



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Commissioners Court Meeting Minutes |
| DEPARTMENT & PERSON MAKING REQUEST | County Clerk's Office Paula Pfeiffer, Deputy Clerk |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 1 minute |
| WORDING OF AGENDA ITEM | Consideration and action on approval of the Minutes for January 23, 2023. |
| 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: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Burn Ban |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, 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 lifted by Commissioners Court November 28, 2022. |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Public Hearing - Town of Comfort Lot 113A |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Rick Tobolka Assistant County Engineer - Mary Ellen Schulle |
| PHONE # OR EXTENSION # | 830-249-934 ext. 252 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | (9:15 a.m.) Public hearing on the application filed by James & Lisa Jenkins for the proposed plat revision of lot 113A recorded in Volume 8 Page 152 of the Kendall County Plat Records. |
| REASON FOR AGENDA ITEM | Public Hearing - Town of Comfort Lot 113A |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Precinct 4 |
| ADDITIONAL INFORMATION | None |

Donnie Boerner Surveying Company L.P.

228 Holiday Road ♦ Comfort, Texas 78013

Phone: 830-377-2492

FIRM NO. 10193963

January 6, 2023

Dear Property Owner,

The owner of Lot 113A, Town of Comfort, Kendall County, Texas are proposing to REPLAT their existing tract into two lots (Lots 113A-1 and 113A-2).

State law requires notification to owners of adjoining tracts for any comments they may have regarding this proposed REPLAT. An exhibit showing the existing and proposed division is attached.

A Public Notice will be put in the Boerne Star for at least 15 days prior to a public hearing to be held at Commissioners Court set for February 13, 2023 @ 9:00 AM

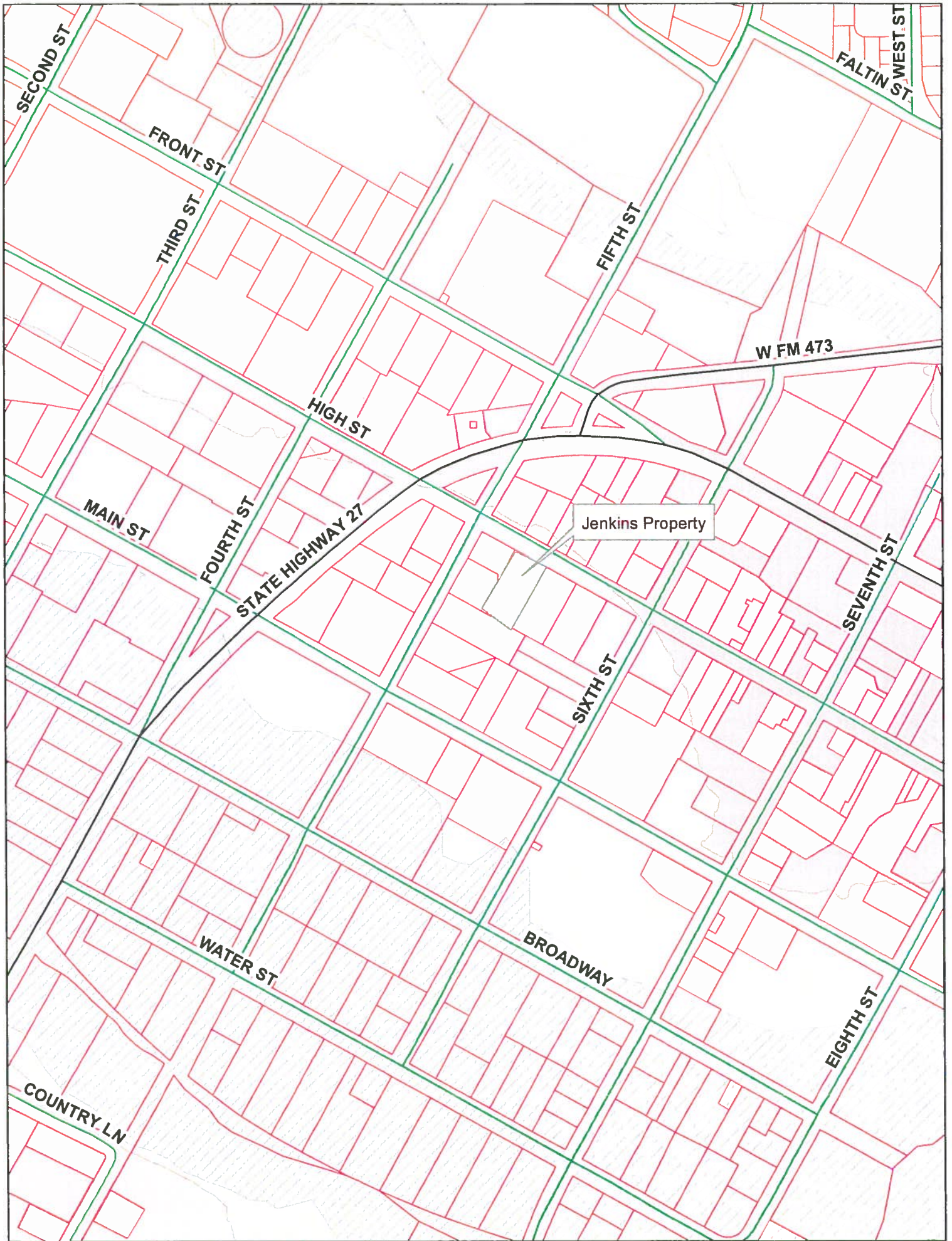
Please address any comments you may have, IN WRITING, to Mary Ellen Schulle, Kendall County Development Engineer, at the address below by February 6, 2023.

Thank you for your time regarding this matter.

Sincerely,

Donald Dean Boerner
Registered Professional Land Surveyor No. 5207

CC: Mary Ellen Schulle, P.E., CFM
Development Engineer/Floodplain Administrator
201 E. San Antonio Street, Suite 101
Boerne, Texas 78006



EXISTING

HIGH STREET

25 VARAS = 69.44'
RIGHT-OF-WAY
VOLUME 14 PAGE 338
PLAT RECORDS

LOT 114A

TOWN OF COMFORT
VOLUME 8 PAGE 152-154
PLAT RECORDS

PART OF LOT 114

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS

LOT 113A

TOWN OF COMFORT
VOLUME 8 PAGE 152-154
PLAT RECORDS

0.605 ACRES

LOT 112

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS

LOT 141

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS



SCALE: 1" = 30'

PROPOSED

HIGH STREET

25 VARAS = 69.44'
RIGHT-OF-WAY
VOLUME 14 PAGE 338
PLAT RECORDS

LOT 114A

TOWN OF COMFORT
VOLUME 8 PAGE 152-154
PLAT RECORDS

LOT 113A-1
0.220 ACRES

LOT 113A-2
0.385 ACRES

PART OF LOT 114

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS

LOT 112

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS

LOT 141

TOWN OF COMFORT
VOLUME 22 PAGE 331
DEED RECORDS



SCALE: 1" = 30'

THE BOERNE STAR

CLASSIFIEDS

Classified Deadlines: Wednesday online edition, 11 a.m. on Thursday; Weekend issue, 11 a.m. on Tuesday.
Call 830-249-2441 and ask for Kolleen.

WWW.BOERNSTAR.COM

| FULL TIME | SERVICES | RENTALS | MUSICAL INSTRUMENTS | BUSINESS OPPORTUNITY | LEGALS | LEGALS | LEGALS | LEGALS |
|---|---|---|---|--|--------------------------------------|--------|--------|--------|
| <p>Caregivers Needed Please call 830-371-8496 or apply online at 155.xdscare.com.</p> <p>FOR SALE FOR SALE: 55 gallon ink drums \$10, wood pallets \$5 and end rolls \$10. Call Granite Printing, 512-352-3687, or come by 2675 CR 374, Circleville, TX.</p> <p>☆☆☆☆☆ ☆☆☆☆☆</p> | <p>All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status, or national origin, or attempt to make any such preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin. We will not knowingly accept any advertising for real estate which is in violation of the law. Persons who are heavily informed that dwellings advertised are available on an equal opportunity basis.</p> <p>Get something to sell? No in the classifieds.</p> | <p>RIVERHOUSE Private river front, 3/2, 2 car garage, FP, and additional quarters off double carport, \$1850/mo. 830-535-4100, 210-259-7551</p> <p>3/2 duplex/ bonus room. One car garage, fenced yard. \$1695/mo 512-784-8412</p> | <p>ATTENTION FORMER BAND STUDENTS AND PARENTS Did you know that you can donate used band instruments to SAMS Kids and count it as a tax deduction? SAMS Kids needs used band instruments for BSD students. For more information, please contact Janet O'Spahn at 830-830-357-2006 or Lori at 830-981-4536.</p> <p>Please carefully consider the value of benefits before you purchase a product or service. Publication of products or services does not indicate endorsement by the Boerne Star. If you feel you have been the victim of fraud, please contact the Attorney General's Office and/or the Better Business Bureau.</p> | <p>DEPARTMENT OF HOMELAND SECURITY</p> <p>FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>Proposed Flood Hazard Determinations for Unincorporated Areas of Kendall County, Texas, Case No. 22-06-0783P. The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90 day period provided for appeals, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA-MAP (1-877-336-2627).</p> | | | | |
| <p>Advertising Works! Call 249.2441</p> | | | | | <p>LEGALS LEGALS</p> | | | |

Are you looking for a career that is impactful and committed to the wellness of the Hill Country residents and preventing the devastating impact of substance use? Do you have a degree in any social service field (Public Health, counseling, criminology or other similar)? Then a Prevention Coordinator position is right for you, apply at <https://sacada.org/job/prevention-project-coordinator/>

Prevention Project Coordinator: is responsible for conducting outreach, developing marketing collateral, and promoting best practices with community stakeholders to reduce morbidity and mortality of substance use, misuse, and diversion for the Kendall and Kerr District Response Consortium (IDR). The service area includes Kendall and Kerr Counties and being offered in Kerrville. Establish and maintain cooperative, professional, and productive work relationships with local key stakeholders and maintain MOUs. The coordinator will also be responsible for contacting the media to promote the goals of the consortium, assisting with monthly meetings, developing agendas, documenting meeting minutes, developing data collection products, and marketing materials, and sending out updates to the consortium.

Email Resume to gsolis@sacada.org
Salary: \$38,000 – 43,000 annually.

Are you looking for a career where you can help others struggling with substance use? Do you have at least 2 years in recovery? If so, then a career as a Recovery Coach is right for you! Apply at Recovery Coach - Hill Country, Texas - San Antonio Council on Alcohol & Drug Awareness (sacada.org) or email resume to gsolis@sacada.org.

The Recovery Coach (Hill Country, TX) is responsible for providing recovery coaching and support services to individuals with or at risk of alcohol and drug problems by providing individuals online, telephonic and face to face support services. The goal of the Recovery Coach is to extend the reach of traditional treatment services beyond the clinical setting into the everyday environment of individuals seeking to achieve or sustain recovery from a Substance Use Disorder (SUD).

Starting pay: \$15.00 hourly

CITY OF Boerne

NOW HIRING

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Adrian Knight TX Lic #1102 936-452-7391
Kerry Conley TX Lic #9153 936-452-4443
Colt Adams TX Lic #17836 351-920-1618

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Robert Lanford Griffin, Deceased, were issued on September 7, 2022, in Cause No. 22-134-PR, pending in the County Court of Kendall County, Texas, to Donna Yvonne Griffin.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Donna Yvonne Griffin
909 FM 473
Boerne, Texas 78006

DATED the 8th day of January, 2023.

Robert J. Ogle
Attorney for Donna Yvonne Griffin
State Bar No. 15731350
507 E. San Antonio
BOERNE, Texas 78006
Telephone: (830) 331-2772
Facsimile: (830) 217-2248
E-mail: boj@lawnogleg.com

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF JOHN RAE MILTON, JR. DECEASED

Notice is hereby given that on January 5, 2023, Letters Testamentary were issued to JENNIFER ELIZABETH MILTON as Independent Executor of the Estate of JOHN RAE MILTON, JR., Deceased in Cause No. 22-194-PR currently pending in the County Court of Kendall County, Texas. All persons having claims against the Estate being administered are hereby requested to present the same within the time prescribed by law to the following:

JENNIFER ELIZABETH MILTON
Independent Executor of the Estate of JOHN RAE MILTON, JR., Deceased
c/o LYNNELLE LOKE MOORE
LOKE MOORE LAW, PLLC
2135 E. Hildebrand
San Antonio, Texas 78209

THE CLASSIFIEDS RIGHT ON THE MONEY!

PLEASE CALL US TODAY!
830-249-2441
www.boerneststar.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Clarence William Pettorff, Deceased, were issued on January 4, 2023, in Cause No. 22-213-PR, pending in the County Court of Kendall County, Texas, to Sandra Ellen Pettorff.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Sandra Ellen Pettorff
304 Canyon Loop Road
Boerne, Texas 78006

DATED the 9th day of January, 2023.

Robert J. Ogle
Attorney for Sandra Ellen Pettorff
State Bar No. 15731350
507 E. San Antonio
BOERNE, Texas 78006
Telephone: (830) 331-2772
Facsimile: (830) 217-2248
E-mail: boj@lawnogleg.com

REQUEST FOR PROPOSAL

The Boerne Independent School District is seeking Request for Proposals:

022-018 For Asbestos Abatement of the House at 282 Lyle Oak, Boerne, TX 78006

Details may be obtained from Eddie Ashley in the BISO Business Office at 235 Johns Rd., Boerne, Texas 78006, by calling 830-357-2074, or online at www.boernesd.net. Under Purchasing in the Business and Financial Services Departments link. The RFP response should be submitted electronically online, or RFP response should be mailed/hand delivered to the BISO Business Office at 235 Johns Rd., Boerne, Texas 78006 no later than 10:00 a.m. CST on Tuesday, January 31, 2023. Electronic proposal submission link can be found at the BISO Purchasing web page <https://www.boernesd.net/Page/3074>. Late or faxed proposals will not be considered. The District reserves the right to reject any and/or all responses and waive any and/or all formalities.

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Dependent Administration for the Estate of CHARLOTTE GAIL WASHBURN, DECEASED, were issued on December 29, 2022, in Cause No. 22-179-PR pending in the County Court of Kendall County, Texas to: MADISON WASHBURN. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

Respectfully submitted,

GREGORY B. YOST

BROCK PHAM YOST & STRIEBER, PLLC

616 E. Blanco Road, Suite 102B

Boerne, Texas 78006

Telephone: (830) 816-9033

Facsimile: (830) 584-0774

State Bar No. 24082391

E-mail: greg@yostlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Gene Monroe Mertschin, Deceased, were issued on December 7, 2022, in Cause No. 22-181-PR, pending in the County Court of Kendall County, Texas, to Bonnie Kathryn Mertschin.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Bonnie Kathryn Mertschin
149 State Hwy East
Boerne, Texas 78006

DATED the 10th day of January, 2023.

Robert J. Ogle
Attorney for Bonnie Kathryn Mertschin
State Bar No. 15731350
507 E. San Antonio
BOERNE, Texas 78006
Telephone: (830) 331-2772
Facsimile: (830) 217-2248
E-mail: boj@lawnogleg.com

REQUEST FOR CONFIDENTIAL SEALED PROPOSAL

The Boerne Independent School District is seeking Request for Proposals:

022-019 BOERNE HIGH SCHOOL CLASSROOM ADDITION

Boerne ISD is accepting Sealed Proposals for the Boerne High School Classroom Addition project until 10:30 a.m. on February 16, 2023, in person at Boerne ISD Central Office, 235 Johns Road, Boerne, TX 78006. Obtain construction documents on or after 1/17/2023 from Starter, 70 NE Interstate Loop 410, Ste 1100, San Antonio, TX 78216, (210) 525-9090. Contact Starter to request either digital or printed documents. Project requires bid bond: \$700.00 refundable deposit to general contractors for printed documents. All proposals must be delivered to Boerne ISD Central Office on or before the date and time set above to receive proposal. Contractors are responsible for reviewing project specifications for proper proposal submission. All questions or need for clarification should be directed to Starter and not with officials at Boerne ISD.

Pursuant to the provisions of Section 222.0095, 212.014 and 212.015, Local Government Code of the State of Texas, and Kendall County Development Rules & Regulations, the Commissioners Court (the Court) of Kendall County, Texas provides notice of an application filed by the owner, James and Lisa Jenkins for the proposed revision of the subdivision plat for Town of Camblet Lot 113A, Kendall County, Texas recorded in Volume 8, Page 152 Kendall County Plat Records. The application will be considered by the Court and the Court will receive comments from interested parties regarding the proposed revision of the plat at its regular meeting to be held February 13, at 9:15 a.m. at the Kendall County Courthouse, 201 East San Antonio Ave., 3rd Floor Boerne, Texas.

CONTACT INFORMATION:

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

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retail Dealer's On-Premise Permit by Henry Family Holdings, LLC dba Roc-N-Ritas located at 112 E San Antonio Ave, Boerne, Kendall County, Texas 78006. Managing member is Remington Henry.

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Goosenecks • Bumper Pulls

Anywhere In Texas!!! Any Condition!!!
Old/New !!! Dirty or Clean !!!

I PAY CASH 956-466-7001

No Title – No Problem – We Can Apply For One



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | FY2023 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 FY2023 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: FEBRUARY 13, 2023

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

COUNTY COMMISSIONERS BUDGET TO VARIOUS DEPARTMENTS:

| | | | |
|--------------|-------------------------------|---|--------|
| 10-400-51530 | COMPENSATION PAYOUT | + | 1,769 |
| 10-450-54210 | CELL PHONES | + | 700 |
| 10-495-54270 | CONFERENCE/TRAINING | + | 2,500 |
| 10-495-54810 | DUES | + | 178 |
| 10-496-51030 | ASSISTANTS | + | 2,500 |
| 10-496-51530 | COMPENSATION PAYOUT | + | 4,650 |
| 10-595-52100 | EMPLOYEE INSURANCE BENEFIT | + | 500 |
| 10-595-54240 | INTERNET SERVICES | + | 340 |
| 10-597-54240 | INTERNET SERVICES | + | 340 |
| 10-401-56020 | CONTINGENCIES - MISCELLANEOUS | - | 13,477 |

RURAL FIRE DEPARTMENT TO EMERGENCY MANAGEMENT:

| | | | |
|--------------|-----------|---|-------|
| 10-406-51750 | LONGEVITY | + | 1,250 |
| 10-545-51750 | LONGEVITY | - | 1,250 |

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

| | | | |
|--------------|--------------------------------------|---|---------|
| 10-401-54020 | LEGAL | + | 100,000 |
| 10-401-56010 | CONTINGENCIES - LEGAL | - | 100,000 |
| 10-415-53330 | OPERATING | + | 10,356 |
| 10-415-54640 | LEASE - IPADS | - | 10,356 |
| 10-470-54523 | SOFTWARE MAINTENANCE | + | 1 |
| 10-470-54800 | BONDS | + | 155 |
| 10-470-53330 | OPERATING | - | 156 |
| 10-560-56071 | CONTINGENCIES - PRISONER EXTRADITION | + | 1,300 |
| 10-560-53300 | FUEL & OIL | - | 1,300 |

REQUEST FOR BUDGET AMENDMENT
FY 2023

DEPARTMENT 10-560 Sheriff's Office COMMISSIONERS COURT DATE 1/20/2023

| <u>AMOUNT \$ REQUESTED</u> | <u>FROM LINE ITEM</u> | <u>TO LINE ITEM</u> | <u>REASON FOR BUDGET AMENDMENT</u> |
|--------------------------------|---------------------------|-------------------------|--|
| <u>\$ 1,300</u> | <u>10-560-53300</u> | <u>10-560-56071</u> | <u>Additional Funds for Prisoner Extradition From California</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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REQUESTED BY:



ELECTED OFFICIAL / DEPARTMENT HEAD

1/20/23
DATE



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
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 December 2022. |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | County Wide |
| ADDITIONAL INFORMATION | None |

Kendall County, Texas
Donation List for Commissioners Court February 13, 2023.

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 January 1, 2023 thru January 31, 2023.

Monetary Donations:

| <u>Date</u> | <u>Amount</u> | <u>Received From</u> | <u>Description of Donation</u> | <u>Specific Department or Purpose</u> |
|-------------|---------------|----------------------|--------------------------------|---------------------------------------|
| 12/27/22 | \$ 100.00 | Jim Earls | Cash | Animal Control |
| 12/29/22 | \$ 20.00 | Jane Smith | Cash | Animal Control |
| 12/29/22 | \$ 50.00 | Linda Dufour | Cash | Animal Control |
| 01/03/23 | \$ 5.00 | Keller Vadnais | Cash | Animal Control |
| 01/05/23 | \$ 35.00 | Debbie Trisler | Credit Card | Animal Control |
| 01/07/23 | \$ 100.00 | Keller Vadnais | Cash | Animal Control |
| 01/13/23 | \$ 25.00 | Martha Quin | Cash | Animal Control |
| 01/13/23 | \$ 10.00 | Patti Staha | Cash | Animal Control |
| 01/17/23 | \$ 1,600.00 | Subaru | Cash | Animal Control |
| 01/17/23 | \$ 50.00 | Clayton Old | Credit Card | Animal Control |
| 01/18/23 | \$ 15.00 | Mary Weyman | Cash | Animal Control |
| 01/18/23 | \$ 40.00 | Tammy Juliano | Cash | Animal Control |
| 01/20/23 | \$ 100.00 | Paul Denicola | Cash | Animal Control |
| 01/21/23 | \$ 100.00 | Sheryl D'Spain | Cash | Animal Control |
| 01/23/23 | \$ 40.00 | Mike Mills | Cash | Animal Control |
| 01/23/23 | \$ 40.00 | Alice Jones | Cash | Animal Control |
| 01/24/23 | \$ 17.00 | Sandy Wornat | Cash | Animal Control |

Other Donations:

| <u>Date</u> | | <u>Received From</u> | <u>Description of Donation</u> | <u>Specific Department or Purpose</u> |
|-------------|-----|----------------------|--------------------------------|---------------------------------------|
| 01/11/23 | N/A | Judy Roeder | Live Animal Traps (10) | Animal Control |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
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: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | TIPS Agreement for Purchasing |
| 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 to approve the Interlocal Agreement between Region 8 Education Services Center and Kendall County to provide cooperative purchasing services through a program known as The Interlocal Purchasing System (TIPS). |
| REASON FOR AGENDA ITEM | Required document to be a part of TIPS. |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | County Auditor's office for purchasing |
| ADDITIONAL INFORMATION | None |

AN INTERLOCAL AGREEMENT

**Between Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**
(School, College, University, State, City, County, or Other Political Subdivision)

Kendall County

TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective 2/13/23 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered
Region 8 ESC TIPS Interlocal Agreement for Texas Members
Page 2 of 3

Revised 2-27-2017 - RP

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:**Purchasing Cooperative Lead Agency:**

Kendall County

Entity or District Name

By: _____
Authorized Signature

Print Name: Shane Stolarczyk

Title: County Judge

2/13/23
Date

Region 8 Education Service Center

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Public Entity Contact Information

Corinna Speer, County Auditor 830-249-2813
Primary Purchasing Person Name Fax Number

201 E. San Antonio Ave #113 corinna.speer@co.kendall.tx.us
Street Address Primary Person Email Address

Boerne Tx 78006 Sharon Barter
City, State Zip Secondary Person Name

830-249-9343 sharon.barter@co.kendall.tx.us
Telephone Number Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

When completed, return via email to David Mabe

TIPS Contact:

David Mabe

Regional Director

Email: David.Mabe@TIPS-USA.com

Mobile Phone: (903) 243-4759



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | AACOG Regional Mitigation Program |
| 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 participate in the Alamo Area Regional Mitigation Program as part of the CDBG Mitigation Action Plan through the Texas General Land Office. |
| REASON FOR AGENDA ITEM | To get information on the potential funding. |
| IS THERE DOCUMENTATION | No |
| WHO WILL THIS AFFECT? | Countywide |
| ADDITIONAL INFORMATION | Claudia Mora, Regional Services Administrator, from AACOG will be here to explain the application process and program. |



AACOG
Alamo Area Council
of Governments

Board of Directors

James E. Teal, Chair
County Judge, McMullen County
Rob Kelly, Vice Chair
County Judge, Kerr County
James Blakey
Councilman, City of New Braunfels
Mario Bravo
Councilman, City of San Antonio
Tommy Calvert
Commissioner, Bexar County
Rochelle Camacho
County Judge, Frio County
Rebeca Clay-Flores
Commissioner, Bexar County
Victor Contreras
Mayor, City of Marion
Weldon Cude
County Judge, Bandera County
Suzanne de Leon
Mayor, City of Balcones Heights
Mary Dennis
Mayor, City of Live Oak
Richard A. Evans
County Judge, Bandera County
Judy Eychner
Mayor, City of Kerrville
Dr. Adriana Rocha Garcia
Councilwoman, City of San Antonio
James Hasslocher
Board Member, University Health System
Wade Hedtke
County Judge, Karnes County
Daniel Jones
County Judge, Gillespie County
Sherman Krause
County Judge, Comal County
Kyle Kutscher
County Judge, Guadalupe County
Lisa Lewis
Chief Administrative Officer, CPS Energy
Keith Lutz
County Judge, Medina County
Jose Menendez
Senator, State of Texas, District 26
Grant Moody
Commissioner, Bexar County
Andrew Murr
State Representative, District 53
Manny Pelaez
Councilman, City of San Antonio
Darrin Schroeder
Mayor, City of Castroville
Shane Stolarczyk
County Judge, Kendall County
Sylvester Vasquez
President, Southwest ISD
Hank Whitman
County Judge, Bandera County
John Williams
Mayor, City of Universal City
Board Chair, Edwards Aquifer Authority
Kyle Biedermann (Ex-Officio)
State Representative, District 73
Ryan Guillen (Ex-Officio)
State Representative, District 31
Brian Hoffman (Ex-Officio)
Joint Base San Antonio
John Kuempel (Ex-Officio)
State Representative, District 44
Judith Zaffirini (Ex-Officio)
State Senator, District 21

January 19, 2023

The Honorable Shane Stolarczyk
County Judge
Kendall County
201 E. San Antonio Avenue, Ste. 122
Boerne, Texas 78006

RE: Regional Mitigation Program - AACOG MOD Funding Notification

Dear Judge Stolarczyk:

The Texas General Land Office (GLO) allocated \$29,888,000 to the Alamo Area to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas CDBG Mitigation Action Plan as amended. Through the AACOG MOD posted for public comment, Kendall County is included as a recipient of funding in the amount of \$1,336,264. Until the public participation is completed and the GLO grants final approval of the MOD, this amount is subject to change. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefitting low- and moderate-income (LMI) residents, therefore 100% of your funding must be used for projects that benefit LMI areas and individuals in your community.

