



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Commissioners Court Meeting Minutes |
| DEPARTMENT & PERSON MAKING REQUEST | County Clerk's Office Sally Peters, Deputy Clerk/Administrative Assistant |
| PHONE # OR EXTENSION # | 830-249-9343, ext. 212 |
| TIME NEEDED FOR PRESENTATION | 1 minute |
| WORDING OF AGENDA ITEM | Consideration and action on approval of the Minutes for March 22, 2021. |
| 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

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|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Proclamation for Soil & Water Stewardship Week |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge Dusty Bruns, Chairman of Kendall SWCD |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 2 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on proclaiming April 25 to May 2, 2021 as Soil & Water Stewardship Week. |
| REASON FOR AGENDA ITEM | To bring awareness of conservation of fertile soil and clean water and conservation practices. |
| WHO WILL THIS AFFECT? | The public |
| ADDITIONAL INFORMATION | None |



2021 SOIL & WATER STEWARDSHIP WEEK PROCLAMATION

WHEREAS, fertile soil and clean water provide us with our daily sustenance, and
WHEREAS, effective conservation practices have helped provide us a rich standard of living, and
WHEREAS, our security depends upon healthy soil and clean water, and
WHEREAS, stewardship calls for each person to help conserve these precious resources,
Therefore, I do hereby proclaim April 25 to May 2, 2021 Soil & Water Stewardship Week



Name, Title

Date Signed



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

| | |
|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | April is Child Abuse Prevention Month |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge Deborah Owens, Kendall County Child Services Board President |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 3 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on proclaiming April 2021 as Child Abuse Prevention Month in Kendall County. |
| REASON FOR AGENDA ITEM | To bring awareness and promote prevention of child abuse. |
| WHO WILL THIS AFFECT? | Countywide |
| ADDITIONAL INFORMATION | None |

Proclamation: April is Child Abuse Prevention Month

WHEREAS, in America every 10 seconds a child is abused or neglected. The number of *Texas* children reported as confirmed victims of abuse or neglect reached an astounding high of more than 67,000 for 2020. A more devastating statistic is the fact that *Texas* reported more than 4 children die from abuse or neglect on average every week, 184 children are confirmed victims daily and more than 7 children are maltreated every hour; and

WHEREAS, in Kendall County, families have been confined to their living quarters for just over a year, forcing already fragile situations to be negatively impacted during the COVID-19 Global Pandemic. Close proximity can be the ignition to many already volatile family environments. Thus, the true impact on families has yet to be realized; and

WHEREAS, Kendall County must make every effort to promote prevention programs and awareness. It is with collaborated partnerships among agencies, schools, religious organizations, law enforcement, district attorneys, counselors, victim advocates, and the business community as a whole, that these prevention measures are successful where children can grow and succeed in a safe, stable, and nurturing environment that is free from abuse and/or neglect. And any person who has “cause to believe” or suspicion that “abuse has occurred or will occur,” must report according to Texas State Law.

We all must **STAND UP TO CHILD ABUSE.**

THEREFORE, I, DARREL L. LUX, do hereby proclaim that the month of April 2021 be recognized as **Child Abuse Prevention Month** in Kendall County. We, as a community, must get involved in prevention efforts against this insidious crime before it ever occurs. It is our social responsibility to protect our children and their voice.

Signed this 12th day of April 2021.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | FY2021 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 FY2021 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: APRIL 12, 2021

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

COUNTY JUDGE:

| | | | |
|--------------|-----------------|---|----|
| 10-400-54810 | DUES | + | 25 |
| 10-400-53100 | OFFICE SUPPLIES | - | 25 |

COUNTY CLERK:

| | | | |
|--------------|---------------------|---|----|
| 10-403-54810 | DUES | + | 75 |
| 10-403-54270 | CONFERENCE/TRAINING | - | 75 |

ELECTIONS:

| | | | |
|--------------|--------------------------|---|-----|
| 10-404-54999 | OTHER SERVICES & CHARGES | + | 450 |
| 10-404-54844 | VOTER REGISTRATION | - | 450 |

ANIMAL CONTROL:

| | | | |
|--------------|------------------------|---|-----|
| 10-408-51530 | COMPENSATION PAYOUT | + | 976 |
| 10-408-51230 | ANIMAL CONTROL OFFICER | - | 976 |

NON-DEPARTMENTAL:

| | | | |
|--------------|-----------------------------|---|--------|
| 10-409-54051 | AUTOPSY | + | 25,000 |
| 10-401-56020 | CONTINGENCIES-MISCELLANEOUS | - | 25,000 |

INFORMATION TECHNOLOGY:

| | | | |
|--------------|-----------------------------|---|-------|
| 10-415-52100 | EMPLOYEE INSURANCE BENEFIT | + | 7,152 |
| 10-401-56020 | CONTINGENCIES-MISCELLANEOUS | - | 7,152 |

DISTRICT COURT:

| | | | |
|--------------|-------------|---|--------|
| 10-435-54092 | INTERPRETER | + | 10,000 |
| 10-435-54079 | TRANSCRIPTS | - | 10,000 |

CPS COURT:

| | | | |
|--------------|-----------------------------|---|-------|
| 10-436-54092 | INTERPRETER | + | 3,250 |
| 10-436-54089 | SPECIAL COURT REPORTER | + | 400 |
| 10-401-56020 | CONTINGENCIES-MISCELLANEOUS | - | 3,650 |

JUSTICE OF THE PEACE #2:

| | | | |
|--------------|--------------------------|---|-----|
| 10-456-54600 | RENT - BLDS/OFFICE SPACE | + | 285 |
| 10-456-53330 | OPERATING | - | 285 |

CRIMINAL DISTRICT ATTORNEY:

| | | | |
|--------------|---------------------|---|-------|
| 10-470-51530 | COMPENSATION PAYOUT | + | 3,095 |
| 10-470-54800 | BONDS | + | 71 |
| 10-470-51032 | ASSISTANT ATTORNEYS | - | 3,095 |
| 10-470-54020 | LEGAL | - | 71 |

COUNTY TREASURER:

| | | | |
|--------------|-----------------------------|---|-------|
| 10-497-53150 | BANK CHARGES/FEES | + | 2,800 |
| 10-401-56020 | CONTINGENCIES-MISCELLANEOUS | - | 2,800 |

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 12, 2021

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

DETENTION:

| | | | |
|--------------|--------------------------------|---|---------|
| 10-512-51530 | COMPENSATION PAYOUT | + | 1,379 |
| 10-512-56072 | PRISONER HOUSING | + | 160,955 |
| 10-512-54523 | SOFTWARE MAINTENANCE | - | 25,459 |
| 10-401-56070 | CONTINGENCIES-PRISONER HOUSING | - | 136,875 |

EMS:

| | | | |
|--------------|-------------------------|---|-------|
| 10-540-51530 | COMPENSATION PAYOUT | + | 1,000 |
| 10-540-54075 | EMS BILLING COLLECTIONS | - | 1,000 |

RURAL FIRE:

| | | | |
|--------------|---------------------------|---|-----|
| 10-545-54820 | PROPERTY & LIAB INSURANCE | + | 277 |
| 10-545-54270 | CONFERENCE/TRAINING | - | 277 |

COMFORT VFD:

| | | | |
|--------------|--------------------------|---|-------|
| 10-546-54540 | VEHICLE - REPAIR & MAINT | + | 1,000 |
| 10-546-54860 | CONTRACT LABOR | - | 1,000 |

WARING VFD:

| | | | |
|--------------|--------------------------------|---|-------|
| 10-549-53330 | OPERATING | + | 2,300 |
| 10-549-56510 | ALLOCATIONS - CAPITAL EXPENSES | - | 2,300 |

CONSTABLE PCT #1:

| | | | |
|--------------|-----------|---|----|
| 10-551-54800 | BONDS | + | 50 |
| 10-551-53330 | OPERATING | - | 50 |

COUNTY SHERIFF:

| | | | |
|--------------|---------------------|---|--------|
| 10-560-51500 | OTHER COMPENSATION | + | 950 |
| 10-560-51530 | COMPENSATION PAYOUT | + | 18,732 |
| 10-560-51250 | TASK FORCE | - | 18,156 |
| 10-560-51300 | INVESTIGATIONS | - | 576 |
| 10-512-51500 | OTHER COMPENSATION | - | 950 |

JUVENILE PROBATION:

| | | | |
|--------------|---------------------|---|-----|
| 10-570-54010 | ACCOUNTING/AUDITING | + | 100 |
| 10-570-53100 | OFFICE SUPPLIES | - | 100 |

COUNTY SOLID WASTE:

| | | | |
|--------------|-----------------------------|---|-------|
| 10-595-55900 | OTHER CAPITAL OUTLAY | + | 2,625 |
| 10-401-56020 | CONTINGENCIES-MISCELLANEOUS | - | 2,625 |

PARKS:

| | | | |
|--------------|-----------------------|---|-------|
| 10-660-51530 | COMPENSATION PAYOUT | + | 2,759 |
| 10-660-51151 | MAINTENANCE ASSISTANT | - | 2,759 |

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 12, 2021

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

JUVENILE BOARD TITLE IV-E FUND:

| | | | |
|--------------|---------------------|---|-----|
| 34-570-53330 | OPERATING | + | 725 |
| 34-570-54270 | CONFERENCE/TRAINING | - | 725 |

FIRE INSPECTION & PERMIT FUND:

| | | | |
|--------------|------------|---|-----|
| 43-545-51030 | ASSISTANTS | + | 200 |
| 43-545-51750 | LONGEVITY | + | 100 |
| 43-545-53330 | OPERATING | - | 300 |

DONATION FUND - COUNTY SHERIFF:

| | | | |
|--------------|----------------------|---|-------|
| 82-560-53330 | OPERATING | + | 2,200 |
| 82-560-55900 | OTHER CAPITAL OUTLAY | + | 5,650 |
| 82-560-54940 | K-9 UNIT | - | 7,850 |

STATE OR FEDERAL GRANTS (REVENUE):

| | | | |
|--------------|----------------------|---|--------|
| 10-333-43240 | EMERGENCY MANAGEMENT | + | 20,000 |
| 10-333-43250 | 911 REIMBURSEMENTS | - | 20,000 |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 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: 4/12/2021 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 March |
| WHO WILL THIS AFFECT? | County Wide |
| ADDITIONAL INFORMATION | None |

Kendall County, Texas
Donation List for Commissioners Court April 12, 2021

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 March 1, 2021 to March 31, 2021.

Monetary Donations:

| Date | Amount | Received From | Description of Donation | Specific Department or Purpose |
|-------------|---------------|--------------------------|--------------------------------|---------------------------------------|
| 03/01/21 | \$ 50.00 | Paul & Jaydean Urban | In Memory of Gordon Norris | EMS |
| 03/01/21 | \$ 200.00 | Carl & Ethelee McClure | Check | EMS |
| 03/01/21 | \$ 100.00 | Jerry Kenneth Kelly Jr. | Cash | Animal Control |
| 03/04/21 | \$ 50.00 | Val & David Stovall | Cash | Animal Control |
| 03/05/21 | \$ 10.00 | Charlotte Taylor | Cash | Animal Control |
| 03/08/21 | \$ 50.00 | Leo & Margaret Tetreault | Cash | Animal Control |
| 03/15/21 | \$ 40.00 | Sylvia Ford | Cash | Animal Control |
| 03/16/21 | \$ 100.00 | Paule Dickens | Cash | Animal Control |
| 03/26/21 | \$ 60.00 | Cathy Smiley | Cash | Animal Control |
| 03/28/21 | \$ 50.00 | Doug Stokes | Cash | Animal Control |
| 03/31/21 | \$ 50.00 | Elizabeth Binder | Credit Card | Animal Control |

Other Donations:

| Date | Received From | Description of Donation | Specific Department or Purpose |
|-------------|----------------------|--------------------------------|---------------------------------------|
|-------------|----------------------|--------------------------------|---------------------------------------|



