



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
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 the approval of the Minutes for October 22 and November 1, 2018.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
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: 11/13/2018
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	5 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 October
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court November 13, 2018

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 October 1, 2018 to October 31, 2018 .

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
10/01/18	\$ 15.00	Mary Kanafani	Cash	Animal Shelter
10/04/18	\$ 35.00	Ashley Hickman	Cash	Animal Shelter
10/09/18	\$ 10.00	Justin Davis	Cash	Animal Shelter
10/16/18	\$ 15.00	Christi Wright	Cash	Animal Shelter
10/19/18	\$ 50.00	Darla Rucka	Cash	Animal Shelter
10/20/18	\$ 15.00	Tim Burow	Cash	Animal Shelter
10/22/18	\$ 10.00	Anonymous	Cash	Animal Shelter
10/22/18	\$ 1,000.00	WalMart	Cash	Sheriff's Office - Blue Santa
10/25/18	\$ 2,500.00	GVTC Foundation	Cash	Sheriff's Office - Blue Santa
10/25/18	\$ 5.00	Dana Wilson	Credit Card	Animal Shelter
10/29/18	\$ 35.00	Jesus Gomez	Credit Card	Animal Shelter
10/31/18	\$ 20.00	Kendal Gebauer	Cash	Sheriff's Office - Blue Santa

Other Donations:

<u>Date</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
10/03/18	RA Materials	20 Sycamore, 20 Pecan Trees, 2 Parasol, 2 Hackberry, 2 Ash Trees	Parks
10/03/18	Mosty Brothers Nursery	1 / 15 Gallon Burr Oak	Parks
10/09/18	South Texas Growers	2 / 5 Gallon Cedar Elm Trees	Parks
10/09/18	Milberger's Landscaping & Nursery	10 / 15 Gallon Live Oak Trees	Parks
10/23/18	WalMart	Wet/Dry Cat & Dog Food, Treats, Cat Litter, Bird Seed	Animal Shelter



