



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021
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 June 28 and July 7-8, 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

COMMISSIONER COURT DATE: 7/12/2021
OPEN SESSION

SUBJECT	Retirement Plaque July 2021
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Dorothy Schindler Sheriff's Office 16 years
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021 OPEN SESSION	
SUBJECT	FY2021 Budget Admendments
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: JULY 12, 2021

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

INFORMATION TECHNOLOGY:

10-415-54523	SOFTWARE MAINTENANCE	+	20,163
10-415-55520	SOFTWARE	-	20,163

COUNTY AUDITOR:

10-495-51020	APPOINTED OFFICIALS	+	524
10-495-54270	CONFERENCE/TRAINING	-	524

COURTHOUSE & RELATED BLDGS:

10-510-55130	CAPITAL PROJECTS - BUILDING CONSTRUCTION	+	5,000
10-510-54500	BUILDINGS - REPAIR & MAINT	-	5,000

E.M.S.:

10-540-55130	CAPITAL PROJECTS - BUILDING CONSTRUCTION	+	9,300
10-540-54075	EMS BILLING COLLECTIONS	-	9,300

RURAL FIRE:

10-545-51530	COMPENSATION PAYOUT	+	8,668
10-545-51030	ASSISTANTS	-	1,970
10-545-51150	FACILITY MANAGER	-	3,800
10-545-54270	CONFERENCE/TRAINING	-	2,898

COMFORT VFD:

10-546-54540	VEHICLE - REPAIR & MAINTENANCE	+	1,000
10-546-53330	OPERATING	-	1,000

CONSTABLE, PCT. 4:

10-554-54540	VEHICLE - REPAIR & MAINTENANCE	+	700
10-554-54270	CONFERENCE/TRAINING	-	700

COUNTY SHERIFF:

10-560-51530	COMPENSATION PAYOUT	+	1,992
10-560-51300	INVESTIGATIONS	-	1,992

JUVENILE PROBATION:

10-570-54861	CONTRACT SERVICES	+	13,000
10-570-54095	RESIDENTIAL FUNDS	-	13,000

RECYCLING:

10-597-53330	OPERATING	+	275
10-597-54861	CONTRACT SERVICES	-	275

ROAD & BRIDGE DEPT:

10-620-51530	COMPENSATION PAYOUT	+	13,935
10-620-51420	ROAD EMPLOYEES	-	13,935

PARKS:

10-660-55900	OTHER CAPITAL OUTLAY	+	8,700
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	8,700

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 12, 2021

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

COUNTY EXTENSION SERVICE:

10-665-52100	EMPLOYEE INSURANCE BENEFIT	+	3,317
10-665-52010	SOCIAL SECURITY TAXES	-	1,000
10-665-52030	RETIREMENT	-	2,317

ROAD & BRIDGE FUND:

11-620-55300	MACHINERY & EQUIPMENT	+	129,000
11-620-54720	CONT SERV - SEAL COAT WORK	-	129,000

ELECTION SERVICES CONTRACT FUND:

42-404-51490	TEMPORARY	+	16,545
42-404-52010	SOCIAL SECURITY TAXES	+	473
42-404-53330	OPERATING	+	6,168
42-404-56725	HAVA - CARES ACT GRANT	+	23,294
42-404-55900	OTHER CAPITAL OUTLAY	-	46,480



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021 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: 7/12/2021 OPEN SESSION	
SUBJECT	Accept Donations
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	839-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and action on accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
REASON FOR AGENDA ITEM	Accept donations received in June 2021.
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court July 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 June 1, 2021 to June 30, 2021.

Monetary Donations:

Date	Amount	Received From	Description of Donation	Specific Department or Purpose
06/01/21	\$ 25.00	Mary Carter	Credit Card	Animal Control
06/01/21	\$ 100.00	Cathleen Tilley	Cash	Animal Control
06/01/21	\$ 100.00	Trudy Kennedy	Cash	Animal Control
06/03/21	\$ 35.00	Janeen Castillo	Cash	Animal Control
06/04/21	\$ 10,000.00	Alfred Windeler	Cash	Animal Control
06/05/21	\$ 5.00	Anonymous	Cash	Animal Control
06/05/21	\$ 250.00	Gail Barnes	Credit Card	Animal Control
06/06/21	\$ 100.00	John Kester	Credit Card	Animal Control
06/10/21	\$ 75.00	Jeanette E. Herwig & Roger Herwig	Check	EMS
06/10/21	\$ 50.00	Sally Cooper	Cash	Animal Control
06/12/21	\$ 70.00	San Antonio BMW RA	Cash	Animal Control
06/14/21	\$ 100.00	Belinda Susser	Cash	Animal Control
06/14/21	\$ 11.94	Unity Church of Boerne	Cash	Animal Control
06/14/21	\$ 16.00	Sofia Hinojosa	Cash	Animal Control
06/15/21	\$ 25.00	Suzanne Ferguson	Cash	Animal Control
06/15/21	\$ 20.00	Mason Cmiloam	Cash	Animal Control
06/15/21	\$ 250.00	Elizabeth McMillion	Cash	Animal Control
06/18/21	\$ 10.00	Marsha DePalo	Cash	Animal Control
06/19/21	\$ 200.00	Gavin Bromfield	Cash	Animal Control
06/21/21	\$ 200.00	Michael Brady	Cash	Animal Control
06/23/21	\$ 100.00	M.A. (Tony) McRedmond, Jr.	Cash	EMS
06/24/21	\$ 650.00	The Cenrurions of Kendall County	Cash	Sheriff's Office
06/24/21	\$ 1,100.00	Tapatio Property Owners	Cash	Sheriff's Office
06/24/21	\$ 1,100.00	Tapatio Property Owners, LLC	Check	EMS
06/24/21	\$ 125.00	David Phelps	Credit Card	Animal Control
06/26/21	\$ 200.00	Hope for Heros	Cash	Animal Control
06/28/21	\$ 25.00	Sue Wolf	Cash	Animal Control

Other Donations:

Date		Received From	Description of Donation	Specific Department or Purpose
06/14/21	N/A	Kenneth Thompson	Kennel	Animal Control



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021 OPEN SESSION	
SUBJECT	Cash Summary at Frost Bank April & May 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 April & May 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 April 30, 2021

		Receipts	Disbursements	
	Beg Balance	(includes Journal Entries and Transfers In)	(includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 3,585,264.27	\$ 3,047,727.83	\$ 3,732,619.30	\$ 2,900,372.80
11-Road & Bridge	\$ 723,095.32	\$ 2,092,474.16	\$ 71,637.91	\$ 2,743,931.57
13-Courthouse Security	\$ 37,553.75	\$ 3,480.45	\$ 890.62	\$ 40,143.58
15-Lateral Road & Bridge	\$ 38,999.18	\$ -	\$ 14.79	\$ 38,984.39
16-Court Reporter Service	\$ 17,094.04	\$ 1,201.28	\$ -	\$ 18,295.32
17-Attorney-Hot Check	\$ 37.61	\$ -	\$ -	\$ 37.61
19-Records Mgmt (County Clerk)	\$ 89,769.94	\$ 15,670.00	\$ 16,510.53	\$ 88,929.41
20-Law Library	\$ 69,885.41	\$ 2,660.00	\$ 2,479.34	\$ 70,066.07
21-Justice Court Technology	\$ 64,701.35	\$ 1,149.77	\$ 18,240.00	\$ 47,611.12
22-Justice Court Building Security	\$ 37,692.67	\$ 74.78	\$ -	\$ 37,767.45
23-County & District Technology	\$ 18,622.06	\$ 335.42	\$ -	\$ 18,957.48
24-Alternative Dispute Resolution	\$ 2,160.00	\$ 1,330.00	\$ 3,490.00	\$ -
25-District Clerk Records Mgmt	\$ 20,130.95	\$ 1,736.31	\$ 4,500.00	\$ 17,367.26
26-County Clerk Rec. Archive Fund	\$ 108,113.66	\$ 15,505.00	\$ 19.01	\$ 123,599.65
27-Vital Statistics Records	\$ 1,148.65	\$ 64.00	\$ -	\$ 1,212.65
28-Pre-Trial Intervention	\$ 7,365.15	\$ 2,471.00	\$ 4,732.59	\$ 5,103.56
29-LEOSE Training	\$ 58,435.42	\$ -	\$ 1,336.81	\$ 57,098.61
30-County Jury Fund	\$ 478.40	\$ 47.71	\$ -	\$ 526.11
33-Juv Probation-State Grant	\$ 49,559.80	\$ 17,939.00	\$ 18,817.63	\$ 48,681.17
34-Juv Probation Title IV E	\$ 6,343.64	\$ -	\$ 84.46	\$ 6,259.18
35-Juvenile Probation	\$ -	\$ -	\$ -	\$ -
36-Local Truancy Prev & Diversion	\$ 15,855.81	\$ 1,053.27	\$ -	\$ 16,909.08
41-MVDIT Interest	\$ 16,485.66	\$ 1,515.87	\$ 907.64	\$ 17,093.89
42-Election Services Contract Fund	\$ 15,598.86	\$ 587.48	\$ -	\$ 16,186.34
43-Fire Inspection & Permit Fund	\$ 79,058.44	\$ 995.00	\$ 27,002.86	\$ 53,050.58
50-Crime Victims Grant	\$ (50,706.63)	\$ 40,290.26	\$ 16,294.87	\$ (26,711.24)
51-VAWA Grant	\$ (32,808.68)	\$ 20,948.53	\$ 12,738.06	\$ (24,598.21)
80-Tobacco Settlement	\$ 10,623.01	\$ 36,237.16	\$ 203.34	\$ 46,656.83
81-Historical Commission	\$ 10,932.13	\$ -	\$ 2,107.00	\$ 8,825.13
82-County Donations	\$ 99,632.42	\$ 990.00	\$ -	\$ 100,622.42
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
89-Bond Forfeiture Commission	\$ 22,445.13	\$ 26.30	\$ -	\$ 22,471.43
93-Texas State Fees	\$ 265,284.25	\$ 65,881.89	\$ 129,939.29	\$ 201,226.85
CASH BALANCES	\$ 5,393,804.42	\$ 5,372,392.47	\$ 4,064,566.05	\$ 6,701,630.84

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING April 30, 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	\$ 183,407.28	\$ 23,404.64	\$ -	\$ 206,811.92
63-Series 2013 UnLimited Tax Road Bond	\$ 181,617.55	\$ 18,483.48	\$ -	\$ 200,101.03
64-Series 2014 Limited Tax Refunding	\$ 8.73	\$ -	\$ -	\$ 8.73
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 217,871.75	\$ 4,769.84	\$ -	\$ 222,641.59
72-Law Enforcement Center Project	\$ 14,159.03	\$ 0.10	\$ -	\$ 14,159.13
85-Local S.O. Forfeiture	\$ 20,900.72	\$ 0.15	\$ -	\$ 20,900.87
87-Federal S.O. Forfeiture	\$ 6,447.24	\$ 0.05	\$ 85.99	\$ 6,361.30
88-CDA Asset Forfeiture	\$ 59,290.55	\$ 653.56	\$ -	\$ 59,944.11
90-Trust Account	\$ 95.18	\$ -	\$ -	\$ 95.18
96-Public Grants *	\$ (2,944.15)	\$ -	\$ -	\$ (2,944.15)
CASH BALANCES	\$ 680,853.88	\$ 47,311.82	\$ 85.99	\$ 728,079.71
*Waiting on Grant Money From TDA				

