.83'	111.78'	N25°49'46"E
C33	13.00'	91°43'56"	13.40'	20.81'	18.66'	N22°46'29"W
C34	570.00'	19°24'01"	97.43'	193.00'	192.08'	N78°20'28"W
C35	330.00'	14°06'34"	40.84'	81.27'	81.06'	N80°59'11"W
C36	13.00'	82°47'54"	11.46'	18.79'	17.19'	S64°40'09"W
C37	670.00'	17°04'22"	100.57'	199.64'	198.90'	S14°44'02"W
C38	13.00'	90°39'02"	13.15'	20.57'	18.49'	S39°07'40"E
C39	1170.00'	2°09'45"	22.08'	44.16'	44.16'	S85°32'04"E
C40	13.00'	79°38'44"	10.84'	18.07'	16.65'	N53°33'42"E
C41	66.00'	285°19'48"	50.34'	328.68'	80.05'	S23°35'46"E
C42	13.00'	26°47'12"	3.10'	6.08'	6.02'	N74°19'28"W
C43	1230.00'	3°15'53"	35.05'	70.09'	70.08'	N86°05'08"W
C44	13.00'	89°20'58"	12.85'	20.27'	18.28'	S50°52'20"W
C45	13.00'	77°02'18"	10.35'	17.48'	16.19'	S32°19'18"E
C46	66.00'	172°12'33"	969.25'	198.37'	131.70'	S15°15'49"W
C47	13.00'	73°13'54"	9.66'	16.62'	15.51'	S64°45'08"W
C48	330.00'	67°46'17"	221.63'	390.34'	367.98'	S62°01'20"W
C49	13.00'	88°36'14"	12.69'	20.10'	18.16'	S51°36'21"W
C50	13.00'	91°23'46"	13.32'	20.74'	18.61'	N38°23'39"W
C51	13.00'	88°36'14"	12.69'	20.10'	18.16'	N51°36'21"E
C52	1095.00'	35°21'17"	348.98'	675.68'	665.01'	N10°22'24"W
C53	13.00'	67°50'24"	8.74'	15.39'	14.51'	N61°58'15"W
C54	101.00'	65°40'36"	65.19'	115.77'	109.54'	N63°03'09"W
C55	13.00'	66°24'02"	8.51'	15.07'	14.24'	N63°24'52"W
C56	13.00'	69°15'55"	8.98'	15.72'	14.78'	N48°45'10"E
C57	101.00'	3°13'54"	2.85'	5.70'	5.70'	N15°44'10"E
C58	13.00'	37°13'18"	4.38'	8.45'	8.30'	N01°15'32"W
C59	1482.34'	8°20'48"	108.16'	215.94'	215.75'	N73°39'22"E
C60	13.00'	55°06'07"	6.78'	12.50'	12.03'	S47°25'15"E

CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	CHORD BEARING
C61	101.00'	25°04'12"	22.46'	44.19'	43.84'	S62°26'12"E
C62	13.00'	67°50'24"	8.74'	15.39'	14.51'	S83°49'18"E
C63	1030.00'	12°37'30"	113.94'	226.96'	226.50'	N68°34'15"E
C64	380.00'	37°41'56"	129.73'	250.03'	245.54'	S86°16'02"E
C65	13.00'	83°43'06"	11.65'	19.00'	17.35'	N70°43'22"E
C66	480.00'	37°54'27"	164.84'	317.57'	311.81'	N47°49'03"E
C67	13.00'	57°01'22"	7.06'	12.94'	12.41'	N38°15'36"E
C68	66.00'	294°02'45"	42.82'	338.72'	71.85'	S23°13'43"E
C69	13.00'	57°01'22"	7.06'	12.94'	12.41'	N84°43'02"W
C70	13.00'	91°12'59"	13.28'	20.70'	18.58'	S21°09'47"W
C71	13.00'	88°47'01"	12.73'	20.14'	18.19'	N68°50'13"W
C72	420.00'	37°54'27"	144.24'	277.88'	272.84'	S47°49'03"W
C73	13.00'	83°43'06"	11.65'	19.00'	17.35'	S12°59'44"E
C74	380.00'	294°02'45"	101.09'	197.60'	195.38'	S39°57'29"E
C75	270.00'	62°58'48"	165.39'	296.79'	282.07'	S56°33'05"E
C76	13.00'	87°47'29"	12.51'	19.92'	18.03'	N48°03'47"E
C77	13.00'	92°12'31"	13.51'	20.92'	18.74'	S41°56'13"E
C78	630.00'	19°24'01"	107.69'	213.32'	212.30'	S78°20'28"E
C79	13.00'	92°31'40"	13.59'	20.99'	18.79'	N65°05'43"E
C80	1170.00'	28°16'20"	294.67'	577.33'	571.49'	N04°41'43"E
C81	330.00'	71°26'31"	237.31'	411.48'	385.33'	N26°16'49"E
C82	295.00'	69°24'38"	204.31'	357.38'	335.92'	N27°17'45"E
C83	218.00'	31°44'10"	61.97'	120.75'	119.21'	N33°16'40"W
C84	252.00'	11°05'45"	24.48'	48.80'	48.73'	N23°35'52"W
C85	730.00'	17°04'22"	109.57'	217.52'	216.72'	S14°44'02"W
C86	270.00'	89°42'38"	268.64'	422.75'	380.87'	S51°03'10"W
C87	13.00'	91°23'46"	13.32'	20.74'	18.61'	N38°23'39"W
C88	1155.00'	35°21'17"	368.10'	712.70'	701.45'	N05°22'24"W
C89	13.00'	67°50'24"	8.74'	15.39'	14.51'	N10°52'09"E
C90	101.00'	45°22'16"	42.22'	79.98'	77.91'	N17°06'14"E