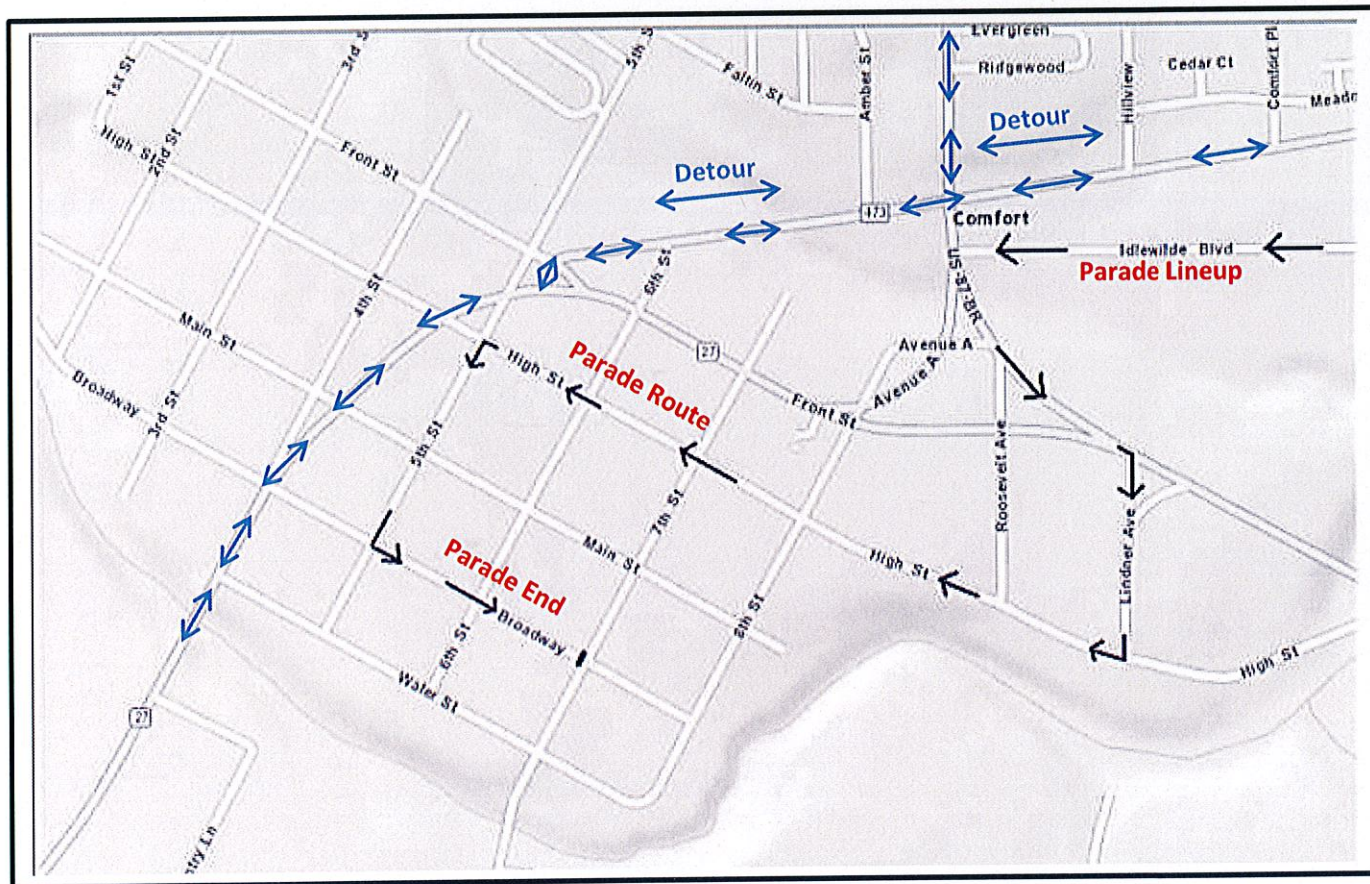
KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Blocking Off Streets for the Christmas in Comfort Event
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve blocking off the following streets in Comfort starting on Friday, November 23, 2018 at noon through midnight on Saturday, November 24, 2018 for the annual Christmas in Comfort event: 7th Street between Highway 27 and Main Street, High Street from 6th Street to 806 8th Street, and 8th Street from the intersection of High and Eighth Streets to 523 8th Street (The 8th Street Market).
REASON FOR AGENDA ITEM	To close streets to allow for the Christmas in Comfort event.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Street Closures for the Christmas in Comfort Parade
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	<p>Consideration and action to approve closing the following streets in Comfort for the Christmas in Comfort parade on Saturday, November 24, 2018 from 6:30 p.m. to 9:30 p.m.:</p> <ul style="list-style-type: none">• Idlewilde Boulevard• Daniel Drive• Edgewood Drive• part of Highway 87 and Highway 27• Lindner Avenue• High Street from Lindner Avenue to 5th Street• 5th Street from High Street to Broadway• Broadway from 5th Street to 7th Street• 6th Street from Broadway to Main Street <p>and from 6:00 a.m. to 11 p.m.:</p> <ul style="list-style-type: none">• Lindner Avenue• High Street from Lindner Avenue to 5th Street• 5th Street from High Street to Broadway• Broadway from 5th Street to 7th Street
REASON FOR AGENDA ITEM	To close streets to allow for street parking at the Christmas in Comfort event and safe passage for floats on the parade route.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	None



Lighted Night Parade – 7pm to 9pm – November 24, 2018

Parade Route: —→ and *Detour:* ↔



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Parking for the Christmas in Comfort Event
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to grant permission for use of the north portion of Faltin Field in Comfort for event parking at the Christmas in Comfort event on Saturday, November 24, 2018.
REASON FOR AGENDA ITEM	To allow parking on County property during the Christmas in Comfort event.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Kendall County Appointee to Kendall Appraisal District Board of Directors
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on appointing Don Edmondson to a two-year term on the Kendall Appraisal District Board of Directors for 2019-2020.
REASON FOR AGENDA ITEM	To provide County representation on the Kendall Appraisal District Board of Directors.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	Don Edmondson is the current Kendall County representative on the Kendall Appraisal District Board of Directors and his term expires December 31, 2018.