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 4/12/2021
OPEN SESSION

| | |
|---|---|
| SUBJECT | Seal Coat |
| DEPARTMENT & PERSON MAKING REQUEST | Corinna Speer, County Auditor Rick Tobolka, County Engineer |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 240 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action to solicit bids for Seal Coat work for FY2021. |
| REASON FOR AGENDA ITEM | Solicit bids for Seal Coat for FY2021 |
| WHO WILL THIS AFFECT? | Road and Bridge |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Cash Summary at Frost Bank January & February 2021 |
| 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 January & February 2021 |
| 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 January 31, 2021

| | Beg Balance | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | Ending Balance |
|------------------------------------|------------------------|---|---|------------------------|
| 10-General Fund | \$ 4,850,962.99 | \$ 3,575,104.29 | \$ 5,464,102.35 | \$ 2,961,964.93 |
| 11-Road & Bridge | \$ 399,342.04 | \$ 199,254.80 | \$ 26,607.84 | \$ 571,989.00 |
| 13-Courthouse Security | \$ 37,625.21 | \$ 3,477.88 | \$ 888.30 | \$ 40,214.79 |
| 15-Lateral Road & Bridge | \$ 39,055.88 | \$ - | \$ 23.13 | \$ 39,032.75 |
| 16-Court Reporter Service | \$ 14,345.83 | \$ 872.29 | \$ - | \$ 15,218.12 |
| 17-Attorney-Hot Check | \$ 37.61 | \$ - | \$ - | \$ 37.61 |
| 19-Records Mgmt (County Clerk) | \$ 121,227.51 | \$ 16,095.00 | \$ 56,333.21 | \$ 80,989.30 |
| 20-Law Library | \$ 65,587.08 | \$ 1,925.00 | \$ - | \$ 67,512.08 |
| 21-Justice Court Technology | \$ 61,495.17 | \$ 1,191.22 | \$ - | \$ 62,686.39 |
| 22-Justice Court Building Security | \$ 37,618.04 | \$ 23.30 | \$ - | \$ 37,641.34 |
| 23-County & District Technology | \$ 17,816.11 | \$ 263.84 | \$ - | \$ 18,079.95 |
| 24-Alternative Dispute Resolution | \$ 1,985.14 | \$ 975.37 | \$ - | \$ 2,960.51 |
| 25-District Clerk Records Mgmt | \$ 20,264.45 | \$ 1,396.48 | \$ 4,500.00 | \$ 17,160.93 |
| 26-County Clerk Rec. Archive Fund | \$ 138,359.66 | \$ 16,070.00 | \$ 70,022.73 | \$ 84,406.93 |
| 27-Vital Statistics Records | \$ 1,966.00 | \$ 48.00 | \$ 273.35 | \$ 1,740.65 |
| 28-Pre-Trial Intervention | \$ 13,354.38 | \$ 3,248.24 | \$ 4,958.37 | \$ 11,644.25 |
| 29-LEOSE Training | \$ 50,682.93 | \$ - | \$ - | \$ 50,682.93 |
| 30-County Jury Fund | \$ 349.33 | \$ 47.94 | \$ - | \$ 397.27 |
| 33-Juv Probation-State Grant | \$ 38,724.50 | \$ 22,650.28 | \$ 19,200.48 | \$ 42,174.30 |
| 34-Juv Probation Title IV E | \$ 7,175.91 | \$ - | \$ 84.36 | \$ 7,091.55 |
| 35-Juvenile Probation | \$ - | \$ - | \$ - | \$ - |
| 36-Local Truancy Prev & Diversion | \$ 12,221.24 | \$ 1,372.47 | \$ - | \$ 13,593.71 |
| 41-MVDIT Interest | \$ 18,909.51 | \$ - | \$ 924.41 | \$ 17,985.10 |
| 42-Election Services Contract Fund | \$ 16,030.11 | \$ - | \$ - | \$ 16,030.11 |
| 43-Fire Inspection & Permit Fund | \$ 41,298.75 | \$ 38,902.50 | \$ 478.94 | \$ 79,722.31 |
| 50-Crime Victims Grant | \$ (32,936.80) | \$ 31,430.36 | \$ 25,026.33 | \$ (26,532.77) |
| 51-VAWA Grant | \$ (25,183.21) | \$ 22,200.82 | \$ 12,803.86 | \$ (15,786.25) |
| 80-Tobacco Settlement | \$ 41,762.25 | \$ - | \$ 777.46 | \$ 40,984.79 |
| 81-Historical Commission | \$ 10,632.13 | \$ - | \$ - | \$ 10,632.13 |
| 82-County Donations | \$ 101,452.45 | \$ 2,020.00 | \$ 5,280.03 | \$ 98,192.42 |
| 84-Abandoned Vehicles | \$ 4,952.75 | \$ - | \$ - | \$ 4,952.75 |
| 89-Bond Forfeiture Commission | \$ 19,731.70 | \$ 1,017.81 | \$ - | \$ 20,749.51 |
| 93-Texas State Fees | \$ 257,565.27 | \$ 61,458.71 | \$ 137,156.46 | \$ 181,867.52 |
| CASH BALANCES | \$ 6,384,411.92 | \$ 4,001,046.60 | \$ 5,829,441.61 | \$ 4,556,016.91 |

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING January 31, 2021

| Funds | Beg Balance | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | Ending Balance |
|---|-----------------|--|--|-----------------|
| 62-Series 2007 Lim. Tax Gen | \$ 49,569.81 | \$ 213,752.59 | \$ - | \$ 263,322.40 |
| 63-Series 2013 UnLimited Tax Road Bond | \$ 573,449.30 | \$ 322,855.17 | \$ - | \$ 896,304.47 |
| 64-Series 2014 Limited Tax Refunding | \$ 492,079.53 | \$ 104,474.96 | \$ - | \$ 596,554.49 |
| 65-Series 2016 Limited Tax Gen.Oblig.Bond | \$ 1,022,852.74 | \$ 101,468.72 | \$ - | \$ 1,124,321.46 |
| 72-Law Enforcement Center Project | \$ 14,158.71 | \$ 0.11 | \$ - | \$ 14,158.82 |
| 85-Local S.O. Forfeiture | \$ 17,991.80 | \$ 0.14 | \$ - | \$ 17,991.94 |
| 87-Federal S.O. Forfeiture | \$ 9,246.03 | \$ 0.07 | \$ 2,798.95 | \$ 6,447.15 |
| 88-CDA Asset Forfeiture | \$ 29,245.40 | \$ 0.22 | \$ 1,204.81 | \$ 28,040.81 |
| 90-Trust Account | \$ 95.18 | \$ - | \$ - | \$ 95.18 |
| 96-Public Grants * | \$ (2,944.15) | \$ - | \$ - | \$ (2,944.15) |
| CASH BALANCES | \$ 2,205,744.35 | \$ 742,551.98 | \$ 4,003.76 | \$ 2,944,292.57 |
| *Waiting on Grant Money From TDA | | | | |

Examined and Approved by Auditor's office

Corinna Speer, County Auditor

Date

3/5/21

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK

Month ending February 28, 2021

| | | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | |
|------------------------------------|-----------------|--|--|-----------------|
| | Beg Balance | | | Ending Balance |
| 10-General Fund | \$ 2,961,964.93 | \$ 2,948,740.05 | \$ 2,427,542.00 | \$ 3,483,162.98 |
| 11-Road & Bridge | \$ 571,989.00 | \$ 135.18 | \$ 26,173.03 | \$ 545,951.15 |
| 13-Courthouse Security | \$ 40,214.79 | \$ 2,809.85 | \$ 797.44 | \$ 42,227.20 |
| 15-Lateral Road & Bridge | \$ 39,032.75 | \$ - | \$ 16.30 | \$ 39,016.45 |
| 16-Court Reporter Service | \$ 15,218.12 | \$ 1,055.59 | \$ - | \$ 16,273.71 |
| 17-Attorney-Hot Check | \$ 37.61 | \$ - | \$ - | \$ 37.61 |
| 19-Records Mgmt (County Clerk) | \$ 80,989.30 | \$ 11,900.00 | \$ 10,214.95 | \$ 82,674.35 |
| 20-Law Library | \$ 67,512.08 | \$ 2,380.00 | \$ 1,142.67 | \$ 68,749.41 |
| 21-Justice Court Technology | \$ 62,686.39 | \$ 921.55 | \$ - | \$ 63,607.94 |
| 22-Justice Court Building Security | \$ 37,641.34 | \$ 15.02 | \$ - | \$ 37,656.36 |
| 23-County & District Technology | \$ 18,079.95 | \$ 271.71 | \$ - | \$ 18,351.66 |
| 24-Alternative Dispute Resolution | \$ 2,960.51 | \$ 1,160.00 | \$ - | \$ 4,120.51 |
| 25-District Clerk Records Mgmt | \$ 17,160.93 | \$ 1,539.88 | \$ - | \$ 18,700.81 |
| 26-County Clerk Rec. Archive Fund | \$ 84,406.93 | \$ 11,860.00 | \$ 21.00 | \$ 96,245.93 |
| 27-Vital Statistics Records | \$ 1,740.65 | \$ 41.00 | \$ - | \$ 1,781.65 |
| 28-Pre-Trial Intervention | \$ 11,644.25 | \$ 3,081.35 | \$ 4,987.65 | \$ 9,737.95 |
| 29-LEOSE Training | \$ 50,682.93 | \$ 7,356.66 | \$ 50.00 | \$ 57,989.59 |
| 30-County Jury Fund | \$ 397.27 | \$ 40.00 | \$ - | \$ 437.27 |
| 33-Juv Probation-State Grant | \$ 42,174.30 | \$ 4,712.28 | \$ 14,169.18 | \$ 32,717.40 |
| 34-Juv Probation Title IV E | \$ 7,091.55 | \$ - | \$ 473.46 | \$ 6,618.09 |
| 35-Juvenile Probation | \$ - | \$ - | \$ - | \$ - |
| 36-Local Truancy Prev & Diversion | \$ 13,593.71 | \$ 1,076.82 | \$ - | \$ 14,670.53 |
| 41-MVDIT Interest | \$ 17,985.10 | \$ 10.90 | \$ 924.41 | \$ 17,071.59 |
| 42-Election Services Contract Fund | \$ 16,030.11 | \$ - | \$ - | \$ 16,030.11 |
| 43-Fire Inspection & Permit Fund | \$ 79,722.31 | \$ 4,025.00 | \$ 4,647.38 | \$ 79,099.93 |
| 50-Crime Victims Grant | \$ (26,532.77) | \$ 5,551.32 | \$ 17,001.70 | \$ (37,983.15) |
| 51-VAWA Grant | \$ (15,786.25) | \$ 4,300.31 | \$ 12,763.84 | \$ (24,249.78) |
| 80-Tobacco Settlement | \$ 40,984.79 | \$ - | \$ - | \$ 40,984.79 |
| 81-Historical Commission | \$ 10,632.13 | \$ 200.00 | \$ - | \$ 10,832.13 |
| 82-County Donations | \$ 98,192.42 | \$ 830.00 | \$ - | \$ 99,022.42 |
| 84-Abandoned Vehicles | \$ 4,952.75 | \$ - | \$ - | \$ 4,952.75 |
| 89-Bond Forfeiture Commission | \$ 20,749.51 | \$ 951.69 | \$ - | \$ 21,701.20 |
| 93-Texas State Fees | \$ 181,867.52 | \$ 38,187.14 | \$ 865.17 | \$ 219,189.49 |
| CASH BALANCES | \$ 4,556,016.91 | \$ 3,053,153.30 | \$ 2,521,790.18 | \$ 5,087,380.03 |

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING February 28, 2021

| Funds | Beg Balance | Receipts (includes Journal Entries and Transfers In) | Disbursements (includes Journal Entries and Transfers Out) | Ending Balance |
|---|------------------------|--|--|----------------------|
| 62-Series 2007 Lim. Tax Gen | \$ 263,322.40 | \$ 130,138.20 | \$ 235,331.25 | \$ 158,129.35 |
| 63-Series 2013 UnLimited Tax Road Bond | \$ 896,304.47 | \$ 104,037.60 | \$ 838,805.25 | \$ 161,536.82 |
| 64-Series 2014 Limited Tax Refunding | \$ 596,554.49 | \$ 3.24 | \$ 596,549.00 | \$ 8.73 |
| 65-Series 2016 Limited Tax Gen.Oblig.Bond | \$ 1,124,321.46 | \$ 26,043.06 | \$ 937,600.00 | \$ 212,764.52 |
| 72-Law Enforcement Center Project | \$ 14,158.82 | \$ 0.10 | \$ - | \$ 14,158.92 |
| 85-Local S.O. Forfeiture | \$ 17,991.94 | \$ 0.12 | \$ - | \$ 17,992.06 |
| 87-Federal S.O. Forfeiture | \$ 6,447.15 | \$ 0.04 | \$ - | \$ 6,447.19 |
| 88-CDA Asset Forfeiture | \$ 28,040.81 | \$ 0.19 | \$ 799.84 | \$ 27,241.16 |
| 90-Trust Account | \$ 95.18 | \$ - | \$ - | \$ 95.18 |
| 96-Public Grants * | \$ (2,944.15) | \$ - | \$ - | \$ (2,944.15) |
| CASH BALANCES | \$ 2,944,292.57 | \$ 260,222.55 | \$ 2,609,085.34 | \$ 595,429.78 |
| *Waiting on Grant Money From TDA | | | | |