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Request for Relief - Inspiration Hill No. 2 Lots 4A-1 thru 4A-7 (Sabine Rd.)
DEPARTMENT & PERSON MAKING REQUEST	Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from the minimum road frontage requirements in Section 300.1100 of the Kendall County Development Rules and Regulations for Inspiration Hill No. 2 Lots 4A-1 thru 4A-7. Tammy Watts - Owner
REASON FOR AGENDA ITEM	Request for Relief - Inspiration Hill No. 2 Lots 4A-1 thru 4A-7(Sabine Rd.)
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	The applicant is proposing relief from minimum road frontage. Section 300.1100 of the Kendall County Development Rules and Regulations require each lot within a subdivision to have a minimum of 250'. There are severe topographic challenges to each lot.

REQUEST FOR RELIEF (Variance)

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

1. Date: March 17, 2023
2. Location of Property: Sabine Road
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Tammy Watts
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

Relief from minimum road frontage – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

There are severe topographic challenges to each lot.
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

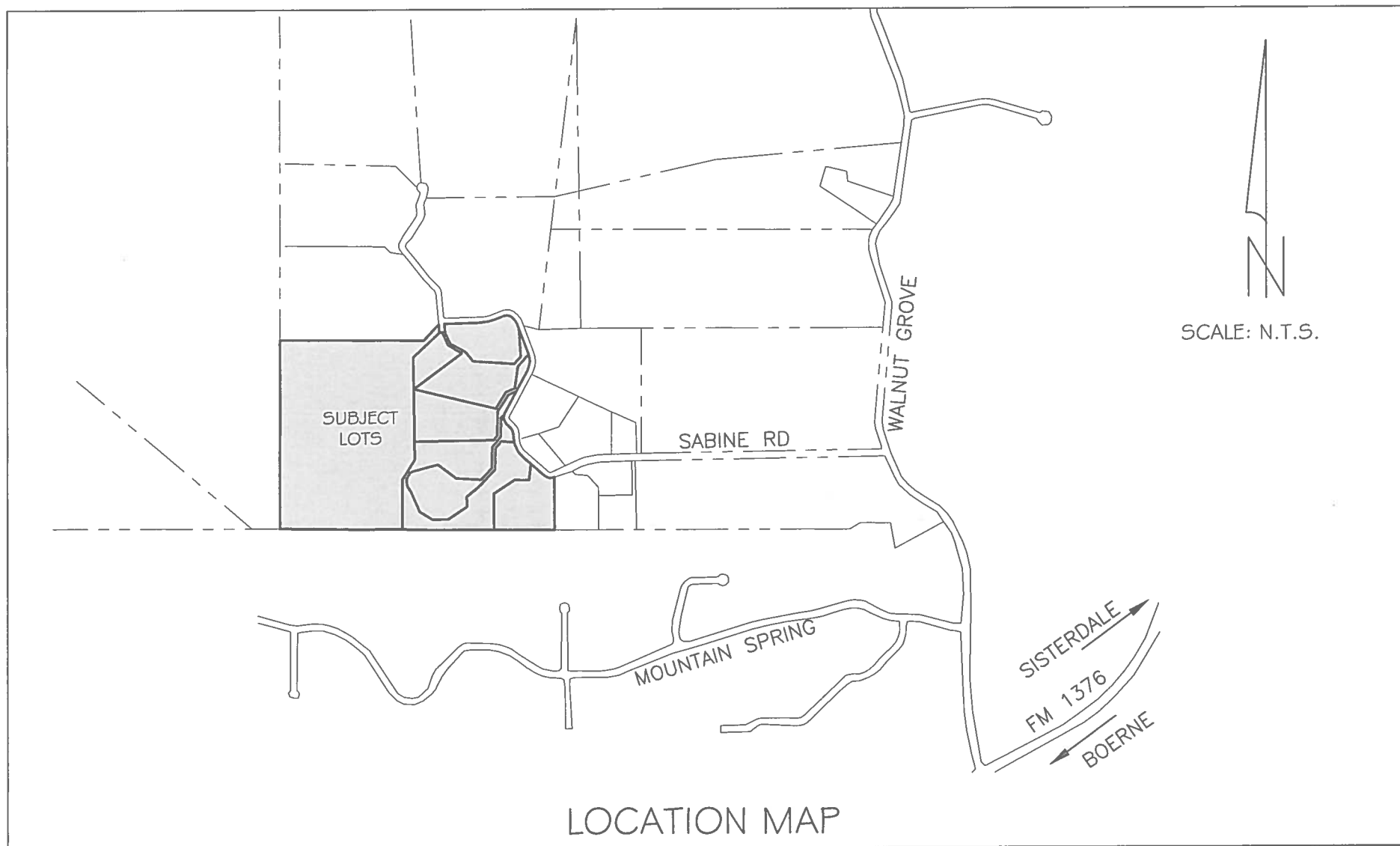
There are severe topographic challenges to each lot and we are reducing the overall number of lots in the existing development.
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