**KENDALL APPRAISAL DISTRICT
118 MARKET AVE.
BOERNE, TEXAS 78006**

***Shelby W. Presley RPA, CCA
Chief Appraiser***

***Phone (830) 249-8012
Fax (830) 249-3975***

October 5, 2018

Judge Darrell Lux
Kendall County
201 East San Antonio St
Boerne, Texas 78006

This letter is to inform Kendall County that Mr. Don Edmondson's one-year term to the Appraisal District's Board of Directors expires December 31, 2018.

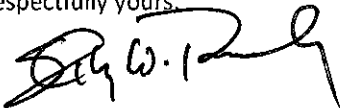
In 2017 the Kendall Appraisal District Board of Directors approved a resolution changing the selection of the Board of Directors to the two-year staggered term method. In past years we have had a cumulative voting based on each entity's tax levy. Starting this year Board of Directors terms will be by appointment; no vote is needed.

In accordance to Sec. 6.03 (a) of the Texas Property Tax Code: "To be eligible to serve on the Board, an individual other than a County Assessor-Collector serving as a nonvoting Director must be a resident of the (Appraisal) District and must have resided in the District for at least two years immediately preceding the date the individual takes the office. An employee of the Taxing Unit that participates in the District is not eligible to serve on the Board unless the individual is also a member of the governing body or an elected official of a Taxing Unit that participates in the District."

The responsibilities of an Appraisal District's Board of Directors include adopting an annual budget to meet the District's obligations, establish an office for the District, executing contracts for necessary services, hiring a Chief Appraiser, appointing Appraisal Review Board members and making general policy on Appraisal District's operations. A Board member may not directly or indirectly discuss appraised values with the Chief Appraiser except as allowed by law in an open meeting.

Please notify me of the Board of Trustees decision of reappointing or replacing Don Edmondson before January 1, 2019.

Respectfully yours,



Shelby W. Presley RPA, CCA
Chief Appraiser
Kendall Appraisal District



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
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
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Kendall Gateway Study Resolution
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Bill Ballard, General Counsel
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on a resolution memorializing the Commissioners Court rejection of the Kendall Gateway Study.
REASON FOR AGENDA ITEM	Memorialize action taken by the Commissioners Court on October 15, 2018
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

**RESOLUTION REJECTING THE KENDALL GATEWAY STUDY PRESENTED BY THE
TEXAS DEPARTMENT OF TRANSPORTATION IN ITS ENTIRETY**

WHEREAS, on the 21st day of September 2015, Kendall County and the City of Boerne passed a joint resolution desiring to partner with the Texas Department of Transportation to plan for future growth and to determine potential future transportation corridors needed to accommodate the anticipated growth in the region; and

WHEREAS, the Texas Department of Transportation completed the Kendall Gateway Study Feasibility Report with recommended concepts and implementation plan ("Gateway Study") and presented it to the Kendall County Commissioners Court ("Court") during two public workshop sessions on September 18, 2018; and

WHEREAS, the Court conducted two public hearings on October 4, 2018, and heard numerous public statements from the citizens of Kendall County; and

WHEREAS, on October 15, 2018, the Court conducted a special called meeting to consider and take action to reject the Kendall Gateway Study presented by the Texas Department of Transportation in its entirety; and

WHEREAS, the Court voted 3-1 in favor of rejecting the Kendall Gateway Study presented by the Texas Department of Transportation in its entirety. Members of the Commissioners Court and their vote: County Judge Lux – Yea, Commissioner Precinct 1 Bergman - Nay, Commissioner Precinct 2 Elkins - Yea, Commissioner Precinct 3 Vacant, Commissioner Precinct 4 Durden – Yea.