Examined and Approved by Auditor's office

Corinna Speer, Auditor

Date

6/18/21

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK

Month ending May 31, 2021

		Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	
	Beg Balance			Ending Balance
10-General Fund	\$ 2,900,372.80	\$ 1,042,867.49	\$ 2,006,450.71	\$ 1,936,789.58
11-Road & Bridge	\$ 2,743,931.57	\$ 28,428.89	\$ 126,258.12	\$ 2,646,102.34
13-Courthouse Security	\$ 40,143.58	\$ 4,120.60	\$ 800.49	\$ 43,463.69
15-Lateral Road & Bridge	\$ 38,984.39	\$ -	\$ 13.54	\$ 38,970.85
16-Court Reporter Service	\$ 18,295.32	\$ 945.35	\$ -	\$ 19,240.67
17-Attorney-Hot Check	\$ 37.61	\$ -	\$ -	\$ 37.61
19-Records Mgmt (County Clerk)	\$ 88,929.41	\$ 16,365.00	\$ 4,648.20	\$ 100,646.21
20-Law Library	\$ 70,066.07	\$ 2,030.00	\$ 1,142.67	\$ 70,953.40
21-Justice Court Technology	\$ 47,611.12	\$ 1,430.01	\$ -	\$ 49,041.13
22-Justice Court Building Security	\$ 37,767.45	\$ 50.22	\$ -	\$ 37,817.67
23-County & District Technology	\$ 18,957.48	\$ 371.37	\$ -	\$ 19,328.85
24-Alternative Dispute Resolution	\$ -	\$ 1,035.00	\$ -	\$ 1,035.00
25-District Clerk Records Mgmt	\$ 17,367.26	\$ 2,362.95	\$ -	\$ 19,730.21
26-County Clerk Rec. Archive Fund	\$ 123,599.65	\$ 16,490.00	\$ 17.46	\$ 140,072.19
27-Vital Statistics Records	\$ 1,212.65	\$ 68.00	\$ -	\$ 1,280.65
28-Pre-Trial Intervention	\$ 5,103.56	\$ 2,575.00	\$ 3,389.99	\$ 4,288.57
29-LEOSE Training	\$ 57,098.61	\$ -	\$ -	\$ 57,098.61
30-County Jury Fund	\$ 526.11	\$ 68.44	\$ -	\$ 594.55
33-Juv Probation-State Grant	\$ 48,681.17	\$ 17,938.00	\$ 10,071.24	\$ 56,547.93
34-Juv Probation Title IV E	\$ 6,259.18	\$ -	\$ 147.96	\$ 6,111.22
35-Juvenile Probation	\$ -	\$ -	\$ 4,112.26	\$ (4,112.26)
36-Local Truancy Prev & Diversion	\$ 16,909.08	\$ 1,531.38	\$ -	\$ 18,440.46
41-MVDIT Interest	\$ 17,093.89	\$ -	\$ 922.23	\$ 16,171.66
42-Election Services Contract Fund	\$ 16,186.34	\$ -	\$ 6,682.99	\$ 9,503.35
43-Fire Inspection & Permit Fund	\$ 53,050.58	\$ 9,381.00	\$ 5,393.83	\$ 57,037.75
50-Crime Victims Grant	\$ (26,711.24)	\$ -	\$ 11,851.94	\$ (38,563.18)
51-VAWA Grant	\$ (24,598.21)	\$ -	\$ 8,702.34	\$ (33,300.55)
80-Tobacco Settlement	\$ 46,656.83	\$ -	\$ -	\$ 46,656.83
81-Historical Commission	\$ 8,825.13	\$ -	\$ 116.91	\$ 8,708.22
82-County Donations	\$ 100,622.42	\$ 1,045.00	\$ -	\$ 101,667.42
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
89-Bond Forfeiture Commission	\$ 22,471.43	\$ 404.14	\$ -	\$ 22,875.57
93-Texas State Fees	\$ 201,226.85	\$ 61,697.70	\$ -	\$ 262,924.55
CASH BALANCES	\$ 6,701,630.84	\$ 1,211,205.54	\$ 2,190,722.88	\$ 5,722,113.50

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING May 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	\$ 206,811.92	\$ 12,587.63	\$ 205,000.00	\$ 14,399.55
63-Series 2013 UnLimited Tax Road Bond	\$ 200,101.03	\$ 9,975.68	\$ 200,000.00	\$ 10,076.71
64-Series 2014 Limited Tax Refunding	\$ 8.73	\$ -	\$ -	\$ 8.73
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 222,641.59	\$ 2,568.80	\$ 220,000.00	\$ 5,210.39
72-Law Enforcement Center Project	\$ 14,159.13	\$ 0.11	\$ -	\$ 14,159.24
85-Local S.O. Forfeiture	\$ 20,900.87	\$ 1,693.37	\$ -	\$ 22,594.24
87-Federal S.O. Forfeiture	\$ 6,361.30	\$ 0.05	\$ 125.47	\$ 6,235.88
88-CDA Asset Forfeiture	\$ 59,944.11	\$ 4,501.78	\$ -	\$ 64,445.89
90-Trust Account	\$ 95.18	\$ -	\$ -	\$ 95.18
96-Public Grants *	\$ (2,944.15)	\$ -	\$ -	\$ (2,944.15)
CASH BALANCES	\$ 728,079.71	\$ 31,327.42	\$ 625,125.47	\$ 134,281.66
*Waiting on Grant Money From TDA				

Examined and Approved by Auditor's office

Corinna Speed, Auditor

Date

6-21-21



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021 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: 7/12/2021 OPEN SESSION	
SUBJECT	Administrative penalty against Newsom Wineries
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard, General Counsel
PHONE # OR EXTENSION #	830-249-9343 Ext. 303
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Consideration and action authorizing an administrative penalty against Newsom Vineyards @ Comfort, LLC in order to enforce Kendall County health regulations.
REASON FOR AGENDA ITEM	Staff has worked with the owner(s) of Newsom Vineyards to obtain compliance but have been unsuccessful.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

**AN ENFORCEMENT ACTION ASSESSING PENALTIES FOR VIOLATIONS OF
KENDALL COUNTY HEALTH AND SAFETY RULES AGAINST
NEWSOM VINEYARDS @ COMFORT, LLC**

Background

Newsom Vineyards @ Comfort, LLC ("Newsom") is a wine tasting venue located at 717 Front St. in Comfort, Texas. Newsom is permitted by the Texas Alcoholic Beverage Commission and Kendall County, as an establishment (an action to revoke the Kendall County permit has been initiated).

Newsom is a venue and is required to comply with applicable sections of the Kendall County TFER. Newsom was permitted on February 25, 2021, permit # 21-299. Inspections conducted on 9/3/20 and 3/1/21 revealed several areas of non-compliance. To date, no remedial action has occurred.

Newsom is a Texas LLC, effective January 19, 2016, and its registered agent, Nolan Doyle Newsom, may be served at: 717 FRONT ST, COMFORT, Texas 78013.

Inspections

Inspections were conducted on 9/3/2020 and 3/1/2021. Mr. Newsom was provided a copy of the inspection reports and informed during the inspection a three compartment sinks, hand sink and mop sink is required. Mr. Newsom requested additional time to have the sinks installed and agreed to install the sinks within 6 months from 9/16/2020.

Violations

§228.223 (e)(1) Manual. A three compartment sinks shall be used if washing, rinsing and sanitizing of utensils and equipment is done manually; or a two compartment sinks may be utilized if single service tableware is provided, and if an approved detergent sanitizer is used.

228.148 Plumbing, Location and Placement. (a) Handwashing facilities. A handwashing facility shall be located: (1) to allow convenient use by employees in food preparation, food dispensing, and ware washing areas; and (2) in, or immediately adjacent to, toilet rooms.

228.146(b) (b) Handwashing facility, installation. (1) A handwashing sink shall be equipped to provide water at a temperature of at least 38 degrees Celsius (100 degrees Fahrenheit) through a mixing valve or combination faucet. (2) A steam mixing valve may not be used at a handwashing sink. (3) A self-closing, slow-closing, or metering faucet shall provide a flow of water for at least 15 seconds without the need to reactivate the faucet.

228.147 (a) Handwashing facilities. (1) Except as specified in paragraphs (2) and (3) of this subsection, at least one handwashing lavatory, a number of handwashing lavatories necessary for their convenient use by employees in areas specified under §228.148 of this title, and not fewer than the number of handwashing lavatories required by the Plumbing Code shall be provided. Pf (2) If approved and capable of removing the types of soils encountered in the food operations involved, automatic handwashing facilities may be substituted for handwashing lavatories in a food establishment that has at least one handwashing lavatory. (3) If approved by the regulatory authority, when no food exposure exists and handwashing sinks are not conveniently available, such as in some Mobile Food Units or temporary food establishments or at some vending machine locations, employees may use chemically treated towelettes for handwashing.

228.38 (e) Where to Wash. Food employees shall clean their hands in a handwashing sink or approved automatic handwashing facility and may not clean their hands in a sink used for food preparation or ware washing or in a service sink or a curbed cleaning facility used for the disposal of mop water and similar liquid waste.

228.147 (c) Service sink. (1) At least one service sink or one curbed cleaning facility equipped with a floor drain shall be provided and conveniently located for the cleaning of mops or similar wet floor cleaning tools and for the disposal of mop water and similar liquid waste. (2) Toilets, urinals and showers may not be used as a service sink for the disposal of mop water and similar liquid waste.

CORRECTIVE ACTION

To comply with the minimum standards in accordance to the Texas Food Establishment Rules, a three compartment sinks, hand sink and mop sink shall be installed within 30 days of this notice.

ADMINISTRATIVE PENALTIES

The Kendall County TFER and the Texas Health and Safety Code authorizes a monetary penalty of not more than \$500 per day. The Kendall County Commissioners have concluded that a penalty of _____ should be assessed against Newsom for daily violations beginning February 25, 2021 thru July 11, 2021 (136 days).

The amount is based on:

(1) the seriousness of the violation, including the nature, circumstances, extent, and gravity of the violation – Newsom refused to comply with the minimum standards of the Kendall County rules for Food Establishments (“TFER”) by failing to have adequate equipment to comply with minimum standards for ware washing, hand washing and hazardous waste removal of biological and chemical removal. This violation represents failure to comply with the most basic of health standards, hygiene and food safety by assuring that glass ware is properly washed before and after use and that water sinks are used for separate processes to assure no cross contamination;

(2) the history of previous violations – Newsom was originally inspected on and verbally told that a permit was required and instructed that minimum standards would be required. Newsom has persistently refused to comply with minimum TFER requirements. It lied to county health personnel saying that it would comply. Newsom has failed to comply with TFER since _____ despite the County's attempts to gain voluntary compliance;

(3) the amount necessary to deter a future violation – Newsom is recalcitrant and refuses to comply with a relatively simply compliance standard.