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



Wes Rexrode
For Tammy Watts



LOTS 4A-1 thru 4A-7, INSPIRATION HILL NO. 2
recorded in Volume 7, Pages 365-366,
Plat Records, Kendall County, Texas,

LOT 4B, INSPIRATION HILL NO. 2
recorded in Document No. 35439,
Plat Records, Kendall County, Texas,
and
LOT 5, INSPIRATION HILL NO. 2
recorded in Volume 1, Page 17,
Plat Records, Kendall County, Texas,

33.0 ACRE TRACT
VOLUME 1636, PAGES 878-882
OFFICIAL RECORDS

LOT 5
48.1860 AC
INSPIRATION HILL NO. 2
VOLUME 1, PAGE 17
PLAY RECORDS

LOT 6
INSPIRATION HILL NO. 2
VOLUME 1, PAGE 17
PLAT RECORDS

LOT 14
MOUNTAIN SPRING FARMS
VOLUME 1, PAGES 60-63
PLAT RECORDS

LOT
MOUNTAIN S

LOT 13B
MOUNTAIN SPRING FARMS
VOLUME 1, PAGES 74-76
PLAT RECORDS

PORTIONS OF LOT 11A AND 11B
MOUNTAIN SPRING FARMS
VOLUME 1, PAGES 74-76
AND A PORTION OF
LOT 12
MOUNTAIN SPRING FARMS
VOLUME 1, PAGES 60-63
PLAT RECORDS
A 12.21 ACRE TRACT
VOLUME 903 PAGES 621-628
OFFICIAL RECORDS

LOT 9E
MOUNTAIN SPRING FARMS
VOLUME 2, PAGES 389-391
PLAT RECORDS

LOT 9F
MOUNTAIN SPRING FARMS
VOLUME 2, PAGES 369-391
PLAT RECORDS

[illegible]

TYPICAL LOT EASEMENT
N.T.S. (ESTABLISHED ON ALL LOTS)

LEGEND

R1	RECORD CALL PER VOLUME 7, PAGES 363 366, P.R.
R2	RECORD CALL PER DOCUMENT NO. 334391, P.R.
R3	RECORD CALL PER VOLUME 1, PAGE 17, P.R.

SCALE: 1" = 200'