NOW THEREFORE, this Resolution memorializes the vote of the Court to reject the Kendall Gateway Study presented by the Texas Department of Transportation in its entirety.

FURTHERMORE, Kendall County Commissioners Court requests the removal of the Texas Department of Transportation proposed routes from public sources to enable the stabilization of the real estate valuation impacts on affected landowners.

APPROVED AND EFFECTIVE THIS 13th DAY OF NOVEMBER 2018.

DARREL L. LUX, COUNTY JUDGE

ATTEST:

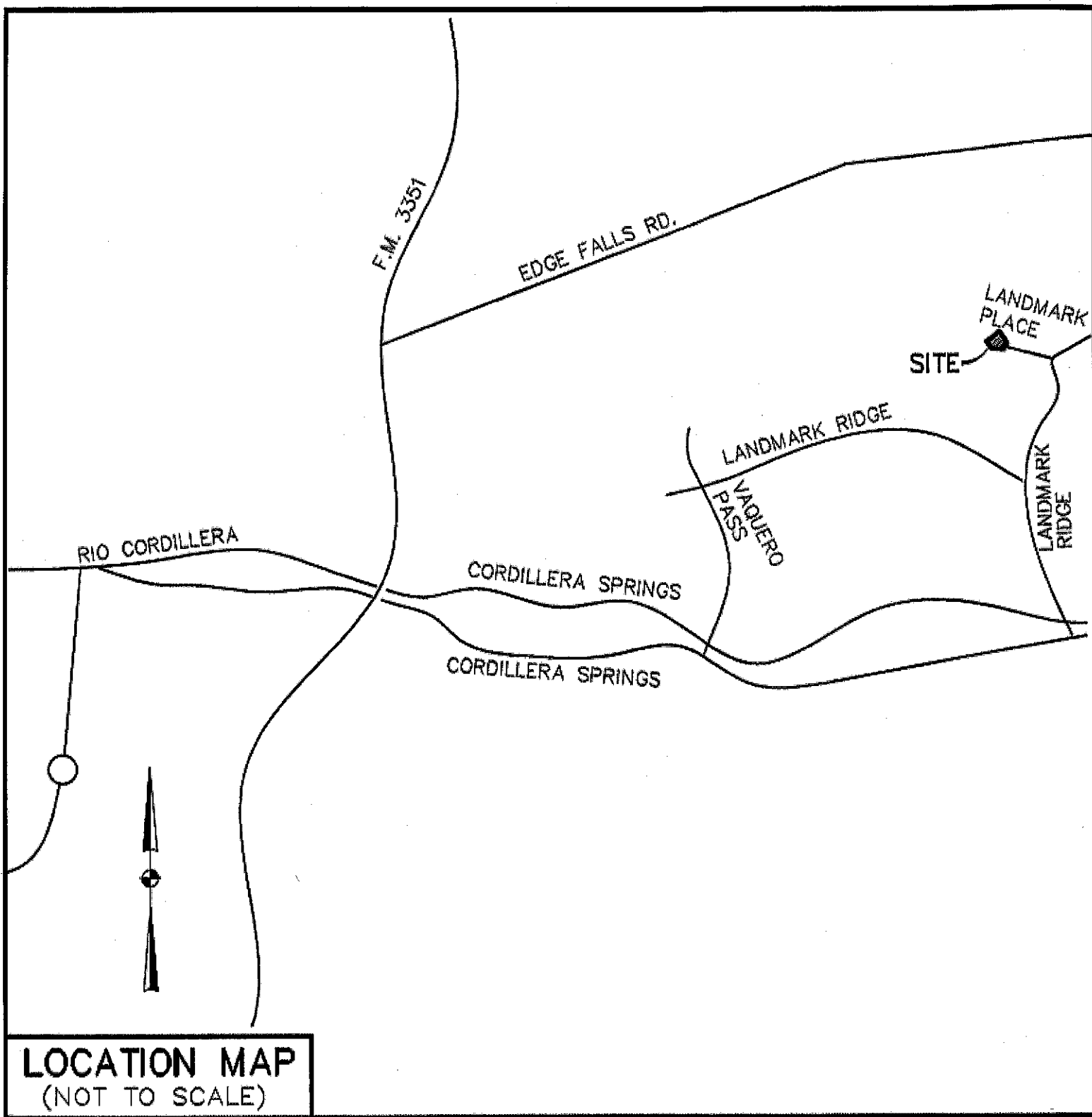
DARLENE HERRIN, COUNTY CLERK

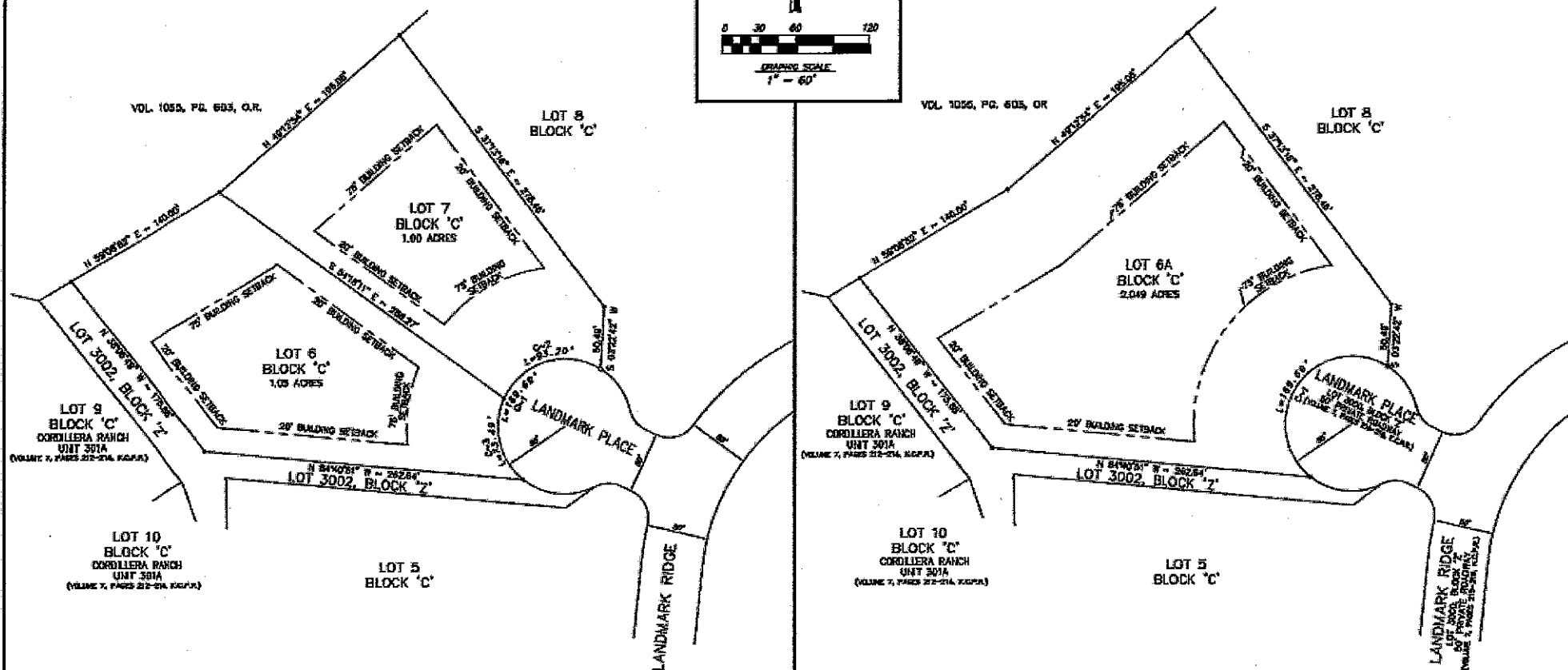
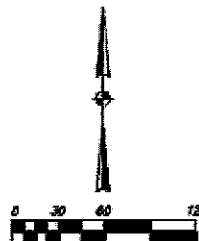