(4) efforts to correct the violation – Newsom has made no effort to correct the violations despite the numerous attempts by county staff to get compliance

(5) any other matter that justice may require – numerous wineries, similarly situated as Newsom, voluntarily comply with the rules. Newsom gains an economic advantage by its failure to spend the money to comply.

ORDERED by Kendall County Commissioners Court, Boerne, Texas, this, the 12th day of July, 2021.

DARREL L. LUX
County Judge, Kendall County, Texas



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021
OPEN SESSION

SUBJECT	Request for Relief - 228 Holiday Road
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 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 10.131-acre tract out of a 66.755-acre parent tract. Access to the proposed tract would be over a 60-foot wide easement for roadway purposes to Holiday Road (Amber & Donald Boerner-Owners)
REASON FOR AGENDA ITEM	Request for Relief - 228 Holiday Road
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 6.24.2021
2. Location of Property: 228 Holiday Road
Compton, Texas
3. Name of Development (If Applicable): _____
4. Property Owner/Developer Name: Amber Lindon Boenker
+ Donald Dean Boenker
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

301.1150 - road frontage
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.
We only have 60' of access into
our property, so in order to convey
our son 10 acres, we will have to create an easment
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?
We want our son to have 10 acres of
our property.

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

NOT THAT WE AWARE OF.

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

NO, The Easement will go to a 10.131 ACRE tract which is wholly located on our property.



Property Owner Signature

Amber Boerner

Print Owner Name

6-24-2021

Date

~~XXXXXXXXXXXXXXXXXXXX~~

Phone Number



Property Owner Signature

Donald Boerner

Print Owner Name

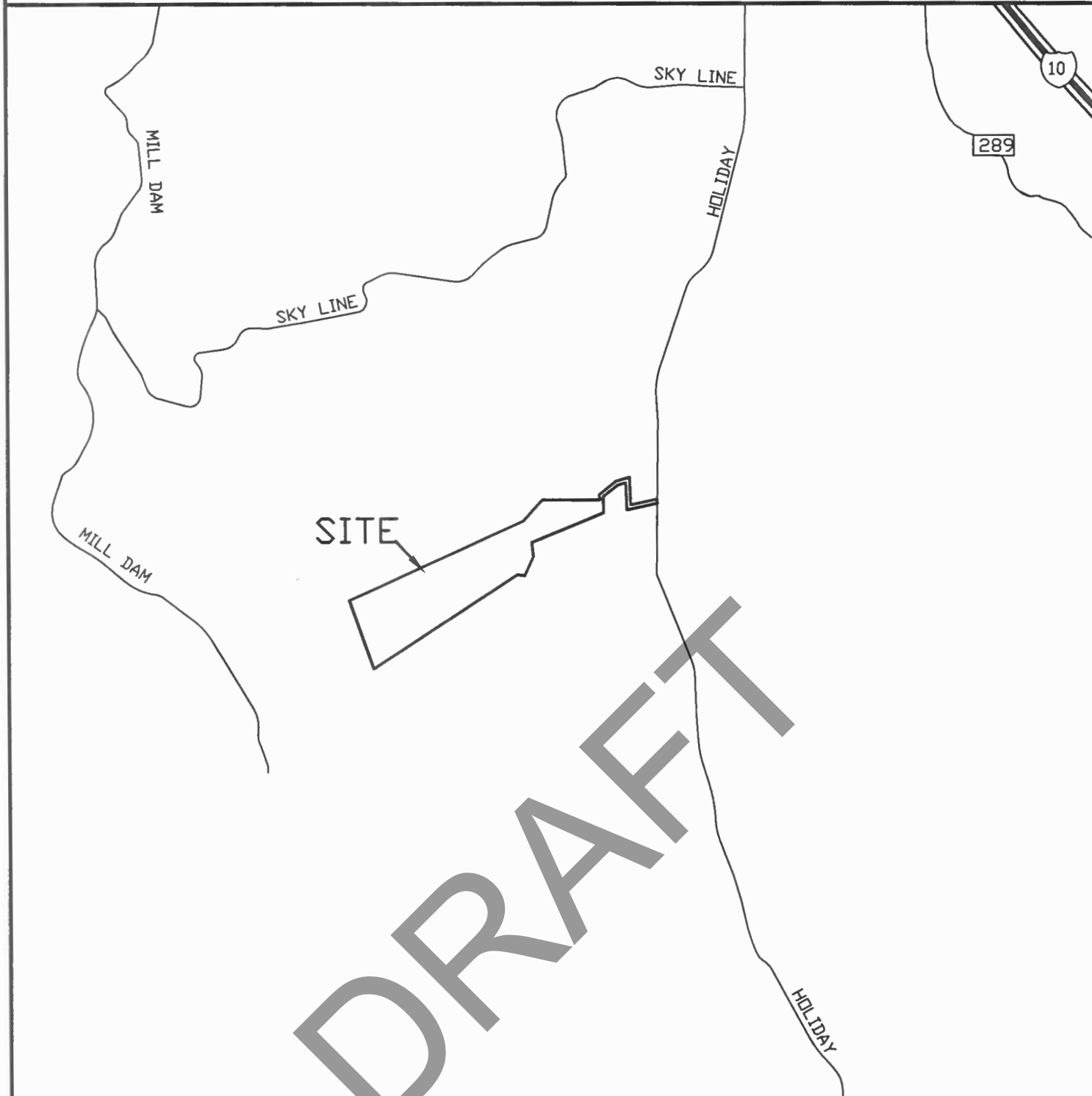
6-24-2021

Date

~~XXXXXXXXXXXXXXXXXXXX~~

Phone Number

AFFIDAVIT OF LAND LOCATION



LOCATION MAP

WE, AMBER SUZETTE LINDNER BOERNER AND DONALD DEAN BOERNER OWNERS, HEREBY AFFRIM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, OR LICENSED PROFESSIONAL ENGINEER, AND THAT IT DEPICTS THE 10.131 ACRE TRACT, THE 56.624 ACRE TRACT AND THE 4.556 "EASEMENT FOR ROADWAY PURPOSES" TO BE DIVIDED AS ILLUSTRATED, SUCH BEING OUT OF THE B.S. & F. SURVEY NO. 1, ABSTRACT NO. 74, AND THE C. & M. RR. CO. SURVEY NO. 245, ABSTRACT NO. 697, KENDALL COUNTY, TEXAS.

AMBER SUZETTE LINDNER BOERNER

DONALD DEAN BOERNER

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2021.

"NOTARY PUBLIC, STATE OF TEXAS"

REVIEWED AND APPROVED BY _____

DATE _____

KENDALL COUNTY DEVELOPMENT MANAGEMENT

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

AFFIDAVIT OF LAND LOCATION
EXISTING CONDITION



SCALE: 1" = 800'

B.S. & F
SURVEY NO. 1
ABSTRACT NO. 74

C. & M. RR. CO.
SURVEY NO. 245
ABSTRACT NO. 697

AMBER SUZETTE LINDNER BOERNER
AND SPOUSE, DONALD DEAN BOERNER
VOLUME 1564 PAGES 1104-1108
1.855 ACRES

AMBER LINDNER BOERNER
VOLUME 1703 PAGES 1011-1014
OFFICIAL RECORDS
52.195 ACRES

AFFIDAVIT OF LAND LOCATION
VOLUME 1733 PAGES 605-608
OFFICIAL RECORDS
66.755 ACRES

AMBER SUZETTE LINDNER BOERNER
AND DONALD DEAN BOERNER
VOLUME 717 PAGES 429-446
VOLUME 717 PAGES 447-449
VOLUME 717 PAGES 456-458
OFFICIAL RECORDS
REMAINING PORTION OF
43.194 ACRES

60.00'

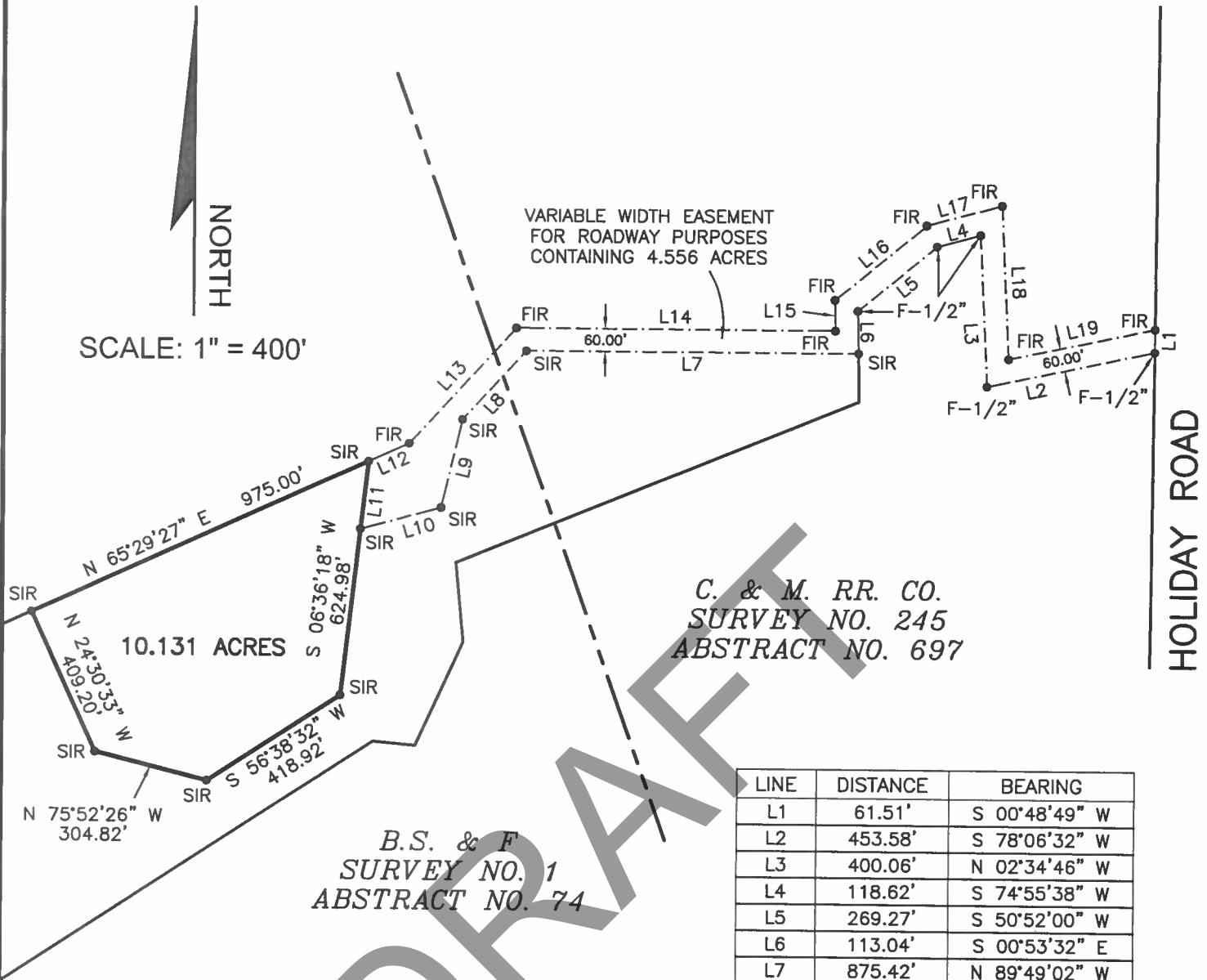
HOLIDAY ROAD

DEED LINE

APPROXIMATE SURVEY LINE

DRAFT

AFFIDAVIT OF LAND LOCATION



B.S. & F.
SURVEY NO. 1
ABSTRACT NO. 74

C. & M. RR. CO.
SURVEY NO. 245
ABSTRACT NO. 697



LEGEND:

- F-1/2" • FOUND 1/2" STEEL ROD
- SIR • SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
- FIR • FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP

LINE	DISTANCE	BEARING
L1	61.51'	S 00°48'49" W
L2	453.58'	S 78°06'32" W
L3	400.06'	N 02°34'46" W
L4	118.62'	S 74°55'38" W
L5	269.27'	S 50°52'00" W
L6	113.04'	S 00°53'32" E
L7	875.42'	N 89°49'02" W
L8	249.42'	S 42°17'54" W
L9	241.88'	S 13°11'55" W
L10	219.79'	S 74°39'21" W
L11	181.68'	N 06°36'18" E
L12	116.80'	N 65°29'27" E
L13	418.15'	N 42°17'54" E
L14	840.92'	S 89°49'02" E
L15	80.99'	N 00°54'24" W
L16	311.19'	N 50°52'00" E
L17	206.16'	N 74°55'38" E
L18	404.17'	S 02°34'46" E
L19	396.46'	N 78°06'32" E

SURVEY MAP SHOWING: A 10.131 acre tract out of the B.S. & F. Survey No. 1, Abstract No. 74, Kendall County, Texas and also being part of that certain 52.195 acre tract conveyed to Amber Lindner Boerner by deed recorded in Volume 1703, Pages 1011-1014, Official Records, Kendall County, Texas.

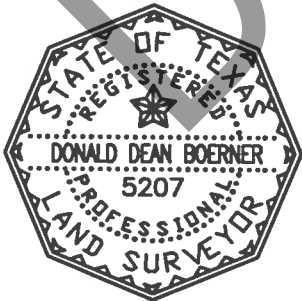
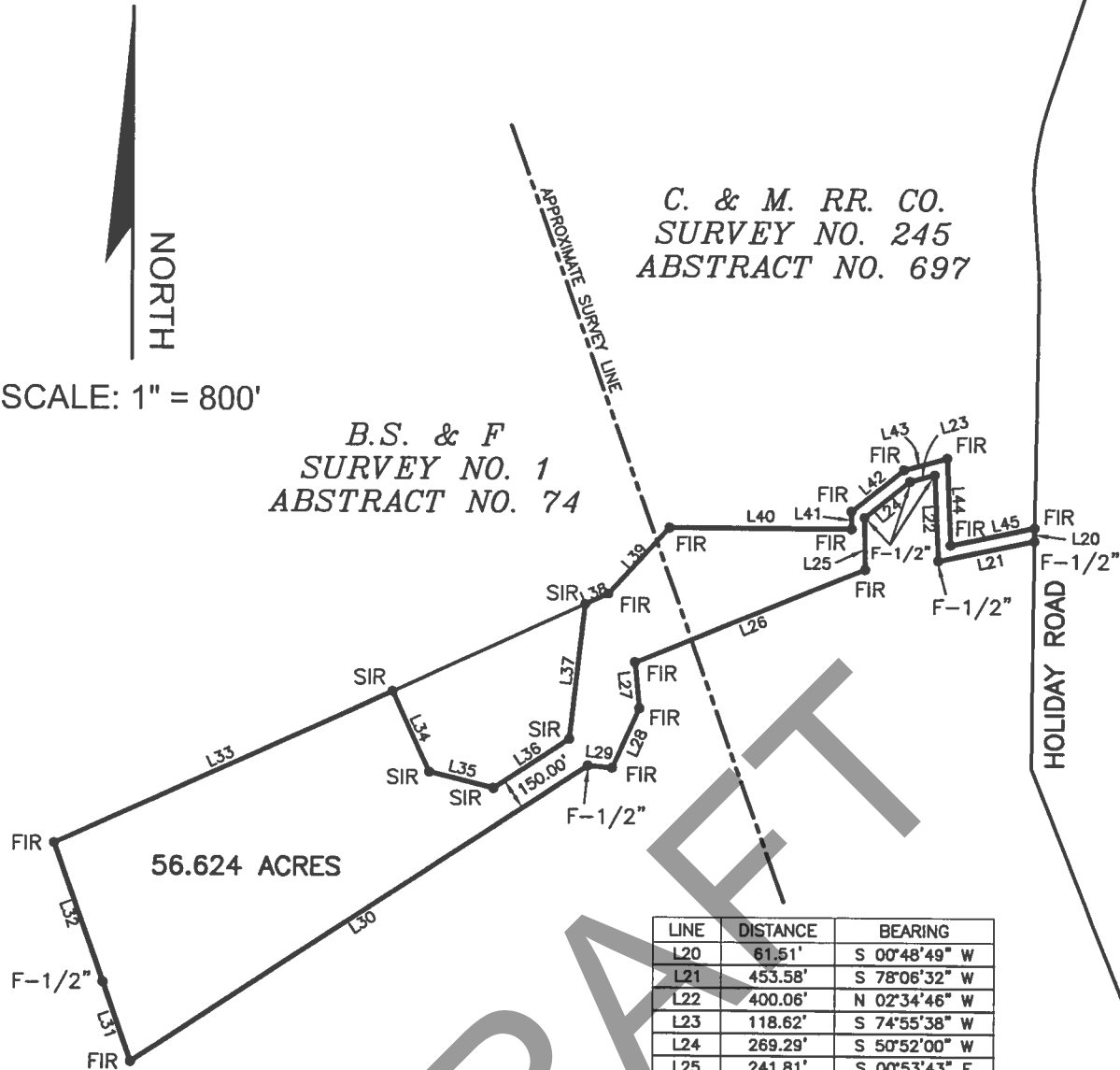
SURVEY MAP SHOWING: A variable width "Easement for Roadway Purposes" containing 4.556 acres of land out of the B.S. & F. Survey No. 1, Abstract No. 74 and the C. & M. RR. Co. Survey No. 245, Abstract No. 697, Kendall County, Texas and also being all of that certain 1.855 acre tract of land conveyed to Amber Suzette Lindner Boerner and spouse, Donald Dean Boerner by deed recorded in Volume 1564, Pages 1104-1108, Official Records, Kendall County, Texas and part of that certain 43.194 acre tract conveyed to Amber Suzette Lindner Boerner and Donald Dean Boerner by deeds recorded in Volume 717, Pages 429-446, Volume 717, Pages 447-449 and Volume 717, Pages 456-458, all of the Official Records, Kendall County, Texas.

- GENERAL NOTES:
- 1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
 - 2) THERE ARE NO WATER WELLS ON THE 10.131 ACRE TRACT OR THE 4.556 ACRE TRACT OF LAND.
 - 3) THERE ARE NO SEPTIC SYSTEMS ON THE 10.131 ACRE TRACT OR THE 4.556 ACRE TRACT OF LAND.

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

AFFIDAVIT OF LAND LOCATION



LEGEND:

- F-1/2" • FOUND 1/2" STEEL ROD
- SIR • SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
- FIR • FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP

LINE	DISTANCE	BEARING
L20	61.51'	S 00°48'49" W
L21	453.58'	S 78°06'32" W
L22	400.06'	N 02°34'46" W
L23	118.62'	S 74°55'38" W
L24	269.29'	S 50°52'00" W
L25	241.81'	S 00°53'43" E
L26	1145.68'	S 67°47'16" W
L27	211.34'	S 05°30'14" E
L28	303.04'	S 24°22'31" W
L29	111.96'	N 84°55'17" W
L30	2522.99'	S 56°38'32" W
L31	389.62'	N 19°16'55" W
L32	685.47'	N 19°18'27" W
L33	1715.49'	N 65°29'27" E
L34	409.20'	S 24°30'33" E
L35	304.82'	S 75°52'26" E
L36	418.92'	N 56°38'32" E
L37	624.98'	N 06°36'18" E
L38	116.80'	N 65°29'27" E
L39	418.15'	N 42°17'54" E
L40	840.92'	S 89°49'02" E
L41	80.99'	N 00°54'24" W
L42	311.19'	N 50°52'00" E
L43	206.16'	N 74°55'38" E
L44	404.17'	S 02°34'46" E
L45	396.46'	N 78°06'32" E

GENERAL NOTES:
1) BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) THERE ARE NO WATER WELLS ON THE 56.624 ACRE TRACT OF LAND.

3) THERE IS A SEPTIC SYSTEM ON THE 56.624 ACRE TRACT OF LAND.

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

SURVEY MAP SHOWING: A 56.624 acres of land being approximately 9.388 acres out of the C. & M. RR. Co. Survey No. 245, Abstract No. 697 and 47.236 acres out of the B.S. & F. Survey No. 1, Abstract No. 74, Kendall County, Texas and also being all of that certain 1.855 acre tract of land conveyed to Amber Suzette Lindner Boerner and spouse, Donald Dean Boerner by deed recorded in Volume 1564, Pages 1104-1108, Official Records, Kendall County, Texas, part of that certain 43.194 acre tract conveyed to Amber Suzette Lindner Boerner and Donald Dean Boerner by deeds recorded in Volume 717, Pages 429-446, Volume 717, Pages 447-449 and Volume 717, Pages 456-458, all of the Official Records, Kendall County, Texas and part of that certain 52.195 acre tract conveyed to Amber Lindner Boerner by deed recorded in Volume 1703, Pages 1011-1014, Official Records, Kendall County, Texas.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021
OPEN SESSION

SUBJECT	Request for Relief - 33 Lost Valley 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 for 33 Lost Valley Rd. The proposed division of 33 Lost Valley Road would create four 10(+)-acre tracts and a 59-acre tract of land out of a 99.58-acre parent tract. Access to the proposed tracts would be over an existing 50-foot wide easement (Lost Valley Rd. to Walnut Grove Rd) (Kyle Greco, Boerne Assets, LLC – Owner)
REASON FOR AGENDA ITEM	Request for Relief - 33 Lost Valley Rd.
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	Owner has prepared a flood study to establish flood elevations. Base Flood Elevations for the property and flood depth at each driveway will be shown on the Affidavit of Land Location. A flood gauge will be added at each floodplain crossing.