To accept or decline the funds allocated through the MOD, please sign and return the attached form to AACOG by January 30, 2023. Once the GLO approves the final MOD, the GLO will post application information at <https://recovery.texas.gov/mitigation/programs/regional-mitigation/index.html>.

Please note that declining to participate in the COG MOD may exclude Kendall County, if there are any future allocations or reallocations of funds through the Regional Mitigation Program. It is recommended each entity officially involve their city council, county commissioners court or other governing board in the decision to accept or decline funds.

If you have any questions or concerns, please contact Claudia Mora, Regional Services Administrator, at 210-918-1284, or cmora@aacog.com.

Sincerely,



Diane Rath
Executive Director

I, _____, the designated official of _____ :

Print Name

Print Entity Name

☐ Acknowledge and **accept funding** through the Regional Mitigation Program.

☐ Acknowledge and **decline funding** through the Regional Mitigation Program.

Designated Official Signature

Date



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/23/2023
OPEN SESSION

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

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

| | Beg Balance | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | Ending Balance |
|--------------------------------------|------------------------|---|---|------------------------|
| 10-General Fund | \$ 430,126.50 | \$ 3,001,332.56 | \$ 3,681,586.17 | \$ (250,127.11) |
| 11-Road & Bridge | \$ 842,700.57 | \$ 52,712.74 | \$ 167,040.62 | \$ 728,372.69 |
| 13-Courthouse Security | \$ 78,173.39 | \$ 3,927.38 | \$ 1,065.33 | \$ 81,035.44 |
| 15-Lateral Road & Bridge | \$ 88,691.50 | \$ - | \$ 788.03 | \$ 87,903.47 |
| 16-Court Reporter Service | \$ 31,627.06 | \$ 1,637.19 | \$ - | \$ 33,264.25 |
| 17-Attorney-Hot Check | \$ - | \$ - | \$ - | \$ - |
| 19-Records Mgmt (County Clerk) | \$ 170,387.01 | \$ 7,460.00 | \$ 1,303.56 | \$ 176,543.45 |
| 20-Law Library | \$ 87,552.95 | \$ 2,205.00 | \$ 1,320.46 | \$ 88,437.49 |
| 21-Justice Court Technology | \$ 52,254.52 | \$ 1,314.67 | \$ - | \$ 53,569.19 |
| 22-Justice Court Building Security | \$ 38,252.99 | \$ 11.09 | \$ - | \$ 38,264.08 |
| 23-County & District Technology | \$ 22,475.98 | \$ 138.57 | \$ - | \$ 22,614.55 |
| 24-Alternative Dispute Resolution | \$ 1,280.00 | \$ 1,070.00 | \$ - | \$ 2,350.00 |
| 25-District Clerk Records Mgmt | \$ 20,281.81 | \$ 869.23 | \$ - | \$ 21,151.04 |
| 26-County Clerk Rec. Archive Fund | \$ 136,298.53 | \$ 7,410.00 | \$ 1,014.92 | \$ 142,693.61 |
| 27-Vital Statistics Records | \$ 854.00 | \$ 47.00 | \$ - | \$ 901.00 |
| 28-Pre-Trial Intervention | \$ 22,019.47 | \$ 2,348.00 | \$ - | \$ 24,367.47 |
| 29-LEOSE Training | \$ 50,896.65 | \$ - | \$ - | \$ 50,896.65 |
| 30-County Jury Fund | \$ 8,634.60 | \$ 693.08 | \$ - | \$ 9,327.68 |
| 31-County Records Mgmt & Pres Fund | \$ 20,250.00 | \$ 2,035.00 | \$ - | \$ 22,285.00 |
| 32-Appellate Judicial System Fund | \$ 360.00 | \$ 315.00 | \$ - | \$ 675.00 |
| 33-Juv Probation-State Grant | \$ 26,994.76 | \$ 8,244.56 | \$ 24,706.32 | \$ 10,533.00 |
| 34-Juv Probation Title IV E | \$ - | \$ - | \$ - | \$ - |
| 36-Local Truancy Prev & Diversion | \$ 48,673.60 | \$ 1,587.92 | \$ - | \$ 50,261.52 |
| 37-Court-Initiated Guardianship Fund | \$ 5,640.00 | \$ 630.00 | \$ - | \$ 6,270.00 |
| 41-MVDIT Interest | \$ 22,660.65 | \$ 597.79 | \$ 2,014.02 | \$ 21,244.42 |
| 42-Election Services Contract Fund | \$ 19,306.76 | \$ - | \$ - | \$ 19,306.76 |
| 43-Fire Inspection & Permit Fund | \$ 68,378.79 | \$ 41,040.86 | \$ 10,262.06 | \$ 99,157.59 |
| 50-Crime Victims Grant | \$ (24,946.95) | \$ 6,253.37 | \$ 18,821.91 | \$ (37,515.49) |
| 51-VAWA Grant | \$ (19,987.38) | \$ 5,123.95 | \$ 15,667.79 | \$ (30,531.22) |
| 55-Coronavirus Local Fisc Recvy Fund | \$ - | \$ - | \$ - | \$ - |
| 80-Tobacco Settlement | \$ 69,159.26 | \$ - | \$ - | \$ 69,159.26 |
| 81-Historical Commission | \$ 7,612.22 | \$ - | \$ - | \$ 7,612.22 |
| 82-County Donations | \$ 80,100.88 | \$ 2,610.00 | \$ - | \$ 82,710.88 |
| 84-Abandoned Vehicles | \$ 4,162.75 | \$ - | \$ - | \$ 4,162.75 |
| 89-Bond Forfeiture Commission | \$ 39,458.39 | \$ 379.71 | \$ - | \$ 39,838.10 |
| 93-Texas State Fees | \$ 215,508.98 | \$ 52,922.32 | \$ 420.00 | \$ 268,011.30 |
| CASH BALANCES | \$ 2,665,840.24 | \$ 3,204,916.99 | \$ 3,926,011.19 | \$ 1,944,746.04 |

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

| Funds | Beg Balance | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | Ending Balance |
|---|------------------------|--|--|------------------------|
| 63-Series 2013 UnLimited Tax Road Bond | \$ 526,685.48 | \$ 81,202.38 | \$ - | \$ 607,887.86 |
| 65-Series 2016 Limited Tax Gen.Oblig.Bond | \$ 271,505.44 | \$ 41,819.43 | \$ - | \$ 313,324.87 |
| 66-Series 2022 Tax Note | \$ 1,850,565.33 | \$ 276,438.47 | \$ - | \$ 2,127,003.80 |
| 70-Capital Projects 2022 Tax Note | \$ 880,421.33 | \$ 15,132.90 | \$ 217,833.29 | \$ 677,720.94 |
| 85-Local S.O. Forfeiture | \$ 44,851.23 | \$ 1,946.38 | \$ - | \$ 46,797.61 |
| 87-Federal S.O. Forfeiture | \$ 71,581.69 | \$ 682.09 | \$ 450.13 | \$ 71,813.65 |
| 88-CDA Asset Forfeiture | \$ 85,045.89 | \$ 853.47 | \$ - | \$ 85,899.36 |
| 90-Trust Account | \$ 4,061,251.61 | \$ 46,149.71 | \$ 11,600.00 | \$ 4,095,801.32 |
| 96-Public Grants * | \$ (881.65) | \$ 962.50 | \$ 2,518.10 | \$ (2,437.25) |
| CASH BALANCES | \$ 7,791,026.35 | \$ 465,187.33 | \$ 232,401.52 | \$ 8,023,812.16 |
| *Waiting on Grant Funds for Fund 96 | | | | |

Cash Summary report prepared by the Treasurer

Corinna Speer

Date:

1/27/2023

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

Corinna Speer

Date:

2/2/23



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Racial Profiling Reports - Constables Precinct 1, 2, 3 and 4 |
| DEPARTMENT & PERSON MAKING REQUEST | Todd Setliff, Constable Precinct 1 Paul Knoll, Constable Precinct 2 Gene Serene, Constable Precinct 3 Brian Vaughan, Constable Precinct 4 |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to accept the Racial Profiling Reports for Constables for Precincts 1, 2, 3 and 4. |
| REASON FOR AGENDA ITEM | Required by the Texas Commission on Law Enforcement |
| WHO WILL THIS AFFECT? | The public |
| ADDITIONAL INFORMATION | None |



Gene Serene CONSTABLE

KENDALL COUNTY, PRECINCT 3

221 Fawn Valley Dr. Suite 300, Boerne, Texas 78006
Office 830-388-7070 Email: gene.serene@co.kendall.tx.us



TO: Shane Stolarczyk, County Judge
Christina Bergmann, Commissioner Precinct 1
Andra Wisian, Commissioner Precinct 2
Richard Chapman, Commissioner Precinct 3
Chad Carpenter, Commissioner Precinct 4

FROM: Gene Serene
Constable Precinct 3

SUBJECT: 2022 Kendall County Constable's Racial Profiling Reports

DATE: January 26, 2023

Attached are the 2022 Racial Profiling Reports for the four Kendall County Constables. We have provided a copy for the County Judge and all the Commissioners for review. All Kendall County Constables conduct traffic enforcement, but due to the type of enforcement there are two different Racial Profiling Reports that are to be submitted. Three Constables submit a Full Racial Profiling Report and one Constable submits an Exempt Racial Profiling Report. For the Court's information, I have included an explanation on the difference between the two types of reports required by the Texas Commission on Law Enforcement.

Racial Profiling Reports are required to be submitted by all law enforcement agencies annually to the Texas Commission on Law Enforcement and are submitted using the appropriate reporting option. The two reporting options are Exempt and Full Reporting. The difference in the reports is based on how the reporting agency conducts motor vehicle stops. Listed below is a brief explanation of the difference between the two Racial Profiling Reports.

Exempt Reporting is for agencies that do not routinely make motor vehicle stops and is one page in length. This is due to the officer's main daily duties is not traffic enforcement. An example would be an officer or a Constable whose general daily duties is serving civil papers, executing Court Orders, or providing Court Security and is not traffic enforcement. If an Officer or a Constable observes a traffic violation, a vehicle stop can be conducted and a citation issued, but the traffic stop is not considered a routine or scheduled duty.

Full Reporting is for agencies whose officers routinely conduct traffic stops of motor vehicles and that activity is part of their daily scheduled duties. Those traffic stops can consist of set times and locations for traffic enforcement. Under Full Reporting the agency submits a more detailed report, which includes a document listing the number of motor vehicle stops made and a second document with a comparative analysis containing a statistical analysis of the motor vehicle stops compared to the gender and ethnic population of the agency's reporting area. The second document must also contain a statement as to if any racial profiling complaints were made against the agency and if so, a listing of all racial profiling complaints and the corresponding resolutions.

I hope the above information helps explain the difference in the two types of the required Racial Profiling Reports that are submitted to the Texas Commission on Law Enforcement. Any additional questions the Court may have will be answered during our Commissioner's Court visit on February 13th.

PRECINCT 1

**CONSTABLE
STELIFF**

Racial Profiling Report | Full

Agency Name: KENDALL CO. CONST. PCT. 1
Reporting Date: 01/06/2023
TCOLE Agency Number: 259101

Chief Administrator: TODD L. SETLIFF

Agency Contact Information:
Phone: (830) 331-5539
Email: todd.setliff@co.kendall.tx.us

Mailing Address:
204 E. San Antonio
(old courthouse)
BOERNE, TX 78006

This Agency filed a full report

KENDALL CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the KENDALL CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the KENDALL CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the KENDALL CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the KENDALL CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the KENDALL CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The KENDALL CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: TODD L. SETLIFF
Constable

Date: 01/06/2023

Total stops: 13

Street address or approximate location of the stop

| | |
|---------------------------|---|
| City street | 4 |
| US highway | 7 |
| County road | 2 |
| State highway | 0 |
| Private property or other | 0 |

Was race or ethnicity known prior to stop?

| | |
|-----|----|
| Yes | 0 |
| No | 13 |

Race / Ethnicity

| | |
|---------------------------------|---|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 9 |
| Hispanic / Latino | 4 |

Gender

| | |
|---------------------------------|-----------|
| Female | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 1 |
| Male | 10 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 7 |
| Hispanic / Latino | 3 |

Reason for stop?

| | |
|---------------------------------|----------|
| Violation of law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | |
|----------------------------------|-----------|
| Hispanic / Latino | 0 |
| Preexisting knowledge | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Moving traffic violation | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 10 |
| Hispanic / Latino | 3 |
| Vehicle traffic violation | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Was a search conducted? | |
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| No | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 9 |
| Hispanic / Latino | 4 |
| Reason for Search? | |
| Consent | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | | | | |
|-----------------------------------|----------|--|---|------|
| Hispanic / Latino | 0 | | | |
| Contraband | 0 | | | |
| Alaska Native / American Indian | 0 | | | |
| Asian / Pacific Islander | 0 | | | |
| Black | 0 | | | |
| White | 0 | | | |
| Hispanic / Latino | 0 | | | |
| Probable | 0 | | | |
| Alaska Native / American Indian | 0 | | | |
| Asian / Pacific Islander | 0 | | | |
| Black | 0 | | | |
| White | 0 | | | |
| Hispanic / Latino | 0 | | | |
| Inventory | 0 | | | |
| Alaska Native / American Indian | 0 | | | |
| Asian / Pacific Islander | 0 | | | |
| Black | 0 | | | |
| White | 0 | | | |
| Hispanic / Latino | 0 | | | |
| Incident to arrest | 0 | | | |
| Alaska Native / American Indian | 0 | | | |
| Asian / Pacific Islander | 0 | | | |
| Black | 0 | | | |
| White | 0 | | | |
| Hispanic / Latino | 0 | | | |
| Was Contraband discovered? | | | | |
| Yes | 0 | Did the finding result in arrest? | | |
| | | (total should equal previous column) | | |
| Alaska Native / American Indian | 0 | Yes | 0 | No 0 |
| Asian / Pacific Islander | 0 | Yes | 0 | No 0 |
| Black | 0 | Yes | 0 | No 0 |
| White | 0 | Yes | 0 | No 0 |
| Hispanic / Latino | 0 | Yes | 0 | No 0 |
| No | 0 | | | |
| Alaska Native / American Indian | 0 | | | |
| Asian / Pacific Islander | 0 | | | |
| Black | 0 | | | |
| White | 0 | | | |
| Hispanic / Latino | 0 | | | |

| | |
|----------------------------------|----------|
| Description of contraband | |
| Drugs | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Weapons | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Result of the stop | |
| Verbal warning | 2 |

| | |
|-----------------------------------|-----------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 1 |
| Written warning | 10 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 8 |
| Hispanic / Latino | 2 |
| Citation | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 1 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of Traffic Law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|-----------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 9 |
| Hispanic / Latino | 4 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Comparative Analysis

| | |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/> |

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

PRECINCT 2

**CONSTABLE
KNOLL**

Racial Profiling Report | Full

2022

Agency Name: KENDALL CO. CONST. PCT. 2
Reporting Date: 01/20/2023
TCOLE Agency Number: 259102

Chief Administrator: PAUL L. KNOLL

Agency Contact Information:
Phone: (830) 367-9479
Email: paul.knoll@co.kendall.tx.us

Mailing Address:
P. O. Box 425
Boerne, TX 78006

This Agency filed a full report

KENDALL CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the KENDALL CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the KENDALL CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the KENDALL CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the KENDALL CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the KENDALL CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of county, municipality, or other political subdivision of the state.

The KENDALL CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: PAUL L. KNOLL
Constable

Date: 01/20/2023

SSOS

Total stops: 74

Street address or approximate location of the stop

| | |
|---------------------------|----|
| City street | 5 |
| US highway | 0 |
| County road | 53 |
| State highway | 0 |
| Private property or other | 16 |

Was race or ethnicity known prior to stop?

| | |
|-----|----|
| Yes | 9 |
| No | 65 |

Race / Ethnicity

| | |
|---------------------------------|----|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 62 |
| Hispanic / Latino | 11 |

Gender

| | |
|---------------------------------|-----------|
| Female | 29 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 27 |
| Hispanic / Latino | 2 |
| Male | 45 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 36 |
| Hispanic / Latino | 8 |

Reason for stop?

| | |
|---------------------------------|----------|
| Violation of law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | |
|----------------------------------|-----------|
| Hispanic / Latino | 0 |
| Preexisting knowledge | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Moving traffic violation | 72 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 60 |
| Hispanic / Latino | 8 |
| Vehicle traffic violation | 2 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 0 |
| Was a search conducted? | |
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| No | 74 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 62 |
| Hispanic / Latino | 11 |
| Reason for Search? | |
| Consent | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | |
|-----------------------------------|----------|
| Hispanic / Latino | 0 |
| Contraband | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Probable | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Inventory | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Incident to arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Was Contraband discovered? | |
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| No | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

| | | | |
|--|---|----|---|
| Did the finding result in arrest? | | | |
| (total should equal previous column) | | | |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |

Description of contraband

| | |
|---------------------------------|----------|
| Drugs | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Weapons | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Result of the stop

| | |
|-----------------------|----------|
| Verbal warning | 0 |
|-----------------------|----------|

| | |
|-----------------------------------|-----------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Written warning | 56 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 47 |
| Hispanic / Latino | 9 |
| Citation | 18 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 15 |
| Hispanic / Latino | 2 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of Traffic Law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|-----------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 74 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 62 |
| Hispanic / Latino | 11 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Comparative Analysis

| | |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/> |

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

KENDALL CO. CONST. PCT. 2

| | | |
|------------------------------------|----|--------|
| 01. Total Traffic Stops: | 74 | |
| 02. Location of Stop: | | |
| a. City Street | 5 | 6.76% |
| b. US Highway | 0 | 0.00% |
| c. County Road | 53 | 71.62% |
| d. State Highway | 0 | 0.00% |
| e. Private Property or Other | 16 | 21.62% |
| 03. Was Race known prior to Stop: | | |
| a. NO | 65 | 87.84% |
| b. YES | 9 | 12.16% |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 0 | 0.00% |
| b. Asian/ Pacific Islander | 0 | 0.00% |
| c. Black | 1 | 1.35% |
| d. White | 62 | 83.78% |
| e. Hispanic/ Latino | 11 | 14.86% |
| 05. Gender: | | |
| a. Female | 29 | 39.19% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 27 | 36.49% |
| v. Hispanic/ Latino | 2 | 2.70% |
| b. Male | 45 | 60.81% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 1.35% |
| iv. White | 36 | 48.65% |
| v. Hispanic/ Latino | 8 | 10.81% |
| 06. Reason for Stop: | | |
| a. Violation of Law | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|----|---------|
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Pre-Existing Knowledge | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Moving Traffic Violation | 72 | 97.30% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 1.39% |
| iv. White | 60 | 83.33% |
| v. Hispanic/ Latino | 8 | 11.11% |
| d. Vehicle Traffic Violation | 2 | 2.70% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 2 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| 07. Was a Search Conducted: | | |
| a. NO | 74 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 1.35% |
| iv. White | 62 | 83.78% |
| v. Hispanic/ Latino | 11 | 14.86% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 08. Reason for Search: | | |
| a. Consent | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|-------------------------------------|---|-------|
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Contraband in Plain View | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Probable Cause | 0 | 0.00% |
| ii. Alaska/ Native American/ Indian | 0 | |
| i. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Inventory | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| e. Incident to Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 09. Was Contraband Discovered: | | |
| YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|-------|
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iv. White | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| v. Hispanic/ Latino | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| b. NO | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| i. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 10. Description of Contraband: | | |
| a. Drugs | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Weapons | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Alcohol | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|----|--------|
| v. Hispanic/ Latino | 0 | |
| e. Stolen Property | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Other | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| i. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 11. Result of Stop: | | |
| a. Verbal Warning | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Written Warning | 56 | 75.68% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 47 | 83.93% |
| v. Hispanic/ Latino | 9 | 16.07% |
| c. Citation | 18 | 24.32% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 5.56% |
| iv. White | 15 | 83.33% |
| v. Hispanic/ Latino | 2 | 11.11% |
| d. Written Warning and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|-------|
| e. Citation and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 12. Arrest Based On: | | |
| a. Violation of Penal Code | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Violation of Traffic Law | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Violation of City Ordinance | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Outstanding Warrant | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

13. Was Physical Force Used:

| | | |
|--|----|---------|
| a. NO | 74 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 1.35% |
| iv. White | 62 | 83.78% |
| v. Hispanic/ Latino | 11 | 14.86% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | |

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/20/2023

PRECINCT 3

**CONSTABLE
SERENE**

Racial Profiling Report | Exempt

Agency Name: KENDALL CO. CONST. PCT. 3

Reporting Date: 01/10/2023

TCOLE Agency Number: 259103

Chief Administrator: EUGENE SERENE II

Agency Contact Information:

Phone: (830) 388-7070

Email: gene.serene@co.kendall.tx.us

Mailing Address:

221 Fawn Valley Dr., Ste 300

BOERNE, TX 78006

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

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

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

Executed by: EUGENE SERENE
Constable

Date: 01/10/2023

Submitted electronically to the



The Texas Commission on Law Enforcement

PRECINCT 4

**CONSTABLE
VAUGHAN**

Racial Profiling Report | Full

Agency Name: KENDALL CO. CONST. PCT. 4

Reporting Date: 01/09/2023

TCOLE Agency Number: 259104

Chief Administrator: DAVID B. VAUGHAN

Agency Contact Information:

Phone: (830) 995-3386

Email: brian.vaughan@co.kendall.tx.us

Mailing Address:

105 AMBER DRIVE

105 AMBER DRIVE

COMFORT, TX 78013

This Agency filed a full report

KENDALL CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the KENDALL CO. CONST. PCT. 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the KENDALL CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the KENDALL CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the KENDALL CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the KENDALL CO. CONST. PCT. 4 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of county, municipality, or other political subdivision of the state.