Examined and Approved by Auditor's office

Corinna Speer, Auditor

Date

4/5/21



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Burn Ban |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 3 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on the burn ban (Authority Section 352.081, Local Government Code) |
| REASON FOR AGENDA ITEM | To determine whether or not there is a need for a ban on burning |
| WHO WILL THIS AFFECT? | Countywide |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | COVID-19 Coronavirus Update |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge Jeffery Fincke, EMC |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Update on Coronavirus COVID-19 for Kendall County. |
| REASON FOR AGENDA ITEM | To give any new information to the public concerning the Coronavirus COVID-19. |
| WHO WILL THIS AFFECT? | Countywide |
| ADDITIONAL INFORMATION | None |



**KENDALL COUNTY COMMISSIONERS COURT
SPECIAL CALLED MEETING
AGENDA REQUEST**

| | |
|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Boerne Public Facility Corporation |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge |
| PHONE # OR EXTENSION # | 830 249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to nominate a member of Commissioners Court as an ex-officio member of the Board of Directors of the Boerne Public Facility Corporation. |
| REASON FOR AGENDA ITEM | The City of Boerne is requesting a representative from the County Commissioners Court and the Boerne ISD to be on the Boerne PFC Board. |
| WHO WILL THIS AFFECT? | Boerne, Kendall County |
| ADDITIONAL INFORMATION | The nominee names will be submitted at the next PFC meeting to be voted on for approval. |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Pay increases for employees who are unelected |
| DEPARTMENT & PERSON MAKING REQUEST | Darrel L. Lux, County Judge |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 15 minutes |
| WORDING OF AGENDA ITEM | Consideration and action concerning pay increases as discussed last year during the budget workshop for non-elected employees. |
| REASON FOR AGENDA ITEM | Revisit discussion during last budget process where the Court delayed employee pay raises until after the audit. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Street Closure for Waring VFD |
| DEPARTMENT & PERSON MAKING REQUEST | Don Durden, Commissioner Precinct 4 |
| PHONE # OR EXTENSION # | 210-414-9099 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on a request from the Waring VFD to close E Waring Road, between S Front and the Waring Welfare Road, from 5 pm to midnight, May 8, 2021 to facilitate their annual brisket dinner, dance, and auction. |
| REASON FOR AGENDA ITEM | There is a high volume of pedestrian traffic in this area associated with the event and closing the street will enhance public safety. |
| WHO WILL THIS AFFECT? | The Public |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Authorization to solicit Statements of Qualifications from Architectural Firms to assist with preliminary planning of the Law Enforcement Center |
| DEPARTMENT & PERSON MAKING REQUEST | Don Durden, Commissioner Precinct 4 |
| PHONE # OR EXTENSION # | 210-414-9099 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action to authorize the Auditor to advertise for Architectural Services for Planning and Design Services for the Law Enforcement Center Expansion. |
| REASON FOR AGENDA ITEM | The Kendall County detention facility has been operating beyond its maximum capacity since it opened in 2019, and Kendall County has been incurring costs for housing prisoners in facilities operated by other counties at substantial cost. This item is an initial step in a process that can provide additional facilities that may reduce the County's overall cost for prisoner housing. |
| WHO WILL THIS AFFECT? | The Public |
| ADDITIONAL INFORMATION | None |

REQUEST FOR QUALIFICATIONS ARCHITECTURAL SERVICES FOR PLANNING AND DESIGN OF THE LAW ENFORCEMENT CENTER EXPANSION KENDALL COUNTY, TEXAS

General

Kendall County seeks the services of a qualified architectural firm to assist the County in preliminary planning and possible final design and construction of a law enforcement center expansion project near the site of the existing center, located at 6 Staudt Street, Boerne, Texas.

Kendall County completed the Law Enforcement Center Project in 2019. That project included a new Sheriff's office, an adult detention facility, and remodeled a portion of the old detention facility into an adult probation facility. The project was initially estimated to cost \$22 million and bonds were sold based on that estimate. Later, the Construction Manager at Risk provided a Guaranteed Maximum Price of approximately \$23.7 million, and at completion, the project cost more than \$26 million.

The Detention Center has a steel frame and concrete block construction built on a slab on grade foundation. The Detention Center was designed to house up to 102 prisoners (76 male and 26 female) using an 8- and 12-person pod concept. Each pod is subject to continuous surveillance using both electronic and direct visual means from the second floor Control Center. Control Center personnel also manage internal and external security hardware using electronic security locks. The Detention Center includes a full commercial kitchen, laundry facilities, booking and magistration facilities, as well as a sally port and other ancillary facilities. The project was ostensibly designed to facilitate an approximate 5,000 square foot expansion of the two-story structure's footprint to accommodate up to 48 additional prisoners and additional surveillance and support staff. Kendall County is consistently required to house a significant number of prisoners in detention facilities operated by nearby counties due to insufficient detention capacity to meet the State Jail Standards.

Initially, Kendall County seeks to retain a professional team to evaluate the feasibility of expanding the recently completed detention facility. This evaluation will include:

- A review of drawings and onsite inspection to confirm the feasibility of the previously programmed expansion, including an assessment of the adequacy of the existing support facilities (water, sanitary sewer, natural gas, HVAC, DAS, electronic security cabling, laundry, food prep, parking, etc.) to be used for the proposed expansion.
- The evaluation will also include an assessment of the constructability issues that may arise from expanding an existing detention facility that is to remain in continuous operation.
- The preparation of an estimate of the program costs, including initial construction costs, design costs, costs for furniture, fixtures and equipment, costs for material testing, commissioning, and other required costs.
- A recommendation for the project delivery method most appropriate to be pursued by Kendall County.
- A recommended schedule for moving the project to fruition.

Upon approval of the proposed program and schedule and, dependent on the project delivery method chosen, Kendall County may authorize the Architect to move forward with subsequent design phases of the project.

Responses to this Request for Qualifications (RFQ) will be reviewed by County personnel who will recommend the ranking of the responding firms to the Commissioners Court. The Court will consider and take action concerning the ranking of responding firms. Selection of a firm will be in accordance with the Professional Services Procurement Act.

Point of Contact

Any questions, clarifications or requests for general information should be directed to:

Corinna Speer, County Auditor
Telephone: (830) 331-8214
E-mail: corinna.speer@co.kendall.tx.us

Questions should be submitted in writing not later than May 21, 2021. Responses to questions will be published in writing and transmitted to all respondents.

Scope of Services Requested

The following is the minimum scope of services to be provided by the architectural firm selected for the project. It is intended that the scope cover the entire project from preliminary design prior to the conduct of the bond election; and then, if the voters approve issuance of the bonds, final design through construction. Any omissions in scope should be noted to the County.

1. Project Evaluation
2. Preliminary Design
 - A. Consult with client regarding project needs/goals.
 - B. Review information about project goals and proposed site.
 - C. Determine any special issues that might affect development (site development issues, environmental factors, soil conditions, location of utilities, drainage and flood plain issues, etc.).
 - D. Assist client in obtaining necessary surveys and geotechnical report.
 - E. Produce preliminary design plans and construction cost.
3. Design and Documentation Services, Schematic Design, Design Development & Construction Documents:
 - A. Architectural Drawings:
 - Architectural Cover Sheet (Project Data, Maps, Notes, etc.);
 - Architectural Site Plan and Details;
 - Architectural Floor Plan (Dimensioned with notes, wall types, key notes, etc.);
 - Door Types, Door & Hardware Schedules, Interior Door and Window Details, etc.;
 - Exterior Door and Window Details;
 - Roof Plan and Details;
 - Building Sections;
 - Walls Sections;
 - Building Elevations;
 - Interior Elevations (Cabinet and Room);
 - Millwork Details;
 - Reflected Ceiling Plan and Details;
 - Equipment Plan and Notes;
 - Floor Finish Plan and Finish Schedule;
 - Project Manual/Specifications Book;
 - Other plans, details, specifications, and drawings as required.

- B. Civil Engineering Drawings.
- C. Structural Engineering Drawings:
 - Foundation Plan (with Details and Notes); and
 - Framing Plans (Details, Roof and Special Conditions).
- D. MEP Engineering Drawings (Mechanical, Electrical and Plumbing):
 - Mechanical Plan (HVAC with Equipment Schedules and Details);
 - Electrical Plans (Power, Lighting, Fixture Schedules, and Details); and
 - Plumbing Plans (Wastewater, Venting, Domestic Water, Gas).
- 4. Bidding and Construction Administration Services:
 - Bidding coordination (issuance of Bid Sets, Addenda, etc.);
 - Permitting coordination (including review for compliance with requirements for construction of detention facilities and accessibility standards compliance);
 - Execution of construction contract and related documents with selected general contractor or construction manager at risk as determined by the Commissioners Court;
 - Scheduling and conduct of site visits and pre-construction conference followed by regular site visits and construction conferences during the construction phase;
 - Processing of submittals, shop drawings, and change orders, during construction as well as assisting in the resolution of issues that may arise during construction;
 - Monthly review of progress and processing of payment applications;
 - Assist in scheduling and conduct of required regulatory inspections;
 - Prepare final punch list and certificate of substantial completion and ensure completion of construction in accordance with approved plans, drawings and specifications;
 - Advise County concerning amount and timing of final payment for construction services; and
 - Review as-built drawings, certificates, relevant technical data and guarantees, warranties and related documents upon completion of construction and deliver to County.

Qualifications

Statements of qualifications should contain no more than fifteen (15) 8 ½" x 11" pages. Statements of qualifications will be ranked according to the following information:

1. Certified Statement

Provide a certified statement that the firm is registered in the State of Texas and licensed to perform architectural services in the State of Texas and a certified statement that the architects are not disbarred, suspended or otherwise prohibited from professional practice by any federal, state, or local agency.

2. Basic Qualifications and Capabilities (25 points)

Provide a description of the firm's resources and ability to deliver services required for the project. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications. Identify project manager (primary contact), team members and tasks associated with each team member along with an organizational chart identifying all team members. Provide information concerning organizations and personnel to be associated with the firm in order to perform required services. References to applicable awards, associations, etc. may also be included.

3. Ability to Timely Perform (20 points)

Provide information concerning the firm's experience on law enforcement facilities in Texas, with specific emphasis on recent detention facility expansion projects. Firms with recent and extensive experience in the design and construction of detention facility expansions in Texas will be ranked over firms without such experience or with less experience.

4. Geographic Proximity (10 points)

Consideration will be given to where the architectural firm's main office is located and how that may, or may not, affect project coordination and the timely and efficient delivery of services.

5. Performance History/References (30 points)

List a minimum of three (3) similar law enforcement facility or facility expansion projects. The list should include:

- Name of agency/client, contact person, phone number and email address.
- Year the project was completed. If project has not yet been completed, provide status and estimated completion date.
- Type of project and scope of services provided.
- The project delivery method used
- The estimated construction cost of the project at various project milestones.
- Geographic proximity of similar projects.

6. Proposed Project Approach & Scope of Services to be Provided (15 Points)

- Provide narrative that conveys an understanding of the project goals and objectives.
- Demonstrate the firm's capabilities, innovative approaches and/or special methodologies to accomplish the project.
- Describe and provide a systematic and methodical description of the scope of work and how it will be accomplished.
- Identify key personnel to be used and their areas of responsibility. (Personnel identified in the proposal must be the same personnel that will work on the project. Any personnel changes after contract execution must be approved by Kendall County).

Contract Negotiation

After the responding firms are ranked, the County, upon approval by the Commissioners Court, will begin negotiations with the top firm selected. If negotiations for an acceptable contract with the top ranked firm are not successful, those negotiations will be terminated, and the second ranked firm will be contacted, and negotiations will be initiated with the second firm. If negotiations are successful, a contract award will be made by the Commissioners Court.

Proposal Format and Due Date

Please follow the format outlined in the Qualifications Section.