REQUEST FOR RELIEF (Variance)

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

1. Date 02/05/2021
2. Location of Property: 33 LOST VALLEY ROAD
3. Name of Development (If Applicable): NONE
4. Property Owner/Developer Name: BOERNE ASSETS LLC - KYLE GRECO

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

300.1100.1 Individual lots served by a water well and an individual on-site sewage facility (OSSF) must have a minimum frontage of 250 feet on a state highway or county road or a road constructed to county specifications.

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

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

The only access to our property is a 50' wide easement for road purposes recorded in Volume 345 pages 420-425, Kendall County, Official Records

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

I am trying to create a 20.000 acre tract of land, 19.000 acre tract of land and a 10.001 acre tract of land out of a 99.58 acre tract of land.

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.

No. The easement will remain unchanged.



Signature
Kyle Greco

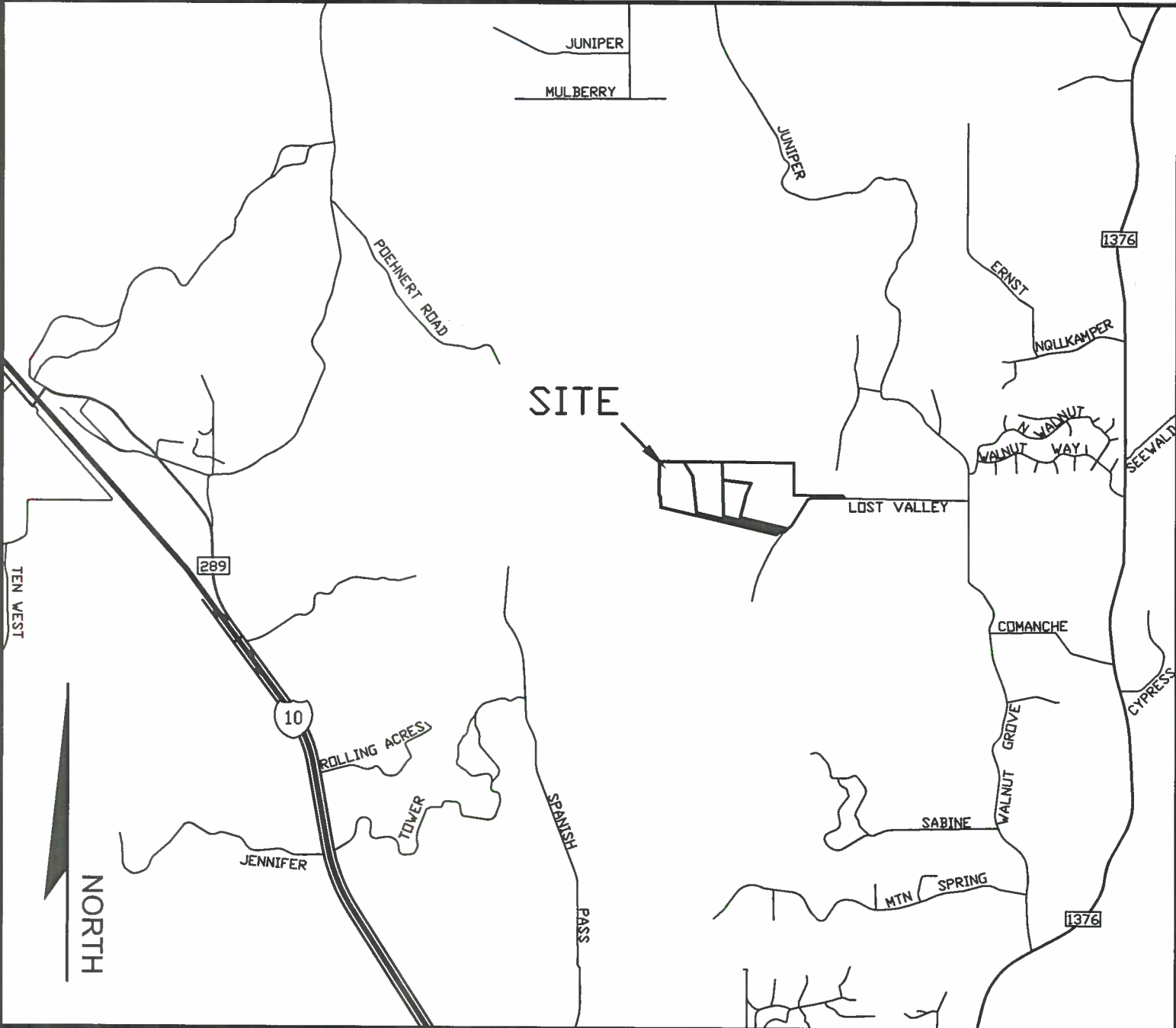
Printed Name



Phone Number
215/2021

Date

AFFIDAVIT OF LAND LOCATION



LOCATION MAP

WE, BOERNE ASSETS, LLC, OWNERS, HEREBY AFFIRM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, OR LICENSED PROFESSIONAL ENGINEER, AND THAT IT DEPICTS TRACT 1, A 20.000 ACRE TRACT OF LAND, TRACT 2, A 19.000 ACRE TRACT OF LAND AND TRACT 3, A 10.001 ACRE TRACT OF LAND TO BE DIVIDED AS ILLUSTRATED, SUCH BEING OUT OF THE J. SWEENEY SURVEY NO. 6, ABSTRACT NO. 433, R. MEADOWS SURVEY NO. 802, ABSTRACT NO. 1001, AND REINHARD SURVEY NO. 1118, ABSTRACT NO. 1259, KENDALL COUNTY, TEXAS

DRAFT

BOERNE ASSETS, LLC
KYLE GRECO – MANAGING MEMEBER

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2021.

"NOTARY PUBLIC, STATE OF TEXAS"

REVIEWED AND APPROVED BY _____

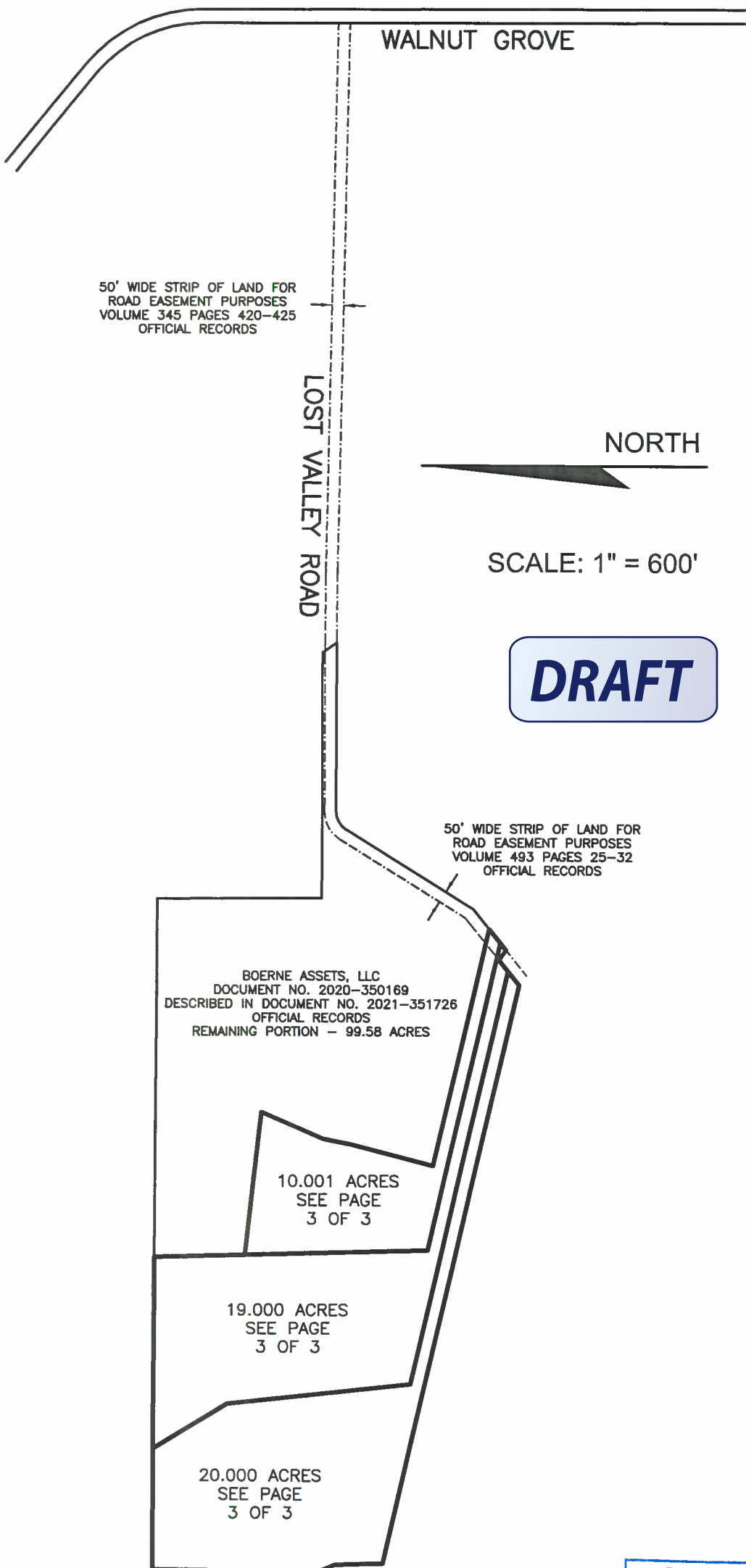
DATE _____ KENDALL COUNTY DEVELOPMENT MANAGEMENT

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

RECEIVED
FEB 05 2021
DEV/MGMT

AFFIDAVIT OF LAND LOCATION



DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

RECEIVED
FEB 05 2021
DEV/MGMT

AFFIDAVIT OF LAND LOCATION

RANDOLPH A. WISE AND CINDY L. WISE
VOLUME 502 PAGES 891-896
OFFICIAL RECORDS
REMAINING PORTION - 64.50 ACRES

SPANISH PASS ESTATES, LTD., A
TEXAS LIMITED PARTNERSHIP
VOLUME 1058 PAGES 612-625
OFFICIAL RECORDS
506.70 ACRES

J. SWEENEY
SURVEY NO. 6
ABSTRACT NO. 433

DAVID MARTINEZ AND WIFE,
DOLORES G. MARTINEZ
VOLUME 455 PAGES 164-169
OFFICIAL RECORDS
120.42 ACRES

LINE	DISTANCE	BEARING
L1	202.60'	N 01°35'13" W
L2	85.31'	N 22°02'06" W
L3	111.98'	S 89°55'03" E
L4	291.72'	S 23°29'18" W
L5	106.78'	S 10°52'31" W
L6	376.17'	S 14°24'55" W
L7	76.20'	S 51°08'29" W
L8	38.93'	S 51°08'29" W
L9	51.64'	N 53°43'50" W
L10	63.15'	S 51°12'36" W
L11	76.27'	S 51°12'36" W
L12	107.25'	S 51°08'29" W

BOERNE ASSETS, LLC
DOCUMENT NO. 2020-350169
DESCRIBED IN DOCUMENT NO. 2021-351726
OFFICIAL RECORDS
REMAINING PORTION - 99.58 ACRES

LIMITS OF SPECIAL FLOOD
HAZARD AREA ZONE A AS
SHOWN ON FLOOD INSURANCE
RATE MAP NO. 48259C0300F
DATED DECEMBER 17, 2010.