The KENDALL CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: DAVID B. VAUGHAN
Constable

Date: 01/09/2023

Total stops: 123

Street address or approximate location of the stop

| | |
|---------------------------|----|
| City street | 0 |
| US highway | 30 |
| County road | 16 |
| State highway | 77 |
| Private property or other | 0 |

Was race or ethnicity known prior to stop?

| | |
|-----|-----|
| Yes | 2 |
| No | 121 |

Race / Ethnicity

| | |
|---------------------------------|----|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 2 |
| Black | 4 |
| White | 80 |
| Hispanic / Latino | 37 |

Gender

| | |
|---------------------------------|-----------|
| Female | 48 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 1 |
| White | 33 |
| Hispanic / Latino | 13 |
| Male | 75 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 3 |
| White | 47 |
| Hispanic / Latino | 24 |

Reason for stop?

| | |
|---------------------------------|----------|
| Violation of law | 5 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 5 |

| | |
|----------------------------------|------------|
| Hispanic / Latino | 0 |
| Preexisting knowledge | 4 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 3 |
| Hispanic / Latino | 1 |
| Moving traffic violation | 109 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 2 |
| Black | 4 |
| White | 70 |
| Hispanic / Latino | 33 |
| Vehicle traffic violation | 5 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 3 |
| Was a search conducted? | |
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| No | 123 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 2 |
| Black | 4 |
| White | 80 |
| Hispanic / Latino | 37 |
| Reason for Search? | |
| Consent | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | |
|---------------------------------|----------|
| Hispanic / Latino | 0 |
| Contraband | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Probable | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Inventory | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Incident to arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was Contraband discovered?

Yes 0

| | |
|---------------------------------|---|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

No 0

| | |
|---------------------------------|---|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Did the finding result in arrest?

(total should equal previous column)

| | | | |
|-----|---|----|---|
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |

Description of contraband

| | |
|---------------------------------|----------|
| Drugs | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Weapons | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Result of the stop

| | |
|-----------------------|----------|
| Verbal warning | 0 |
|-----------------------|----------|

| | |
|-----------------------------------|-----------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Written warning | 87 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 4 |
| White | 60 |
| Hispanic / Latino | 22 |
| Citation | 36 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 0 |
| White | 20 |
| Hispanic / Latino | 15 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of Traffic Law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|------------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 123 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 2 |
| Black | 4 |
| White | 80 |
| Hispanic / Latino | 37 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Comparative Analysis

| | |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/> |

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

KENDALL CO. CONST. PCT. 4

| | | |
|------------------------------------|-----|--------|
| 01. Total Traffic Stops: | 123 | |
| 02. Location of Stop: | | |
| a. City Street | 0 | 0.00% |
| b. US Highway | 30 | 24.39% |
| c. County Road | 16 | 13.01% |
| d. State Highway | 77 | 62.60% |
| e. Private Property or Other | 0 | 0.00% |
| 03. Was Race known prior to Stop: | | |
| a. NO | 121 | 98.37% |
| b. YES | 2 | 1.63% |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 0 | 0.00% |
| b. Asian/ Pacific Islander | 2 | 1.63% |
| c. Black | 4 | 3.25% |
| d. White | 80 | 65.04% |
| e. Hispanic/ Latino | 37 | 30.08% |
| 05. Gender: | | |
| a. Female | 48 | 39.02% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 0.81% |
| iii. Black | 1 | 0.81% |
| iv. White | 33 | 26.83% |
| v. Hispanic/ Latino | 13 | 10.57% |
| b. Male | 75 | 60.98% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 0.81% |
| iii. Black | 3 | 2.44% |
| iv. White | 47 | 38.21% |
| v. Hispanic/ Latino | 24 | 19.51% |
| 06. Reason for Stop: | | |
| a. Violation of Law | 5 | 4.07% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|-----|---------|
| iii. Black | 0 | 0.00% |
| iv. White | 5 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Pre-Existing Knowledge | 4 | 3.25% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 3 | 75.00% |
| v. Hispanic/ Latino | 1 | 25.00% |
| c. Moving Traffic Violation | 109 | 88.62% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 1.83% |
| iii. Black | 4 | 3.67% |
| iv. White | 70 | 64.22% |
| v. Hispanic/ Latino | 33 | 30.28% |
| d. Vehicle Traffic Violation | 5 | 4.07% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 2 | 40.00% |
| v. Hispanic/ Latino | 3 | 60.00% |
| 07. Was a Search Conducted: | | |
| a. NO | 123 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 1.63% |
| iii. Black | 4 | 3.25% |
| iv. White | 80 | 65.04% |
| v. Hispanic/ Latino | 37 | 30.08% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 08. Reason for Search: | | |
| a. Consent | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|-------------------------------------|---|-------|
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Contraband in Plain View | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Probable Cause | 0 | 0.00% |
| ii. Alaska/ Native American/ Indian | 0 | |
| i. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Inventory | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| e. Incident to Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 09. Was Contraband Discovered: | | |
| YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|-------|
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iv. White | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| v. Hispanic/ Latino | 0 | |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| b. NO | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 10. Description of Contraband: | | |
| a. Drugs | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Weapons | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Alcohol | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|----|--------|
| v. Hispanic/ Latino | 0 | |
| e. Stolen Property | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Other | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 11. Result of Stop: | | |
| a. Verbal Warning | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Written Warning | 87 | 70.73% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 1.15% |
| iii. Black | 4 | 4.60% |
| iv. White | 60 | 68.97% |
| v. Hispanic/ Latino | 22 | 25.29% |
| c. Citation | 36 | 29.27% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 2.78% |
| iii. Black | 0 | 0.00% |
| iv. White | 20 | 55.56% |
| v. Hispanic/ Latino | 15 | 41.67% |
| d. Written Warning and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|-------|
| e. Citation and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 12. Arrest Based On: | | |
| a. Violation of Penal Code | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Violation of Traffic Law | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Violation of City Ordinance | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Outstanding Warrant | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

13. Was Physical Force Used:

| | | |
|--|-----|---------|
| a. NO | 123 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 1.63% |
| iii. Black | 4 | 3.25% |
| iv. White | 80 | 65.04% |
| v. Hispanic/ Latino | 37 | 30.08% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | |

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/09/2023



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Four additional members for the Proposition A Committee |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action regarding the inclusion of four additional members on the committee approved by the Commissioners Court on January 9, 2023 to educate and advise the Court as to the acquisition of property using the \$20 million bond funding approved by taxpayers in November 2022 under Proposition A. If this item is approved by the Court, the final advisory committee to the Commissioners Court will consist of the County Judge, three citizen volunteers from Precinct 1, three citizen volunteers from Precinct 2, three citizen volunteers from Precinct 3, and three citizen volunteers from Precinct |
| REASON FOR AGENDA ITEM | Discuss the addition of four additional members to the Proposition A Committee |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Proposition A Committee Appointments |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Announcement of the appointments to the committee to educate and advise the Court as to the acquisition of property using the \$20 million bond funding approved by taxpayers in November 2022 under Proposition A. |
| REASON FOR AGENDA ITEM | To educate and advise the Court as to the acquisition of property using the \$20 million bond funding approved by taxpayers in November 2022 under Proposition A. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Kendall County Parks Advisory Board Bylaws |
| DEPARTMENT & PERSON MAKING REQUEST | Joe Reissig, Parks Director |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 508 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to approve the updated bylaws of the Kendall County Parks Advisory Board. |
| REASON FOR AGENDA ITEM | The Parks Advisory Board expressed their desire to make some small changes to the bylaws. Those changes were taken to Commissioner's Court on December 27, 2022, and some additional changes to the bylaws were requested by the court. The updated bylaws with all changes are attached. |
| WHO WILL THIS AFFECT? | Kendall County Parks Advisory Board and the public. |
| ADDITIONAL INFORMATION | N/A |

Parks Advisory Board Bylaws

Article 1

Name

1.1. **Name.** The Kendall County Parks Advisory Board, hereinafter referred to as the Advisory Board, was established by the Kendall County Commissioner's Court on January 25, 2021.

Article 2

Purpose

2.1. **Purpose.** The purpose will be to advise the Parks Department and Commissioner's Court on matters pertaining to (a) the Comprehensive Parks, Recreation, and Open Space Master Plan, (b) the acquisition of park and recreation areas and facilities, (c) the development of park and recreation areas and facilities, and (d) any other items determined by the Parks Director.

Article 3

Members

3.1. **Number and Appointment.** The Advisory Board shall be composed of nine (9) members appointed by the Kendall County Commissioner's Court. The Commissioner's Court requires at least two (2) members from Precinct Four and one (1) member from Precinct One, Two, and Three.

3.2. **Qualifications.** Any resident of Kendall County who has expressed a general interest in the improvement of the County's parks and recreation areas and facilities shall be eligible for appointment to the Advisory Board. A member of the Advisory Board shall not be an employee or an appointed or elected official of the county.

3.3. **Terms.** Members will be appointed to three year terms in January of each year, beginning January 1st and ending December 31st. For purposes of the initial appointments, three members shall be appointed for a three-year term, three members shall be appointed for a two-year term, and three members shall be appointed for a one-year term. Those initial members appointed for terms of less than three years shall be considered to have served partial terms, and shall be eligible to serve two full terms subsequent to the completion of their respective initial appointments. Any member originally appointed to fill a vacancy, due to resignation of a former member, may serve two full terms if the vacancy had less than 18 months remaining and the member's reappointment is approved by the Commissioner's Court.

3.4. **Resignation.** Any member desiring to resign from the Advisory Board shall submit his/her resignation to the Chair of the Advisory Board in writing. Whenever a vacancy occurs during a term, appointment filling the vacancy shall be to fill the unexpired term.

3.5. **Attendance and Removal.** A member who misses three meetings in a calendar year, except in case of illness, may be removed from the advisory board.

Article 4

Duties

4.1. Duties & Responsibilities. Members of the Advisory Board are free to meet with the Parks Director to discuss programs, facilities, objectives, or other related matters at any time and are not limited to formal sessions. The line between policy and administrative responsibilities should be kept clear and the Advisory Board shall serve as an advisory role and shall not become involved in the actual administration and operation of the Parks Department, which shall be the responsibility of the Parks Director and the Commissioner's Court. The Advisory Board is organized to advise the Parks Department and County Commissioner's Office on policy and programs and shall generally have the following duties and responsibilities:

- A. Recommend and help secure and maintain a comprehensive master plan and other pertinent studies for the parks department for the acquisition and development of a system of parks, facilities, and recreation programs.
- B. Review proposals for capital improvements that impact parks and recreation.
- C. Inform and investigate the needs of the general public to the Parks Director and Commissioner's Court.
- D. Help promote and provide volunteer support.
- E. Make recommendations on fees and charges for parks facility use.
- F. Provide oversight to partnerships developed with outside organizations such as the YMCA, Boys & Girls Club, and local school districts.
- G. Advise staff in the promotion of community education and recreation programs and services.

Article 5

Meetings

5.1. Regular Meetings. Meetings of the Advisory Board shall be held at a location open to the public on a bimonthly (every two months) basis minimum.

5.2. Special Meetings. Special meetings of the Advisory Board may be called by the Chair, Commissioner's Court, or the Parks Director.

5.3. Notice of Meetings. Written notice of the time, place and agenda for both regular and special meetings shall be posted on the county website and given to each member of the board either by personal delivery or by mail, phone, e-mail or fax at least 72 hours before the meeting.

5.4. Electronic Meetings. Meetings of the Advisory Board may be held partially or entirely by teleconference, internet videoconference, or other similar electronic transmissions so long as a quorum of board members participate in person, at the designated meeting site. Participation in a meeting pursuant to this Section 5.4 shall constitute presence in person at such meeting, except where a person participates in the meeting for the sole and express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.5. **Open Meetings Act.** Meetings will adhere to the provisions of the Open Meetings Act by the posting of notices and agendas with the County Judge's office or on the County's internet website.

5.6. **Quorum.** A minimum of five (5) board members of the current membership of the Advisory Board shall constitute a quorum at a meeting of the Advisory Board. At a meeting of the Advisory Board, official business may only be conducted with a quorum. If a quorum shall not be present at any meeting of the Advisory Board, the board members present may receive information about the Advisory Board business, and may deliberate future action, but shall take no action. If a quorum shall not be present at any regular meeting of the Advisory Board, the presiding officer may nevertheless call the meeting to order and recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum may be present.

5.7. **Voting.** A majority vote shall be required for passage of any official business.

Article 6 Officers

6.1. **Officers.** The officers consist of a Chair and Vice-Chair, who shall be elected by the Advisory Board.

6.2. **Term of Office.** The term of office shall be one year. Officers shall be elected at the first regular meeting following January 1st of each calendar year and shall serve in such office until the first regular meeting following January 1st of the subsequent calendar year.

6.3. **Chair Duties.** The chair shall have general supervisory and directional powers of the Advisory Board. The chair shall preside at all Advisory Board meetings, set the agendas, and notify the Advisory Board of all meeting times and place.

6.4. **Vice-Chair Duties.** The Vice-Chair shall serve only to preside at meetings of the Advisory Board, when the Chair is absent.

6.5. **Secretary.** The secretary shall keep minutes of said meetings.

6.6. **Staff.** The Kendall County Parks Department staff will act as Secretary to the Advisory Board.

Article 7 Amendments

7.1. **Amendment.** These by-laws may be amended at any regular meeting a quorum being present by a majority vote, provided a copy of the amendment has been provided to each member at least one week before the meeting. Any such amendment shall be in effect upon subsequent approval by the Commissioner's Court.

Parks Advisory Board Bylaws (Edited)

Article 1

Name

1.1. **Name.** The Kendall County Parks Advisory Board, hereinafter referred to as the Advisory Board, was established by the Kendall County Commissioner's Court on January 25, 2021.

Article 2

Purpose

2.1. **Purpose.** The purpose will be to advise the Parks Department and Commissioner's Court on matters pertaining to (a) the Comprehensive Parks, Recreation, and Open Space Master Plan, (b) the acquisition of park and recreation areas and facilities, (c) the development of park and recreation areas and facilities, and (d) any other items determined by the Parks Director.

Article 3

Members

3.1. **Number and Appointment.** The Advisory Board shall be composed of nine (9) members appointed by the Kendall County Commissioner's Court. The Commissioner's Court requires at least two (2) members from Precinct Four and one (1) member from Precinct One, Two, and Three.

3.2. **Qualifications.** Any resident of Kendall County who has expressed a general interest in the improvement of the County's parks and recreation areas and facilities shall be eligible for appointment to the Advisory Board. A member of the Advisory Board shall not be an employee or an appointed or elected official of the county.

3.3. **Terms.** ~~Appointments will be in January of each year for a three-year period~~ Members will be appointed to three year terms in January of each year, beginning January 1st and ending December 31st. For purposes of the initial appointments, three members shall be appointed for a three-year term, three members shall be appointed for a two-year term, and three members shall be appointed for a one-year term. Those initial members appointed for terms of less than three years shall be considered to have served partial terms, and shall be eligible to serve two full terms subsequent to the completion of their respective initial appointments. Any member originally appointed to fill a vacancy, due to resignation of a former member, may serve two full terms if the vacancy had less than 18 months remaining and the member's reappointment is approved by the Commissioner's Court.

3.4. **Resignation.** Any member desiring to resign from the Advisory Board shall submit his/her resignation to the Chair of the Advisory Board in writing. Whenever a vacancy occurs during a term, appointment filling the vacancy shall be to fill the unexpired term.

3.5. **Attendance and Removal.** A member who misses three consecutive meetings or one-third of all regular meetings in a twelve-month period, except in case of illness, shall be removed from the Advisory Board meetings in a calendar year, except in case of illness, may be removed from the Advisory Board.

Article 4 Duties

4.1. **Duties & Responsibilities.** Members of the Advisory Board are free to meet with the Parks Director to discuss programs, facilities, objectives, or other related matters at any time and are not limited to formal sessions. The line between policy and administrative responsibilities should be kept clear and the Advisory Board shall serve as an advisory role and shall not become involved in the actual administration and operation of the Parks Department, which shall be the responsibility of the Parks Director and the Commissioner's Court. The Advisory Board is organized to advise the Parks Department and County Commissioner's Office on policy and programs and shall generally have the following duties and responsibilities:

- A. Recommend and help secure and maintain a comprehensive master plan and other pertinent studies for the parks department for the acquisition and development of a system of parks, facilities, and recreation programs.
- B. Review proposals for capital improvements that impact parks and recreation.
- C. Inform and investigate the needs of the general public to the Parks Director and Commissioner's Court.
- D. Help promote and provide volunteer support.
- E. Make recommendations on fees and charges for parks facility use.
- F. Provide oversight to partnerships developed with outside organizations such as the YMCA, Boys & Girls Club, and local school districts.
- G. Advise staff in the promotion of community education and recreation programs and services.

Article 5 Meetings

5.1. **Regular Meetings.** Meetings of the Advisory Board shall be held at a location open to the public on a quarterly bimonthly (every two months) basis minimum.

5.2. **Special Meetings.** Special meetings of the Advisory Board may be called by the Chair, Commissioner's Court, or the Parks Director.

5.3. **Notice of Meetings.** Written notice of the time, place and agenda for both regular and special meetings shall be posted on the county website and given to each member of the board either by personal delivery or by mail, phone, e-mail or fax at least 72 hours before the meeting.

5.4. **Electronic Meetings.** Meetings of the Advisory Board may be held partially or entirely by teleconference, internet videoconference, or other similar electronic transmissions so long as a quorum of board members participate in person, at the designated meeting site. Participation in a meeting

pursuant to this Section 5.4 shall constitute presence in person at such meeting, except where a person participates in the meeting for the sole and express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.5. **Open Meetings Act.** Meetings will adhere to the provisions of the Open Meetings Act by the posting of notices and agendas with the County Judge's office or on the County's internet website.

~~5.6. **Action by Unanimous Written Consent.** Notwithstanding the prior paragraph, any action required or permitted to be taken at any meeting of the Advisory Board may be taken without a meeting, if all board members consent thereto in writing, setting forth the action so taken, and the writing or writings are filed with the minutes of proceedings. Such consent shall have the same force and effect as a unanimous vote of the Advisory Board.~~

5.6. **Quorum.** A minimum of ~~seven (7)~~ five (5) board members of the current membership of the Advisory Board shall constitute a quorum at a meeting of the Advisory Board. At a meeting of the Advisory Board, official business may only be conducted with a quorum. If a quorum shall not be present at any meeting of the Advisory Board, the board members present may receive information about the Advisory Board business, and may deliberate future action, but shall take no action. If a quorum shall not be present at any regular meeting of the Advisory Board, the presiding officer may nevertheless call the meeting to order and recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum may be present.

5.7. **Voting.** A ~~2/3~~ majority vote shall be required for passage of any official business.

Article 6 Officers

6.1. **Officers.** The officers consist of a Chair and Vice-Chair, who shall be elected by the Advisory Board.

6.2 **Term of Office.** The term of office shall be one year. Officers shall be elected at the first regular meeting following January 1st of each calendar year and shall serve in such office until the first regular meeting following January 1st of the subsequent calendar year.

6.3. **Chair Duties.** The chair shall have general supervisory and directional powers of the Advisory Board. The chair shall preside at all Advisory Board meetings, set the agendas, and notify the Advisory Board of all meeting times and place.

6.4. **Vice-Chair Duties.** The Vice-Chair shall serve only to preside at meetings of the Advisory Board, when the Chair is absent.

6.5. **Secretary.** The secretary shall keep minutes of said meetings.

6.6. **Staff.** The Kendall County Parks Department staff will act as Secretary to the Advisory Board.

Article 7
Amendments

7.1. Amendment. These by-laws may be amended at any regular meeting a quorum being present by a majority vote, provided a copy of the amendment has been provided to each member at least one week before the meeting. Any such amendment shall be conditioned upon subsequent approval by the Commissioner's Court.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Appointments/Reappointments for the Kendall County Parks Advisory Board |
| DEPARTMENT & PERSON MAKING REQUEST | Joe Reissig, Parks Director |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 508 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | <p>Consideration and action to approve the following appointments/reappointments to the Kendall County Parks Advisory Board:</p> <p>Appointments: Diane Kramer (Precinct 3), Jon Tipton (Precinct 3), and Jill Boyter (Precinct 4).</p> <p>Reappointments: Dale Bransford (Precinct 1) and Andrew Robinson (Precinct 4).</p> |
| REASON FOR AGENDA ITEM | To renew terms of current members, and to fill vacancies in the Parks Advisory Board. |
| WHO WILL THIS AFFECT? | Kendall County Parks Advisory Board and the public. |
| ADDITIONAL INFORMATION | N/A |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Comfort ISD road closure request |
| DEPARTMENT & PERSON MAKING REQUEST | Chad Carpenter, Commissioner Precinct 4 |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action to approve closing the following streets for Comfort ISD Anti-Bullying Run/Walk on March 1st. The Intersections involved are 6th Street and Main Street, 6th Street and Broadway, 6th Street and Water Street, 7th Street and Water Street, 8th Street and Broadway, 8th Street and Main Street, and 7th Street and Main Street. |
| REASON FOR AGENDA ITEM | Request for road closures in Comfort for an Anti-Bullying Run/Walk event |
| WHO WILL THIS AFFECT? | Neighborhood residents in a mildly traveled community in Comfort |
| ADDITIONAL INFORMATION | Kendall Road and Bridge will assist in placing barricades at the intersections involved. |

Comfort ISD
Wellness Initiative

Anti-Bullying Run/Walk/Roll 1 Mile & 5K Event

March 1, 2023

5 PM



Start: Western parking lot access to Altgelt Field near 6th Street & Main Street – turn left exiting parking lot onto Main Street; go west to 5th Street; turn left on 5th Street; turn left on Water Street and follow road to the curve where it turns into 8th Street; turn left on Main Street; 1 Mile marker is at the electric pole after the eastern parking lot access to Altgelt Field.

To continue for the 5K, complete the same route two more times. The 5K marker is at the electric pole after the eastern parking lot access to Altgelt Field.