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Amending Plat Cordillera Ranch Unit 301B, Block C, Lots 6 & 7
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat creating Lot 6A in Block C of Cordillera Ranch Unit 301B in accordance to the Kendall County Development Rules and Regulations. The purpose of the amending plat is to combine lots 6 and 7 into one lot. (Jake Order, Maverick Land Surveying Company)
REASON FOR AGENDA ITEM	Amending Plat Cordillera Ranch Unit 301B, Block C, Lots 6 & 7
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None





LEGEND:

O.R. = KENDALL COUNTY OFFICIAL RECORDS
K.C.P.R. = KENDALL COUNTY PLAT RECORDS
a = 1/2" IRON ROD FOUND WITH W/4 CUDE RED CAP OR M/S CO ORANGE CAP
s = 1/2" IRON ROD SET

CURVE DATA				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING & DIST.
C-1	55.00'	155.89'	173°38'39"	S 33°10'41" W ~ 108.85'
C-2	55.00'	93.83'	87°03'06"	S 73°27'22" W ~ 82.44'
C-3	55.00'	73.48'	75°38'32"	S 13°21'02" E ~ 88.14'

AREA BEING AMENDED
LOTS 6 AND 7, BLOCK 'C',
CORDILLERA RANCH UNIT 301B
VOLUME 7, PAGES 215-218, K.C.P.R.

AMENDING PLAT OF
LOTS 6 AND 7, BLOCK 'C',
CORDILLERA RANCH UNIT 301B, AS RECORDED
IN VOLUME 7, PAGES 215-218, PLAT RECORDS,
KENDALL COUNTY, TEXAS,
CREATING LOT 6A, BLOCK 'C'.