CURVE	LENGTH	RADIUS
C1	18.25	75.00
C2	76.74	75.00
C3	33.82	225.00
C4	148.85	225.00

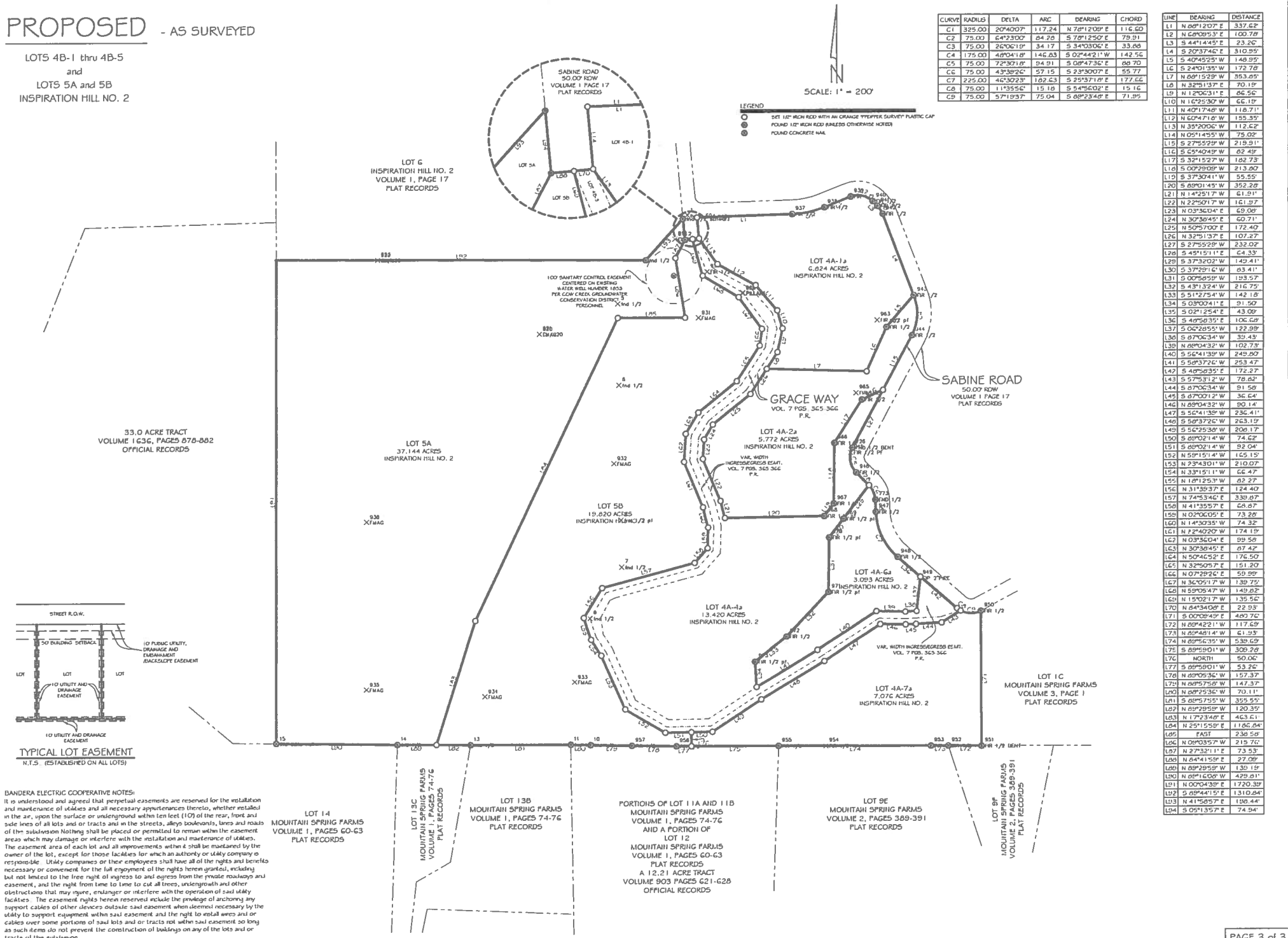
LINE	BEARING	LENGTH
L1	N24°59'20"W	158.17
L2	N60°04'10"E	156.17
L3	N51°01'10"E	131.27
L4	S40°54'02"W	85.62
L5	S03°36'3"E	254.61
L6	N40°54'02"E	146.66
L7	N80°29'50"E	200.68
L8	N6°55'10"E	86.76
L9	S52°00'24"W	174.66
L10	S51°01'04"E	174.66
L11	S32°20'49"W	182.62
L12	NOT USED	
L13	N00°00'47"E	214.02
L14	S37°35'08"W	55.32
L15	S55°09'24"W	33.91
L16	S00°50'24"W	77.95
L17	S35°32'59"W	125.39
L18	N01°21'33"W	191.62
L19	S43°01'07"W	144.37
L20	N13°02'50"W	121.69
L21	S75°01'31"W	245.24
L22	N55°49'23"W	25.46
L23	S73°57'13"W	141.28
L24	S71°41'19"E	52.42
L25	S27°11'57"W	58.52
L26	S08°00'35"E	60.00
L27	S32°44'00"E	62.62
L28	S23°30'01"E	189.17
L29	S50°08'14"E	137.35
L30	N00°00'17"E	19.14
L31	S55°36'56"E	205.41
L32	S03°30'33"E	91.70
L33	S51°36'13"W	142.16
L34	S43°01'07"W	216.35
L35	N01°20'23"W	93.67
L36	S37°35'08"W	63.57
L37	N00°00'39"W	19.14
L38	S05°54'10"W	148.25
L39	N07°07'11"E	35.99
L40	S06°57'33"E	95.62