1 Mile = 1 lap

5K = 3 laps



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | 501(c)(3) nonprofit Das GreenHaus's termination of the Economic Development Agreement with Kendall County dated August 22, 2022 |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Discussion of 501(c)(3) nonprofit Das GreenHaus's termination of the Economic Development Agreement with Kendall County dated August 22, 2022 regarding the renovation of the public building located at 400 East Blanco Road, Boerne, Texas 78006 |
| REASON FOR AGENDA ITEM | To discuss 501(c)(3) nonprofit Das GreenHaus's termination of the Economic Development Agreement with Kendall County dated August 22, 2022 regarding the renovation of the public building located at 400 East Blanco Road, Boerne, Texas 78006 |
| WHO WILL THIS AFFECT? | Kendall County and Das Greenhaus |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Das GreenHaus's proposal for a new Economic Development Agreement with Kendall County |
| DEPARTMENT & PERSON MAKING REQUEST | Kathy Estes, Board President Das GreenHaus |
| PHONE # OR EXTENSION # | kathy@dasgreenhaus.org |
| TIME NEEDED FOR PRESENTATION | 10 minutes |
| WORDING OF AGENDA ITEM | Presentation and discussion regarding 501(c)(3) nonprofit Das GreenHaus's proposal for a new Economic Development Agreement with Kendall County and the purpose of said agreement |
| REASON FOR AGENDA ITEM | Presentation and discussion regarding 501(c)(3) nonprofit Das GreenHaus's proposal for a new Economic Development Agreement with Kendall County |
| WHO WILL THIS AFFECT? | Kendall County and Das Greenhaus |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Prisoner Housing Agreement - Atascosa County |
| DEPARTMENT & PERSON MAKING REQUEST | Kendall County Sheriff's Office - Sheriff Al Auxier |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 128 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on renewing the prisoner housing agreement with Atascosa County. |
| REASON FOR AGENDA ITEM | Outsource housing of prisoners due to Kendall County Jail being at capacity. |
| WHO WILL THIS AFFECT? | Sheriff's Office |
| ADDITIONAL INFORMATION | None |

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITY

This Agreement is made and entered into this ____ day of _____, 2023, by and between Atascosa County Texas, a political subdivision of the State of Texas (hereinafter referred to as "ATASCOSA") and KENDALL County, Texas a political subdivision of the State of Texas (hereinafter referred to as "KENDALL"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, KENDALL AND ATASCOSA seek to enter into an Agreement to provide for the incarceration of KENDALL prisoners (both males and females) in the ATASCOSA County Detention Facility; and

WHEREAS, the purpose of the Agreement is to assist neighboring counties with providing for the public health, safety and wellbeing of each county as well as for the security of the neighboring communities.

NOW, THEREFORE, KENDALL AND ATASCOSA in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. ATASCOSA hereby agrees to house prisoners for KENDALL on a space available basis.

The availability of space shall be determined by the ATASCOSA County Sheriff in accordance with current jail regulations as promulgated by the Texas Commission on Jail Standards concerning the separation and categories of prisoners. ATASCOSA shall follow the Texas Commission on Jail Standards as it pertains to the operation of the facility in regards to care, custody, and control of all prisoners transferred to their custody.

2. KENDALL shall pay ATASCOSA a daily prisoner-housing fee of \$65.00 per day. The day the prisoner is "booked in" or received by ATASCOSA will be counted and charged. The day the prisoner is "booked out" or transported from ATASCOSA and does not return will not be counted or charged. ATASCOSA will mail KENDALL a monthly, itemized invoice showing the actual number of KENDALL prisoner days in that month and the daily KENDALL prisoner count. KENDALL will remit the full amount of the invoice to the ATASCOSA County Auditor's Office within Thirty (30) days of receipt thereof.
3. In addition to the daily prisoner housing fee set forth above, KENDALL will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any KENDALL prisoners, housed by ATASCOSA. Non-prescription medication will be provided at no cost to KENDALL or its prisoners. KENDALL grants ATASCOSA the authority to arrange for any off-site providers to bill KENDALL directly for the costs of hospitalization and/or medical care for any KENDALL inmate. In the event direct billing is unavailable, KENDALL shall reimburse ATASCOSA for the costs it incurs.
4. KENDALL agrees to comply with all booking procedures of ATASCOSA, a copy of which will be provided to KENDALL.
5. KENDALL agrees that ATASCOSA will not house any injured prisoners unless KENDALL has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. ATASCOSA shall notify KENDALL as soon as practical in the event that any KENDALL prisoner is injured while incarcerated at ATASCOSA; and will follow up in providing KENDALL with copies of all incident reports prepared, relative to said injury.

7. The ATASCOSA County Sheriff reserves the right to refuse or return any KENDALL inmate if he determines it to be in ATASCOSA's best interest. KENDALL shall promptly arrange to take custody of any such prisoner so requested by ATASCOSA.
8. ATASCOSA shall be fully responsible and liable for all suits, claims, losses, and expenses, including ATASCOSA'S reasonable attorney's fees, arising out of ATASCOSA performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by ATASCOSA, and including the transfer of prisoners to and from ATASCOSA unless transported by KENDALL. Nothing herein shall be deemed as ATASCOSA indemnifying KENDALL from suit brought by an inmate against KENDALL.
9. TERM: This agreement shall commence as of the date of execution and shall continue until September 30, 2023, unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms, beginning October 1 and ending September 30. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate the Interlocal Agreement.
10. KENDALL is solely responsible for transporting the inmates to ATASOCSA'S FACILITY. In the event it becomes necessary for ATASCOSA to provide transportation to sites for medical attention, KENDALL agrees to reimburse ATASCOSA for transportation costs made by ATASCOSA at the rate of \$.55 per mile.

11. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement nor specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party, and not otherwise. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
12. Commitment of Revenues. In the event that, during any term hereof: the Commissioners Court does not appropriate sufficient funds to meet the obligations of KENDALL County under this Interlocal Agreement, then KENDALL County may terminate this Agreement upon ninety (90) days written notice to ATASCOSA County. KENDALL County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of KENDALL County.
13. Immunities. It is expressly understood and agreed that, in the execution of this agreement, neither County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
14. Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. Assignment. This agreement is not assignable without the written consent and approval of the other party.
16. Conflicts with Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict

between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

17. No Waiver: No waiver by any party hereto of any breach of any provision of the agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

18. Notice: Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ATASCOSA: County of Atascosa, Texas

Attn: Atascosa County Judge

1 Courthouse Circle Drive, County Courthouse, Suite 101

Jourdanton, TX 78026

With copy to: Atascosa County Sheriff

David Soward

1108 Campbell Avenue

Jourdanton, TX 78026

If to KENDALL County of KENDALL, Texas

Attn: Kendall County Judge
201 E. San Antonio Ave
Boerne, TX 78006

With copy to: KENDALL County Sheriff
Al Auxier
6 Staudt St.
Boerne, TX 78006

19. Entire Agreement: This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
20. Legal Construction/Severability: In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. Prior Agreements: This Agreement supersedes and terminates all previous Interlocal Agreements between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing

work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

22. Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

24. Headings: The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

25. Gender and Number: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

26. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

27. Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Counties in accordance with its terms.

28. Governmental Purpose: Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

ATASCOSA COUNTY, TEXAS:

KENDALL COUNTY, TEXAS:

By: Weldon Cude
County Judge, Atascosa County, Texas

By: Shane Stolarczyk
County Judge, Kendall County, Texas

ATTEST:

County Clerk, Atascosa County, Texas

County Clerk, Kendall County, Texas



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | AACOG Committee Appointments |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Announcement of appointments to the Alamo Area Council of Governments (AACOG) committees |
| REASON FOR AGENDA ITEM | Committee appointments |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |

KENDALL COUNTY AACOG APPOINTMENTS

2023

| <u>POSITION</u> | <u>REPRESENTATIVE</u> | <u>ALTERNATE</u> |
|---|--|---|
| Board of Directors | Judge Shane Stolarczyk | Commissioner Christina Bergmann |
| Area Judges | Judge Shane Stolarczyk | Commissioner Christina Bergmann |
| 9-1-1 Area Judges | Judge Shane Stolarczyk | Commissioner Christina Bergmann |
| Air Improvement Resources Executive Committee | Judge Shane Stolarczyk | Commissioner Christina Bergmann |
| Regional Review Committee | Judge Shane Stolarczyk | |
| Criminal Justice Advisory Committee (2 Positions) | Nicole S. Bishop Criminal District Attorney | Glennnda Wilke Victims Services |
| | Brooke House, Executive Director Kendall County Women's Shelter | Holly Aldridge, Shelter Manager Kendall County Women's Shelter |
| Regional 9-1-1 Advisory Committee | Sgt. Khalid Alabaidi Boerne Police Department | Mike Howle GIS Coordinator |
| Regional Emergency Preparation Committee | Jeff Fincke EMC, Fire Marshal | Brady Constantine Boerne Fire Department |
| Alamo Senior Advisory Committee | Kera Dutton County Extension Service | Dinah Treiber Comfort Golden Age Center |
| Resource Recovery Committee | Rick Tobolka County Engineer | Mary Ellen Schulle Assistant County Engineer |

Effective February 13, 2023



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Health and Wellness |
| DEPARTMENT & PERSON MAKING REQUEST | Juanita Espino, Human Resources Director |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 600 |
| TIME NEEDED FOR PRESENTATION | 15 minutes |
| WORDING OF AGENDA ITEM | Presentation of the health and wellness program at Texas Association of Counties by Mark Zollitsch, Wellness Consultant and Ernesto Martinez, Employee Benefits Consultant. |
| REASON FOR AGENDA ITEM | Update the Court on the health and wellness program offered by TAC |
| WHO WILL THIS AFFECT? | County Staff |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Justice Assistace Grant |
| DEPARTMENT & PERSON MAKING REQUEST | CDA's Office - Nicole Bishop CDA/Glennda Wilke Victim Services Coordinator |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 293 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to apply for continuation of the Justice Assistance Grant 2024 Funding for and of Related Resolution |
| REASON FOR AGENDA ITEM | To continue compensating an Assistant Criminal District Attorney to support the Criminal Justice Process using Justice Assistance Grant 2024 funding |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Kendall County Criminal District Attorney's Office |
| ADDITIONAL INFORMATION | None |

RESOLUTION

WHEREAS, the Kendall County Commissioners Court finds it in the best interest of the citizens of Kendall County that the Justice Assistance Grant Project be operated for the 2023 – 2024 year; and

WHEREAS, the Kendall County Commissioners Court agree to the said project as required by the Justice Assistance Grant; and

WHEREAS, the Kendall County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Kendall County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Kendall County Commissioners Court designates Nicole Bishop, Kendall County Criminal District Attorney, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Kendall County Commissioners Court approves submission of the grant application for the Justice Assistance Grant Project to the Office of the Governor, Criminal Justice Division.

Signed by:

Shane Stolaczyk
Kendall County Judge

Christina Bergmann
Commissioner Pct. 1

Andra Wisian
Commissioner Pct. 2

Richard Chapman
Commissioner Pct. 3

Chad Carpenter
Commissioner Pct. 4

Passed and Approved on the 13th day of February, 2022 Grant Number: 4210203

KENDALL COUNTY, TEXAS
GRANT APPLICATION CHECKLIST

Department Requesting Grant Kendall County

Grantor: CJD/JAG

Type of Grant: FEDERAL / STATE

Grant Title Justice Assistance Grant

Grant Amount: 75,000

Grant Start Date: 10/1/2023

How the Grant Benefits Kendall County:

Provides partial salary for existing prosecutor, Alessandra Deike

PER AACOG: GRANT MAY NOT EXCEED \$75,000.00

Are there any requirements made of the county immediately for long-term, such as matching funds, administrative time, new bank accounts, etc.?

Monthly financial reporting, quarterly financial reporting, annual audit, budget verification, OOG Auditor, budget adjustments.

Victim Coordinator: Quarterly program reporting, prepares narrative/ grant writing.

Alessandra Deike 1/23/2023
Department Spokesperson Date

Alessandra Deike 1/24/23
Department Head Date

The signature of the County Auditor is for review purposes only, and is required before this grant application can be presented to the Commissioners Court.

Alessandra Deike 1/24/23
County Auditor Date



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Victims of Crime Act Grant |
| DEPARTMENT & PERSON MAKING REQUEST | CDA's Office - Nicole Bishop CDA/Glennda Wilke Victim Services Coordinator |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 293 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to apply for the continuation of Victims of Crime Act Grant 2024 Funding and of Related Resolution |
| REASON FOR AGENDA ITEM | To continue compensating two Victim Advocates along with supplies and training using the Victims of Crime Act Grant 2024 funding |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Kendall County Criminal District Attorney's Office |
| ADDITIONAL INFORMATION | None |

RESOLUTION

WHEREAS, the Kendall County Commissioners Court finds it in the best interest of the citizens of Kendall County that the General Assistance Grant Project (Victims of Crime Act) be operated for the 2023 – 2024 year; and

WHEREAS, the Kendall County Commissioners Court agree to the said project as required by the Victims of Crime Act Grant; and

WHEREAS, the Kendall County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Kendall County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Kendall County Commissioners Court designates Nicole Bishop, Kendall County Criminal District Attorney, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Kendall County Commissioners Court approves submission of the grant application for the Victims of Crime Act Grant Project to the Office of the Governor, Criminal Justice Division.

Signed by:

Shane Stolaczyk
Kendall County Judge

Christina Bergmann
Commissioner Pct. 1

Andra Wisian
Commissioner Pct. 2

Richard Chapman
Commissioner Pct. 3

Chad Carpenter
Commissioner Pct. 4

Passed and Approved on the 13th day of February, 2022 Grant Number: 2772208

KENDALL COUNTY, TEXAS
GRANT APPLICATION CHECKLIST

Department Requesting Grant: Kendall County

Grantor: CJD/VOCA Type of Grant: FEDERAL / STATE

Grant Title: Victims of Crime Act

Grant Amount: \$132,925

Grant Start Date: 10/1/2023

How the Grant Benefits Kendall County:

Provides direct victim services

Provides partial salary, a small portion of operation expenses to the department.

PER AACOG: GRANT MAY NOT EXCEED AMOUNT REQUESTED IN PREVIOUS YEAR.

Are there any requirements made of the county immediately for long-term, such as matching funds, administrative time, new bank accounts, etc.?

Monthly financial reporting, quarterly financial reporting, annual audit, budget verification, OOG

Auditor: budget adjustments

Victim Coordinator: Quarterly program reporting, prepares narrative/ grant writing

Monica Oiler 1/20/2023
Department Spokesperson Date

Stacy Rokeby 1/20/23
Department Head Date

.....
The signature of the County Auditor is for review purposes only and is required before this grant application can be presented to the Commissioners Court

Christina Spear 1/24/23
County Auditor Date

.....
Date Approved in Commissioners Court

.....
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Violence Against Women Act Grant |
| DEPARTMENT & PERSON MAKING REQUEST | CDA's Office - Nicole Bishop CDA/Glennda Wilke Victim Services Coordinator |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 293 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to apply for continuation of Violence Against Women Act Grant 2024 funding and of Related Resolution |
| REASON FOR AGENDA ITEM | To continue compensating an Assistant Criminal District Attorney using Violence Against Women Act Grant 2024 funding |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Kendall County Criminal District Attorney's Office |
| ADDITIONAL INFORMATION | None |

RESOLUTION

WHEREAS, the Kendall County Commissioners Court finds it in the best interest of the citizens of Kendall County that the Violence Against Women Act Grant Project be operated for the 2023 – 2024 year; and

WHEREAS, the Kendall County Commissioners Court agree to the said project as required by the Violence Against Women Act Grant; and

WHEREAS, the Kendall County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Kendall County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Kendall County Commissioners Court designates Nicole Bishop, Kendall County Criminal District Attorney, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Kendall County Commissioners Court approves submission of the grant application for the Violence Against Women Act Grant Project to the Office of the Governor, Criminal Justice Division.

Signed by:

Shane Stolaczyk

Kendall County Judge

Christina Bergmann

Commissioner Pct. 1

Andra Wisian

Commissioner Pct. 2

Richard Chapman

Commissioner Pct. 3

Chad Carpenter

Commissioner Pct. 4

Passed and Approved on the 13th day of February, 2022 Grant Number: 3562706

Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Specified rate contract for general engineering services supporting Kendall County Engineer's department. |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on executing a specified rate contract with BGE Inc. for general engineering services Kendall County Engineer's department. |
| REASON FOR AGENDA ITEM | Execute a specified rate contract for general engineering services supporting Kendall County Engineer's department. |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Countywide |
| ADDITIONAL INFORMATION | BGE Inc. will be engaged in various support activities on an as needed basis. |



Professional Service Agreement

THIS AGREEMENT ("Agreement"), made and entered into by and between BGE, Inc. (BGE) and the Client identified herein, provides for the Professional Services described under Item 3 of this Agreement.

CLIENT: Kendall County **CONTACT PERSON:** Rick Tobolka, P.E.
ADDRESS: 201 East San Antonio Avenue, Suite 101 **OFFICE NUMBER:** (830) 331-8250
Boerne, Texas 78006 **EMAIL:** rtobolka@co.kendall.tx.us

PROJECT NAME: Development Review and Engineering Support Services

1. **THE AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITIONS which are included in Attachment A.** Client shall authorize and BGE shall commence its services on BGE's receipt of the properly executed and signed Agreement, as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) BGE extends the time in writing; or (2) at the sole option of BGE, BGE accepts Client's written or oral authorization to proceed with the services, in which event the terms of the authorization shall include all the terms of this Agreement. BGE's performance of the services, including Additional Services, under the written or oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

2. **LOCATION & DESCRIPTION OF PROJECT SITE:** (If additional pages are necessary, they are identified as Attachment B)

N / A. Project location varies.

3. **SCOPE OF SERVICES TO BE PROVIDED BY BGE:** (If additional pages are necessary, they are identified as Attachment B)

BGE, Inc. (BGE) will provide staff to support Kendall County (County) with general engineering services. Specific tasks will include, but are not limited to, the following:

- Review of plat, site development and site plan applications for residential and commercial development to verify compliance with the County's Development Rules and Regulations.
- Preparation of technical memorandums and reports to support requests by the County Engineer;
- Consulting services for the planning, analysis, design, or construction administration services of public infrastructure projects
- These services will be provided to the County on an as-needed basis. This can include providing staff to be co-located within the County Engineering Department offices.

Assumptions:

- The Engineer will provide staff support at the County's offices, when requested.
- The Engineer will provide a laptop, computer screens, keyboard, etc. for the staff to be co-located at the County's offices.
- The County will provide access to the County's Engineering Department computer network, as needed.
- Mileage will be compensated as a reimbursable expense at IRS rates for travel to the County offices, project sites etc.

Schedule

- Engineering services support will be provided on an as-needed basis. Schedules will be established for each request.



Professional Service Agreement

4. EXCLUDED AND/OR ADDITIONAL SERVICES: (If additional pages are necessary, they are identified as Attachment B)

N/A

5. THE COMPENSATION TO BE PAID BGE FOR PROVIDING THE REQUESTED SERVICES: (If additional pages are necessary, they are identified as Attachment B)

The total compensation for the General Engineering Support Services shall be based on an hourly specified rate as defined in the Hourly Rate Table, not to exceed \$30,000 without prior authorization. County shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the County. The hourly fee schedule is provided below. All compensation will be on an hourly, not to exceed, basis in accordance with the terms of the Professional Services Agreement.

| Professional Staff | Hourly Bill Rate | Example Staff |
|------------------------------------|------------------|--|
| ENG I (EIT I) | \$105 | Cassidy Ehrman, EIT |
| ENG II (EIT II) | \$120 | Tanner Parker, EIT |
| ENG III (EIT III) | \$135 | Elise Budd, EIT |
| ENG IV (Project Engineer I) | \$150 | Lizzie Wilson, PE |
| ENG V (Project Engineer II) | \$165 | Brittany Johs-Gori, PE, Stacy Mulholland, PE |
| ENG VI (Sr. Engineer I) | \$180 | Aaron Mathis PE, Jenna Gardner, PE, CFM |
| ENG VI (Sr. Engineer II, PM) | \$230 | Aaron Neumann, PE, Francisco Arce, PE, CFM |
| ENG VII (Sr. Engineer III, Sr. PM) | \$260 | Brian Rice, PE |
| Engineering Technician | \$100 | Celeste Guzman |
| Sr. Engineering Technician | \$150 | Shana Dollery |

Note: Billing Rates are subject to adjustments annually.

Reimbursable Expenses will be billed at 1.10 times their cost. Reimbursable Expenses includes mileage, printing, shipping, materials, etc.

IN WITNESS WHEREOF, this Agreement is accepted on the date written below and subject to the terms and conditions set forth above and in Attachments.

BGE, Inc.

SIGNED: Brian D. Rice

TYPED NAME: BRIAN D. RICE, P.E.

TITLE: DIRECTOR, PUBLIC WORKS

DATE: JANUARY 19, 2023

CLIENT: Kendall County

SIGNED: _____

TYPED NAME: _____

TITLE: _____

DATE: _____



Attachment A Standard Terms and Conditions

Project/Proposal: Development Review and Engineering Support Services

Client: Kendall County

Date: January 19, 2023

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed.
2. **NO WARRANTY:** Professional Services are not subject to, nor can or will BGE, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
3. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.); job-related mileage at the prevailing IRS rate; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.

4. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.

5. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
6. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information.
7. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.



Attachment A

Standard Terms and Conditions

8. **REPORTING OBLIGATIONS:** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes BGE from providing any notices or reports that it may be required by law to give to governmental entities.
9. **OTHER INFORMATION:** BGE will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
10. **LABORATORY SERVICES:** In performing services, BGE may request that Client provide independent testing laboratory services. BGE will rely on the accuracy of the testing laboratory services. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.
11. **SITE VISIT:** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of BGE's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate BGE to visit the site.
12. **ACCESS:** Client will provide BGE with access to the Property or to any other site as required by BGE for performance of the Services.
13. **OWNERSHIP OF DOCUMENTS:**
 - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
 - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
14. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. BGE shall not be required to sign any document that requires BGE to certify conditions that BGE has not specifically observed during construction. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES CAUSED BY ANY CONTRACTOR ARISING OUT OF THE PROJECT AND THE WORK.
15. **SUBMITTAL REVIEW:** In the event BGE's Professional Services include the review of contractor submittals of shop drawings, product data, samples or other data that the contractor is required to submit (collectively, "Contractor Submittals"), BGE's review is for the limited purpose of checking Contractor Submittals for general conformance with the design concept and the information shown in the drawings and/or specifications prepared by BGE. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, interpretation of welds, or safety precautions. BGE shall be provided sufficient time (in BGE's sole opinion) to permit adequate review by BGE. Review of a specific item shall not indicate that BGE has reviewed the entire assembly of which the item is a component. The Contractor is solely responsible for identifying any deviations in the Contractor Submittals from the drawings, specifications or other Construction Documents.
16. **ASBESTOS OR HAZARDOUS MATERIALS:** It is acknowledged by both parties that BGE's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event BGE or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of BGE's Services, BGE may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
17. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.