TRACT 1
20.000 ACRES
(NET AREA: 13.248 ACRES)
*SEE NOTE 5

TRACT 2
19.000 ACRES
(NET AREA: 14.198 ACRES)
*SEE NOTE 5

TRACT 3
10.001 ACRES
(NET AREA: 7.514 ACRES)
*SEE NOTE 5

R. MEADOWS
SURVEY NO. 802
ABSTRACT NO. 1001

JAMES A. HUDSON JR. AND
WINDY P. HUDSON
VOLUME 1568 PAGES 127-133
OFFICIAL RECORDS
19.76 ACRES

Z. BRUCE BOND
VOLUME 1123 PAGES 925-929
OFFICIAL RECORDS
0.24 ACRES

SPANISH PASS ESTATES, LTD., A
TEXAS LIMITED PARTNERSHIP
VOLUME 1058 PAGES 612-625
OFFICIAL RECORDS
506.70 ACRES

LESLEI HOWELLS MATT A/K/A LESLEI MATT AND
SPOUSE, MICHAEL E. MATT A/K/A MICHAEL MATT
DOCUMENT NO. 2021-351906
OFFICIAL RECORDS
10.58 ACRES

JOSEPH M. SARLI AND WIFE,
KAREN G. SARLI
VOLUME 374 PAGES 220-226
OFFICIAL RECORDS
50.013 ACRES

JOSEPH M. SARLI AND
WIFE, KAREN G. SARLI
VOLUME 493 PAGES 25-32
OFFICIAL RECORDS
50.036 ACRES

J. REINHARD
SURVEY NO. 1118
ABSTRACT NO. 1259

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- 2) THERE ARE NO WATER WELLS ON TRACT 1, A 20.000 ACRE TRACT OF LAND, TRACT 2, A 19.000 ACRE TRACT OF LAND.
- 3) THERE IS A WATER WELLS ON TRACT 3, A 10.001 ACRE TRACT OF LAND
- 4) THERE ARE NO SEPTIC SYSTEMS ON TRACT 1, A 20.000 ACRE TRACT OF LAND, TRACT 2, A 19.000 ACRE TRACT OF LAND AND TRACT 3, A 10.001 ACRE TRACT OF LAND
- 5) ACRES NET REPRESENTS AREA OUTSIDE OF A SPECIAL FLOOD HAZARD AREA. THIS AREA WAS CALCULATED BY OVERLAYING THE FEMA KENDALL COUNTY DFIRM MAP. NO ELEVATIONS OR FLOOD STUDY WAS DONE TO VERIFY THE LOCATION OF THE DFIRM LINE.

LEGEND:

- FIR FOUND 1/2" STEEL ROD
SIR SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
FPS FOUND STEEL ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP

DRAFT

NORTH

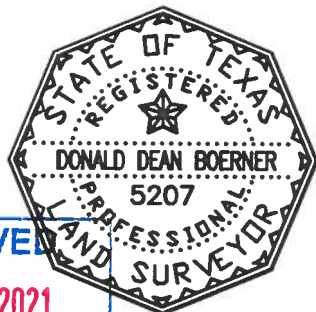
SCALE: 1" = 400'

PLAT SHOWING: Tract 1, a 20.000 acre tract of land, Tract 2, a 19.000 acre tract of land and Tract 3, a 10.001 acre tract of land out of the J. Sweeney Survey No. 6, Abstract No. 433, the R. Meadows Survey No. 802, Abstract No. 1001 and the J. Reinhard Survey No. 1118, Abstract No. 1259, Kendall County, Texas and being part of that certain 99.58 acre tract conveyed to Boerne Assets, LLC by deed recorded in Document No. 2020-350169, Official Records, Kendall County, Texas and being described in Document No. 2021-351726 Official Records, Kendall County, Texas.

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

RECEIVED
FEB 05 2021
DEV/MGMT





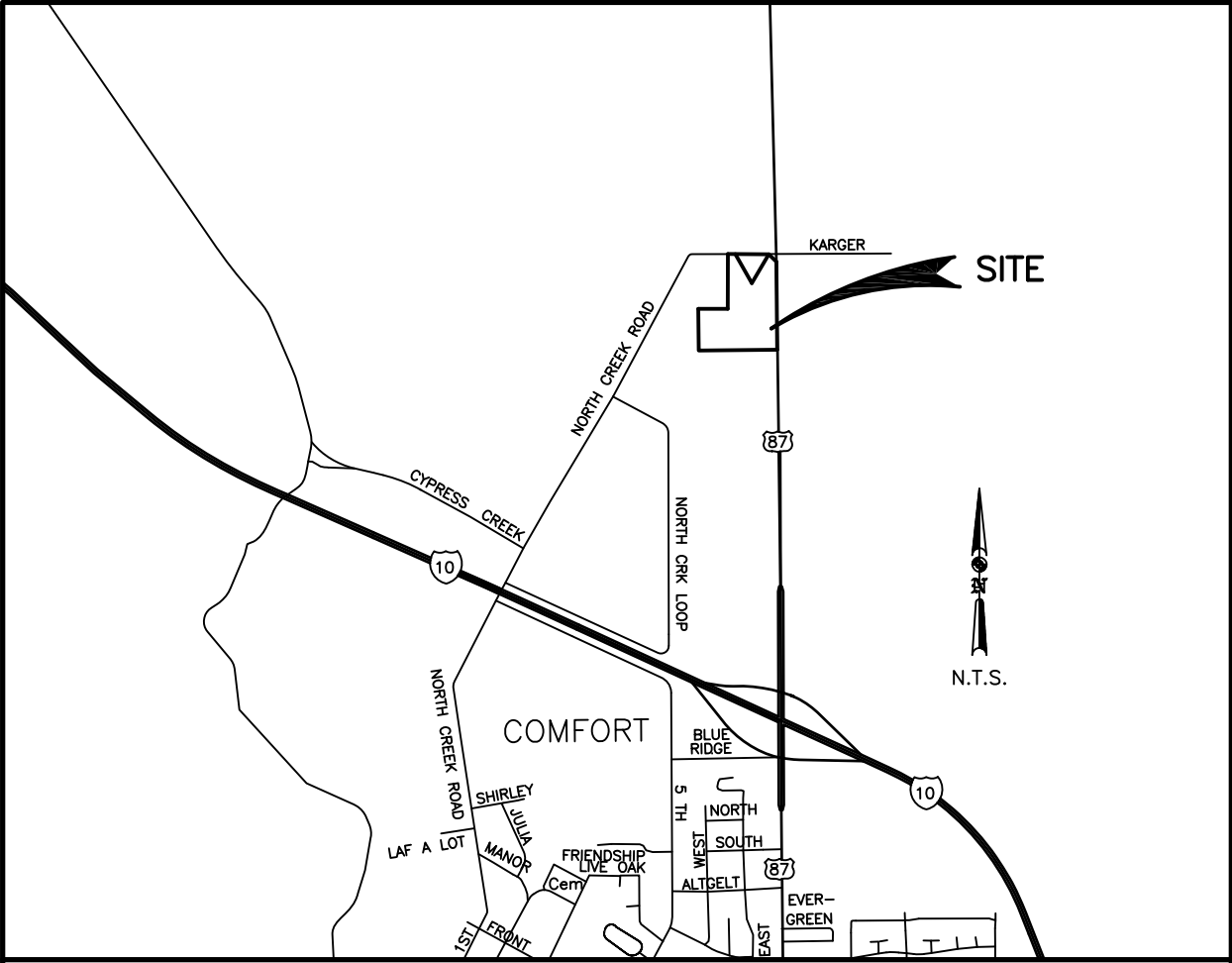
KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/24/2021 OPEN SESSION	
SUBJECT	Plat Revision - Comfort Outlot 76A
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 plat revision of Outlot 76A, Town of Comfort, Kendall County, Texas in accordance to Section 209 of the Kendall County Development Rules and Regulations. The proposed plat revision would create Outlot 76A-1, a 21.669-acre tract and Outlot 76A-2, a 1.954-acre tract out of a parent tract of 23.623 acres. Relief was granted on May 24, 2021 for minimum lot size. A public hearing was held on May 24, 2021. No one was present to speak on the proposed plat revision (Karen Fay Driskill – Owner)
REASON FOR AGENDA ITEM	Plat Revision - Comfort Outlot 76A
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	None

PLAT REVISION

CREATING OUTLOT 76A-1 AND OUTLOT 76A-2 TOWN OF COMFORT, KENDALL COUNTY, TEXAS

PLAT SHOWING: OUTLOT 76A-1, CONTAINING 21.669 ACRES AND
OUTLOT 76A-2, CONTAINING 1.954 ACRES BEING ALL OF OUTLOT
76A, TOWN OF COMFORT RECORDED IN VOLUME 8, PAGES
201-203, PLAT RECORDS, KENDALL COUNTY, TEXAS.



LOCATION MAP

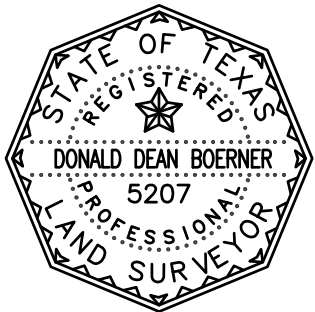
NOTES:

1. BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
2. FIELD SURVEY COMPLETED 04/30/2021.
3. WATER SERVICE SHALL BE PROVIDED BY A PRIVATE WATER WELL CONSTRUCTED ON THE LOT BY THE OWNER THEREOF, MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT AND TCEQ. WELLS SHALL HAVE A 100 FOOT SANITARY CONTROL EASEMENT UNLESS A SMALLER IS PERMITTED BY COW CREEK GROUNDWATER CONSERVATION DISTRICT.
4. SEWAGE FACILITIES SHALL BE PROVIDED BY A PRIVATE ON-SITE SEWAGE FACILITY CONSTRUCTED ON THE LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY, TEXAS AND TCEQ.
5. THESE LOTS ARE LOCATED WITHIN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
6. ELECTRICAL SERVICE IS PROVIDED BY CENTRAL TEXAS ELECTRIC COOPERATIVE.
7. TELEPHONE SERVICE IS PROVIDED BY HILL COUNTRY TELEPHONE COOPERATIVE.
8. THESE LOTS ARE NOT LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL INSURANCE RATE MAP: # 48259C0235 F DATED DECEMBER 17, 2010.
9. THESE LOTS ARE NOT LOCATED WITHIN THE ETJ OF ANY CITY MUNICIPALITY.
10. BEARINGS AND DISTANCES SHOWN ON THIS PLAT AS "RECORD", WERE TAKEN FROM PLAT RECORDED IN VOLUME 8, PAGES 201-203, PLAT RECORDS, KENDALL COUNTY, TEXAS.
11. THIS AMENDING PLAT DOES NOT CHANGE OR ALTER COVENANTS AND RESTRICTIONS BY PREVIOUS SUBDIVISION PLAT OR OTHER METHODS.
12. KENDALL COUNTY APPROVAL OF THIS DIVISION DOES NOT GRANT ACCESS TO U.S. HIGHWAY NO. 87. ACCESS PERMITS ARE GRANTED BY TEXAS DEPARTMENT OF TRANSPORTATION.
13. REQUEST FOR RELIEF GRANTED ON MAY 24, 2021 FOR MINIMUM LOT SIZE IN ACCORDANCE TO SECTIONS 300.1100 OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATION.