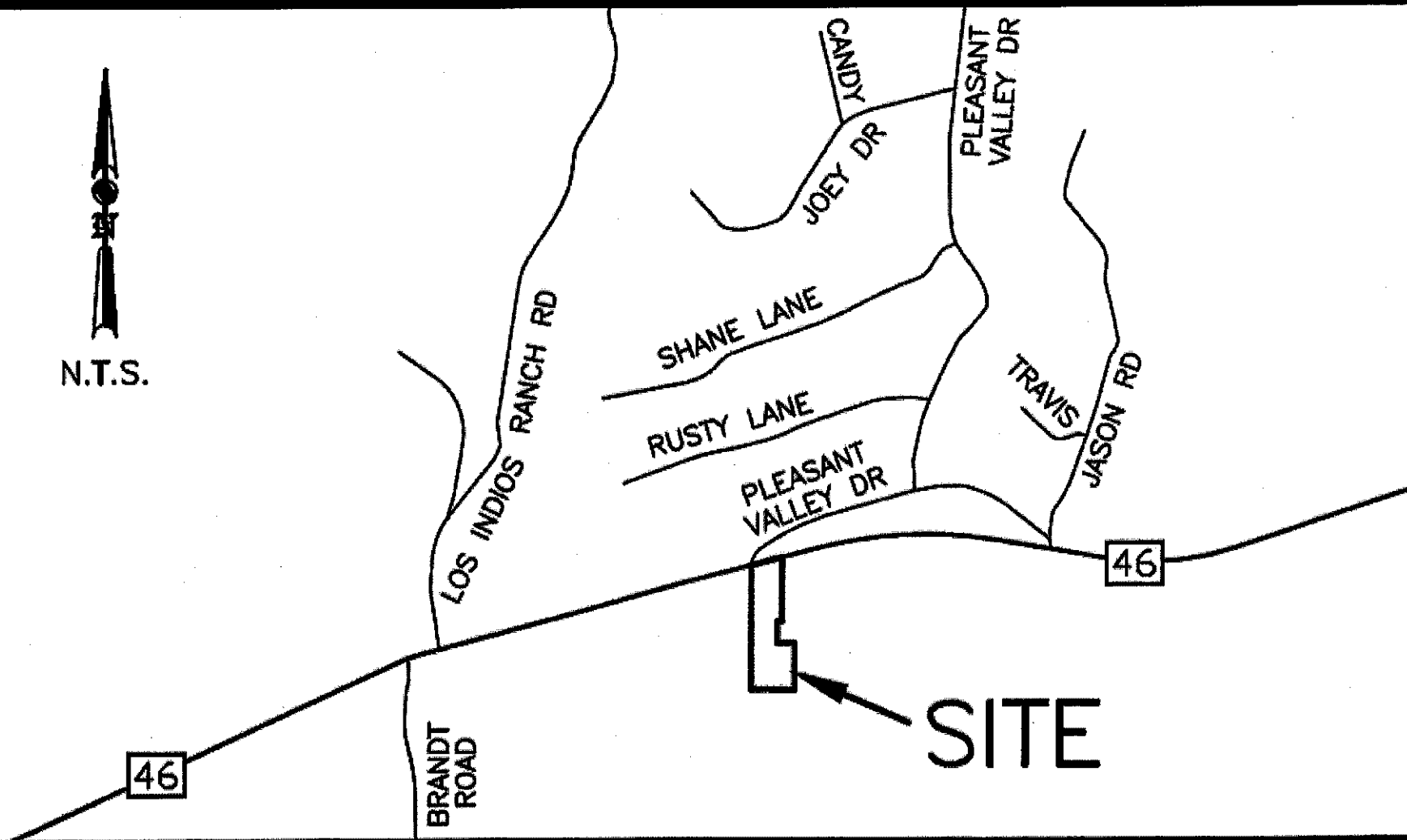
ONE LOT CREATED
NO NEW ROADS CREATED
THE PURPOSE OF THIS AMENDING PLAT IS TO REMOVE THE COMMON LOT LINE
BETWEEN LOTS 6 AND 7, BLOCK 'C', TO CREATE LOT 6A, BLOCK 'C'.