Responses are due no later than 2:00 p.m. on Monday, June 7, 2021 at the County Auditor's office, Kendall County Courthouse, 201 East San Antonio Avenue, Suite 113, Boerne, Texas. All late responses will be returned unopened. Seven (7) copies of the Response to the RFQ should be provided. It is anticipated that the Commissioners Court will review the ranking of the responding firms at the meeting of the Court on June 28, 2021 and authorize negotiation with the top ranked respondent. Kendall County anticipates prompt contract negotiation and plans to authorize the successful respondent to begin work August 2, 2021.

Responder's Certification:

By submitting a response to this RFQ, the responding firm certifies that it has read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Responder's Acknowledgement:

By submitting a response to this RFQ, the responding firm understands and agrees that this RFQ is issued based on anticipated professional services required by Kendall County and that the County has not made, and does not make, any representation, written or oral, that any such professional services will be authorized by the Commissioners Court. Responding firms acknowledge and understand that any cost incurred in replying to this RFQ shall be at the sole risk and is the sole responsibility of such responding firm.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Authorization to solicit Statements of Qualifications from Engineering Firms |
| DEPARTMENT & PERSON MAKING REQUEST | Don Durden, Commissioner Precinct 4 |
| PHONE # OR EXTENSION # | 210-414-9099 |
| TIME NEEDED FOR PRESENTATION | 10 minutes |
| WORDING OF AGENDA ITEM | Consideration and action for authorization to seek Statements of Qualifications to assist the County with preliminary planning, design, cost estimating, and project management for mobility and other infrastructure projects. |
| REASON FOR AGENDA ITEM | Infrastructure funding for mobility and storm drainage improvements is likely to increase in the next several years. Counties that have a clear understanding of the costs associated with these infrastructure projects are more likely to secure funding than counties that have not done their homework. The engineer or engineers selected to provide these services will be managed by the County Engineer. The costs for this item would be funded out of the Contingencies - Mobility Improvements in the County Commissioners Department Budget. |
| WHO WILL THIS AFFECT? | The Public |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Request for Relief - Peek Ranch Rd |
| DEPARTMENT & PERSON MAKING REQUEST | Development Engineer - Mary Ellen Schulle |
| PHONE # OR EXTENSION # | 830-249-9343 ext 252 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on a request for relief from the road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create a +/- 17 acre tract and a +/- 59 acre tract with access to Peek Ranch Rd, a 50' wide private easement to Mill Dam Road (Refugio F. & Maria C. Valdez, Owners) |
| REASON FOR AGENDA ITEM | Request for Relief - Peek Ranch Rd. |
| WHO WILL THIS AFFECT? | Pct # 4 |
| ADDITIONAL INFORMATION | None |

REQUEST FOR RELIEF (Variance)

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

1. Date: **March 23, 2021**
2. Location of Property: **Peek Ranch Road**
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: **Refugio F. and Maria C. Valadez**
5. **Relief Requested** (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

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

The parent tract of 77.26 acres only has no public road frontage
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The subject tract size is large and will be used for residential purposes.
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

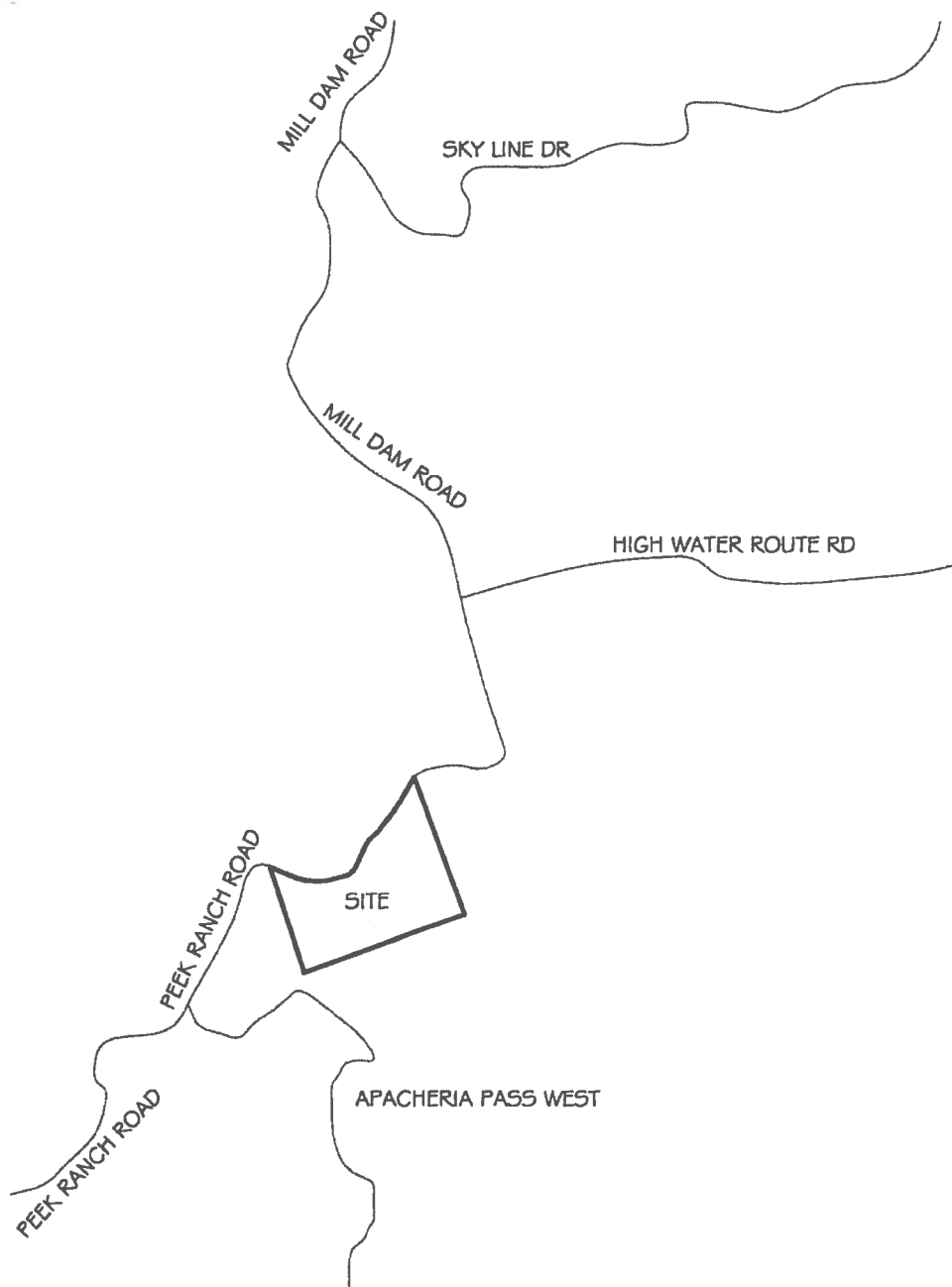
Not to my knowledge
 - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

Not to my knowledge



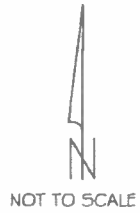
Wes Rexrode
For Refugio and Maria
Valadez

SITE MAP



PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385
FIRM NO. 10193761





PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

MILL DAM ROAD

40' ROAD RIGHT-OF-WAY

EXISTING
PARENT
TRACT

PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

JEFFERY ART ROYALL AND
DEBORRAH JEANNE ROYALL
LIVING TRUST
210.674 ACRE TRACT
VOLUME 1626 PAGES 559-567
OFFICIAL RECORDS

PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

REFUGIO F. VALADEZ AND
MARIA C. VALADEZ
77.26 ACRE TRACT
VOLUME 629 PAGES 521-526
OFFICIAL RECORDS

PARENT TRACT

JOHN L. McBRINE, TRUSTEE
35.228 ACRE TRACT
VOLUME 596 PAGES 745-748
OFFICIAL RECORDS

HARVEY LINDNER
VOLUME 86 PAGE 316
DEED RECORDS

PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





NOT TO SCALE

PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

MILL DAM ROAD

40' ROAD RIGHT-OF-WAY

PROPOSED
DIVISION

PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

JEFFERY ART ROYALL AND
DEBORRAH JEANNE ROYALL
LIVING TRUST
210.674 ACRE TRACT
VOLUME 1626 PAGES 559-567
OFFICIAL RECORDS

+/-2084' OF
PRIVATE ROAD
FRONTAGE

+/-731' OF
PRIVATE ROAD
FRONTAGE

REFUGIO F. VALADEZ AND
MARIA C. VALADEZ
77.26 ACRE TRACT
VOLUME 629 PAGES 521-526
OFFICIAL RECORDS

PEEK RANCH ROAD

50' PRIVATE ROAD RIGHT-OF-WAY
VOLUME 126 PAGES 862
DEED RECORDS

17.597
ACRES

59.663
ACRES±

JOHN L. McBRINE, TRUSTEE
35.228 ACRE TRACT
VOLUME 596 PAGES 745-748
OFFICIAL RECORDS

HARVEY LINDNER
VOLUME 86 PAGE 316
DEED RECORDS

PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Request for Relief - Lily Ranch Unit 1 |
| DEPARTMENT & PERSON MAKING REQUEST | Development Engineer - Mary Ellen Schulle |
| PHONE # OR EXTENSION # | 830-249-9343 ext 252 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on a request for relief from various items of the Kendall County Development Rules and Regulations for Lily Ranch Subdivision, Unit 1. |
| REASON FOR AGENDA ITEM | Request for Relief - Lily Ranch Unit 1 |
| WHO WILL THIS AFFECT? | Pct # 2 |
| ADDITIONAL INFORMATION | None |

REQUEST FOR RELIEF (Variance)

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

1. Date 04-05-2021
2. Location of Property: 22 Old Fredericksburg Road, Kendall County, Texas 78015
3. Name of Development (If Applicable): Lily Ranch Unit 1
4. Property Owner/Developer Name: _____
Developer: Ashton San Antonio Residential, LLC, 17319 San Pedro, Ste. 140 San Antonio, Texas 78232;
Owner: Tony Garritano; 110 Old Fredericksburg Road Boerne, Texas 78015
Owner: Terry & Sylvia Adams and Jay & Loretta Rudd; 242 W. State Hwy 46, Boerne, Texas 78006
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

The Developer requests relief from certain portions of the Kendall County Development Rules and Regulations requiring minimum lot size, density, road frontage, building setbacks and dead end streets. We respectfully request that Kendall County grant relief in order for the project to be designed in accordance with Texas Local Government Code rules for subdivisions within a certificated area for water and sewer of a municipal water and wastewater provider (SAWS) capable of providing service. Request for Relief is requested as follows:

| SECTION | SUB SECTION | CURRENT STANDARDS | RELIEF REQUESTS |
|---------|----------------------------|---|--|
| 300 | 1100.5 1100.6 1100.9 | Minimum Road Frontage - 100 feet Maximum Density – Total Acres divided by 3 Minimum Front Setback – 50 feet Minimum Rear Setback – 50 feet Minimum Side Setback – 10 feet Minimum Road Frontage on Cul-de-sac – 50' Chord length | Minimum Road Frontage - 60 feet Maximum Density – 3 Lots per 1 acre Minimum Front Setback – 25 feet Minimum Rear Setback – 20 feet Minimum Side Setback – 5 feet Minimum Road Frontage on Cul-de-sac – 30' Chord length |
| 400 | 1600 | Minimum Cul-de-Sac Length – 250 feet | Minimum Cul-de-Sac Length – 100 feet |

Texas Local Government Code (TLGC) Chapters 232 and 233 grants Counties limited authority to regulate subdivisions, housing and other structures. The developer requests relief from Kendall County Rules and Regulations only to the extent that KC Rules are in conflict with Texas Local Government Code. The relief requested does not jeopardize the health, safety or welfare of the public because the subdivision will be designed by licensed professionals in accordance with the state and local laws as well as best practices.

Regarding **Lot Size, Density and Roadway Frontage**, the state does not grant counties authority to regulate lot size or density. A county may require minimum roadway frontages on existing roadways only. Counties need authority to control roadway frontage for new lots on existing roads in order to not create an unsafe roadway condition. It is impractical for the County or any private landowner to reconstruct an existing county roadway solely for the purpose of providing access to newly constructed improvements. In a newly platted subdivision, the roadways and lots are designed and platted with the preservation of the public's health, safety and welfare as the first priority. The TLGC grants no authority to counties to regulate minimum roadway frontages for new subdivisions on new roads within new subdivisions. Finally, Kendall County Regulations Section 104 requires 60 feet of Minimum Roadway Frontage.