Attachment A

Standard Terms and Conditions

18. **NO CERTIFICATION:** BGE shall not be required to sign any documents that would result in BGE having to certify, guarantee, or warrant the existence of conditions whose existence BGE cannot ascertain. The Client also agrees not to make resolution of any dispute with BGE or payments of any amount due to BGE in any way contingent upon BGE's signing any such certification.
19. **PROJECT ENHANCEMENT:** If, due to BGE's error or omission, any required item or component of the Project is omitted from BGE's documents, BGE shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will BGE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
20. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
21. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
22. **INSURANCE:** BGE shall at all times carry Worker's Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that BGE be named as an additional insured on insurance coverages provided by contractors on the project.
23. **CONSEQUENTIAL DAMAGES:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.
24. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
25. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
26. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
27. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



Attachment A

Standard Terms and Conditions

28. DISPUTE RESOLUTION:

a. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to; First, direct negotiations between the appropriate representatives of each party; Second, non-binding mediation as a condition precedent to the commencement of litigation by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any agreed upon settlement shall remain confidential.

b. If any claim or dispute cannot be resolved by non-binding mediation, either or both parties may elect to pursue resolution through litigation. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, WITHOUT A JURY.

29. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

30. CORPORATE LIABILITY: Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's employees, agents or officers in their individual capacity.

31. REGULATORY CHANGES: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

32. ATTORNEY'S FEES: In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, or if BGE is the prevailing party in any litigation or arbitration with Client, then Client shall pay BGE all reasonable and necessary attorneys' fees, expenses, expert fees, deposition fees and costs, court costs and other costs incurred by BGE, in addition to other amounts due.

33. FIDUCIARY RESPONSIBILITY: BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

34. CONTRACTUAL LIEN TO SECURE PAYMENT: Client grants to BGE a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to BGE by Client including those arising as a result of BGE's services provided under this Agreement. Client grants BGE the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client agrees to indemnify, save, and hold BGE harmless for any and all claims, causes of action, and damages that may arise against BGE if the representations contained in this paragraph are not correct.

35. SEVERABILITY: If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

36. CONSTRUCTION OF AGREEMENTS: Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

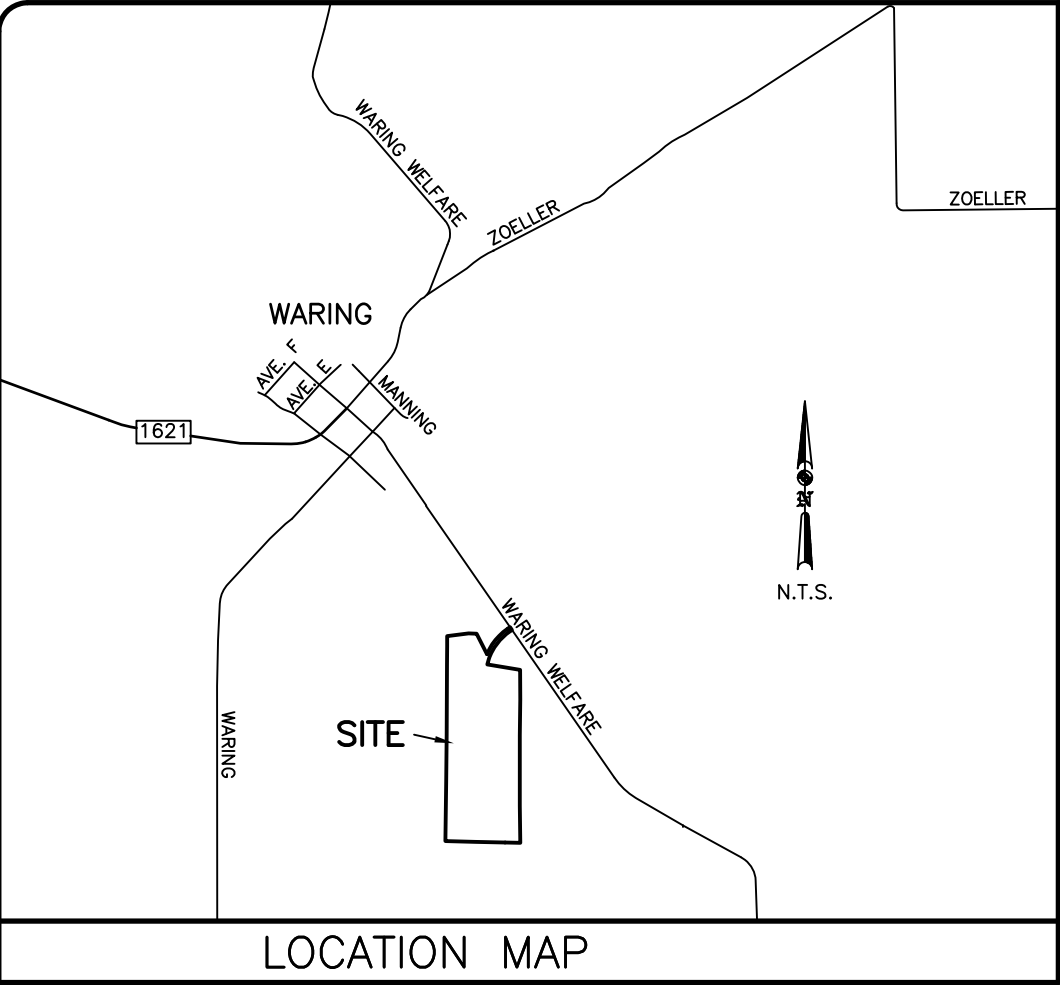
37. SURVIVAL OF PROVISIONS: Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services; (b) any continuing obligation or responsibility of BGE and of Client which would otherwise survive termination of the Services; or (c) the survival of any indemnity of BGE by Client; or (d) the survival of paragraphs 1, 2, 6, 13, 16, 19, 21, and 23 - 37.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Rescind Preliminary Plat Windmill Ranch Subdivision |
| DEPARTMENT & PERSON MAKING REQUEST | Commissioner Pct. #4 - Chad Carpenter County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on rescinding Commissioners Court approval of the Preliminary Plat of Windmill Ranch Subdivision, in accordance to Section 203 of the 2010 Kendall County Development Rules and Regulations. (448 Waring Welfare, LLC) |
| REASON FOR AGENDA ITEM | Rescind Preliminary Plat Windmill Ranch Subdivision |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | Precinct 4 |
| ADDITIONAL INFORMATION | <p>The preliminary plat of the proposed subdivision was found administratively complete by the Engineer's office. Commissioners Court approved the preliminary plat on 1-9-2023. Subsequent to Commissioners Court approval Kendall County staff discovered the construction of new homes within the boundaries of the proposed subdivision. The construction of the new homes is not compliant with section 203 of the 2010 Kendall County Development Rules and Regulations.</p> <p>The proposed subdivision consists of 98.41 acres, 16 single-family residential lots, and 3069 linear feet of roadway, with a density of 6.15 acres per lot. The proposed subdivision will be served by individual private water wells and On-Site-Sewage Facilities.</p> |



WINDMILL RANCH

PLAT SHOWING: A SUBDIVISION OF 98.409 ACRES OUT OF THE JOHN SWEENEY JR. SURVEY NO. 12, ABSTRACT NO. 432, KENDALL COUNTY, TEXAS AND BEING PART OF THAT 128.428 ACRE TRACT CONVEYED TO 448 WARING WELFARE LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DEED RECORDED IN DOCUMENT NO. 2022-370555, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.

16 RESIDENTIAL LOTS

AREA IN PRIVATE ROADWAY – 4.455 ACRES
LINEAR FEET OF ROADWAYS – 3069 FEET
AVERAGE DENSITY PER LOT FOR THIS SUBDIVISION – 6.15 ACRES

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR #5207
DONALD DEAN BOERNER
DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD DEAN BOERNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2022.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY KENDALL COUNTY, TEXAS.

REGISTERED PROFESSIONAL ENGINEER #108753
JAMES P. McGARR
CIVIL TECH, PLLC.
PO BOX 2203
BOERNE, TEXAS 78006
210-365-5029

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES P. McGARR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2022.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

THE OWNER OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT, AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR TROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAIN EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

448 WARING WELFARE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: JOHN KYLE GRECO, SOLE MEMBER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, JOHN KYLE GRECO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2022.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

I, DARLENE HERRIN COUNTY CLERK OF KENDALL COUNTY, CERTIFY THAT THE PLAT

BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE ____ DAY OF _____ 2022

AT __ O’CLOCK __ M IN THE PLAT RECORDS OF KENDALL COUNTY TEXAS,

DOCUMENT NO _____.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE, DOCUMENT NO. _____.

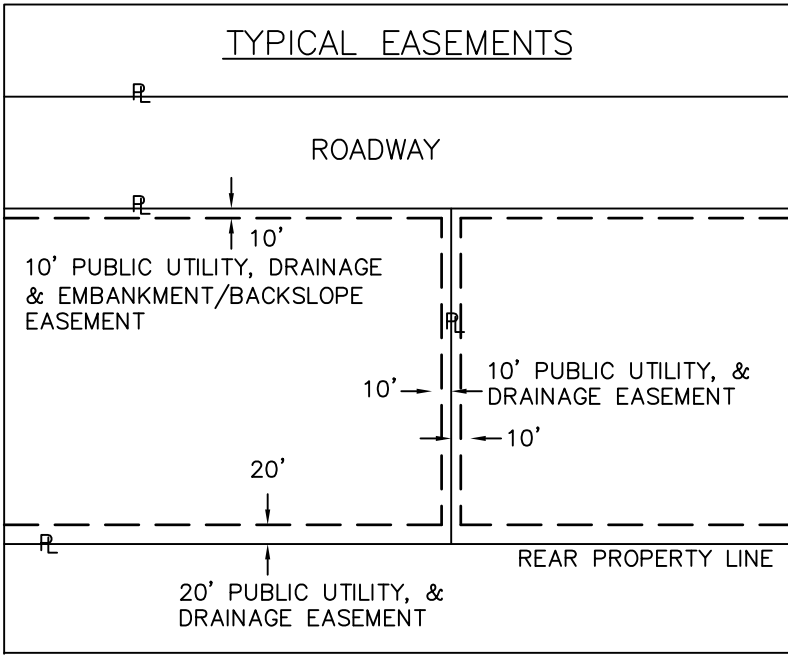
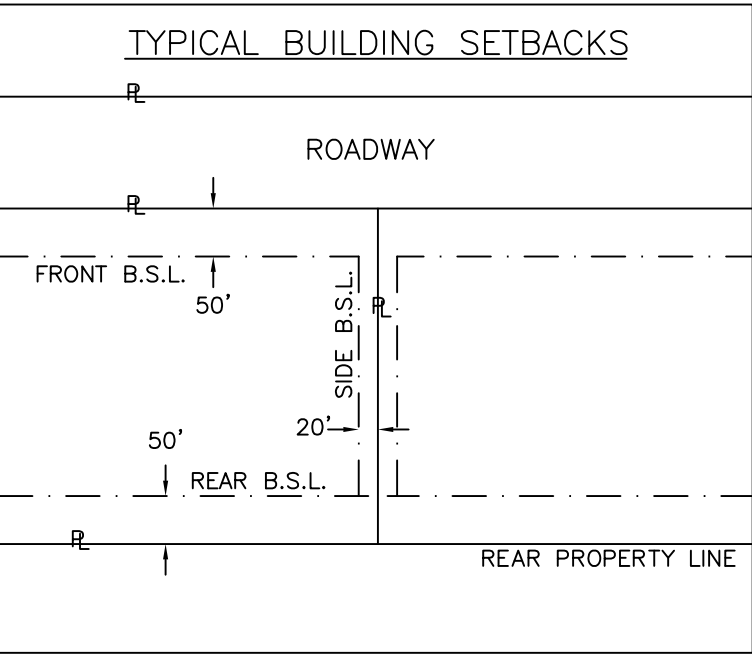
BY _____ DEPUTY

NOTES:

- UNLESS OTHERWISE SHOWN ON THIS PLAT, PROPERTY CORNERS ARE MONUMENTED WITH A 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP.
- BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- FIELD SURVEY COMPLETED 07/21/2022.
- WATER SERVICE SHALL BE PROVIDED BY A PRIVATE WATER WELL CONSTRUCTED ON THE LOT BY THE OWNER THEREOF, MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT AND TCEQ. WELLS SHALL HAVE A 100 FOOT SANITARY CONTROL EASEMENT UNLESS A SMALLER IS PERMITTED BY COW CREEK GROUNDWATER CONSERVATION DISTRICT.
- SEWAGE FACILITIES SHALL BE PROVIDED BY A PRIVATE ON-SITE SEWAGE FACILITY CONSTRUCTED ON THE LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY, TEXAS AND TCEQ.
- THESE LOTS ARE LOCATED WITHIN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
- ELECTRICAL SERVICE IS PROVIDED BY BANDERA ELECTRIC COOPERATIVE INC.
- TELEPHONE SERVICE IS PROVIDED BY HILL COUNTRY TELEPHONE COOPERATIVE INC.
- THESE LOTS ARE NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48259C0275 F, DATED DECEMBER 17, 2010.
- THESE LOT ARE NOT LOCATED WITHIN THE ETJ OF ANY CITY MUNICIPALITY.
- IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THE EASEMENTS AND BUILDING SET BACK LINES SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS AS LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
- TOPOGRAPHICAL DATA WAS OBTAINED FROM TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS) STATE AERIAL LIDAR.
- NOTES APPLY TO ALL PAGES OF THIS PLAT.
- COMMERERCIAL WASTE COLLECTION AND DISPOSAL SERVICES ARE AVAILABLE FOR THIS SUBDIVISION.
- LOTS ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE ONLY.
- 5 FOOT AERIAL CONTOURS SHOWN WERE CREATED FROM TNRIS STATE LIDAR DATABASE, WARING 2019 DEM FILE.

DRAINAGE NOTE:

- BASED ON THE DRAINAGE ANALYSIS, EACH LOT IS ALLOTTED 10,000 SQUARE FEET OF IMPERVIOUS COVER. ANY INCREASE ABOVE THIS AMOUNT WILL REQUIRE INDIVIDUAL LOT(S) TO ENSURE COMPLIANCE WITH TEXAS WATER CODE SECTION 11.086. COMPLIANCE LETTER SIGNED BY LICENSED PROFESSIONAL ENGINEER, TO BE SUBMITTED TO HOA, COUNTY COMMISSIONER, OR DESIGNEE.
- VARIABLE WIDTH DRAINAGE EASEMENT-NO DEVELOPMENT OR ALTERING EXISTING DRAINAGE PATTERNS ALLOWED WITHIN SAID EASEMENT. EXISTING PONDS AND INTERCEPTOR SWALES SHALL NOT BE DISTURBED OR ALTERED.



CIVIL TECH, PLLC.

ENGINEERS, CONSULTANTS, LAND PLANNERS

Firm No. 13711 (210) 365-5029
P.O. BOX 2203 BOERNE, TX. 78006

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492 FIRM NO. 10193963

DATE: 08-01-2022

JOB# 22-252

THE ENGINEERING CONSULTANT, COUNTY ENGINEER OR PROJECT ENGINEER OF KENDALL COUNTY, TEXAS, HAS REVIEWED THIS PLAT REVISION FOR CONFORMANCE TO ALL REQUIREMENTS OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS.

THIS SUBDIVISION PLAT OF WINDMILL RANCH, KENDALL COUNTY, TEXAS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS ____ DAY OF _____ A.D. 2022.

COUNTY JUDGE

COMMISSIONER PRECINCT NO.1

COMMISSIONER PRECINCT NO.2

COMMISSIONER PRECINCT NO.3

COMMISSIONER PRECINCT NO.4

| CURVE | RADIUS | DELTA | ARC | BEARING | CHORD |
|-------|----------|------------|--------|---------------|--------|
| C1 | 940.00 | 42°56'58" | 704.63 | S 34°10'57" W | 688.25 |
| C2 | 940.00 | 16°15'15" | 266.67 | S 03°34'51" W | 265.77 |
| C3 | 10000.00 | 04°58'20" | 867.83 | S 01°03'36" E | 867.56 |
| C4 | 25.00 | 52°48'53" | 23.04 | S 24°58'52" E | 22.24 |
| C5 | 66.00 | 285°37'45" | 329.02 | N 88°34'56" W | 79.78 |
| C6 | 25.00 | 52°48'53" | 23.04 | N 27°50'00" E | 22.24 |
| C7 | 9940.00 | 04°58'20" | 862.62 | N 01°03'36" W | 862.35 |
| C8 | 1000.00 | 26°04'41" | 455.15 | N 09°29'34" E | 451.23 |
| C9 | 1000.00 | 33°07'32" | 578.15 | N 39°05'40" E | 570.13 |





| | | |
|------|---------|---------------|
| L60 | 94.81° | N 26°02'28" E |
| L61 | 269.55° | N 18°30'45" E |
| L62 | 523.12° | N 9°00'00" W |
| L63 | 30.67° | N 9°00'00" W |
| L64 | 110.85° | N 9°00'00" W |
| L65 | 87.44° | S 12°01'05" E |
| L66 | 131.14° | S 54°10'05" E |
| L67 | 307.80° | S 60°57'24" E |
| L68 | 101.95° | S 35°20'07" E |
| L69 | 9.33° | N 0°05'38" E |
| L70 | 118.60° | N 35°20'07" W |
| L71 | 312.85° | N 60°57'24" E |
| L72 | 117.80° | N 54°10'05" W |
| L73 | 69.49° | N 12°01'05" W |
| L74 | 61.37° | N 9°00'00" W |
| L75 | 30.00° | N 9°00'00" W |
| L76 | 567.84° | N 9°00'00" W |
| L77 | 215.15° | S 0°57'38" W |
| L78 | 76.68° | S 01°33'57" E |
| L79 | 63.79° | N 01°33'57" E |
| L80 | 214.99° | N 0°05'38" E |
| L81 | 25.14° | S 66°15'40" W |
| L82 | 32.40° | S 66°15'40" W |
| L83 | 626.40° | S 66°15'40" W |
| L84 | 58.50° | S 01°33'57" E |
| L85 | 145.57° | S 47°54'11" W |
| L86 | 99.69° | S 28°20'54" W |
| L87 | 40.28° | S 45°09'40" W |
| L88 | 69.21° | S 01°33'57" E |
| L89 | 38.54° | N 42°52'19" E |
| L90 | 44.06° | S 19°59'25" W |
| L91 | 549.36° | S 19°59'25" W |
| L92 | 37.42° | S 45°09'40" W |
| L93 | 95.42° | S 59°58'53" E |
| L94 | 90.57° | S 77°02'45" E |
| L95 | 65.82° | S 60°40'35" E |
| L96 | 60.82° | S 57°24'39" E |
| L97 | 42.70° | S 81°35'40" E |
| L98 | 27.31° | N 81°35'40" W |
| L99 | 220.00° | N 0°46'31" W |
| L100 | 103.32° | N 59°53'16" W |
| L101 | 47.64° | N 31°40'57" W |
| L102 | 50.16° | N 42°52'19" E |
| L103 | 368.28° | S 08°42'42" E |
| L104 | 31.39° | S 08°42'42" E |
| L105 | 368.73° | S 08°42'42" E |
| L106 | 30.10° | S 81°35'40" W |
| L107 | 109.47° | S 69°21'08" E |
| L108 | 52.50° | S 64°02'20" E |
| L109 | 183.78° | S 50°56'51" E |
| L110 | 150.79° | S 20°53'11" E |
| L111 | 131.78° | S 67°40'46" E |
| L112 | 105.74° | N 67°40'46" W |
| L113 | 145.77° | N 20°53'11" W |
| L114 | 195.27° | N 50°36'51" W |
| L115 | 57.42° | N 64°02'20" W |
| L116 | 114.07° | N 69°21'08" W |
| L117 | 42.56° | N 81°35'40" W |
| L118 | 325.94° | S 01°02'30" E |
| L119 | 10.58° | S 01°02'30" E |

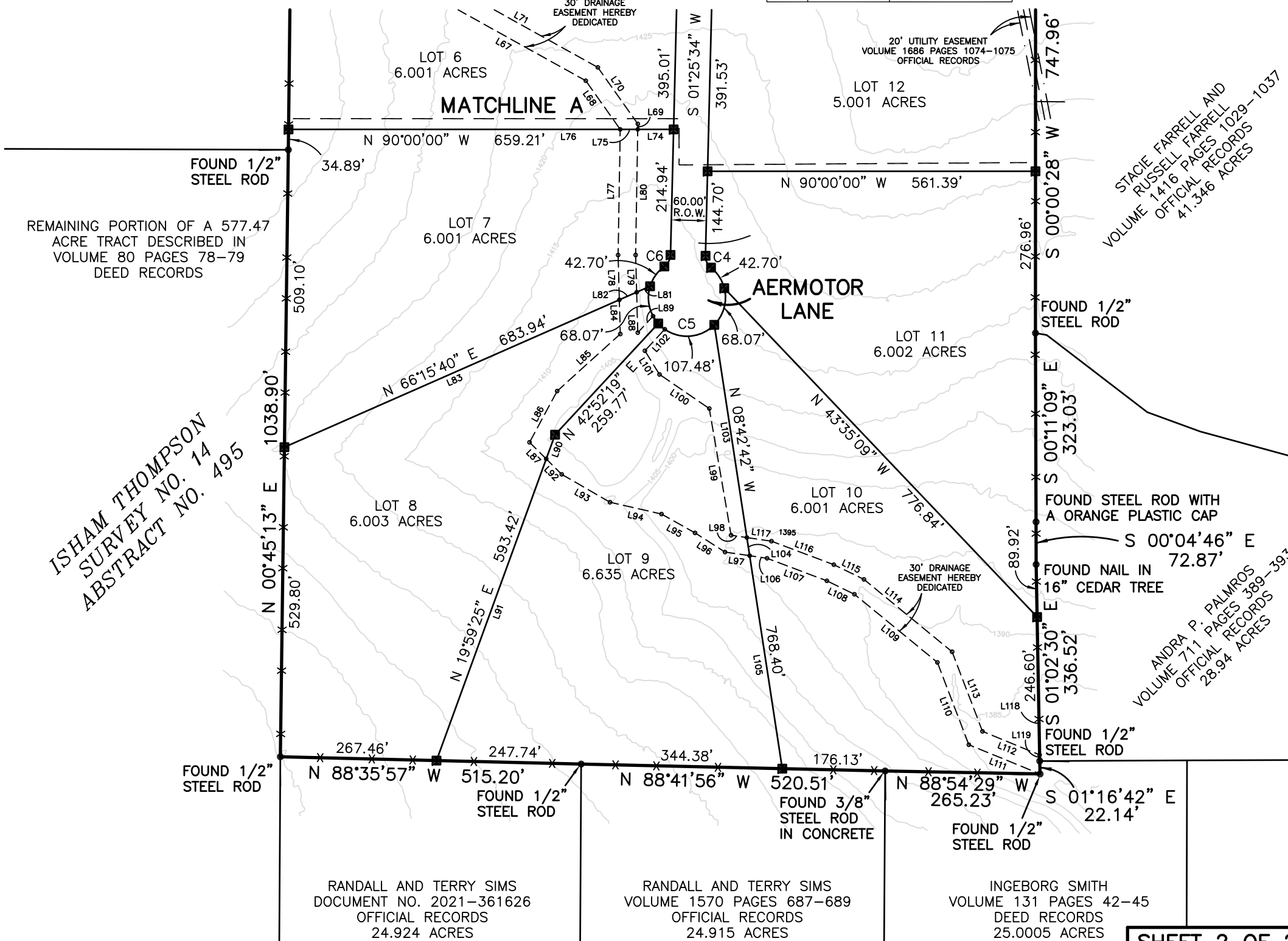


SCALE: 1" = 200'



LEGEND:

- | | |
|---|---|
|  | SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP |
| F-5207 | FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP |
|  | EASEMENT POINT |
| B.S.L. | BUILDING SETBACK LINE |
| R.O.W. | RIGHT-OF-WAY |
|  | TELEPHONE PEDESTAL |
| PP  | POWER POLE |
| OHU — | OVERHEAD UTILITIES |
| X — | WIRE FENCE |
| — — — — | DRAINAGE EASEMENT LINE |
| — . — | UTILITY EASEMENT |





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|--|
| SUBJECT | Fencing at 114 Rosewood |
| DEPARTMENT & PERSON MAKING REQUEST | Christina Bergmann, Commissioner Pct.1 |
| PHONE # OR EXTENSION # | 830-331-8254 |
| TIME NEEDED FOR PRESENTATION | 10 minutes |
| WORDING OF AGENDA ITEM | Consideration and action concerning a fence on the west side of 114 Rosewood property. |
| REASON FOR AGENDA ITEM | Discuss placing a fence on the west side of the property line of 114 Rosewood. |
| WHO WILL THIS AFFECT? | County/Public |
| ADDITIONAL INFORMATION | none |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Consideration and action to enter into a preventative maintenance contract with Renew Bio Medical for preventative maintenance on 10 Sapphire I/V Pumps |
| DEPARTMENT & PERSON MAKING REQUEST | Brian Webb, EMS Administrator |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 454 |
| TIME NEEDED FOR PRESENTATION | 3 minutes |
| WORDING OF AGENDA ITEM | Consideration and action for Kendall County EMS to enter into a one-year preventative maintenance contract with Renew Bio Medical for Preventative Maintenance on 10 Sapphire I/V Pumps |
| REASON FOR AGENDA ITEM | Required annual service on I/V pumps |
| WHO WILL THIS AFFECT? | EMS/ Patient care |
| ADDITIONAL INFORMATION | This is a one-year agreement to service our 10 Sapphire I/V Pumps at a cost of \$1950.00 |



Preventative Maintenance Contract Quote

Shipping Address:
2345 Dr. F E Wright Drive
Jackson, TN 38305
Toll Free: 844.425.0987
Fax: 731.300.3535
Website: www.renewbiomedical.com
Email: service@renewbiomedical.com

| Date | Quote # |
|----------|---------|
| 2/7/2023 | 3061 |

| Name / Address |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| Ship To |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| P.O. No. | Payment Terms | Rep | Service Contract Dates | Billing Cycle |
|----------|---------------|-----|------------------------|---------------|
| | | JSN | | |

| Description | Qty | Rate | Total | U/M |
|---|-----|--------------|----------|------|
| Preventative Maintenance Contract for Infusion Pumps-Sapphire Annual Preventative Maintenance (PM): -Visual Inspection to verify Visual Integrity of Unit -Perform Diagnostic checks of device's internal CPU -Test Pump operation, air in line alarm, down & up stream occlusion, door open alarm, charge indicator -Test of Power Supply/Battery -Replacement of Main Battery and Memory Battery, if needed -Test Real Time/Internal Clock of the system -Perform operational check of all system functions per OEM specifications -Battery Replacement for Sapphire Pumps Access to our customer BioPortal which allows user(s) to login and see assets(equipment) serviced at any time, along with biomed reports. Contract Terms Equipment Repairs I.Preventative Maintenance does not cover repairs on the equipment. II.Preventative Maintenance does not cover the replacement of accessories when needed (batteries, power cords, cuffs, cables, etc.). III.However, ReNew Biomedical will inform if a unit needs repair/replacement and diagnose problem free of charge. IV.All approved repairs (if repairable by ReNew Biomedical) will be performed at a labor rate of \$150.00/hour not to include parts needed for repair(s). V.Any equipment repairs will be considered "depot" and must be performed on site at ReNew Biomedical's location in Jackson, TN. | 10 | 195.00 | 1,950.00 | T ca |
| | 1 | 0.00 | 0.00 | T ca |
| | 1 | 0.00 | 0.00 | T ca |
| | | Total | | |

Remittance Address: PO Box 11476 Jackson, TN 38308

Authorized Signature/Date

Page 1 I have read and understand each of the above listed contract terms and agree to abide by them.



Shipping Address:
2345 Dr. F E Wright Drive
Jackson, TN 38305
Toll Free: 844.425.0987
Fax: 731.300.3535
Website: www.renewbiomedical.com
Email: service@renewbiomedical.com

Preventative Maintenance Contract Quote

| Date | Quote # |
|----------|---------|
| 2/7/2023 | 3061 |

| Name / Address |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| Ship To |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| P.O. No. | Payment Terms | Rep | Service Contract Dates | Billing Cycle |
|----------|---------------|-----|------------------------|---------------|
| | | JSN | | |

| Description | Qty | Rate | Total | U/M |
|--|-----|------|--------------|-----|
| <p>VI.Should the contracted monitor(s) need repair, it is up to the named facility to notify ReNew Biomedical prior to sending the equipment in for depot repair.</p> <p>VII.The entity named will assume costs for shipping units to ReNew Biomedical Services in Jackson, TN.</p> <p>VIII.ReNew Biomedical will assume return shipping costs for sending equipment back to original location.</p> <p>Billing</p> <p>I.The entity named will receive payment terms of Net 30. Any past due balances will accrue fees at a rate of 3%.</p> <p>II.The total amount will be due 30 days upon receipt of invoice.</p> <p>III.Additional monitors may be added to service after the instatement of this Contract and will accrue the same \$/monitor fee.</p> <p>IV.The entity named will be subject to parts/labor charges on any repairs of equipment.</p> <p>Compliance with Laws</p> <p>I.The parties shall comply with the requirements of all applicable laws, rules, or regulations required by federal, state, or local governments in the performance of this Agreement, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").</p> <p>Insurance and Indemnification</p> <p>I.The parties shall provide:</p> <p>a.Workers Compensation Insurance. Workers compensation insurance for its employees in amounts required by applicable law. Upon request, shall provide evidence that it has secured such insurance coverage.</p> <p>II.Each party shall indemnify, defend, and hold harmless the other party and its affiliates, and their respective employees,</p> | | | | |
| | | | Total | |

Remittance Address: PO Box 11476 Jackson, TN 38308

Authorized Signature/Date

Page 2 I have read and understand each of the above listed contract terms and agree to abide by them.



Shipping Address:
2345 Dr. F E Wright Drive
Jackson, TN 38305
Toll Free: 844.425.0987
Fax: 731.300.3535
Website: www.renewbiomedical.com
Email: service@renewbiomedical.com

Preventative Maintenance Contract Quote

| Date | Quote # |
|----------|---------|
| 2/7/2023 | 3061 |

| Name / Address |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| Ship To |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| P.O. No. | Payment Terms | Rep | Service Contract Dates | Billing Cycle |
|----------|---------------|-----|------------------------|---------------|
| | | JSN | | |

| Description | Qty | Rate | Total | U/M |
|---|-----|------|--------------|-----|
| <p>officers, directors, and agents, from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs, or expenses (including reasonable attorney fees) to the extent relating to a Third-Party claim arising out of the party's gross negligence, willful misconduct, or material breach of the party's obligation under this Agreement.</p> <p>In the event that personnel of either party seeks worker's compensation benefits from the other party, or files any claim against the other party for injuries or damages obtained while providing any of the services contemplated in this Agreement, that party employing such personnel shall, to the extent permitted by law, defend, indemnify, save, and hold harmless the other party, except if such injury is caused directly by the gross negligence, recklessness, or the willful and wanton misconduct of the other party.</p> | | | | |
| | | | Total | |

Remittance Address: PO Box 11476 Jackson, TN 38308

Authorized Signature/Date

Page 3 I have read and understand each of the above listed contract terms and agree to abide by them.



Shipping Address:
 2345 Dr. F E Wright Drive
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 Website: www.renewbiomedical.com
 Email: service@renewbiomedical.com

Preventative Maintenance Contract Quote

| Date | Quote # |
|----------|---------|
| 2/7/2023 | 3061 |

| Name / Address |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| Ship To |
|--|
| Kendall County EMS Brian Webb 1175 N Main Street Boerne, TX 78006 |

| P.O. No. | Payment Terms | Rep | Service Contract Dates | Billing Cycle |
|----------|---------------|-----|------------------------|---------------|
| | | JSN | | |

| Description | Qty | Rate | Total | U/M |
|--|-----|-------|------------|-----|
| Notices I.Any and all notices required or permitted to be provided hereunder shall be delivered as set forth in this Agreement by hand-delivery, first-class mail, email, or a nationally recognized courier. However, notices of termination or breach of this Agreement shall only be provided by hand-delivery, first-class mail, or a nationally recognized overnight courier. Contract Termination I.This Contract, once signed, will be good for one (1) year from date of signatures. If at any time during the year either party would like to terminate this agreement, 60 days written notice is required. Once written notice is received, all monies owed will be due at that time. If service has already been performed, the entire amount will be owed. II.In the event either party is provided written notice by the other party of a material breach of this Agreement, the breaching party shall have thirty (30) days from receipt of such notice to cure, to the reasonable satisfaction of the non-breaching party, the breach. If the breaching party fails to cure the breach within the thirty (30) day timeframe, the non-breaching party may immediately terminate this Agreement. Confidentiality I.This Contract and its terms may not be discussed or shared with any parties outside this agreement. Pricing and terms will be kept confidential. Any employees or persons within the organization of the entity named with access to this contract information are bound by these provisions. | 1 | 0.00 | 0.00 | ea |
| Sales Tax | | 0.00% | 0.00 | |
| Total | | | \$1,950.00 | |

Remittance Address: PO Box 11476 Jackson, TN 38308

Authorized Signature/Date _____

Page 4 I have read and understand each of the above listed contract terms and agree to abide by them.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Consideration and action for Kendall County EMS to enter into a Memorandum of Understanding with STRAC (Southwest Texas Regional Advisory Council) for the Regional Whole Blood program |
| DEPARTMENT & PERSON MAKING REQUEST | Brian Webb, EMS Administrator |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 454 |
| TIME NEEDED FOR PRESENTATION | 10 minutes |
| WORDING OF AGENDA ITEM | Consideration and action for Kendall County EMS to enter into a Memorandum of Understanding for the Regional Whole Blood Program with Southwest Texas Regional Advisory Council (STRAC) |
| REASON FOR AGENDA ITEM | For Kendall County EMS to carry and give whole blood |
| WHO WILL THIS AFFECT? | EMS and patient care |
| ADDITIONAL INFORMATION | The cost for the needed equipment is under \$7000 |



STRAC REGIONAL WHOLE BLOOD* PROGRAM MEMORANDUM OF UNDERSTANDING

**Whole Blood refers to Low Titer O-Positive Whole Blood*

BACKGROUND

Evolution of Remote Damage Control Resuscitation (RDCR) as a Capability

Within the last decade, substantial improvements in combat casualty outcomes have been a consequence of the revolutionary change in the paradigm of massive hemorrhage resuscitation coined Damage Control Resuscitation (DCR). DCR is borne out of a novel scientific discovery made by US military physicians managing severely injured casualties within military medical treatment facilities (MTF) on the battlefield. The principle of DCR evolved as a natural extension of the philosophy of damage control surgery to control significant hemorrhage after injury. The basic tenets of DCR are based on the mitigation of the “lethal triad” of injury manifest by acidosis, hypothermia, and coagulopathy; utilizing a resuscitation strategy that allows permissive hypotension and promotes early hemostasis. The hemostatic element is attained by virtue of a balanced resuscitation of red blood cells, plasma, and platelets directed at the early amelioration of the coagulopathy of trauma.

Despite the obvious clinical successes of this innovation, a significant clinical gap was identified by a review of all battlefield deaths from 2001-2011 in which the majority of battlefield injury mortality (87%) occurred in the field prior reaching an MTF. Of the prehospital battlefield deaths, 24% were potentially survivable of which 90% died as a result of hemorrhage. Philosophically, as time to surgical control of hemorrhage is contingent upon the availability of evacuation assets, it follows that moving resuscitation assets forward to the casualty will bear the potential to extend the window of survival to reach definitive care.

Historically, trauma patients have had to wait until arrival at a hospital to receive blood/blood products. Component therapy was administered as follows: red blood cells, plasma, platelets in a 1:1:1 ratio. Hemostatic resuscitation, using LTOWB, prior to arrival at a hospital is a promising opportunity to improve prehospital care (McGinity, Zhu et al. 2018). Currently, blood-based resuscitation is not a capability that many prehospital agencies are able to employ. Additionally, few hospitals have the capability to provide LTOWB. While historical efforts have focused on trauma care, LTOWB is an intervention that should be made available to all patients requiring emergent transfusion to include medical and trauma etiologies.

Regional Strategy to Improve Care of the Hemorrhaging Patient

STRAC leads a regional process improvement initiative to make LTOWB available throughout the continuum of care from point of injury to definitive care. This regional LTOWB program is in collaboration with the South Texas Blood & Tissue Center (STBTC), University Health System (UHS), Brooke Army Medical Center (BAMC), the US Army Institute of Surgical Research (USAISR), the University of Texas Health San Antonio (UTHSA), air medical services represented by Air Evac Lifeteam, and San Antonio AirLIFE, ground EMS, and regional hospitals. The overall strategy includes the ability to manage the regional supply (donors) and demand without intentionally creating excess waste of this gift of life.

STRAC developed this Memorandum of Understanding (MOU) to outline the agreement for identified stakeholders to collaboratively work through the development, operation, and sustainment of a prehospital whole blood program. All stakeholders as identified recognize the complexity of a regional LTOWB initiative and its potential impact to quality patient care if all parties do not develop, implement, and follow the MOU that guide each organization's behavior. Participating agencies and facilities are

identifying strategies to ensure that LTOWB is a consistently available capability and to mitigate waste due to product expiration at participating rotational sites, rotational centers, or STBTC. The concept of operations can be found in Appendix A. Key stakeholders are identified in Appendix B. For the purposes of this program:

- A rotational site has return privileges to STBTC (ensuring the LTOWB is rotated through to a higher usage rotational center.
- A rotational center receives LTOWB that has already been cycled through the prehospital setting.

This MOU is a living document and will be evaluated annually. The signatories are attesting to the commitment of their organization to follow and enforce the practices, roles, and responsibilities for their organizations as delineated in this MOU.

PROGRAM TENETS

All Participating Agencies and Facilities Agree to the Following

1. Program updates and training information can be found at: www.strac.org/blood.
2. This is a regional process improvement program. All data and information shared will be used solely for the improvement of the delivery of care in the Southwest Texas region.
3. The STRAC Regional Whole Blood Committee will serve as the guiding body for the regional LTOWB program. Meetings will be conducted on a quarterly basis in conjunction with the STRAC Prehospital Committee and Main Membership Meetings. Participation is strongly encouraged as key decisions with regard to program execution and operation will be determined by consensus with those in attendance.
4. Will provide clinical and administrative support to ensure program development, tracking, and sustainment is successful. This includes:
 - a. STBTC will ensure administrative training is done on the ordering, management, and storage of LTOWB at participating sites.
 - b. Each agency and facility will have a primary point of contact that is available to address concerns and participate in discussions and decision making.
5. Blood centers have their own collection, preservation, and lifecycle processes. In order to maintain consistency within the region, STBTC will be the single supplier of rotational LTOWB until further notice.
6. Agencies and facilities will provide clinical and administrative performance improvement information as requested by STRAC.
7. Documentation of prehospital LTOWB transfusions will occur on the STRAC Regional Prehospital Blood Product Transfusion Record (Appendix C). The transfusion record is not a substitute for the agencies electronic patient care record (EPCR). It provides real-time communication between prehospital agencies, the receiving emergency department, and receiving facility blood bank/transfusion services. It is imperative that hospital blood banks/transfusion services receive real-time notification through the use of the prehospital blood product transfusion record that untyped & uncross-matched blood has been administered.
8. The STRAC will maintain regional program records using information from prehospital providers, STBTC, and receiving facilities.
 - a. A copy of the STRAC Regional Prehospital Blood Product Transfusion Record will be sent via secure email to MEDCOM@STRAC.org.
 - b. The STRAC Data-Path or Tableau will serve as the centralized secured de-identified database utilized by member agencies.

- c. The STRAC EMS Feedback Portal will be utilized to exchange information on patient outcomes and other requested information through a secured portal.
9. Every attempt to regionally standardize LTOWB initiatives should be made in order to maximize opportunities for interoperability amongst member agencies.
 - a. This includes distinct marking of the LTOWB blood bags to decrease the risk of misidentifying LTOWB versus packed red blood cells. See Appendix D.
 - b. The use of validated equipment certified by the STBTC and an approved product(s) list by the STRAC Regional Whole Blood Committee. See Appendix E.

Air Medical Providers:

1. Air Medical Providers: the STRAC Air Medical Providers Advisory Group (AMPAG) and its invited stakeholders will be the primary committee through which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the AMPAG will be routed to the STRAC Regional Whole Blood Committee for further assistance.
2. Air Medical providers will include "low titer o-positive whole blood" fields in their prehospital documentation to assist with future tracking and collecting of research data.
3. Requests for resupply shall be coordinated through MEDCOM.
 - a. Crew will text MEDCOM at (210) 417-7016 or use appropriate air medical radio communication channels.
 - b. Provide the agency name, the number of units needed, the rendezvous location, and ETA to the rendezvous location.
4. Any change in program status, will be reported through AMPAG to the STRAC Regional Whole Blood Committee.

Ground EMS:

1. Ground EMS: the STRAC Regional Prehospital Committee (EMS Leaders) and its invited stakeholders will be the primary committee through which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the STRAC Regional Prehospital Committee will be routed to the STRAC Regional Whole Blood Committee for further assistance.
2. Ground EMS agencies will include a quarriable field for LTOWB, as an intervention, in their electronic health care record.
3. Any change in program status, will be reported through the STRAC EMS Leaders (Prehospital) Committee to the STRAC Regional Whole Blood Committee.

Level I Trauma Centers:

1. Trauma Centers will include "low titer o-positive whole blood" fields in their trauma registry to assist with future tracking and collecting of data.
2. The STRAC Trauma Coordinators Meeting and its invited stakeholders will be the primary committee through which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the STRAC Trauma Coordinators Committee will be routed to the STRAC Executive Committee for further assistance.
3. Any change in program status, will be reported through the STRAC Systems PI Committee to the STRAC Regional Whole Blood Committee.

Other Regional Hospitals:

1. The STRAC Emergency Department Operations Committee (ED OPS) and its invited stakeholders will be the primary committee through which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the STRAC ED OPS Committee will be routed to the STRAC Regional Whole Blood Committee for further assistance.
2. Regional hospitals will include "low titer o-positive whole blood" fields in their trauma registry to assist with future tracking and collecting of data.
3. An internal system must be identified to track patients receiving LTOWB that do not meet inclusion criteria in the trauma registry or are not transferred to a higher level of care. Example: gastrointestinal bleeding patient.
4. Identify a point of contact for STRAC Acute Care Division.
5. Any change in program status, will be reported through the STRAC Regional Emergency Department Operations Committee to the STRAC Regional Whole Blood Committee.

TERM

This memorandum of understanding is in effect on the date on which it is signed and remains in effect for a period of three (3) years or if written notification is received revoking the Memorandum of Understanding with the STRAC. All parties reserve the right to terminate this MOU at any time, with or without cause. Thirty (30) day written notification is required for termination of the MOU.

ORGANIZATION: _____
(Indicate Hospital or Agency Name here)

PRIMARY POC: _____
(This is a role, not a person. Example ED shift supervisor)

PRIMARY POC CONTACT INFORMATION (EMAIL/PHONE):

(Business URL only, NO gmail/yahoo, etc., personal accounts)

POC FOR PROVIDING FEEDBACK (OUTCOMES DATA FOR TRAUMA AND MEDICAL):

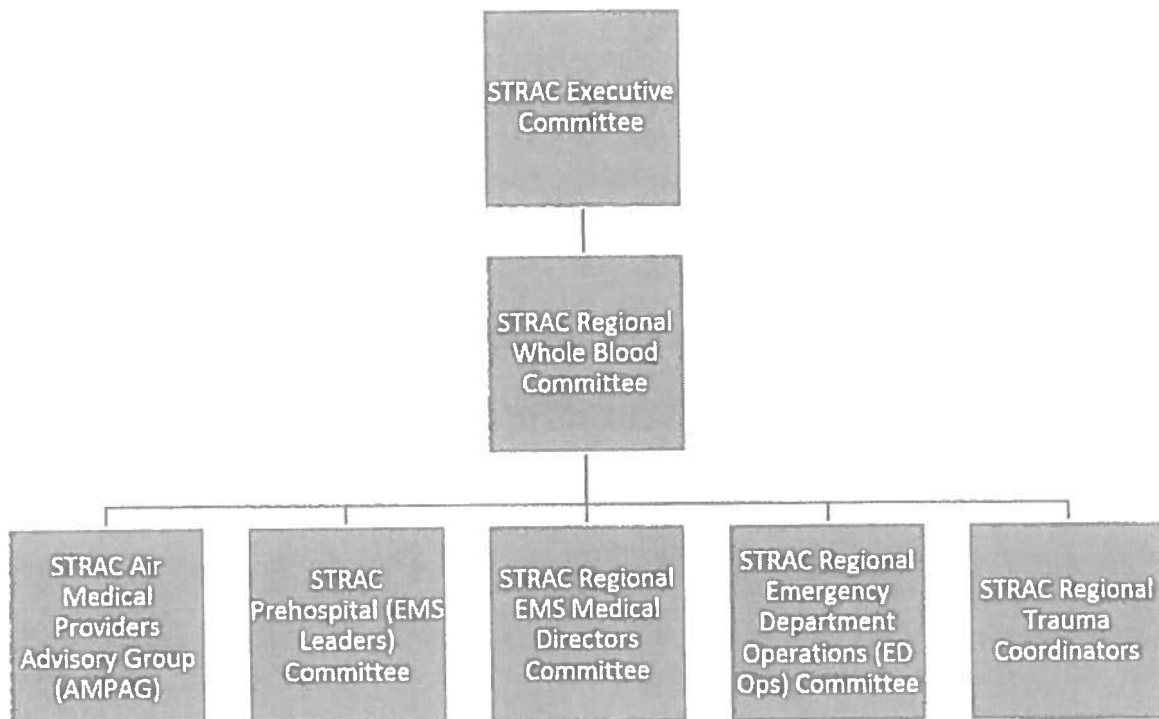
(This is a role, not a person. Example ED shift supervisor)

POC FOR PROVIDING FEEDBACK CONTACT INFORMATION (EMAIL/PHONE):

(Business URL only, NO gmail/yahoo, etc., personal accounts)

| Southwest Texas Regional Advisory Council | |
|--|---|
| By: _____ Donald Jenkins, MD, Regional Whole Blood Committee Chair | By: _____ Eric Epley, Executive Director |
| _____ Date | _____ Date |
| South Texas Blood & Tissue Center | Hospital: _____ |
| By: _____ Organization Leadership | By: _____ Hospital or System CEO |
| _____ Date | _____ Date |
| EMS Agency: _____ | |
| By: _____ EMS Agency Leadership | By: _____ EMS Medical Director |
| _____ Date | _____ Date |

APPENDIX A
Collaborative Consensus Driven Decision Model



APPENDIX B
Key Stakeholders in the Trauma Service Area-P

- A. Air Medical Providers**
- B. Ground EMS Providers**
- C. Level I Trauma Centers**
- D. South Texas Blood and Tissue Center**
- E. Southwest Texas Regional Advisory Council**
- F. Regional Hospitals (other than Level I Trauma Centers)**

APPENDIX C PREHOSPITAL BLOOD PRODUCT TRANSFUSION RECORD*

*Visit <https://strac.org/blood> for most current version.