LINE	BEARING	LENGTH
L42	S23°47'01"E	127.62
L43	S59°27'04"E	147.32

K3-LINE TABLE		
LINE	BEARING	LENGTH
L44	S04°25'E	75'

- AS SURVEYED

LOTS 4B-1 thru 4B-5
and
LOTS 5A and 5B
INSPIRATION HILL NO. 2





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	Road & Bridge Monthly Report
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Don L Evans, Road Supervisor
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Summary of Road Work For February 2022
REASON FOR AGENDA ITEM	Report Progress of Road Work
WHO WILL THIS AFFECT?	County wide progress report.
ADDITIONAL INFORMATION	None.

Kendall County Road Bridge February 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
1	10036	JOHNS RD		Brush	Tree Removal	54020	2/1/22
1	946	N SCHOOL ST		Brush	Brush Removal	54202	2/18/22
1		VARIOUS ROADS		Data Collection	Seal Coat Prep	54215	2/1/22
	5665	SE Loop 410	Holt/SA	Equipment	Repairs Needed	54198	2/17/22

Kendall County Road Bridge February 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
2		CASCADE CAVERNS RD	@ .1 Miles	Brush	Brush Removal	54046	2/7/22
2		VARIOUS ROADS		Data Collection	Seal Coat Prep	54219	2/17/22
2		VARIOUS ROADS		Data Collection	Seal Coat Prep	54216	2/7/22
2	139	MARK TWAIN DR	Kreutzberg Canyon Park	Maintenance	Road Surface	54076	2/9/22
2	139	MARK TWAIN DR	Kreutzberg Canyon Park	Maintenance	Road Surface	54072	2/10/22
2	139	MARK TWAIN DR	Kreutzberg Canyon Park	Maintenance	Road Surface	54095	2/11/22
2	202	CHARGER BLVD	Brush Site	Non Road and Bridge	Grind Brush	54247	2/24/22
2	202	CHARGER BLVD	Brush Site	Non Road and Bridge	Grind Brush	54284	2/25/22
2	202	CHARGER BLVD	Brush Site	Non Road and Bridge	Grind Brush	54246	2/23/22

Kendall County Road Bridge February 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
3		SEEWALD RD	.8 to 1.1 Miles	Brush	Clear Overhead	54045	2/2/22
3		SEEWALD RD	.6 to .8 Miles	Brush	Clear Overhead	54047	2/7/22
3		SEEWALD RD	1.1 to 1.2 Miles	Brush	Clear Overhead	54022	2/1/22
3		EDGE FALLS RD	3.63 to 3.83 Miles	Brush	Clear Overhead	54293	2/22/22
3		EDGE FALLS RD	3.8 to 4.1 Miles	Brush	Clear Overhead	54292	2/25/22
3		VARIOUS ROADS		Data Collection	Seal Coat Prep	54217	2/15/22
3		VARIOUS ROADS		Data Collection	Seal Coat Prep	54218	2/17/22
3		CYPRESS LN	@ 0 Miles	Maintenance	Install Mailbox	54223	2/2/22
3	12	STAUDT ST	Old R&B	Maintenance	Parking Lot	54224	2/7/22
3	12	STAUDT ST	Old R&B	Maintenance	Parking Lot	54225	2/8/22
3		STATE HIGHWAY 46	Voss Middle School	Non Road and Bridge	Assist VFD	54141	2/15/22
3	221	FAWN VALLEY DR	Elections Office	Non Road and Bridge	Assist Other Agency	54285	2/28/22
3		CRABAPPLE RD	@ 5.2 Miles	Road Structure	Cattle Guard Repair	54084	2/9/22