Regarding **Setbacks**, the TLGC in Chapter 232.104 grants counties authority to adopt “reasonable setback lines” as provided in Chapter 233. In Chapter 233.032, counties are granted authority to establish front building setbacks of up to 25 feet on public roads only. In these instances, the maximum setback is 25 feet on all roads unless it is a highway (highways are defined as TxDOT Roads). No other portion of Chapter 232 or 233 grants authority to a county to adopt front setbacks and furthermore, no portion of any Chapter grants the County authority to establish rear or side setbacks on lots. Authority to regulate setbacks is granted to counties in the TLGC only as a planning tool to provide for future roadway widening and safety of existing roadway networks. Side and rear setbacks contribute to neither. Chapter 232.101 clearly states that counties may not regulate lot size, density, size of building, or ratio of building floor to land square feet. Side building setbacks directly impact building size for a given lot width, and/or lot width for a given building size, with the latter directly impacting the number of buildings (density). All residential lots will be a minimum of 50 feet from the existing Old Fredericksburg Road right of way through a combination of right of way dedications and landscape buffers. Along with a proposed 20’ rear building setback line, a minimum of 70 feet from the existing Old Fredericksburg Road right of way and minimum of 80 feet from the existing pavement limits to the back of any residential structure.

The Developer also intends to comply with the **International Fire Code** (IFC) and work with County staff to ensure fire apparatus accessibility and vehicular ingress and egress is planned for the community. The IFC does not require a minimum separation between single-family residential buildings but does include requirements for fire rated materials where homes are in close proximity. Most importantly, every home will be within the appropriate hose lay distance of a fire hydrant for coverage of the front, side and rear of all homes.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

Lily Ranch is unique in that, of Kendall County’s ~418,000-acre total land area, Lily Ranch lies within the very small region in which San Antonio ETJ and SAWS’ service area converge. The area in which this convergence exists is approximately 475-acres, or 0.113% of Kendall County by land area. The project will be served by public water and wastewater service such that the development will not be served by groundwater produced under the property and all wastewater will be discharged outside of Kendall County. Without relief, the property could only be subdivided into 40 lots instead of 360 total proposed lots. Reasonable use of the land should be defined as the orderly subdivision of the land in a way that honors all laws and codes and does not adversely impact on the surrounding area as measured by stormwater, traffic or other metric specifically defined by law.

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The property cannot be subdivided in accordance with Kendall County Rules and Regulations and also enjoy the preservation and enjoyment of property rights granted by the Texas Local Government Code for properties located in unincorporated areas. The project will be designed around the natural features that exist on the property today for the benefit of future residents. These features include an existing a baseball field, mature trees, scenic views and existing residential structure. The Developer intends to supplement these existing features with additional amenities, trails and tree planting with the intent of maximizing the preservation and enjoyment that the property has to offer.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

The Developer will follow all Kendall County Rules and Regulations - except the relief requested above - Texas Local Government Code, TCEQ, City of San Antonio’s Water Quality Control and Pollution and Prevention Ordinance, Chapter 34, Article VI, Texas Manual on Uniform Traffic Control Devices and any other code requirement authorized by law not in conflict with the Texas Local Government Code – all of which prioritize the public’s health, safety and welfare. The lot density, lot size, road frontage and building setbacks proposed will not jeopardize traffic or pedestrian safety or cause stormwater or water quality run-off impacts that are not mitigated by detention or water quality ponds or similar element.

The Developer will submit a detailed stormwater report that proves no additional adverse impacts will occur with the development of the project during the preliminary plat process. The developer will

provide a 100' foot buffer outside of the FEMA 100 year regulatory floodplain as implemented by the SAWS Water Quality Ordinance mentioned above. The storm water report will identify an update to the 100 year FEMA floodplain with a corrective effective study using the latest NOAA Atlas 14 rainfall intensities as well as project condition modeling to ensure mitigations to increases in runoff are met. Anticipated mitigations will either included detention ponds or coordination with the neighboring developer, Kendall County and Bexar County to improve the Old Fredericksburg Road and Balcones Creek low water crossing downstream of the site. The Developer intends to collaborate with County staff of how to accomplish and balance the needs of the County and proposed development in such a fashion that will not be detrimental to the public's health, safety and welfare.

The Developer will also submit a traffic impact analysis identifying improvements necessary to mitigate increased traffic and its impact on the surrounding roadway infrastructure during the preliminary plat process. Furthermore, without specific requirement to do so, the Developer has completed a study of the land to insure there are no cemeteries, caves, or archaeologically significant features as well as mapping the limits of jurisdictional waters and existing water wells.

- d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

Granting relief will not prevent the orderly subdivision of other land in the area because the Developer completed onsite and offsite studies to ensure that traffic, stormwater, water quality and the general layout of the subdivision plat would not adversely impact the platting of neighboring property. The Developer coordinated with County staff for the design of projecting streets to undeveloped adjacent properties to improve the overall traffic circulation and pedestrian access in the future development of the corridor. As part of the development, water and sewer infrastructure will be extended to the area and stubbed for extension to other properties with SAWS Water and Sewer service area.



Signature

Blake Harrington
Printed Name

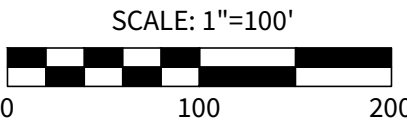


Phone Number

04-05-2021
Date

A PRELIMINARY PLAT ESTABLISHING
LILY RANCH UNIT 1

A SUBDIVISION OF 42.538 ACRES OF LAND LOCATED IN THE JOSE RAMON AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 2, KENDALL COUNTY, TEXAS AND BEING A PORTION TRACT OF LAND CONVEYED TO TERRY D. ADAMS, SYLVIA ADAMS, JAY W. RUDD AND LORETTA RUDD, FOR SECONDARY ACCESS AS DESCRIBED IN VOLUME 1086, PAGE 769, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, AND BEING ALL OF THE TRACT OF LAND CONVEYED TO TONY GARRITANO, AS DESCRIBED IN VOLUME 1218, PAGE 974, OFFICIAL PUBLIC RECORDS OF KENDAL COUNTY, TEXAS.



LEGEND

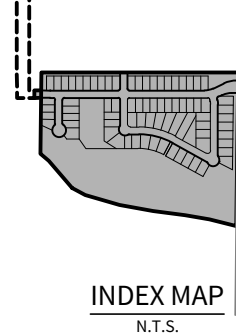
| | |
|------------|--|
| Ac. | = ACRES |
| B.S.L. | = BUILDING SETBACK LINE |
| C1 | = CURVE NUMBER |
| E.G.T.C.A. | = ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION |
| ESM'T. | = EASEMENT |
| EX. | = EXISTING |
| L1 | = LINE NUMBER |
| NAD | = NORTH AMERICAN DATUM |
| MIN. | = MINIMUM |
| N.T.S. | = NOT TO SCALE |
| O.P.R. | = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS |
| O.R.K.C. | = OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS |
| PG. | = PAGE |
| PGS. | = PAGES |
| R.O.W. | = RIGHT-OF-WAY |
| VAR. | = VARIABLE |
| VOL. | = VOLUME |
| WID. | = WIDTH |
| --- | = STREET CENTERLINE |
| --- | = BUILDING SETBACK LINE |
| --- | = EXISTING GROUND MAJOR CONTOUR |
| --- | = EXISTING GROUND MINOR CONTOUR |
| --- | = EXISTING PROPERTY LINE |
| --- | = COUNTY LINE |
| --- | = 1% ANNUAL CHANCE FEMA FLOODPLAIN LIMITS |
| --- | = FEMA FLOODPLAIN BUFFER |

KEYNOTES

- 1" = 10' E.G.T.C.A. ESM'T.
- 2" = 30' R.O.W. DEDICATION TO KENDALL COUNTY (0.855 Ac.)
- 3" = 10' B.S.L. & 10' E.G.T.C.A. ESM'T.
- 4" = 25' B.S.L.
- 5" = OFF-LOT VARIABLE WIDTH INGRESS/EGRESS EASEMENT TO EXPIRE UPON INCORPORATION INTO FUTURE PRIVATE STREET
- 6" = PRIVATE STREET: LOT 999, BLOCK 1 (10.848 Ac.)
- 7" = OFF-LOT PRIVATE STREET: LOT 998, BLOCK 1

OLD FREDERICKSBURG ROAD
(EX. 60' R.O.W.)

SECONDARY ACCESS IS GOING TO BE CONSTRUCTED AND PLATTED WITH UNIT 1

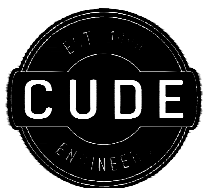


INDEX MAP
N.T.S.

CONTACT: DAVID D. CUPIT II, P.E.

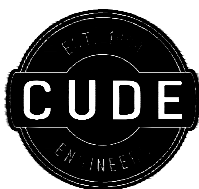
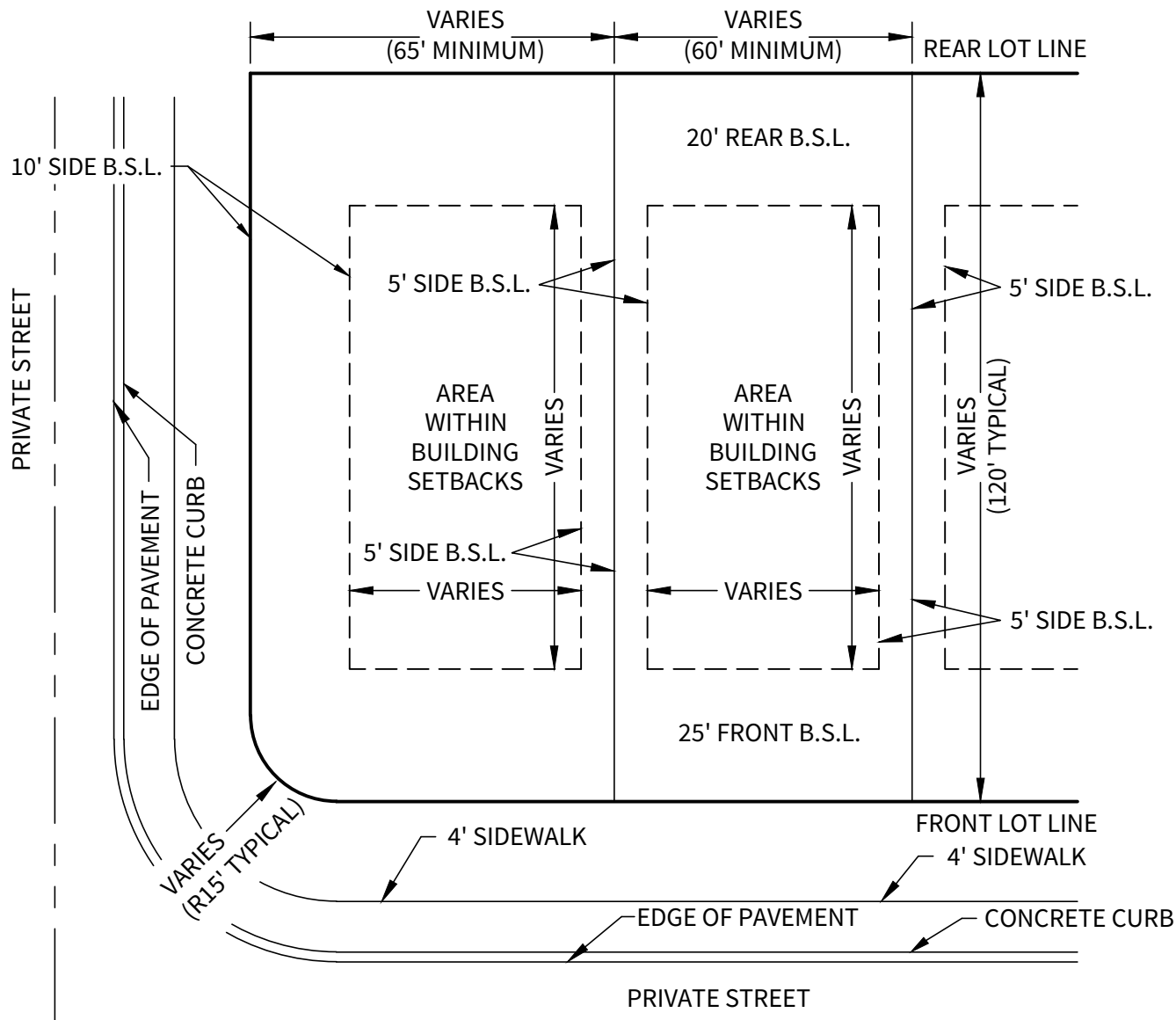
PROJECT # 03274.000