Prehospital Blood Product Transfusion Record

| | | |
|---------------|-----------------------------------|--------------------------------------|
| Patient Name: | Transporting Agency Run / Case #: | Receiving Facility Medical Record #: |
|---------------|-----------------------------------|--------------------------------------|

| Product Unit Number (Affix sticker below, or write unit number) | Product Type (Check One) | Transfusion Date & Start Time | Transfusion Complete* (Check One) | Transfusion Reaction** (Check One) | Transporting Medic/RN Initials |
|--|--|---|--|---|--------------------------------|
| 1. | <input type="checkbox"/> PRBC <input type="checkbox"/> Plasma <input type="checkbox"/> LTOWB | | <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2. | <input type="checkbox"/> PRBC <input type="checkbox"/> Plasma <input type="checkbox"/> LTOWB | | <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3. | <input type="checkbox"/> PRBC <input type="checkbox"/> Plasma <input type="checkbox"/> LTOWB | | <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4. | <input type="checkbox"/> PRBC <input type="checkbox"/> Plasma <input type="checkbox"/> LTOWB | | <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Air Medical/ Ground Agency: | | Receiving Facility (Check One): <input type="checkbox"/> University Hospital <input type="checkbox"/> Brooke Army Med Center <input type="checkbox"/> Other: _____ | | Type of Call (Check One): <input type="checkbox"/> Scene Call <input type="checkbox"/> Interfacility Transfer | |
| Aircraft ID / Medic Unit #: | | Comments: | | | |

*If blood product transfusion is ongoing at time of patient transfer to hospital, document "Ongoing."
 **Document actions taken in 'Comments' Section at the time of patient drop-off at receiving hospital.

Actions to take for suspected transfusion reaction:

STOP TRANSFUSION

- Disconnect tubing from infusion site, flush site with normal saline
- Keep line open with normal saline
- Re-initiate new transfusion if it is deemed clinically essential
- Document actions taken in 'Comments' section

COPY 1 (white): Transporting crew

COPY 2 (yellow): Receiving hospital emergency/trauma team

COPY 3 (pink): Receiving hospital Blood Bank/Transfusion Services

Transporting crew: Please send a copy to MEDCOM: email: MEDCOM@strac.org, text: (210) 417-7016 or FAX: (210) 233-5825

APPENDIX D
LTOWB BLOOD PRODUCT TAG



APPENDIX E APPROVED PRODUCTS LIST

For the most current version of the Approved Products List, visit www.strac.org/blood.

STRAC LTOWB Program Approved Product List
As approved by the Regional Whole Blood Committee
August 16, 2019

The vision of the Regional Whole Blood Program is to keep the highest standards and promote interoperability within our region.

All items are FDA approved. For program integrity, all equipment used must be FDA approved. Please contact the manufacturer or distributor directly for the most recent pricing. Costs may vary from listed price. This is to provide an estimate of costs to start a program.

1. Low Titer O+ Whole Blood (LTOWB)

- Contact STBTC to initiate contract for supply of LTOWB.
- Due to different preservatives found in whole blood, STBTC is the only authorized vendor of blood in the STRAC Regional Whole Blood Program.

2. BLOOD COOLER that has been independently validated by STBTC

a. Pelican Credo Cube w/ Thermal Isolation Chamber System (TIC)

- <https://pelicanbiothermal.com/products/credo-promed-series-4-2l>
- Recommend purchasing another set of "insides" to keep frozen in a standard small freezer for easy swap out at change of shift.
 - *The TIC pack has a 5-year lifecycle that will be the agencies responsibility to track and manage. The date can be found on the black box.*

Item: GH02AEMT4C
Name: Finished Goods: Golden Hour 2L, Series 4, Standard Tan Bag w/ Inserts
COST: \$360

b. TIC Set

- There is an updated version. It is mostly cosmetic upgrades, the capability remains the same: The main difference between the 2L ProMed (part number quoted – GH02A4248PMT) and the 2L EMT (GH02AEMT4C) is the closing mechanism on the outer bag.
- The ProMed has the updated strap/latch closure whereas the EMT has the older zippered version. We've found the ProMed to be a superior option as it greatly reduces strain and wear to the internal VIP/insulation panels.
- Both 2L units have the same size payload space and perform the same with a duration of 48 hrs.
- The only other difference is in the color of the TIC systems (the ProMed has a white TIC system and the EMT's is black)."

Item: GH-TIC-4U-EMT
Name: TIC SET: GOLDEN HOUR 2L, BLACK, SE
Cost: \$180



3. **FREEZER**

- a. Off-the-shelf compact freezer to condition (ie: freeze) TIC packs.
- b. Roughly \$200 on Amazon.



Item: Generic (Off-the shelf)
Name: Generic (Off-the shelf)
COST: \$200 (estimate from Amazon)

4. **BLOOD WARMERS**

Note: The prehospital industry is exploding with new devices. Recommend doing your homework in identifying which one is best for your agency or mission set. When price comparing, a device may be cheaper at the outset, but it's expendable items (proprietary blood tubing) may be very pricey.

QinFlow has adopted a new "Unplug-Replug" strategy to create a seamless patient handoff for the entire continuum of emergency care. The disposable tubing in their warmer can be used with their prehospital focused equipment and hospital-based equipment. *In order to facilitate a regional emphasis on the continuity of care, STRAC recommends the use of the QinFlow warmer for all rotation sites and rotation centers participating in the regional whole blood program.* In addition to facilitating patient handoff, this inter-operability strategy supports a regional mass casualty incident response in which blood and blood warmers will be sent to the point of need.

a. QinFlow

- <http://qinflow.com/Products>



Item: Q11100000U
Name: QinFlow Warrior Portable Warmer System
COST: \$3,438 (Unit Price)
\$989 Enhanced Battery
\$375 Mounting Pole
\$40/ea QinFlow Disp. Tubing

b. Quantum LifeWarmer

- <https://www.lifewarmer.com>
 - o Disposable Tubing
 - o Quantum Controller
 - o Quantum Battery
 - o Quantum Charger



Item: 35-0006
Name: Quantum LifeWarmer
COST: \$2,999.99 (Unit Retail)

Item: _____
Name: Thermal Transfusion Set (blood), pack of two
COST: \$399

Item: 35-0003
Name: Quantum Controller
COST: \$774

Item: 35-0001
Name: Quantum Battery
COST: \$1229.99

Item: 35-0002
Name: Quantum Charger
COST: \$718.99

c. **Belmont Buddy Lite (used by several HEMS agencies)**

- <https://www.belmontmedtech.com/products/the-belmont-buddy-lite>
- Prices not publicly available.



Item: _____

Name: Belmont Buddy Lite

COST: (not publicly available)

5. FILTERED BLOOD TUBING

Note: Sold by almost all vendors that have IV Tubing

- a. Y-type Blood/Solution Set with Standard Blood Filter (these spike into blood bag and connects into proprietary warmer tubing)



Item: _____

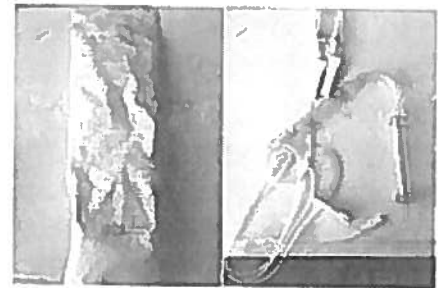
Name: Y-Type Blood/Solution Set with Standard Blood Filter

COST: \$300 (Estimate for Case 50)

- b. Here is another option that has a handpump to assist with flow:

c. **Pressure Bags**

- Any standard pressure bag will work.
- You may already have these on your vehicles.
- Useful if LTOWB will be given through an IO.



6. CONTINUOUS TEMPERATURE MONITORING

Note: Since the blood is considered "in-transit", it must be kept between 1-10 degrees Celsius. A device that continuously monitors the temperature in the blood cooler gives the receiving rotation center a tool to validate that the temperature of the blood did not go too high or too low. There are Bluetooth versions available that can be linked to a smartphone. Either the USB version or a Wi-Fi version is acceptable.

a. **Data Logger**

b. **Data Logger Connection Device**

Note: The data logger has a battery that lasts 12 months and at that time the datalogger will need to be replaced. The software is also free to download: <http://www.cryopak.com/temperature-monitors/software-downloads/>



Item: TCP P/N: MX-IN-S-8-L Mini

Name: Cryopak Mini Multi Use Data Logger

COST: \$33.48/ea (Estimate for 1-49 units)

Item: TCP P/N: CB-USB2-MINISP

Name: Cryopak Data Logger Connection Device

COST: \$3.25/ea

c. **Temp Stick (WiFi based option)**

https://tempstick.com/?gclid=EAlaIqobChMzJfPlrH35gIVxkXVCh0enAAtEAAYASAAEgJKAvD_BwE



Item: _____

Name: Temp Stick

COST: \$139 (Plus WiFi access)

STRAC Regional Whole Blood Transfusion Criteria

| Transfusion Criteria | |
|--|--|
| Penetrating Trauma (requires 1 physiologic parameter) | Blunt Trauma (requires 2 physiologic parameters) |
| <p><u>Physiologic Parameters</u></p> <p>Single reading of systolic blood pressure (SBP) < 90 mm Hg</p> <p>Single reading of heart rate (HR) > 120</p> <p>Shock index > 1</p> <p>Pulse Pressure < 45</p> <p>Positive focused assessment with sonography in trauma (FAST)</p> <p>Point of care lactate greater than 5.0 mg/dl</p> <p>Known or presumed anticoagulant use; or dual anti-platelet therapy</p> <p>Signs of hemorrhage: (high index of suspicion of active internal bleeding or visual evidence of external bleeding)</p> <p>Patient age ≥ 5</p> | |

Low Titer O+ Whole Blood – Trauma

History

- What was the mechanism of injury – blunt (MVC, fall, blow to body) vs. penetrating (stabbing, GSW, foreign body)?
- Did a medical condition contribute to the mechanism of injury? Other medical conditions?
- Medications – Coumadin? Plavix? Aspirin? Pradaxa? Xarelto? Eliquis? (any blood thinners or anticoagulants)
- Beta Blockers and Calcium Channel Blockers may not allow HR to increase appropriately

Key Concepts

- Low Titer O + Whole Blood is now being used to treat severely injured trauma patients who have or are at risk for severe hemorrhage

MARCHES Protocol

- Massive bleeding control
- Airway – NPA/OPA/ Cric
- Respiratory – decompress chest if tension pneumothorax, occlusive dressing for open pneumothoraces
- Circulation- IV/IO Tq, pelvic binder, wound packing
- Hypothermia care
- Eye injuries – cover with rigid shield and no pressure on the eye
- Spinal motion restriction if indicated

Criteria

HEMORRHAGIC SHOCK in medical or trauma Adult and Pediatric (≥ 6 yo) patients

Relative Contraindications

- Patient < 6 years old
 - Consult Medical Direction if patient is in hemorrhagic shock and < 6 yo
 - Medical Director may elect to give blood in patients < 6 yo

Contraindications

- Religious objection to receiving whole blood—consult On Call Medical Director

EMT

- Follow Trauma General Patient Care Guideline
- Follow appropriate Trauma Guideline

Paramedic

For Patients in HEMORRHAGIC SHOCK:

Administer Whole Blood with signs of acute hemorrhagic shock as evidenced by:

- Systolic Blood Pressure < 70 mmHg **OR**
- Systolic Blood Pressure < 90 mmHg with Heart Rate ≥ 110 beats per min **OR**
- ETCO₂ < 25 **OR**
- Witnessed traumatic arrest < 5 min prior to provider arrival and continuous CPR throughout downtime **OR**
- Age ≥ 65 yo and SBP ≤ 100 **AND** HR ≥ 100 beats per minute

In general only 500mL (1 unit) of Low Titer O+ Whole Blood (LTO+WB) will be available per patient. If more than 500 mL of Whole Blood is available onscene the following general guidelines apply:

- 6-10 yo are eligible for 500 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed
- 11-13 yo are eligible for 1000 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed
- ≥ 13 yo are eligible for >1000 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed

Of Note: At this time the LTO+WB does not have volume markings on the bag.

Low Titer O+ Whole Blood – Trauma

History

- What was the mechanism of injury – blunt (MVC, fall, blow to body) vs. penetrating (stabbing, GSW, foreign body)?
- Did a medical condition contribute to the mechanism of injury? Other medical conditions?
- Medications – Coumadin? Plavix? Aspirin? Pradaxa? Xarelto? Eliquis? (any blood thinners or anticoagulants)
- Beta Blockers and Calcium Channel Blockers may not allow HR to increase appropriately

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- Eye injuries – cover with rigid shield and no pressure on the eye
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- Patient < 6 years old
 - Consult Medical Direction if patient is in hemorrhagic shock and < 6 yo
 - Medical Director may elect to give blood in patients < 6 yo

Contraindications

- Religious objection to receiving whole blood—consult On Call Medical Director

EMT

- Follow Trauma General Patient Care Guideline
- Follow appropriate Trauma Guideline

Paramedic

For Patients in HEMORRHAGIC SHOCK:

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- Systolic Blood Pressure < 70 mmHg OR
- Systolic Blood Pressure < 90 mmHg with Heart Rate ≥ 110 beats per min OR
- ETCO₂ < 25 OR
- Witnessed traumatic arrest < 5 min prior to provider arrival and continuous CPR throughout downtime OR
- Age ≥ 65 yo and SBP ≤ 100 AND HR ≥ 100 beats per minute

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- 6-10 yo are eligible for 500 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed
- 11-13 yo are eligible for 1000 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed
- ≥13 yo are eligible for >1000 mL of Whole Blood
 - Consult Medical Direction for further orders, if needed

Of Note: At this time the LTO+WB does not have volume markings on the bag.

WHOLE BLOOD TRANSFUSION

Clinical Indications:



- Hypovolemic shock secondary to trauma
- Obstetrical/Gynecological bleeding
- Gastrointestinal bleeding
- Suspected severe blood loss
- **PENETRATING** trauma and (1) of the following:
- **BLUNT** trauma or **MEDICAL** and any (2) of the following:

- Sustained HR >120
- Systolic BP <90
- ETCO₂ <25
- Shock Index >1
- Pulse Pressure <45

Contraindications:

- If you suspect the patient may be a candidate, but they do NOT meet indications for whole blood transfusion (Contact Medical Control)
- If patient is less than 5 years old (**10mL/Kg infusion dose** may be used with Medical Direction).

Procedure:

1. Confirm patient meets indications, if not, contact medical control PRIOR to infusion.
2. Obtain a patient temperature PRIOR to infusion.
3. Prepare equipment.
4. Gently agitate blood bag prior to administration.
5. Plug the controller into the battery. (The battery will do a self-check).
6. Plug the controller into the transfusion set.
7. Close all roller clamps on the Y spike transfusion set.
8. Spike the 250cc Normal Saline bag and the Whole Blood with the Y spike (Does not have to be a specific spike).
9. Prime the transfusion set with saline.
10. SHUT OFF the bottom roller clamp and then SHUT OFF the normal saline roller clamp. (This will not introduce air into the

chamber)

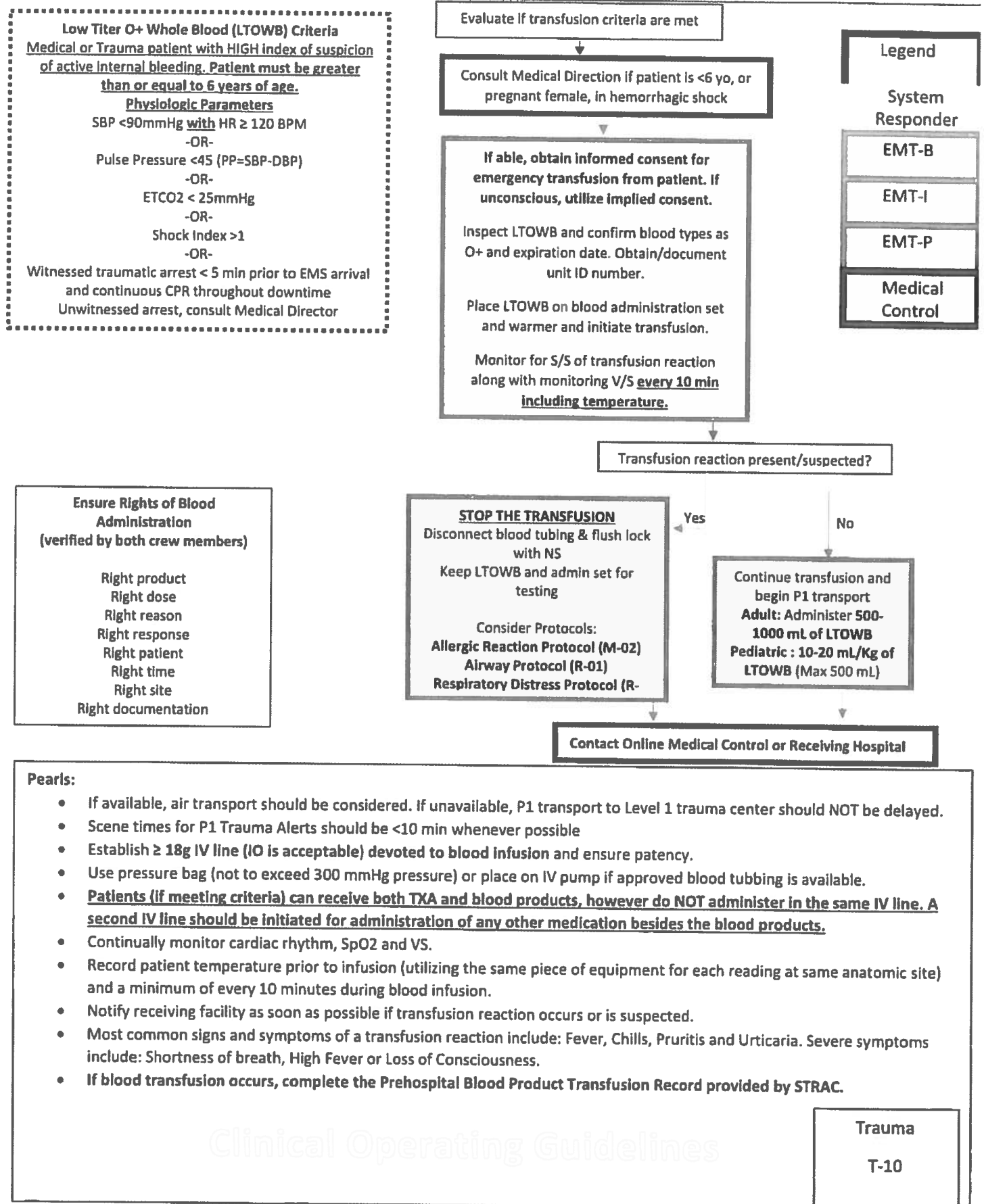
11. **MARK YOUR TRANSFUSION TIME**

12. **OPEN** the Whole Blood roller clamp (the air from that line will stay at the top of the chamber).
13. **OPEN** the bottom roller clamp and begin transfusion.
14. Calcium chloride or Calcium Gluconate should be given before patient hand-off (the patient can receive Calcium prior to the transfusion being finished).

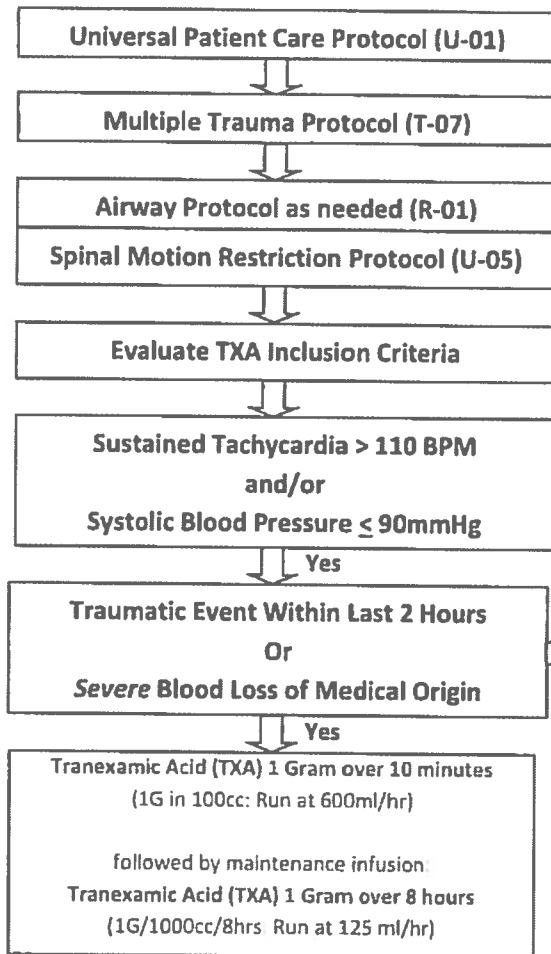
Notes and Precautions:

- Obtain baseline vitals including 3 lead EKG.
- *Consider TXA*
- *Consider Cefazolin for soft tissue trauma.*
- *Continuously monitor the patient for any hemolytic reaction, anaphylaxis or allergic reaction (fever, hives, shortness of breath, hypotension since transfusion began, tachycardia since transfusion began).*
- **STOP** the infusion if you suspect a reaction and contact Medical Control.

Whole blood



Hemorrhagic Shock



Low Titer O+ Whole Blood (LTOWB) Criteria
Medical or Trauma patient with HIGH index of suspicion of active internal bleeding. Patient must be greater than or equal to 6 years of age.

Physiologic Parameters

Single reading of SBP < 70mmHg

-OR-

SBP < 90mmHg with HR ≥ 110 BPM (equals shock index ≥ 1.2)

-OR-

Pulse Pressure < 45 (PP=SBP-DBP) with Shock Index > 1.0

-OR-

ETCO2 < 25mmHg

-OR-

Witnessed traumatic arrest < 5 min prior to EMS arrival and continuous CPR throughout downtime

LTOWB Transfusion (if equipped/credentialed)

Evaluate If transfusion criteria are met

If met, contact supervisor for unit of LTOWB

If able, obtain informed consent for emergency transfusion from patient. If unconscious, utilize implied consent.

Inspect LTOWB and confirm blood type as O+ and expiration date. Obtain/document unit ID number.

Place LTOWB on blood administration set and warmer and initiate transfusion

Monitor for S/S of transfusion reaction along with monitoring V/S every 10 min including temperature.

Transfusion reaction present/suspected?

No

**Continue transfusion and begin P1 transport
Adult: Administer 500-1000ml of LTOWB
Pediatric: 10-20ml/kg of LTOWB (Max 500ml)**

STOP THE TRANSFUSION

Disconnect blood tubing & flush lock with NS
Keep LTOWB and admin set for testing

Consider Protocols:

Allergic Reaction Protocol (M-02)

Airway Protocol (R-01)

Respiratory Distress Protocol (R-04)

**Contact Online Medical Control or Receiving
Level I Trauma Center**

PEARLS:

- If available, air evacuation should be considered. If unavailable, P1 transport to Level I trauma center should NOT be delayed.
- Scene times for P1 Trauma Alerts should be < 10 min whenever possible.
- Notify receiving facility as soon as practical that pre-hospital TXA has been administered.
- Patients (if meeting criteria) can receive both TXA and blood products, however do NOT administer in the same IV line.
- Notify receiving facility as soon as possible if transfusion reaction occurs or is suspected.
- Most common signs and symptoms of a transfusion reaction include: Fever, Chills, Pruritus and Urticaria. Severe symptoms include: Shortness of breath, Red Urine (hemoglobinuria), High Fever or Loss of Consciousness.
- If blood transfusion occurs, complete the *Prehospital Blood Product Transfusion Record* provided by STRAC.