SURVEYORS CERTIFICATE:

STATE OF TEXAS
COUNTY OF KENDALL

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



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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2021.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

DATE: 04-28-2021

JOB# 16-294

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

ENGINEER

STATE OF TEXAS
COUNTY OF KENDALL

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

KAREN FAY DRISKILL

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2021.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TxDOT Notes:

(1) For developments directly adjacent to State right-of-way, the developer and/or landowner shall be responsible for adequate setback and/or sound abatement measures for present and/or future noise mitigation.

(2) The developer and/or the future landowner is responsible for preventing any adverse impact to TxDOT highway and drainage system within in the right-of-way. A hydraulic review is required.

(3) Intersection and/or Driveway access to the state highway will be regulated as directed by the current edition of the TxDOT Access Management Manual.

(4) If sidewalks are required by TxDOT or the appropriate City ordinance the location, the design, and specifications shall adhere to TxDOT requirements when permitted in TxDOT Right-of-Way. A TDLR inspection report will be required. A sidewalk easement is required.

(5) TxDOT will use the current editions of the appropriate manuals when issuing permits. Typical manuals used, but not limited to are: TxDOT Access Management Manual, San Antonio District Driveway, Sidewalk, Landscaping, and Drainage Permit Package, TxDOT Roadway Design Manual, TxDOT Hydraulic Manual, TxDOT Construction Specifications, and TxDOT Standard Sheets when the site develops.

STATE OF TEXAS
COUNTY OF KENDALL

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

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

_____, 2021

AT ___ O'CLOCK ___ M IN THE PLAT RECORDS OF KENDALL COUNTY TEXAS,

DOCUMENT NO _____.

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

BY _____ DEPUTY

THIS PLAT REVISION OF OUTLOT 76A-1 AND OUTLOT 76A-2, TOWN OF COMFORT, KENDALL COUNTY, TEXAS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COURT.

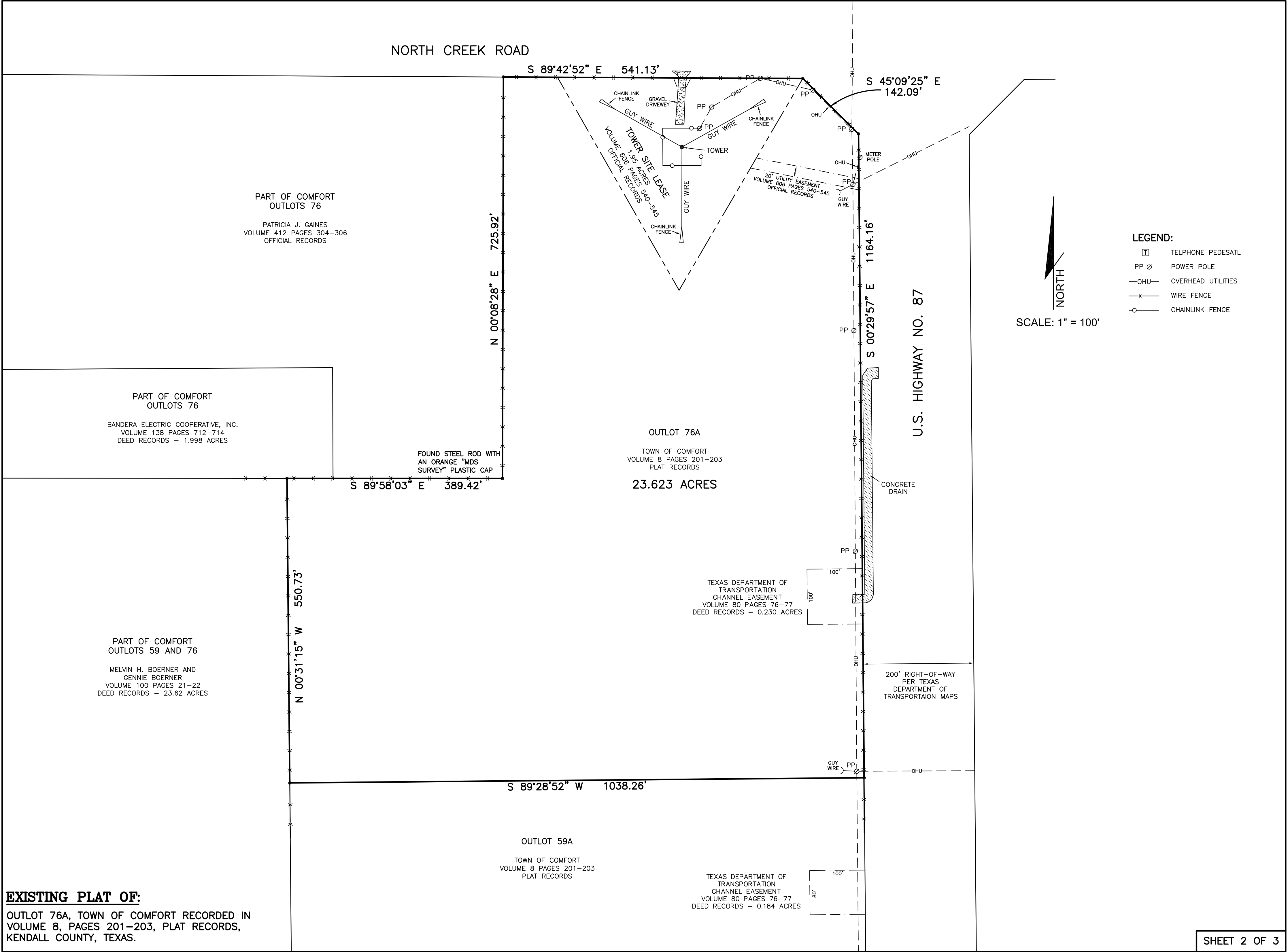
COUNTY JUDGE

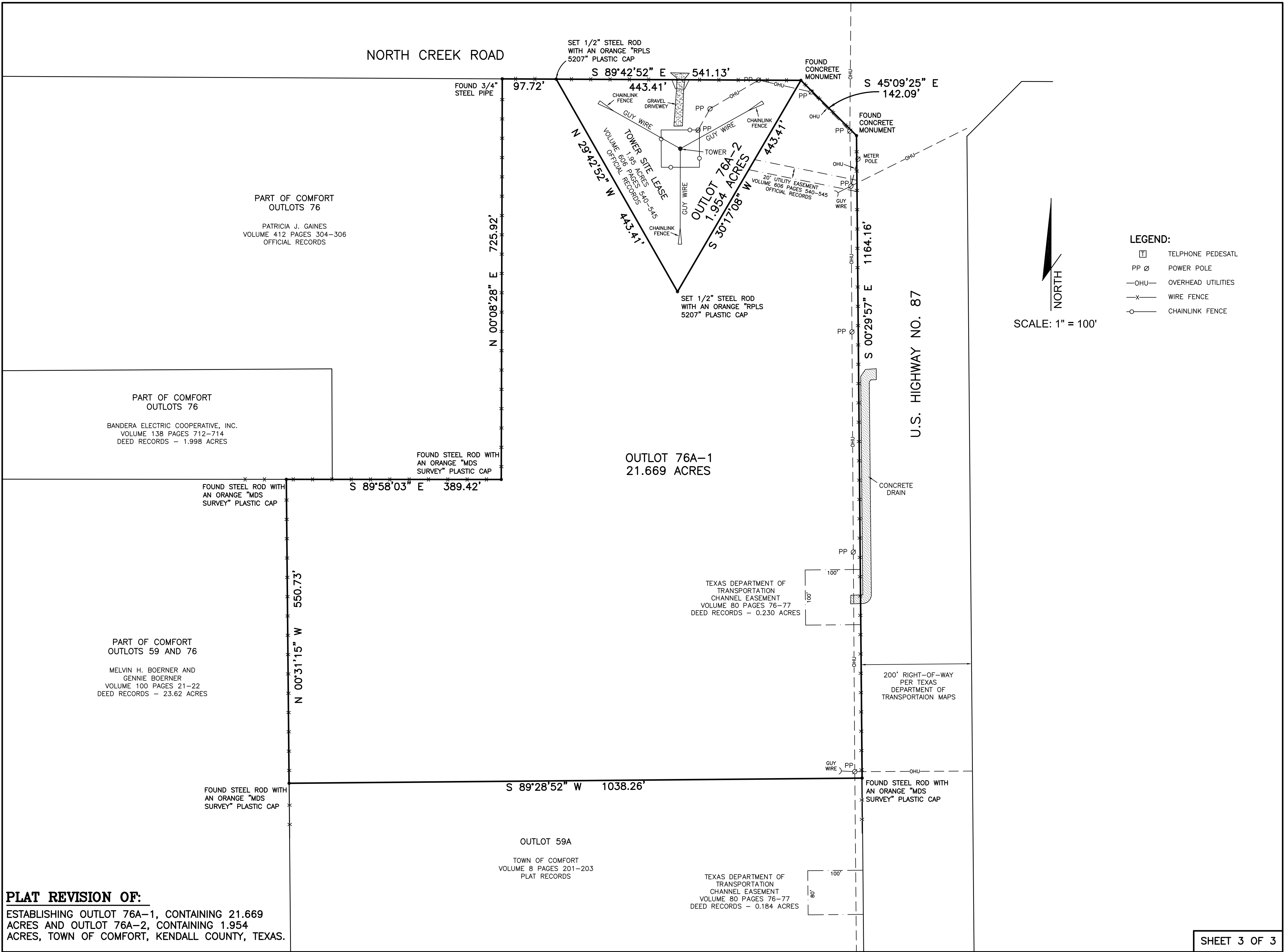
COMMISSIONER PRECINCT NO.1

COMMISSIONER PRECINCT NO.2

COMMISSIONER PRECINCT NO.3

COMMISSIONER PRECINCT NO.4







KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021
OPEN SESSION

SUBJECT	HVAC failure at the training room LEC
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and possible action to investigate and remedy the HVAC failure at the Law Enforcement Center training room.
REASON FOR AGENDA ITEM	The HVAC system at the LEC training room fails to remove humidity from the air and creates an atmosphere of heavy humidity in the training room. Staff is unable to regulate the system in order to remove the excess humidity. Initial investigation indicates that the system was grossly undersized when installed. HVAC experts will be available to discuss the causes of the excess humidity and present options to remedy the situation.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/12/2021
OPEN SESSION

SUBJECT	Architectural/Engineering services rehabilitation of Upper Cibolo Creek Flood Control Structure 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 concerning executing a contract with Schnabel Engineering as provider for Architectural/Engineering services for providing professional contract administration supporting the rehabilitation of Upper Cibolo Creek Flood Control Structure No. 4.
REASON FOR AGENDA ITEM	Execute contract for Architectural/Engineering services rehabilitation of Upper Cibolo Creek Flood Control Structure No. 4.
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	none

June 30, 2021

Richard Tobolka, PE
Kendall County Courthouse
c/o Kendall County Auditor
201 East San Antonio Avenue
Suite 113
Boerne, TX 78006

Subject: RFQ. No. 2021-05, A/E Services for Professional Contract Administration for the Rehabilitation of Upper Cibolo Creek Flood Control Structure No. 4 (Schnabel Reference 21P22011.00)

Dear Mr. Tobolka:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal to Kendall County to provide professional contract administration services for the rehabilitation of Upper Cibolo Creek Flood Control Structure No. 4 (Upper Cibolo No. 4). This proposal describes our understanding of the project, the proposed scope of services, and estimated fees.