Kendall County Road Bridge February 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4	134	WARING WELFARE RD		Brush	Tree Removal	54291	2/24/22
4		POSSUM CREEK RD	1 to 1.2 Miles	Brush	Tree Removal	54294	2/28/22
4	206	BIG JOSHUA CREEK RD		Brush	Tree Removal	54201	2/17/22
4		UPPER SISTERDALE RD	1.6 to 2.4 Miles	Brush	R.O.W. Clearing	54097	2/11/22
4		UPPER SISTERDALE RD	.8 to 1.6 Miles	Brush	R.O.W. Clearing	54093	2/9/22
4	206	BIG JOSHUA CREEK RD		Brush	Tree Removal	54195	2/16/22
4		WARING WELFARE RD	@ 1.2 Miles	Brush	Tree Removal	54021	2/1/22
4		UPPER SISTERDALE RD	2.4 to 3.4 Miles	Brush	R.O.W. Clearing	54106	2/14/22
4	206	BIG JOSHUA CREEK RD		Brush	Tree Removal	54194	2/15/22
4		CYPRESS CREEK RD	#7 to #13	Contract Services	Pot Hole Repair	54329	2/28/22
4	21	AMBER DR		Contract Services	Seal Coat Prep	54204	2/10/22
4	215	AMBER DR		Contract Services	Seal Coat Prep	54205	2/10/22
4		EAST ST	@ South St.	Contract Services	Seal Coat Prep	54207	2/10/22
4	221	EAST ST		Contract Services	Seal Coat Prep	54208	2/10/22
4	110	AMBER DR		Contract Services	Seal Coat Prep	54206	2/10/22
4	15	CYPRESS CREEK RD	To County Line	Contract Services	Pot Hole Repair	54210	2/18/22
4		AMBER DR	@ Altgelt St	Contract Services	Seal Coat Prep	54209	2/10/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Yard Maint	54277	2/28/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	CDL Training	54083	2/10/22
4		CYPRESS CREEK RD	@ North Creek Rd	County Road and Bridge	Closed Road	54200	2/17/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	CDL Training	54048	2/8/22
4	3	OLD COMFORT RD	Excavator Training	County Road and Bridge	Excavator Training	54139	2/11/22
4	648	FM 289	KYAC	County Road and Bridge	Excavator Training	54137	2/9/22
4		VARIOUS ROADS		Data Collection	Seal Coat Prep	54220	2/23/22
4	3	OLD COMFORT RD	R&B Yard	Equipment	Equip Standby	54283	2/25/22
4	3	OLD COMFORT RD	R&B Yard	Equipment	Equip. Standby	54278	2/25/22
4		POEHNERT RD	0 to .1 Miles	Maintenance	Road Surface	54193	2/15/22
4		GILES RANCH RD	@ 1.5 Miles	Maintenance	Drainage Structure	54140	2/10/22
4		POEHNERT RD	2.38 to .0 Miles	Maintenance	Ditch Work	54062	2/9/22
4		POEHNERT RD	0 to .1 Miles	Maintenance	Edge Of Pavement	54044	2/7/22
4		WARING WELFARE RD	@ 1.8 Miles	Maintenance	Ditch Maint.	54181	2/14/22
4	213	WARING WELFARE RD		Maintenance	Mailbox Approach	54094	2/11/22
4		POEHNERT RD	@ 1.7 Miles	Maintenance	Driveway Work	53960	2/1/22

Kendall County Road Bridge February 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4		POEHNERT RD	0 to .1 Miles	Maintenance	Road Surface	54226	2/16/22
4		GREEN CEDAR RD	0 to .3 Miles	Maintenance	Edge Of Pavement	54251	2/24/22
4	213	WARING WELFARE RD		Maintenance	Mailbox Approach	54188	2/14/22
4		POEHNERT RD	.5 to .7 Miles	Maintenance	Shoulder Work	54257	2/10/22
4	27	POEHNERT RD		Maintenance	Ditch Maint.	54185	2/14/22
4		POEHNERT RD	.2 to .3 Miles	Maintenance	Level Road Surface	54239	2/23/22
4		RIVER BEND RD	@ .5 Miles	Maintenance	Ditch Maint.	54274	2/25/22
4		POEHNERT RD	.1 to .2 Miles	Maintenance	Road Surface	54237	2/18/22
4		POEHNERT RD	0 to 2.38 Miles	Maintenance	Ditch Work	54060	2/8/22
4		POEHNERT RD	0 to .1 Miles	Maintenance	Road Surface	54228	2/17/22
4		POEHNERT RD	0 to .3 Miles	Maintenance	Edge Of Pavement	54249	2/24/22
4	12	STAUDT ST	Old R&B	Maintenance	Parking Lot	53966	2/1/22
4		UPPER CIBOLO CREEK RD	@ 1.42 Miles	Maintenance	Pot Hole Repair	54248	2/24/22
4		POEHNERT RD	.2 to .3 Miles	Maintenance	Road Surface	54238	2/22/22
4		POEHNERT RD	@ 1.1 Miles	Maintenance	Edge Of Pavement	54042	2/2/22
4		GILES RANCH RD	@ 1.7 Miles	New Construction	Concrete Work	54290	2/28/22
4		POSSUM CREEK RD	1.1 to 1.2 Miles	New Construction	Road Surface	54306	2/28/22
4	102	INDEPENDENCE PKWY		Non Road and Bridge	Assist Other Agency	54096	2/11/22
4		JOSHUA RANCH DR		Non Road and Bridge	Assist VFD	54203	2/19/22
4	523	SEVENTH ST		Striping	Temporary Markings	54245	2/23/22
4		MARQUARDT RD	@ 1.2 Miles	Tree Removal	Tree Removal	54295	2/24/22