DATE: APRIL 2021



CUDE ENGINEERS, L.L.C.
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM # 10048500

1 OF 1



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE REGISTERED ENGINEERING
FIRM #455

LILY RANCH

TYPICAL LOT

DATE: 2021-03-31

JOB NO.: #03274-000



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Kendall County participation with Texas State Soil and Water Conservation Board and Kendall County Soil and Water Conservation District on funding rehabilitation for Upper Cibolo Creek Watershed Floodwater Retarding Structures No. 4 |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Richard Tobolka |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on executing a Cooperative Agreement between Kendall County and Texas State Soil and Water Conservation Board on funding rehabilitation for Upper Cibolo Creek Watershed Floodwater Retarding Structures No. 4. |
| REASON FOR AGENDA ITEM | Texas State Soil and Water Conservation Board requires a commitment from Kendall County to either participate or decline participation for the Federal and State funded Floodwater Retarding Structure upgrades. Kendall County participation consists of funding a percentage of each project. Kendall County funding for Floodwater Retarding Structures No. 4 is \$155,750 with a project cost of \$8,900,000. Funding for the project must be committed by May 31, 2021. |
| WHO WILL THIS AFFECT? | Pct #1, #2, #3, #4 |
| ADDITIONAL INFORMATION | None |

COOPERATIVE AGREEMENT
Flood Control: Structural Repair Activities – State Funds

THIS COOPERATIVE AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter 201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

SECTION I. CONTRACTING PARTIES: This Agreement is made and entered into by and between the Texas State Soil and Water Conservation Board, hereinafter referred to as “TSSWCB” whose principal place of business is located at 1497 Country View Lane, Temple, Texas 76504; and Kendall County, whose principal place of business is located at 201 E. San Antonio Ave., Boerne, TX 78006, hereinafter referred to as the “SPONSOR” with reference to the following facts:

SECTION II. SCOPE OF WORK:

1. Project. The SPONSOR shall complete all structural repair activities on flood control dams as follows in Table 1 (the “Project”) in accordance with the plans and specifications titled or otherwise known as “Upper Cibolo Creek 4 Final Design” that are known to and in the possession of both parties and are herein incorporated by reference (hereinafter “Plans and Specifications”).

Table 1.

| Flood Control Dam Common Name | Structural Repair Activity to be Performed |
|--|--|
| Upper Cibolo Creek 4 | SPONSOR’s costs for construction and land rights related to structural repair of the dam according to USDA-NRCS or TCEQ approved Plans and Specifications. |

2. Land rights. The SPONSOR represents and warrants that they possess or will acquire all land rights, easements, licenses, or right-of-way as will be needed in connection with accomplishing the work outlined in Table 1 and in accordance with the Plans and Specifications provided.

3. Compliance with laws. The SPONSOR represents and warrant that SPONSOR will complete the Project in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.

4. The SPONSOR represents and warrants it shall:
- a. perform the Project in accordance with the "Consideration/Price" specified in Section III of this cooperative agreement
 - b. perform the Project with the professional skill, prudence and care ordinarily provided by similar professionals under the same or similar circumstances;
 - c. perform the Project in a professional and workmanlike manner;
 - d. perform the Project free from all liens, claims and other restrictions;
 - e. perform the Project free from any violations of law and free from violations of any agreement to which SPONSOR, their agents, officers, employees or subcontractors may be subject; and
 - f. perform the Project in accordance with engineering plans and design specifications provided to the SPONSOR by the TSSWCB and shall seek approval by the TSSWCB prior to initiating work that in any way deviates from the Plans and Specifications of the Project provided by TSSWCB.

5. Inspection of products and services. The parties agree and acknowledge that the NCRS has the right and authority to review and inspect products and services purchased through this Agreement, in performance of this Agreement, or to review and inspect the Project work completed, and/or work-in-progress, to ensure compliance with the Plans and Specifications. Notwithstanding the foregoing, the TSSWCB, or designated agents, may also review and inspect products and services purchased or performed through this Agreement, inspect Project work-in-progress to ensure compliance with this Agreement and monitor adherence to the completion schedule as set forth in the Plans and Specifications of the Project provided by TSSWCB.

SECTION III. CONSIDERATION, REIMBURSEMENTS, AND REPORTING:

1. Reimbursement Rate and Maximum Contract Price. The TSSWCB shall provide the SPONSOR reimbursement for work performed pursuant to the Scope of Work and the Plans and Specifications of the Project and otherwise required under this Agreement at the rates set herein for labor, material, and/or completion of such work. Invoices will be reimbursed at the following rates for eligible costs, not to exceed a **maximum contract price of \$8,919,135.00 (Maximum Contract Price):**

- a. 98.25% of construction cost, not to exceed a maximum amount of \$8,744,250.00; and
- b. 2% of reimbursed amount for SPONSOR's administration cost, not to exceed a maximum amount of \$174,885.00.

2. SPONSOR Cost Responsibility. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52(e), SPONSOR is required to provide 1.75% of the total construction and approved land rights cost with funds not originating from state appropriations. The estimated SPONSOR' cost for this contract is \$155,750.00. The SPONSOR shall successfully complete the Project in accordance with contract

requirements and within the Maximum Contract Price as specified by this subsection. Any additional cost over the Maximum Contract Price will be the responsibility of the SPONSOR unless prior written approval is obtained from TSSWCB.

3. Project Budget.

| Description of Work | TSSWCB Cost Share | Sponsor Kendall County Cost Share | Total Cost of Project |
|---|-----------------------|-----------------------------------|-----------------------|
| Cost Share Items: | | | |
| Construction and Approved Land Rights | \$8,744,250.00 | \$155,750.00 | \$8,900,000.00 |
| Total of Project Costs | \$8,744,250.00 | \$155,750.00 | \$8,900,000.00 |
| Non-Cost Share Costs: | | | |
| Contract Administration (2% of TSSWCB cost share) | \$174,885.00 | | |
| Total Agreement Costs | \$8,919,135.00 | \$155,750.00 | |

4. Eligible Costs. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52, costs eligible for reimbursement include those associated with the performance of the structural repair activities required by the Scope of Work as well as costs associated with contract administration. ("Eligible Costs"). Land rights costs must be approved in writing by TSSWCB prior to incurring these costs. No other costs related to the structural repair activities contemplated by this Agreement are eligible for reimbursement without prior written approval by TSSWCB.

5. Reimbursement Requests. Funds due under this Agreement will be paid on a cost reimbursement basis pursuant to the cost reimbursement rate set forth above in this Section III, subsection 1.

a. The SPONSOR shall submit, each month, a monthly request for reimbursement for the actual and allowable, allocable, Eligible Costs incurred by SPONSOR for the provision of services required under this Agreement during the prior month. Payments made to SPONSOR shall not exceed the SPONSOR' actual and allowable, allocable, Eligible Costs incurred to provide the services required under this Agreement.

b. The SPONSOR' reimbursement requests must comply with the TSSWCB's invoice processing procedures. The TSSWCB may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

6. Financial management. The SPONSOR shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that

adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

SECTION IV. TERM OF AGREEMENT:

This Agreement begins upon the date the Agreement becomes executed by both parties and ends June 30, 2024 ("Initial Term"). This Agreement may be extended as needed, not to exceed a total of twelve (12) months ("Extension"), provided both parties agree to extend prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. The Initial Term and all Extensions, if any, shall collectively become the total duration of the Agreement ("Term").

SECTION V. CONTRACT SUSPENSION, TERMINATION, AND CLOSEOUT

1. Suspension. TSSWCB may, upon reasonable notice to the SPONSOR, suspend the Agreement, withhold further payments, and prohibit the SPONSOR from incurring additional obligations under the Agreement, pending corrective action by the SPONSOR, or a decision by TSSWCB to terminate the Agreement.
2. Availability of Funds. This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Agreement is subject to Termination by TSSWCB without penalty or further obligation of TSSWCB, either in whole or part.
3. Termination for Cause. This Agreement may be terminated for cause, by either party upon written notice to the other party, if the other party commits a material breach of any term of this Agreement.

Additionally, if the SPONSOR fails to provide the goods or services contracted for and/or fails to perform the Project in according to the provisions of this Agreement, OR fails to comply with any terms or conditions of the Agreement, submits falsified documents or fraudulent billings, or makes false representations concerning this Agreement, TSSWCB may, upon written notice to the SPONSOR, immediately terminate all or any part of the Agreement.

Termination is not an exclusive remedy, but will be in addition to any rights or remedies as provided in equity, or by law or under the Agreement. TSSWCB may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Agreement. The exercise of any of the foregoing remedies will not constitute a termination of the Agreement unless TSSWCB notifies the SPONSOR in writing prior to the exercise of such remedy. The SPONSOR shall be liable for all costs

and expenses, including court costs, incurred by TSSWCB with respect to the enforcement of any of the remedies listed herein.

4. Termination for Convenience. TSSWCB may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to the SPONSOR. Such notice may be provided by facsimile or certified mail return receipt requested and the termination is effective upon the expiration of thirty (30) days after receipt. In the event of such termination, the SPONSOR shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TSSWCB shall be liable only for payments for any goods or Project Services required under this Agreement and provided by SPONSOR and accepted by TSSWCB prior to the termination date.

5. Negotiation Prior to Termination by SPONSOR. If the SPONSOR gives notice of its intent to terminate this Agreement in accordance with Section V., Paragraph 3, the SPONSOR and TSSWCB shall try to resolve in good faith any issues related to the anticipated termination during the thirty (30) days following TSSWCB's receipt of the SPONSOR's notice of intent to terminate. During this time, the SPONSOR will continue to have the responsibility to provide Services under this Agreement and TSSWCB will continue to have the responsibility to pay for the Services in the manner specified in this Agreement.

6. Effect of Termination. Upon termination of this Agreement, the SPONSOR and TSSWCB will be discharged from any further obligation created under the terms of this Agreement, except for any obligations of warranty and indemnification. Termination does not, however, constitute a waiver of any remedies for breach of this Agreement. Termination for convenience pursuant to Section V, Paragraph 4 shall not be construed as a waiver of any right or remedy of TSSWCB that may apply. In addition, the obligations of the SPONSOR to retain records and maintain the confidentiality of information shall survive any termination of this Agreement for any reason.

7. Rights upon Termination or Expiration. In the event this Agreement is terminated for any reason, the TSSWCB shall retain ownership of all partially performed work completed pursuant to Table 1 and the Plans and Specifications along with all associated supplies, materials, associated work. In such an event of termination or expiration, SPONSOR shall immediately deliver to TSSWCB all deliverables or work product, in whatever form as it exists as of the date of termination or expiration.

8. Survival of Terms. Termination of the Agreement for any reason shall not release the SPONSOR from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including without limitation the provisions regarding confidentiality, indemnification, transition, records, audit, dispute resolution, invoice and fees verification.

9. Closeout Procedure. The SPONSOR shall submit a final payment request and other reports that are required under the Agreement, within forty-five (45) days after the Agreement is terminated or otherwise expires. TSSWCB shall not be liable for any costs incurred by the SPONSOR in the performance of the Agreement which have not been received by TSSWCB within forty-five (45) days following the termination or the expiration of the Agreement.

SECTION VI. MISCELLANEOUS

A. Retention and Custodial Requirements for Records

1. Retention. The SPONSOR agrees to keep financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years, with the following qualification: If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or from the date of TSSWCB's final payment under the Agreement.

2. Inspection. Upon request of the Texas State Auditor's Office or any authorized representative of TSSWCB, the SPONSOR shall maintain and make available, for inspection and/or audit books, records, documents, and other evidence directly pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practices, appropriate accounting procedures and practices, and, as applicable, 40 CFR 30-31 and the State of Texas Uniform Grant and Contract Management Standard as appropriate.

3. State Auditor Authority. Pursuant to Section 2262.154 of the Texas Government Code, the SPONSOR understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The SPONSOR further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The SPONSOR will ensure that this clause concerning the State Auditor's Office authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the SPONSOR relating to any of the Project Services under this Agreement.