PROJECT UNDERSTANDING, STATUS, AND OBJECTIVES

Schnabel recently prepared an upgrade design under contract with the TSSWCB to bring Upper Cibolo No. 4 into compliance with NRCS and TCEQ dam safety criteria. The proposed upgrades generally include raising top of dam and flattening the downstream slope with earth fill; extending the principal spillway conduit and constructing a riprap lined plunge pool; replacing the low-level sluice gate and trash rack; constructing a cast-in place concrete labyrinth spillway over the existing embankment; and miscellaneous site improvements. NRCS is currently reviewing the design. It is anticipated that the project will be ready to advertise for bidding pending their approval.

Based on our review of the Request for Qualifications No. 2021-05 (RFQ) and conversations with you, we understand that Kendall County seeks the services of a professional engineer to assist with administering the construction contract at Upper Cibolo No. 4.

SCOPE OF SERVICES

Schnabel will be responsible for assisting Kendall County with professional contract administration for the rehabilitation of Upper Cibolo No. 4. The contract administration services will include development of front end documents as well as management and administration of the construction contract through bidding and construction.

Schnabel will prepare front end contract documents to include:

- Instructions to bidders
- Bid forms
- Contract agreements
- General conditions
- Supplemental conditions
- Project specifications (developed by Schnabel)
- Project drawings (developed by Schnabel)
- Information to Bidders

After the contract documents are finalized, but prior to formal bid solicitation, we will deliver up to 3 sets of contract documents (for the County's use) and electronic versions that are stamped and sealed by a Professional Engineer licensed in the state of TX and used for bidding. We will advertise the bid through one or more publications and/or with on-line sites of the county's choice, and also make the sets of contract documents available from a designated location.

Management and administration of the contract during bidding will include:

- Facilitate pre-qualification of contractors
- Facilitate a pre-bid meeting at the project site;
- Respond to requests for information (RFI) and questions from prospective contractors during and after the meeting;
- Compile a log of questions and answers, and develop and issue pre-bid meeting addenda, as necessary;
- Attend the bid opening at the designated location and develop a bid tab summary for a uniform line-item comparison of bids for respective pay items and total cost;
- Coordinate with the County to support the review of insurance documents and other bid items for conformance with the requirements of the contract documents;
- Prepare and issue a recommendation for award to the County;
- Issue a Notice of Award (NOA) on behalf of the County;
- Prepare four hard copies and one electronic copy of the final agreement before and after execution.

Management and administration of the contract during construction will include:

- Regular site visits and project progress meetings during the construction phase;
- Process submittals, shop drawings, RFI's, and change orders during construction;
- Assist in the resolution of issues that may arise during construction;
- Provide monthly review of progress and process payment applications;
- Assist in scheduling;
- 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;
- Review as-built drawings, certificates, relevant technical data and guarantees, warranties and related documents upon completion of construction and deliver to County.

Kendall County
Contract Administration for the Rehabilitation of Upper Cibolo Creek No. 4

Please note, the Texas State Soil and Water Conservation Board (TSSWCB) has also retained Schnabel for this project to provide bid and construction phase services. As such, there is some scope overlap between our TSSWCB contract and this contract, and there are some other related efficiencies gained. Therefore, the estimated fee developed for this proposal provides only the bid and construction phase services to Kendall County necessary to augment the TSSWCB work order without duplication of effort and reflects the anticipated related efficiencies.

Permitting services have been completed under our design phase service contract with TSSWCB and it was concluded that no additional environmental permitting is necessary for this rehabilitation project.

ASSUMPTIONS

Schnabel has made the following assumptions during the development of this proposal:

- We assume that the County will accept a general Engineers Joint Contract Documents Committee (EJCDC) construction contract or otherwise provide document templates (e.g. agreement, general conditions, etc.) and input necessary to complete various bid and contract forms.
- The duration of active construction will be approximately 18 months

EXCLUSIONS

The following services are excluded from the proposed Scope of Services:

- Permit application and Bid Advertisement fees. We have assumed that Kendall County will provide any fees.
- Construction services other than those listed herein and beyond the 18 month duration
- Post-construction monitoring.

SCHEDULE

We are prepared to initiate this work immediately upon receipt of this executed proposal. As requested, Schnabel has prepared the following schedule as an estimate for the time frame for bidding and construction activities:

- Notice to Proceed for Contract Administration – July 2, 2021
- Prequalification Advertised – July 23, 2021
- Prequalification Packages Due from Contractors – August 13, 2021
- Recommendations for Prequalified Contractors – August 20, 2021
- Bid Documents Submitted to Prequalified Contractors – August 30, 2021
- Bid Opening – September 27, 2021
- Review of Bids and Recommendation for Award – October 11, 2021
- Award of Contract – October 25, 2021
- Notice to Proceed for Construction – November 1, 2021
- Construction Duration – November 1, 2021 through May 30, 2023

Kendall County

Contract Administration for the Rehabilitation of Upper Cibolo Creek No. 4

These dates may need to be adjusted based on statutory requirements for required minimum bid period(s), commissioner court approval or other requirements by the County.

ESTIMATED FEES

Schnabel will perform the services described in this proposal on a unit rate basis in accordance with the attached Schedule of Fees. Based on the outlined scope of services, a budget estimate of **\$70,000** is provided. Attachment 1 includes a breakdown of hours associated with the above mentioned budget estimate. We will not exceed the total estimated fee without prior authorization.

Schnabel's invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of the services outlined herein. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. On January 1, 2022, and annually thereafter, the rates on the Schedule of Fees and all remaining budgets will increase by four percent, with the remaining terms unchanged.

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 Schedule of Fees and Terms and Conditions are a part of this agreement. This proposal is valid for 30 days from the date shown.

We appreciate the opportunity to provide continued professional services for this important project. Please contact the undersigned at your convenience if you have any questions about the proposed scope of services.

Sincerely,

SCHNABEL ENGINEERING, LLC



Mathew Koziol, PE
Senior Engineer, Project Manager



James R. Crowder, PE
Principal

VAW:MKK:JRC

- Attachments:
1. Schedule of Fees (1 Page)
 2. Breakdown of hours (1 Page)
 3. Standard Terms and Conditions (2 pages)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



SCHEDULE OF PERSONNEL FEES – AUSTIN, TX
Effective until December 31, 2021

Senior Consultant	\$279.00/hr
Principal	\$275.00/hr
Senior Associate	\$250.00/hr
Associate	\$220.00/hr
Senior Engineer/Technologist/Scientist	\$184.00/hr
Project Engineer/Scientist/Technologist	\$159.00/hr
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	\$ 95.00/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.



ESTIMATE OF COSTS: 21P22011.00
 CONTRACT ADMINISTRATION SERVICES
 UPPER CIBOLO CREEK SITE 4
 KENDALL COUNTY, TEXAS

LABOR COSTS

	Rate	Unit	Preparation of Contract Documents	Pe-Qualification of Contractors	Pre-bid Meeting and Addenda	Award/Execution of construction contract and related documents	Processing of RFI's and change orders during construction	Monthly review of progress and processing of payment applications	TOTAL	Task Labor Total
Labor category / Phase Hours										
Senior Consultant	\$279.00	Hour							0	\$0.00
Principal	\$275.00	Hour	12	8	8	8	5	18	59	\$16,225.00
Senior Associate	\$250.00	Hour							0	\$0.00
Associate	\$220.00	Hour							0	\$0.00
Senior Engineer / Scientist / Technologist	\$184.00	Hour	24	16	16	10	20	18	104	\$19,136.00
Project Engineer / Scientist / Technologist	\$159.00	Hour	40	24	24	16	40	72	216	\$34,344.00
Senior Staff Engineer / Scientist / Technologist	\$141.00	Hour							0	\$0.00
Staff Engineer / Scientist / Technologist	\$118.00	Hour							0	\$0.00
CAD Designer / GIS Specialist	\$118.00	Hour							0	\$0.00
Construction Resident / Manager	\$118.00	Hour							0	\$0.00
Senior Technician / Drafter	\$108.00	Hour							0	\$0.00
Administrative Support / Engineering Technician	\$95.00	Hour							0	\$0.00
Total Labor Costs			\$14,076	\$8,960	\$8,960	\$6,584	\$11,415	\$19,710	\$69,705	\$ 69,705

DIRECT COSTS

Labor category / Phase Hours										
Surveying Subconsultant	1	Each								\$ -
Drilling	1	Each								\$ -
Mileage	\$0.560	Miles			210	210			420	\$ 235.20
Construction Services Manager Travel	\$1,000	Month								\$ -
Travel Expense	\$151	Day								\$ -
Lodging	\$2,000	Month								\$ -
Environmental Subconsultant	1	Each								\$ -
Laboratory Testing	1	Each								\$ -
Photocopies (black & white)	\$0.10	Each								\$ -
Photocopies (color)	\$1	Each								\$ -
24" x 36" Drawings (black & white)	\$2	Each								\$ -
24" x 36" Drawings (color)	\$15	Each								\$ -
Video Camera Inspection	\$1,500	Each								\$ -
Construction Site Visits	\$2,160	Each								\$ -
Total Direct Costs			\$0.00	\$0.00	\$117.60	\$117.60	\$0.00	\$0.00	\$235.20	\$235.20

Estimated Phase Costs	\$14,076.00	\$8,960.00	\$9,077.60	\$6,701.60	\$11,415.00	\$19,710.00	\$69,940.20	\$69,940.20
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Estimated Total Project Costs								\$ 69,940.20
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Notes:

**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.