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022
OPEN SESSION

SUBJECT	Operations Monthly Report
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Road & Bridge; Operations Jean Maxwell Operations Manager
PHONE # OR EXTENSION #	830-249-9343 EXT 652
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Summary of Operations For February 2022
REASON FOR AGENDA ITEM	Operations Monthly Report
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
1	201	E SAN ANTONIO AVE	@ Court House	Object Marker Replace	Replace Object Marker	54189	2/16/2022
1		RANGER CREEK RD	@ 9.93 Miles	Repair Sign Support	Repair Stop Sign Pole	54191	2/18/2022

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		HILLVIEW LOOP	@ .67 Miles	Data Collection	GPS Culvert Site	54067	2/9/2022
2		HILLVIEW LOOP	@ .09 Miles	Data Collection	GPS Culvert Site	54059	2/9/2022
2		HILLVIEW LOOP	@ .3 Miles	Data Collection	GPS Culvert Site	54057	2/9/2022
2		DOVE CREST DR	@ .1 Miles	Data Collection	GPS Culvert Site	54069	2/9/2022
2	131	WHITE OAK TRL	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54288	2/22/2022
2	133	WHITE OAK TRL	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54328	2/28/2022
2	120	RANCH DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54183	2/11/2022
2		KREUTZBERG RD	Fabricate @ Shop	Fabricate	Fabricate Left Turn Arrow Sign	54330	2/28/2022
2		KREUTZBERG RD	Fabricate @ Shop	Fabricate	Fabricate Right Turn Sign	54331	2/28/2022
2			Various Locations	Inspect	Inspect All Traffic Counters	54041	2/1/2022
2	153	HILLVIEW LOOP	@ .5 Miles	Object Marker Repair	Repair Object Marker	54066	2/9/2022
2	133	HILLVIEW LOOP	@ .3 Miles	Object Marker Replace	Replace Object Marker	54058	2/9/2022
2	168	HILLVIEW LOOP	@ .67 Miles	Object Marker Replace	Replace Two Object Markers	54068	2/9/2022
2	116	DOVE CREST DR	@ .3 Miles	Object Marker Replace	Replace Two Object Markers	54071	2/9/2022
2		DOVE CREST DR	@ .1 Miles	Object Marker Replace	Replace Two Object Markers	54070	2/9/2022
2	111	HILLVIEW LOOP	@ .09 Miles	Object Marker Replace	Replace Two Object Markers	54061	2/9/2022
2		HILLVIEW LOOP	@ .17 Miles	Relocate	Relocate Winding Rd. Sign	54082	2/9/2022
2		HILLVIEW LOOP	@ .04 Miles	Remove	Remove "T" Int. Sign	54063	2/9/2022

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		OAKRIDGE DR	@ .25 Miles	Remove	Remove Arrow Board	54038	2/1/2022
2		KREUTZBERG RD	@ 1.06 Miles	Remove	Remove Chevron	54197	2/18/2022
2		KREUTZBERG RD	@ 1.06 Miles	Repair Sign	Repair Loose Chevron	54196	2/18/2022
2		KREUTZBERG RD	@ 1.06 Miles	Replace	Replace Chevron & Pole	54103	2/10/2022
2		KREUTZBERG RD	@ 1.06 Miles	Replace	Replace Chevron & Pole	54102	2/10/2022
2		KREUTZBERG RD	@ 1.06 Miles	Replace	Replace Chevron & Pole	54104	2/10/2022
2		OAKRIDGE DR	@ .25 Miles	Replace	Replace Chevron & U Channel	54040	2/1/2022
2		OAKRIDGE DR	@ .25 Miles	Replace	Replace Chevron & U Channel	54039	2/1/2022
2		OAKRIDGE DR	@ 1 Mile	Replace	Replace Chevrons	54036	2/1/2022
2		OAKRIDGE DR	@ 1.1 Miles	Replace	Replace Left Rev. Curve Sign & Pole	54034	2/1/2022
2		KREUTZBERG RD	@ .95 Miles	Replace	Replace Left Turn Sign & Pole	54332	2/28/2022
2		OAKRIDGE DR	@ .73 Miles	Replace Sign	Replace 30 MPH Sign	54052	2/1/2022
2		OAKRIDGE DR	@ .25 Miles	Replace Sign	Replace Chevron & U Channel	54037	2/1/2022
2		OAKRIDGE DR	@ .62 Miles	Replace Sign	Replace Int. Road Sign	54049	2/1/2022
2		OAKRIDGE DR	@ .75 Miles	Replace Sign	Replace Int. Road Sign	54033	2/1/2022
2		LOS INDIOS RANCH RD	@ .13 Miles	Replace Sign	Replace Intersection Sign	54289	2/18/2022
2		KREUTZBERG RD	@ 1.2 Miles	Replace Sign	Replace Right Turn Sign	54334	2/28/2022
2		HILLVIEW LOOP	@ .08 Miles	Replace Sign	Replace Stop Ahead Sign	54064	2/9/2022