B. Indemnification.

1. Acts or Omissions. **TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL**

LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, OMISSIONS, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SPONSOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SPONSOR, OR ANY OTHER ENTITY OVER WHICH THE SPONSOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

2. Infringements.

(a) TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE SECRETS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN CONNECTION WITH THE DELIVERABLES, PROJECT IMPLEMENTATION, PERFORMANCES, OR ACTIONS OF SPONSOR PURSUANT TO THIS AGREEMENT, AND/OR VIOLATIONS OR INFRINGEMENTS ARISING FROM THE STATE'S OR SPONSOR'S USE OF OR ACQUISITION OF ANY SERVICES, DELIVERABLES OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS BY SPONSOR. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) SPONSOR shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed unless SPONSOR has approved such other use, (ii) any modification made to the product without SPONSOR's written approval, (iii) any modifications made to the product by the SPONSOR pursuant to TSSWCB specific instructions, (iv) any intellectual property right owned by or licensed to TSSWCB by another SPONSOR, or (v) any use of the product or service by TSSWCB that is not in conformity with the terms of any applicable license agreement.

(c) If SPONSOR becomes aware of an actual or potential claim, or TSSWCB provides SPONSOR with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall) at SPONSOR's sole expense; (i) procure for the TSSWCB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSSWCB's use is non-infringing.

3. **Taxes/Workers' Compensation/Unemployment Insurance**

(a) SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SPONSOR'S AND SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSSWCB AND/OR THE STATE SHALL NOT BE LIABLE TO THE SPONSOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY OR AGENCY.

(b) To the extent allowed by the laws and Constitution of the State of Texas SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS AGENCIES, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT

INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SPONSOR AND THE TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Administrative Provisions

1. Independent Contractor. It is the intent of TSSWCB and the SPONSOR that the SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services required under this Agreement. SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall not be employees of TSSWCB and shall observe all TSSWCB rules and procedures, including any applicable security procedures. Should SPONSOR subcontract any of the services required in this Agreement, SPONSOR expressly understands and acknowledges that in entering into such subcontract(s), TSSWCB is in no manner liable to any subcontractor(s) of SPONSOR, and that SPONSOR shall be solely responsible for payment due to such subcontractors, and subcontractors' performance and adherence to the provisions of this Agreement. In no event shall this provision relieve the SPONSOR of the responsibility for ensuring that the Services rendered under all subcontracts are rendered in compliance with this Agreement, and any specific Project Specifications, including without limitation, the performance standards set forth in Section II.

The SPONSOR and TSSWCB agree that: (a) TSSWCB will not withhold or pay on behalf of the SPONSOR any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to the SPONSOR any of the benefits, including workers' compensation insurance coverage, afforded to employees of TSSWCB and (b) all such withholdings, payments and benefits, if any, are the sole responsibility of the SPONSOR. The SPONSOR will be free from TSSWCB control in the manner and method of providing services.

2. U.S. Department of Homeland Security E-Verify System. By entering into this Agreement, the SPONSOR certifies and ensures that it utilizes and will continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of all persons and subcontractors performing duties within Texas during the term of the Agreement.

3. Compliance. The SPONSOR shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations now in effect or that become effective during the term of this Agreement, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Immigration Reform and Control Act of 1986 as amended. When required, SPONSOR shall furnish TSSWCB with satisfactory proof of its compliance. The SPONSOR shall be responsible for damage to TSSWCB's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. To the extent required by law, and without waiving any governmental immunity available to SPONSOR, the SPONSOR shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for TSSWCB under this Agreement. The SPONSOR shall provide all labor and equipment necessary to furnish the goods and/or perform the service and complete the Project. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the SPONSOR under this Agreement. The TSSWCB reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the TSSWCB's or SPONSOR's compliance with all applicable State and Federal laws and regulations.

4. Conflict of Interest. SPONSOR shall notify the TSSWCB immediately upon the discovery of any potential or actual conflict of interest of the SPONSOR. SPONSOR acknowledges and agrees that the TSSWCB has the sole discretion to determine whether a conflict exists and that the TSSWCB may terminate the Agreement at any time on grounds of actual or apparent conflict of interest.

5. Severability. In the event any provision of this Agreement or the rights of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

6. Assignability and Subcontracting. Without prior written consent of the TSSWCB, SPONSOR may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it. Subcontracts, if any, entered into by the SPONSOR shall (i) be in writing; (ii) subject to the terms and conditions of this Agreement and (iii) require prior written approval of TSSWCB. SPONSOR shall require its sub-contractors and sub grantees to obtain and maintain insurance at their own expense to indemnify the sub-contractor, SPONSOR, and TSSWCB for all claims contemplated in Section VI B, 1-3 above that arise as a result of or during the course of the subcontractor's performance of work required under this Agreement. SPONSOR shall be responsible for the management and fiscal monitoring of all subcontractors and ensure that all subcontractors comply with the provisions of this Agreement. Pursuant to Rule 529.59 of the Texas Administrative

Code, SPONSOR is generally authorized to enter into subcontracts for engineering design, construction, and easement purchasing. However, all such subcontracts must comply with this Paragraph 6 and (i) be in writing; (ii) be subject to the terms and conditions of this Agreement and (iii) require prior written approval of TSSWCB.

7. Force Majeure. Neither SPONSOR nor TSSWCB shall be liable to the other for any delay in, or failure of performance caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.

8. Entire Agreement. This Agreement constitutes the entire agreement between TSSWCB and the SPONSOR and supersedes any prior understandings or oral or written agreements between TSSWCB and the SPONSOR on matters contained herein.

9. Waiver. In no event shall any payment by TSSWCB to the SPONSOR or any act or omission of TSSWCB constitute or be construed in any way to be a waiver by TSSWCB of any breach of default of this Agreement which may then subsequently be committed by the SPONSOR. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to TSSWCB to enforce its rights hereunder, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of TSSWCB may waive the effect of this provision.

10. Notice. Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individuals and addresses shown below:

Texas State Soil and Water Conservation Board
1497 Country View Lane
Temple, Texas 76504

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

11. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

12. Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the TSSWCB and the SPONSOR to resolve all disputes arising under this Agreement including specifically any alleged breach by TSSWCB of this Agreement.

13. Financial Interests; Gifts. SPONSOR represent and warrant that neither SPONSOR nor any person or entity that will participate financially in this Agreement has received compensation from TSSWCB for participation in preparation of specifications for this Agreement. SPONSOR represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

14. Confidential Information. Notwithstanding any provisions of this Agreement to the contrary, SPONSOR understands that TSSWCB will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSSWCB agrees to notify SPONSOR in writing within a reasonable time from receipt of a request for information related to SPONSOR's work under this Agreement. SPONSOR will cooperate with TSSWCB in the production of documents responsive to the request. SPONSOR acknowledges and agrees and understands that SPONSOR is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TSSWCB will make a determination whether to submit a Public Information Act request to the Attorney General. SPONSOR will notify TSSWCB within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. No public disclosures or news releases pertaining to this Agreement shall be made without prior written approval of TSSWCB.

15. Abandonment or Default. If the SPONSOR defaults on this Agreement, TSSWCB reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting SPONSOR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by the TSSWCB based on the seriousness of the default.

16. Antitrust and Assignment of Claims. SPONSOR represents and warrants that neither SPONSOR nor any firm, corporation, partnership, or institution represented by SPONSOR, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws

of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. SPONSOR assigns to the State of Texas all of SPONSOR's rights, title, and interest in and to all claims and causes of action SPONSOR may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

17. Buy Texas. In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, SPONSOR shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

18. Electronic and Information Resources Accessibility, as Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).

- a) Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b) SPONSOR shall provide Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

19. Ownership/Intellectual Property, including Rights to Data, Documents and Computer Software. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials or any other Deliverables (collectively "Work Product") prepared by the SPONSOR in the performance of its obligations under this Agreement shall be the exclusive property of the exclusive property of TSSWCB. All right, title and interest in and to said Work Product and property shall vest in TSSWCB upon creation and shall be deemed to be a work made for hire (as defined under federal copyright law in Title 17 of the United States Code) and made in the course of the services rendered pursuant to this Agreement, without any further action or notification. To the extent that title to any such Work Product may not, by operation of law, vest in TSSWCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TSSWCB without further consideration. TSSWCB shall have the right to obtain and to

hold in its name any and all patents, copyrights, registrations or such other intellectual property protection or other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. SPONSOR must give TSSWCB and/or the State of Texas, as well as any person designated by TSSWCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to SPONSOR for the services rendered under this Agreement, including without limitation, all necessary efforts to ensure that any subcontractors or affiliates participating in the performance of this Agreement similarly assign to TSSWCB all such rights, title and interest. SPONSOR agrees to execute and to cause any subcontractors and affiliates to execute any documents and take any other actions reasonably requested by TSSWCB to effectuate the purposes of this Section 20.

Any Work Product prepared or produced by the SPONSOR in the performance of its obligations under this Agreement shall be delivered to the TSSWCB by the SPONSOR upon completion, termination, or cancellation of this Agreement, with the exception of one (1) copy of all Work Product, which may be retained by SPONSOR for its records and for compliance with state and federal requirements and its own records retention policy. TSSWCB may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works; however, SPONSOR may copy the Work Product as defined above as needed to comply with public information law or to maintain the documents in accordance with its records retention policy. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of TSSWCB. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.

20. By signature hereon, SPONSOR certifies that:

All statements and information prepared and submitted in the response to the application submitted pursuant Title 31, Part 17, Chapter 529 that resulted in this Cooperative Agreement are current, complete and accurate.

SPONSOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement. In Addition, "under Section 2155.004, Texas Government Code, SPONSOR certifies that the SPONSOR is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Government Code §669.003, relating to contracting with an executive of a state agency, SPONSOR represents that no person who, in the past four years, served as an executive of the TSSWCB or any other state agency, was involved with or has any interest in this Agreement. If SPONSOR employs or has used the services of a former executive

head of TSSWCB or other state agency, then SPONSOR shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with SPONSOR, and date of employment with SPONSOR.

SPONSOR agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SPONSOR certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SPONSOR is in compliance with the State of Texas statutes and rules relating to procurement.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

TSSWCB

SPONSOR

**Texas State Soil and Water
Conservation Board**

Kendall County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 4/12/2021
OPEN SESSION

| | |
|---|--|
| SUBJECT | Execute contract with Schnabel Engineering for the development of inundation mapping Upper Cibolo Creek Watershed Dam No. 4 |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Richard Tobolka |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action to execute a contract with Schnabel Engineering pertaining to inundation mapping for Upper Cibolo Creek Watershed Dam No. 4. The value of the proposed lump sum contract will not exceed \$18,500.00. |
| REASON FOR AGENDA ITEM | Inundation mapping is required for the development of an Emergency Action Plan. |
| WHO WILL THIS AFFECT? | Pct #1, #2, #3, #4 |
| ADDITIONAL INFORMATION | The proposed contract was not contemplated in the FY 2021 Engineer's budget. |



April 2, 2021
Revised April 7, 2021

Richard Tobolka, PE
County Engineer
Kendall County Engineering Department
201 E. San Antonio Ave.
Suite 101
Boerne, Texas 78006

Subject: Schnabel Reference 21P22008.00, Proposal for Engineering Services, Dam Breach Inundation Mapping, Upper Cibolo Creek Watershed Dam No. 4, Kendall County, Texas

Dear Mr. Tobolka,

Schnabel Engineering, LLC (Schnabel) is pleased to present this proposal for engineering services related to the development of inundation mapping for the Upper Cibolo Creek Watershed Dam No. 4 (Cibolo No. 4), located approximately 4 miles southwest of Boerne, Texas. This proposal presents our understanding of the project background, outlines our proposed scope of services and specifies the fees for our work.

PROJECT BACKGROUND

Cibolo No. 4 is currently listed by the Texas Commission on Environmental Quality (TCEQ) Dam Safety Program (DSP) as an intermediate size, high-hazard potential structure; however, the dam was originally designed and constructed by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS, now known as the Natural Resource Conservation Services, or NRCS) as a Class A, or low-hazard potential, flood retarding structure. The structure consists of an earthen embankment, a vegetated auxiliary spillway in the left abutment, and a principal spillway riser and conduit. Schnabel is familiar with the subject dam in that we are currently developing design documents to upgrade the dam to meet NRCS criteria for high hazard potential dams under contract with the Texas State Soil and Water Conservation Board (TSSWCB). The current classification as a high-hazard potential structure indicates that loss of human life, or excessive economic losses, would be expected if the dam were to fail.

The TCEQ Dam Safety Program requires that all high-hazard potential dams have on file an Emergency Action Plan (EAP). The EAP contains information and procedures related to public safety should a dam failure occur. A key component of an EAP is an inundation map, which depicts the various flood zone

Upper Cibolo Creek Watershed Dam No. 4
Kendall County, Texas

extents associated with the hypothetical failure of the dam. Kendall County has requested that Schnabel provide this proposal for engineering services related to the development of a dam breach model for Cibolo No. 4, as well as development of inundation maps to be utilized in the County's EAP.