APPLICATION FOR CREDIT

Thank you for allowing BioBridge Global and Subsidiaries (BioBridge) the opportunity to do business with your company. We need your assistance completing this application for credit and promptly returning it to us. We cannot process your initial order until this application has been returned and approved. For quick service, you may email the completed application to accounts.receivable@biobridgeglobal.org or FAX to (210) 731-5518.

Please Select Company you are applying for credit with:

☐ BioBridge Global ☐ South Texas Blood & Tissue Center ☐ QualTex Laboratories ☐ GenCure

Applicant: _____ Phone: () _____
Address: _____
City: _____ State: _____ Zip: _____
Check One: Corporation _____ Partnership _____ Sole Proprietorship _____
Federal Taxpayer ID or SSN: _____ DUNS #: _____
Nature of business: _____ Began operations: _____
A/P Contact: _____ Phone: () _____
Fax: () _____ E-Mail Address: _____

Is any action against Applicant presently pending in bankruptcy court or has Applicant been declared bankrupt by a court within the past seven (7) years? _____

OWNER/OFFICER INFORMATION:

| | | |
|------------------|-------------|-------------|
| Name/Title _____ | Phone _____ | Email _____ |
| Name/Title _____ | Phone _____ | Email _____ |
| Name/Title _____ | Phone _____ | Email _____ |

BANK REFERENCE: If bank relationship is less than 24 months old, please list one prior bank:

Bank Name: _____ City: _____
Telephone: () _____ Acct. #: _____ Officer: _____

Bank Name: _____ City: _____
Telephone: () _____ Acct. #: _____ Officer: _____

TRADE REFERENCES: (Where established credit is comparable to that being sought)

Estimated Monthly Credit Amount: \$ _____

| Company | Account # | Phone # | FAX # | E-Mail Address |
|---------|-----------|---------|-------|----------------|
|---------|-----------|---------|-------|----------------|

| | | | | |
|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Applicant hereby authorizes each bank and trade reference to release account information to BioBridge regarding the accounts listed above. BioBridge shall invoice bi-monthly. Payment of the total amount set out on all such invoice(s) shall be due and payable no later than 30 days from date of invoice. Should the applicant not pay according to terms, it is understood that credit privileges may be withdrawn and services withheld. Applicant agrees, in consideration of BioBridge's agreement to extend credit, that, should default be made in payment of any invoiced amounts, past due amounts shall bear interest from date thereof at a rate of one and one-half percent (1½%) per month, and, if placed in the hands of an attorney for collection, all reasonable attorney's fees, all legal

SUBSIDIARIES:





APPLICATION FOR CREDIT

and filing fees, and any other costs that may be incurred as a result of default in payment, insolvency, or other breach of the Agreement shall be paid by Applicant.

Signature of Authorized Representative

Title of Person Signing

Name (Printed)

Date Signed

For Financial Services Management Use Only:

☐ Approved ☐ Decline

Management Signature _____ Date: _____

SUBSIDIARIES:





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Breathing Air Compressor Service Agreement |
| DEPARTMENT & PERSON MAKING REQUEST | Jeffery Fincke, Fire Marshal |
| PHONE # OR EXTENSION # | 830 249-3721 ext. 451 |
| TIME NEEDED FOR PRESENTATION | 3 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on approving a service agreement to meet the Texas Commission on Fire Protection & NFPA 1989 requirement for air testing. |
| REASON FOR AGENDA ITEM | Required by Texas Commission on Fire Protection |
| IS THERE DOCUMENTATION | Yes |
| WHO WILL THIS AFFECT? | All county fire departments and members that use breathing air. |
| ADDITIONAL INFORMATION | No more than the \$4,550.00 which has been budgeted |

P.O. Box 653
Quinlan, TX 75474
PH: 800-447-3385 FX: 903-447-3409

Hoyt Breathing Air Products/ Dival Safety

*Equipment Sales/Service/Leasing

*Onsite Testing & Certification

Feel free to contact us at:
Hoytair.com or mwoodard@divalsafety.com

Quotation

To: Sisterdale FD / Bergheim jfincke@co.kendall.tx.us

From: Missy Woodard – 903-447-3385

Date: 2-2-23

Re: Breathing Air Compressor Service Agreement

IT HAS COME TO OUR ATTENTION THAT YOUR COMPRESSOR SERVICE AGREEMENT WILL RENEW IN 2-2023). PLEASE RETURN THIS PAGE TO OUR OFFICE AT (903) 447-3409 (FAX) OR EMAIL TO mwoodard@divalsafety.com PRIOR TO RENEWAL TO ACCEPT OR DECLINE THIS SERVICE RENEWAL.

FAILURE TO RETURN COULD RESULT IN A DELAY OF SERVICE. SHOULD WE BE REQUIRED TO MAKE AN UNSCHEDULED TRIP TO PERFORM SERVICE DUE TO LACK OF A SIGNED CONTRACT AND/OR PAST DUE INVOICE(S) A SERVICE CALL CHARGE MAY BE INCURRED.

___ **ACCEPT** **SIGNATURE:** _____ **P.O. #(IF NEEDED)** _____

___ **DECLINE** **SIGNATURE:** _____

Equipment Serviced: Sisterdale – Eagle S/N 2288701 – 122730 – Bergheim – Artic – S/N 11671 - 152730

Annual Service:

1. Change cartridges (Frequency based on Cartridge Hours)
2. Change oil one time a year
3. Change Intake Filter (As needed at a quoted Extra Charge)
4. Change Mechanical Separator one time
5. Test breathing air each quarter (certified per Texas Fire Commission & NFPA 1989)**

***AIR TEST RESULTS AVAILABLE 24/7 ONLINE @ safetylabplus.com ***

Parts included in Annual Service:

1. Purifier cartridges (Normally Twice a year; will only charge for what is used)
2. Mechanical Separator Element w/ Gaskets (Once a year)
3. O'rings and Back-up Rings (Included with Cartridge Change)
4. Oil (Once a year)

Payment:

- | | | |
|-----------|------------|-----------|
| 1. Annual | Sisterdale | * \$ 2260 |
| | Bergheim | * \$ 2256 |

-or-

2. Quarterly (after each visit)

- | | |
|------------|----------|
| Sisterdale | * \$ 565 |
| Bergheim | * \$ 564 |

Approved Repairs & Upgrades:

1. Service Parts
2. Labor \$75.00/hour
3. Service Call \$150.00 – *only applies to unscheduled repair service.*
4. Travel Expenses ((Hotel, Meal, & Fuel) (**Outside our allotted Service Radius**))

Emergency Service (after business hours and/or weekends):

1. Parts
2. Emergency Service Charge \$195.00 + \$1.50 per mile Fuel Charge
3. Labor \$75.00/hour

We appreciate the opportunity to quote on these needs for your department and look forward to your reply.

* any increase in pricing from your previous contract may be the result of one or more of the following: new NFPA Air Quality Requirements, added equipment on your site, fuel surcharge, and/or hazardous materials disposal.



QUOTE

Number

202719-0

Corporate

17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield

625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston

514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Quote Date

01/25/2023

Page

1

Bill to: KENDALL COUNTY AUDITOR
201 E. SAN ANTONIO STREET
SUITE 113
BOERNE, TX 78006

Ship to: KENDALL COUNTY AUDITOR
201 E. SAN ANTONIO STREET
SUITE 113
BOERNE, TX 78006

Cust Code
KEN008

Ordered By
S FIKAC

Salesman
STEVE FIKAC

Job/Rel#

Customer PO
COMP PM 2023

Entered By
NEAL STRASSER

FOB

Ship Via
METRO

Terms

CUSTOMER PAYS FREIGHT

. NET 20 DAYS

| Quantity | U/M | Item # | Description | Price | Extension |
|---|-----|---------------------|---|--------|-----------|
| Order Ship Back | | | | | |
| 2 2 2 | EA | MET-MISC-EQUIPMENT | COMPRESSOR PM BERGHEIM AND SISTERDALE | 600.00 | 1200.00 |
| ** NOTES ** | | | | | |
| COMPRESSOR PM LABOR INCLUDES: | | | | | |
| Changing Special Synthetic Compressor Oil | | | | | |
| Oil and Auto Drain Reservoir Fluid Disposal | | | | | |
| Changing Filter Cartridge(s) | | | | | |
| CO Monitor Calibration | | | | | |
| Check, start up and run pressures | | | | | |
| Checking Gauges | | | | | |
| Checking for Leaks | | | | | |
| Check Belt Tension | | | | | |
| Check Fan Air Flow | | | | | |
| Shop Supplies | | | | | |
| 2 2 2 | EA | ART-O-S501100 | SYNTHETIC COMPRESSOR OIL-GALLO | 121.00 | 242.00 |
| 2 2 2 | EA | PURIFICATION FILTER | * | 140.00 | 280.00 |
| 4 4 4 | EA | SLP-SLP1500-1X | NFPA 1989 1X SINGLE ANALYSIS QUARTERLY AIR SAMPLE BERGHEIM APRIL, JULY, OCT 2023 JAN 2024 | 235.00 | 940.00 |
| 8 8 8 | EA | SLP-SLP1500-1X | NFPA 1989 1X SINGLE ANALYSIS QUARTERLY AIR SAMPLE ONE LOCATION DISCOUNT APRIL, JUL, OCT 2023 JAN 2024 | 200.00 | 1600.00 |
| 1 1 1 | EA | MET-SCT-TRAVEL | TRAVEL TO BERGHEIM AND SISTERD 1 EA FUEL + | 240.00 | 240.00 |

SubTotal

4,502.00

QUOTE GOOD FOR 30 DAYS

Total

4,502.00



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Chapter 242 Land Use Regulation Interlocal Agreement with the City of Boerne |
| DEPARTMENT & PERSON MAKING REQUEST | Chad Carpenter, Commissioner Precinct 4 |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 300 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on approval of a resolution approving an Amended Interlocal Agreement for Regulation of Plats, Subdivision Construction Plans, Subdivision of Land, and other statutes applicable to municipalities and counties that will be enforced within the ETJ of Boerne. |
| REASON FOR AGENDA ITEM | Remove unnecessary regulatory processes for minor improvement projects |
| WHO WILL THIS AFFECT? | All property within the county and within the City's extraterritorial jurisdiction |
| ADDITIONAL INFORMATION | The approval of this item does not have a financial impact on the county. |

**AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF
PLATS, SUBDIVISION CONSTRUCTION PLANS, SUBDIVISION
OF LAND, AND OTHER STATUTES APPLICABLE TO
MUNICIPALITIES AND COUNTIES THAT WILL BE ENFORCED
WITHIN THE ETJ OF BOERNE**

This City-County Amended Interlocal Agreement ("Agreement") for regulation of plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

WITNESSETH:

WHEREAS, CITY and COUNTY have adopted ordinances or orders, rules, regulations and procedures regulating plats as authorized under applicable state laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of platting in the extraterritorial jurisdiction ("ETJ") of CITY located within the COUNTY; and

WHEREAS, CITY and COUNTY previously entered into interlocal agreements concerning the subject matter beginning in 2007; and

WHEREAS, pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the CITY and the COUNTY desire to enter into this Amended Interlocal Agreement establishing consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by

- Chapter 212 (Municipal Regulation of Subdivisions and Property Development), Sections 232.001-232.005, Subchapters B and C,
- Chapter 232 (County Regulation of Subdivisions), and

other statutes applicable to municipalities and counties that will be enforced in the extraterritorial jurisdiction.

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of administering the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the ETJ of CITY. The CITY and COUNTY certify that this Interlocal is in compliance with Texas Local Government Code chapter 242.

ARTICLE II CHANGES TO ETJ AND CITY LIMITS

2.1. The ETJ of CITY may fluctuate during the term of this Agreement as a result of City Council action. CITY shall notify COUNTY in writing within 30 calendar days of any and all City Council action that results in changes to the ETJ during the term of this Agreement. A change in the area covered by this Agreement shall not affect any rights accrued under Chapter 245 (Issuance of Local Permits). The approval of a plat, any permit, a plat application, or an application for a related permit remains effective as provided by Chapter 245 (Issuance of Local Permits) regardless of the change in designation as extraterritorial jurisdiction of the municipality.

2.2. CITY agrees, as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

ARTICLE III TERM

The initial term of this Agreement shall be from the last date executed by the parties and shall continue for one (1) year. The agreement may be amended as necessary or as required by Texas Local Government Code Chapter 242.001(C). The Agreement shall renew automatically upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement.

The Agreement will terminate on the 60th day after receipt of such notice. Upon notice of non-renewal, the parties must negotiate a revised Agreement in accordance with Texas Local Government Code Chapter 242.

ARTICLE IV
CITY AUTHORITY TO REGULATE PLATS AND PLATTING EXEMPTIONS
THEREFROM, COUNTY AUTHORITY TO REGULATE MANUFACTURED
HOUSING, RECREATIONAL VEHICLES (RV's), ON-SITE SEWAGE
FACILITIES (OSSF), FLOODPLAINS AND CERTAIN PLAT REVISIONS

The parties agree that the CITY shall be granted exclusive authority to administer the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY in accordance with Chapter 212 of the Texas Local Government Code, its adopted rules, regulations, ordinances and procedures, unless the plat, subdivision construction plans, or subdivisions of land are exempted from City authority pursuant to Section 4.1, below

4.1 Exemptions from City Platting Authority. A plat or subdivision of a parcel in the CITY'S ETJ is exempt from City platting authority if it is not affected by the City or County Thoroughfare Plan and it involves any of the following:

- a. the development of a parcel of land of less than five (5) acres that was created prior to February 13, 2023 and is being used for single family residential and/or agricultural use (to include accessory structures to support the use), and impervious cover of the property does not exceed 25%, or
- b. the division of land for single family residential and/or agricultural use, into parts greater than six (6) acres where each part has access to a public road or private road built to public standards and no public improvement is required to be dedicated, or
- c. the development of legally platted land (i.e., land having final plat approval and having a recorded or recordable final plat) and for which no re-subdivision is sought, or
- d. the sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision or alteration is occurring, or
- e. existing cemeteries complying with state and local laws and regulations, or
- f. the division of land created by a court of competent jurisdiction, or

g. development of land for commercial use constituting a single tract, lot, site, or parcel served solely by well and on-site sewage facility (OSSF) which was filed of record on or before February 13, 2023 (excluding multi-family or multi-unit), or

h. involves the expanding, remodeling, replacing, demolishing, reconstructing or removing an existing single-family structure or accessory building(s) where the impervious cover that will exist at the end of the activity is less than 25% of the area of the parcel.

Where a parcel of land in the CITY ETJ is exempt from CITY authority to administer its regulations related to plats, subdivision construction plans, and subdivisions of land pursuant to this Section 4.1a-h, COUNTY shall have exclusive authority to administer its regulations related to plats, subdivision construction plans, and subdivisions of land.

4.2 Manufactured Housing and Recreational Vehicle (RV) Parks. The Parties agree and understand that COUNTY shall have authority to regulate those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land for parcels involving Manufactured Housing and or Recreational Vehicle Parks and COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to Manufactured Housing and RV Parks located in the ETJ.

4.3 On-Site Sewage Facilities. The Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures, and fees pertaining to on-site sewage facilities (OSSF) in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.

4.4 Flood Plain Management. As the Local Governmental Unit responsible for adopting regulations designed to minimize flood losses, COUNTY shall have authority to regulate those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land that are within the Area of Special Flood Hazard, as defined by Kendall County Order No. 11-14-2022, Flood Damage Prevention Court Order, provided however, that the regulations and criteria contained in the Flood Damage Protection Court Order shall be considered the minimum requirements, and CITY may impose its regulations in such areas to the extent they do not violate the Court Order.

For those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land that lie outside the Area of Special Flood Hazard, CITY shall have exclusive authority to adopt and enforce orders, rules, regulations, procedures and fees pertaining to storm drainage management, and unless exempted pursuant to Section 4.1.a-h, those activities shall comply with CITY regulation.

Those activities within the ETJ that are exempt pursuant to Section 4.1.a-h. shall comply with COUNTY regulations related to plats, subdivision construction plans, and subdivisions of land

4.5 Outdoor Lighting. The parties agree and understand that COUNTY shall have exclusive control over the regulation of Dark Sky review procedures inside the 5-mile Camp Bullis Dark Sky Zone. Outside the 5-mile Camp Bullis Dark Sky Zone, the COUNTY shall regulate lighting provided that the CITY may regulate higher standards in certain overlay districts in the ETJ.

4.6 Plat Revisions in Pre-existing Subdivisions. The parties agree and understand that COUNTY shall have exclusive control over the enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in subdivisions in existence prior to the approval of the interlocal agreement between the parties dated July 11, 2007.

ARTICLE V APPLICABLE PROCEDURES

5.1. CITY shall act as the general public's point-of-contact for information concerning administration of the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the ETJ of CITY.

5.2. CITY shall collect platting application fees for and any other fees due for all applicable plats located in the ETJ. The COUNTY shall collect any fees due to COUNTY for any COUNTY review of documents related to platting, plat revisions or amendments as described by this agreement, any permits for development permits, flood plain development permits, on-site sewage facilities, or manufactured/RV housing.

5.3. Within ten business days of receipt, CITY will provide the County Engineer of COUNTY with copies of all plats and any requests for variances from the City's regulations for subdivisions and developments located in the ETJ and allow ten business days for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and/or the City Council considers the plats and variance requests. However, this review and comment process shall not limit the CITY's authority nor restore or enhance the COUNTY's authority to regulate plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY except as specifically provided herein.

5.4. CITY and COUNTY will consult through officers as designated in ARTICLE 10 herein concerning the locations of streets, roads, widths of rights-of-way for

streets or roads, the designations of streets or roads as secondary, primary collectors or major thoroughfares, the locations, sizes and designs of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.

5.5. The CITY shall consider any requests for variances from its regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities that are normally enforced within the ETJ of CITY, and CITY shall collaborate such requests for variances with the COUNTY prior to approving or denying such requests. The CITY shall not approve a variance where Kendall County authority is stated in this agreement.

5.6. Should fifty percent (50%) or greater of the total development acreage of a proposed plat be located in the CITY's ETJ, the CITY shall have exclusive authority to regulate the plat. If less than fifty percent (50%) of the total development acreage of a proposed plat is located in the CITY's ETJ, then the COUNTY shall have exclusive authority to regulate the plat.

5.7. Upon the final approval of all plats located in the ETJ subject to regulation by CITY, CITY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

5.8. Upon the final approval of plats, plat revisions and/or plat amendments located in the ETJ subject to regulation by COUNTY, COUNTY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

ARTICLE VI COSTS AND EXPENSES

The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE VII TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE VIII LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

ARTICLE X LIAISONS AND NOTICES

10.1. Unless written notification by COUNTY to the contrary is received by CITY, the County Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.

10.2. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning shall be the designated representative of CITY responsible for management of this Agreement.

10.3. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.

10.4. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
447 N. Main
Boerne, Texas 78006
Attn: Laura Haning,
Planning Director

COUNTY

Kendall County
201 E. San Antonio Street
Boerne, Texas 78006
Attn: Mary Ellen Schulle,
Assistant County Engineer

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE
THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF
_____, 202__.**

CITY OF BOERNE

KENDALL COUNTY

Ben Thatcher
City Manager

Shane Stolarczyk
County Judge

Attest:

Lori Carroll
City Secretary

Attest:

Denise Maxwell
County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | IT's attendance at Cybersecurity course |
| DEPARTMENT & PERSON MAKING REQUEST | Richard Chapman, Commissioner Precinct 3 |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 339 |
| TIME NEEDED FOR PRESENTATION | 3 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to approve IT's attendance to a Cybersecurity course pursuant to Texas Government Code § 2054.5191 |
| REASON FOR AGENDA ITEM | IT's attendance at a Cybersecurity course |
| WHO WILL THIS AFFECT? | County |
| ADDITIONAL INFORMATION | none |

TEXAS ASSOCIATION *of* COUNTIES



Cybersecurity Course Enrollment Form for Counties

Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return it via email to SecurityTraining@county.org** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2023. Enrollment is available on a rolling basis through July 30, 2023.

Printed Name

County Name

Authorized Signature

Date

Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Justin Henthorne

Email of Administrator: justin.henthorne@co.kendall.tx.us

Phone Number of Administrator: (830) 331-8283

Position/Office of Administrator: System Administrator

County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: Brian Stegall

Email of Registrant: brian.stegall@co.kendall.tx.us

Phone Number of Registrant: (830) 331-8281

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: Claudia Jenkins

Email of Administrator: claudia.jenkins@co.kendall.tx.us

Phone Number of Administrator: (830) 331-8244

Position/Office of Administrator: System Administrator

Name of Administrator: James Haynes

Email of Administrator: james.haynes@co.kendall.tx.us

Phone Number of Administrator: (830) 388-7022

Position/Office of Administrator: PC Technician

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Action resulting from Executive Session deliberations |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Action resulting from Executive Session deliberations |
| REASON FOR AGENDA ITEM | If any action is needed resulting from Executive Session deliberations, the Court will take those actions at this time. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

| | |
|---|---|
| SUBJECT | Engagement Agreement with outside counsel Shannon Schmoyer and firm Schmoyer Reinhard, LLC |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on entering into an Engagement Agreement with outside counsel Shannon Schmoyer and firm Schmoyer Reinhard, LLC to represent the county in CA No. 5:22-cv1073; Chris Kniffin v Kendall County, in the United States District Court for the Western District of Texas, San Antonio Division. |
| REASON FOR AGENDA ITEM | Outside counsel needed to represent the County in CA No. 5:22-cv1073; Chris Kniffin v Kendall County, in the United States District Court for the Western District of Texas, San Antonio Division. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/13/2023
OPEN SESSION

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| SUBJECT | Turner Construction as it relates to the completed construction project of the Sheriff's Office, Jail, and renovation of the former jail and Sheriff's Office. |
| DEPARTMENT & PERSON MAKING REQUEST | Shane Stolarczyk, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action related to negotiations with and/or potential legal action against Turner Construction as it relates to the completed construction project of the Sheriff's Office, Jail, and renovation of the former jail and Sheriff's Office. |
| REASON FOR AGENDA ITEM | Consideration and action related to negotiations with and/or potential legal action against Turner Construction. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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| COMMISSIONER COURT DATE: 2/13/2023 OPEN SESSION | |
| SUBJECT | Month-to-month lease payments to Christine Jacques for February, March, April, and May of 2023 for the Justice of the Peace, Precinct 2 office |
| DEPARTMENT & PERSON MAKING REQUEST | Andra Wisian, Commissioner Precinct 2 |
| PHONE # OR EXTENSION # | 830-249-9343 ext. 212 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action regarding the approval of month-to-month lease payments in the amount of \$1700.00 per month to Christine Jacques for February, March, April, and May of 2023 for the Justice of the Peace, Precinct 2 office located at 32828 IH 10 West, Boerne, Texas 78006. |
| REASON FOR AGENDA ITEM | Month-to-month lease payments, in the amount of \$1700.00 per month to Christine Jacques for February, March, April, and May of 2023 for the Justice of the Peace, Precinct 2 office, need to be discussed and action needs to be taken. |
| WHO WILL THIS AFFECT? | Precinct 2 Office building |
| ADDITIONAL INFORMATION | None |