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		OAKRIDGE DR	@ .6 Miles	Replace Sign	Replace Winding Rd Sign	54050	2/1/2022
2		HILLVIEW LOOP	@ .91 Miles	Replace Sign	Replace Winding Rd. Sign	54065	2/9/2022

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3		LEWIS RD	@ .36 Miles	Clean	Clean Cattle Guard Sign	54088	2/10/2022
3		FOSTER RD	@ .2 Miles	Data Collection	GPS Culvert Site	54099	2/10/2022
3		LEWIS RD	@ .03 Miles	Data Collection	GPS Culvert Site	54089	2/10/2022
3	3	FOSTER LN	@ .01 Miles	Data Collection	GPS Culvert Site	54091	2/10/2022
3	22	JONES CEMETARY RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54055	2/8/2022
3	58	RICHTER RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54182	2/11/2022
3	79	COLEMAN SPGS	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54053	2/8/2022
3	62	PHILLIP RANCH RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54054	2/8/2022
3		N J DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54333	2/28/2022
3	135	SOMEDAY DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54305	2/24/2022
3		STEEL VALLEY DR	Fabricate @ Shop	Fabricate	Fabricate Street Name Sign	54187	2/16/2022
3	3	FOSTER LN	@ .01 Miles	Object Marker Replace	Replace Two Object Markers	54092	2/10/2022
3	4	LEWIS RD	@ .03	Object Marker Replace	Replaced Two Object Markers	54090	2/10/2022
3	4	LEWIS RD	@ .02 Miles	Object Marker Replace	Replace Reflective Tape On Wings	54087	2/10/2022
3	8	FOSTER RD	@ .2 Miles	Object Marker Replace	Replace Two Object Markers	54100	2/10/2022
3		RIVER FOREST DR	@ .19 Miles	Repair Sign Support	Repair Left Curve Sign Pole	54192	2/18/2022

Kendall County Operations February 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		UPPER CIBOLO CREEK RD	@ 4.4 Miles	Clean	Clean Signs	54324	2/25/2022
4		UPPER CIBOLO CREEK RD	@ 4.1 Miles	Clean	Clean Sign	54335	2/25/2022
4		UPPER CIBOLO CREEK RD	@ 4.4 Miles	Clean	Clean Sign	54336	2/25/2022
4	20	CRAVEY RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54056	2/9/2022
4	335	ZOELLER LN	Fabricate @ Shop	Fabricate	Fabricate Address Plates	54325	2/28/2022
4	403	ZOELLER LN	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54326	2/28/2022
4	228	BROADWAY	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54304	2/23/2022
4	156	SABINE RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54184	2/11/2022
4	80	WALNUT GROVE RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	54303	2/23/2022
4		RANGER CREEK RD	@ 9.93 Miles	Fabricate and Install	Fabricate & Install Street Name Sign	54302	2/22/2022
4	111	FAWN LN	@ .01 Miles	Object Marker Repair	Repair Object Markers	54186	2/16/2022
4		UPPER CIBOLO CREEK RD	@ 4.5 Miles	Replace	Replace Rt Turn Sign/Pole	54323	2/25/2022
4		UPPER CIBOLO CREEK RD	@ 4.42 Miles	Replace Sign	Replace Left Turn Sign	54309	2/25/2022



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/28/2022 OPEN SESSION	
SUBJECT	FY 2021 Annual Audit
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor Keith Neffendorf Hayley Blocker Neffendorf & Blocker, P.C.
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	20 Minutes
WORDING OF AGENDA ITEM	Review and accept the Fiscal Year 2021 Annual Audit.
REASON FOR AGENDA ITEM	Present the Fiscal Year 2021 financial audit.
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None