SCOPE OF SERVICES

We understand that Kendall County intends to develop the EAP for Cibolo Dam No. 4 for submittal to the TCEQ Dam Safety Program (TCEQ). Based upon the requirements of TCEQ, we recommend that dam breach modeling be performed during both "Sunny Day Breach" and "Design-Flood" scenarios for the subject structure. The "Sunny Day Breach" scenario is a hypothetical failure event which is initiated with the reservoir at the normal operating elevation. The "Design-Flood" scenario models the hypothetical failure of the dam during the design storm flood event. The analyses will also consider elevated water levels in downstream areas prior to the failure to account for widespread flooding in the vicinity associated with an extreme event (design flood) occurring in the watershed of the modeled dam.

In addition to the dam breach modeling, Schnabel will also develop inundation maps to depict the limits of the hypothetical flooding and will serve as the basis for the development of the EAP.

Based upon the scope of work discussed above, Schnabel proposes to perform the proposed work in the tasks described below.

- **Task 1 – Data Collection and Review:** In order for Schnabel to perform the tasks described below, Schnabel will review historic information related to the dam. Additionally, Schnabel will obtain the most current version of the Geographic Information System (GIS) topographic data for use as the base terrain data in development of the dam breach models. Measurements of downstream road crossings (culverts, bridges, etc.) will likely be required. We understand that Kendall County is currently working to obtain structure data related to the downstream crossings associated with Upper Cibolo No. 4. In the event this information is provided by others to Schnabel, our Scope of Work and budget associated with this task will be reduced accordingly.
- **Task 2 – Dam Breach Inundation Modeling:** Utilizing the data obtained in Task 1, Schnabel will perform dam breach routings for the subject dam and impoundment. The U.S. Army Corps of Engineers HEC-RAS program will be used to perform each dam breach routing. Hydrologic information for the Design-Flood scenario will be obtained from previous Schnabel work performed under a TSSWCB contract. Additionally, lateral inflows downstream of the subject dam for the Design-Flood scenario will be modeled as constant inflows at likely the 50-year or 100-year return interval.

Embankment breach parameters, such as breach width and development time, will be developed for the subject structure. Schnabel will evaluate published parameter ranges from federal agencies such as the Federal Energy Regulatory Commission, United States Army Corps of Engineers and the National Weather Service. In addition to the various suggested ranges, Schnabel will also evaluate breach parameters based upon published regression equations from researchers such as Froehlich, MacDonald and Langridge-Monopolis, Von Thun and Xu and Zhang.

Schnabel anticipates the dam breach modeling will be performed utilizing two-dimensional simulations within HEC-RAS. Topographic information obtained from readily available public sources will be utilized as the basis for each model. Manning's roughness coefficients or 'n' values will be selected

**Upper Cibolo Creek Watershed Dam No. 4
Kendall County, Texas**

based upon the most current and readily available aerial photography at each site. Modeling will be terminated at downstream points consistent with DSP guidelines. We anticipate that the model will be terminated approximately 16¼ miles downstream of the structure within Upper Cibolo Creek, just downstream of Ralph Fair Road. In the event that the modeling needs to be extended beyond the assumed termination point, additional fees may apply.

- **Task 3 – Dam Breach Inundation Mapping:** Utilizing the results obtained in Task 2, Schnabel will develop a dam breach inundation map set for Cibolo Dam No. 4. Inundation mapping will be developed utilizing ESRI ArcGIS. The developed inundation maps will be provided in ESRI shapefile format for the County's use in development of the EAP. We understand that the County will tabulate GIS information regarding the structures potentially impacted by the inundation limits. We will add information describing these structures to the inundation mapping for your use in preparing the EAP.

CONTINGENCIES

Schnabel's scope of work and budget contained herein are contingent upon the following:

- Utilization of topographic data provided by the County or other readily available terrain data.
- Field reconnaissance of downstream road crossings by Schnabel personnel.
- Modeling extends approximately 16¼ miles downstream of the structure and terminates just downstream of Ralph Fair Road.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Dam Safety Inspections
- Professional Land Surveying
- Development of Emergency Action Plan (EAP)
- EAP Tabletop Exercise
- Identification of potential hazards, to include habitable structures and roadways.

COMPENSATION AND CONTRACT TERMS AND CONDITIONS

Schnabel proposes to perform the above scope of work for a lump sum fee of \$18,500. Work requested and performed outside of the scope of services, to include consultation and/or meetings, will be billed on a unit rate basis in accordance with the attached Schedule of Fees. For your convenience, the budgets associated with each task are broken out below:

- Data Collection and Review
 - Obtain and Process Terrain Data \$ 1,500
 - Field Reconnaissance of Downstream Crossings \$ 2,500
- Dam Breach Inundation Modeling \$ 12,000
- Dam Breach Inundation Mapping \$ 2,500

**Upper Cibolo Creek Watershed Dam No. 4
Kendall County, Texas**

We note that in the event downstream road crossing data is provided by others, Schnabel's lump sum fee will be reduced to \$ 16,000.

Our invoices will be submitted monthly with a final invoice submitted after completion of our services. Payment will be due upon receipt of our invoices and will be considered past due 30 days from the date of the invoice. Interest at 1.5 percent a month will be charged on all overdue amounts. On January 1, 2022, and annually thereafter, the rates on the Schedule of Fees and all remaining project budgets will increase by four percent, with the remaining terms unchanged.

AUTHORIZATION

To formalize our agreement, we request that you sign and return one copy of this proposal and attachments for our files. Please note that the attached Schedule of Fees and Terms and Conditions are a part of this agreement.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

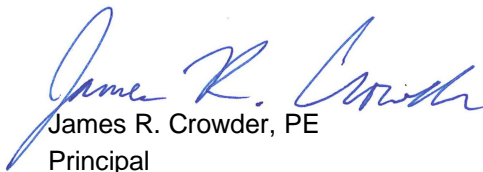
Schnabel Engineering, LLC



Jennifer L. Gaines, PE*

Project Engineer

*Georgia, not registered in Texas



James R. Crowder, PE

Principal

JLG:JRC

Attachments: Schedule of Fees
Standard Terms and Conditions

This agreement for engineering services and compensation is hereby accepted.

Accepted:

Signature

Name and Title

Date



SCHEDULE OF PERSONNEL FEES – ALPHARETTA, GA
Effective until December 31, 2021

| | |
|--|-------------|
| Senior Consultant | \$279.00/hr |
| Principal | \$275.00/hr |
| Senior Associate | \$250.00/hr |
| Senior Reviewer | \$220.00/hr |
| Associate | \$220.00/hr |
| Senior Engineer/Technologist/Scientist | \$184.00/hr |
| Construction Services Manager | \$159.00/hr |
| Project Engineer/Technologist/Scientist - Construction Resident Engineer | \$159.00/hr |
| Senior Staff Engineer/Scientist/Technologist | \$141.00/hr |
| Staff Engineer | \$118.00/hr |
| Construction Resident Technician | \$118.00/hr |
| CAD Designer | \$118.00/hr |
| Staff Technologist/Scientist | \$115.00/hr |
| Senior Technician | \$108.00/hr |
| Drafter/Engineering Technician | \$ 90.00/hr |
| Administrative, Clerical | \$ 75.00/hr |

NOTES:

1. Engineering fees will be based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. All travel expenses, including mileage, will be marked up 15% to cover the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses will be billed at cost plus 15%, or our prevailing hourly and mileage rates for our own personnel.
4. Overtime for Technicians is time for work on Saturday, Sunday, and Federal holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr. is added to the above rate for overtime.
5. Subcontracts for subsurface exploration, bulldozers, surveys, etc. are marked up 15% to cover the cost of handling, insurance and overhead.
6. Preparation time for deposition and trial testimony, as well as actual time for deposition and trial testimony will be charged at the hourly rate multiplied by 1.5.
7. Per Diem Rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
8. Schedule of Fees will increase by four (4) percent on January 1, 2022 and annually thereafter.

SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 Schnabel Engineering, LLC, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Authorization to solicit Statements of Qualifications from Engineers pertaining to Contract Administration, Flood Control Structure #4 rehabilitation project |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Richard Tobolka |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on authorization to seek Statements of Qualifications to assist Kendall County with Contract Administration for the Flood Control Structure #4 rehabilitation project. |
| REASON FOR AGENDA ITEM | Authorization to solicit Statements of Qualifications from Engineers |
| WHO WILL THIS AFFECT? | Pct #1, #2, #3, #4 |
| ADDITIONAL INFORMATION | Kendall County cannot complete the task due to staffing limitations. |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Kendall County Brush Site Operating Hours |
| DEPARTMENT & PERSON MAKING REQUEST | County Engineer - Richard Tobolka |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 250 |
| TIME NEEDED FOR PRESENTATION | 5 Minutes |
| WORDING OF AGENDA ITEM | Consideration and action on changing the posted hours for the Kendall County Brush Site from 7:00 am to 4:30 pm to 7:00 am to 4:00 pm. |
| REASON FOR AGENDA ITEM | Provide time for operator to service customers in the yard and complete financial reports prior to clocking out for the day. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

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|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Bureau of Justice Assistance (BJA) FY 21 Smart Prosecution - Innovative Prosecution Solutions Grant |
| DEPARTMENT & PERSON MAKING REQUEST | CDA's Office - Nicole Bishop/Katherine McDaniel/Nick Socias |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 293 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action concerning the CDA office applying for the Bureau of Justice Assistance FY 21 Smart Prosecution - Innovative Prosecution Solutions Grant. |
| REASON FOR AGENDA ITEM | To obtain funds for the purchase of software and technology which supports the prosecution of crimes against persons. |
| WHO WILL THIS AFFECT? | Kendall County Criminal District Attorney's Office |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 4/12/2021
OPEN SESSION

| | |
|---|--|
| SUBJECT | Border Crisis Update and Its Effect on Kendall County |
| DEPARTMENT & PERSON MAKING REQUEST | CDA's Office - Nicole Bishop |
| PHONE # OR EXTENSION # | 830-249-9343 Ext. 293 |
| TIME NEEDED FOR PRESENTATION | 10 minutes |
| WORDING OF AGENDA ITEM | Update on the Border Crisis and How It is Affecting Kendall County |
| REASON FOR AGENDA ITEM | To inform the Court of how the Border Crisis is affecting Kendall County |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Discussion and possible vote to seek a county court at law in the 87th Texas legislature |
| DEPARTMENT & PERSON MAKING REQUEST | Richard Elkins, Commissioner Precinct 2 |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 15 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on the subject of seeking a county court at law for Kendall County and approval of a resolution to the Texas legislature requesting same. |
| REASON FOR AGENDA ITEM | To evaluate the need for a county court at law in Kendall County |
| IS THERE DOCUMENTATION | No |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Rotating Justice Court Clerk |
| DEPARTMENT & PERSON MAKING REQUEST | Richard Chapman, Commissioner Precinct 3 |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action concerning the supervision of the Rotating Justice Court Clerk. |
| REASON FOR AGENDA ITEM | Evaluation of supervision responsibilities |
| WHO WILL THIS AFFECT? | JP offices |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

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|--|---|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Asbestos Abatement |
| DEPARTMENT & PERSON MAKING REQUEST | Robert Kinsey, Facilities Manager |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on the approval of a bid from asbestos abatement contractor American Abatement for asbestos removal from the Comfort EMS building. |
| REASON FOR AGENDA ITEM | Asbestos removal is necessary prior to the completion of renovation of the building and must be performed by a qualified contractor. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

| | |
|--|--|
| COMMISSIONER COURT DATE: 4/12/2021 OPEN SESSION | |
| SUBJECT | Asbestos Abatement |
| DEPARTMENT & PERSON MAKING REQUEST | Robert Kinsey, Facilities Manager |
| PHONE # OR EXTENSION # | 830-249-9343 |
| TIME NEEDED FOR PRESENTATION | 5 minutes |
| WORDING OF AGENDA ITEM | Consideration and action on the approval of a bid from asbestos abatement contractor American Abatement for asbestos removal from the future facilities department office. |
| REASON FOR AGENDA ITEM | Asbestos removal is necessary prior to the completion of renovation of the building and must be performed by a qualified contractor. |
| WHO WILL THIS AFFECT? | Kendall County |
| ADDITIONAL INFORMATION | None |