AREA AS AMENDED
ESTABLISHING LOT 6A, BLOCK 'C',
CORDILLERA RANCH UNIT 301B

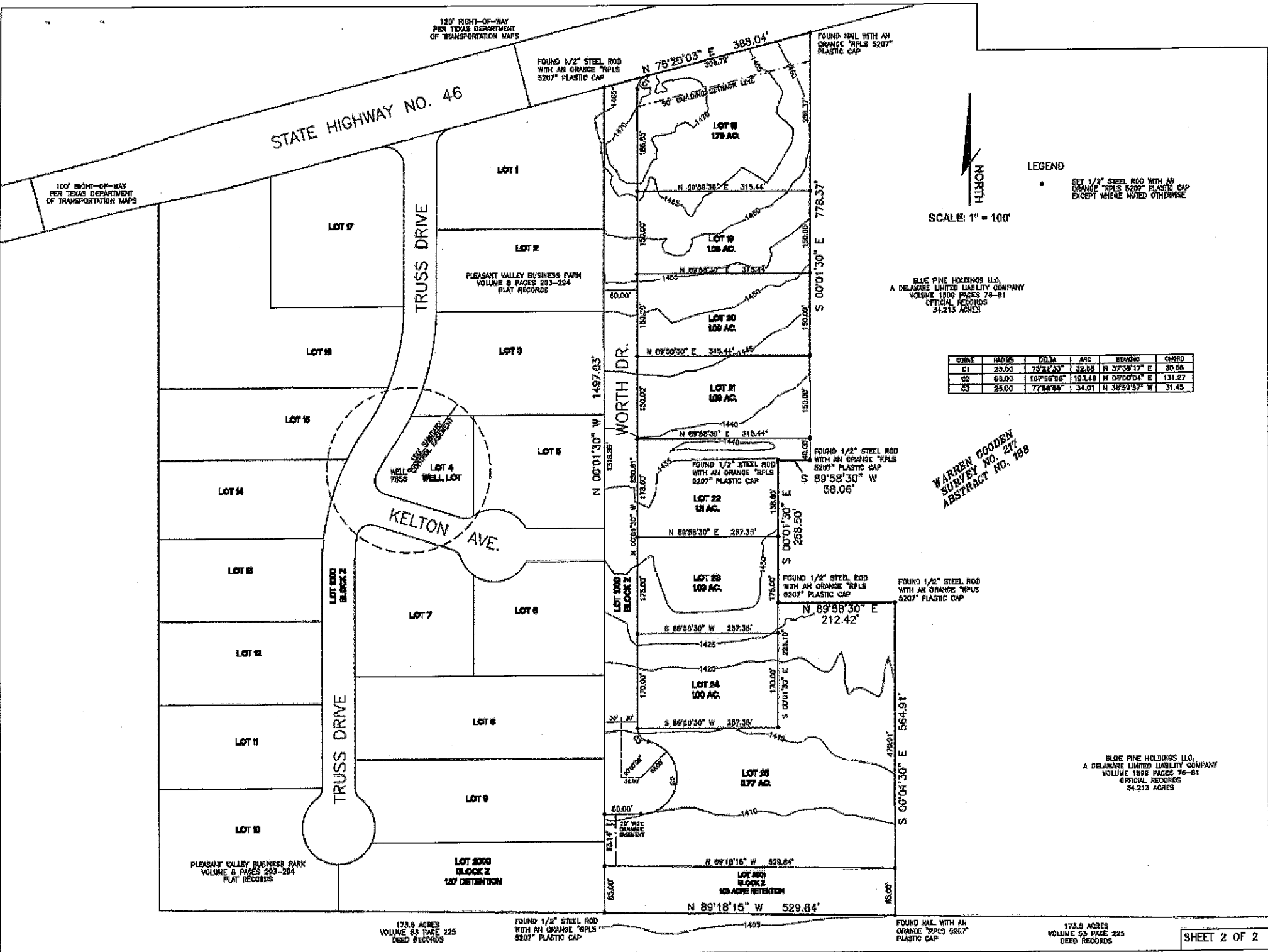


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Preliminary Development Plat of Pleasant Valley Business Park Phase II
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Preliminary Development Plat of Pleasant Valley Business Park Phase II in accordance to the Kendall County Development Rules and Regulations and Kendall County Order No. 06-27-2016A. The proposed commercial subdivision would create 8 lots out of 15 acres for an average density of 1.875 acres per lot and 1297 linear feet of private roadway. The proposed subdivision would be served by a public water system and individual OSSF. Relief was granted on 9/24/2018 for cul-de-sac geometry and subdivision fencing: (Wayne Godsey – engineer for developer)
REASON FOR AGENDA ITEM	Preliminary Development Plat of Pleasant Valley Business Park Phase II
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



LOCATION MAP



CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00	75°21'33"	32.06	N 37°39'17" E	30.06
C2	88.00	107°56'56"	103.48	N 09°00'04" E	131.27
C3	25.00	77°50'55"	34.01	N 38°59'37" W	31.45

WARREN COODEN
SURVEY NO. 277
ABSTRACT NO. 788

BLUE PINE HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY
VOLUME 1509 PAGES 76-81
OFFICIAL RECORDS
34.213 ACRES

173.6 ACRES
VOLUME 53 PAGE 225
DEED RECORDS

FOUND 1/2" STEEL ROD
WITH AN ORANGE "RPLS 5207"
PLASTIC CAP

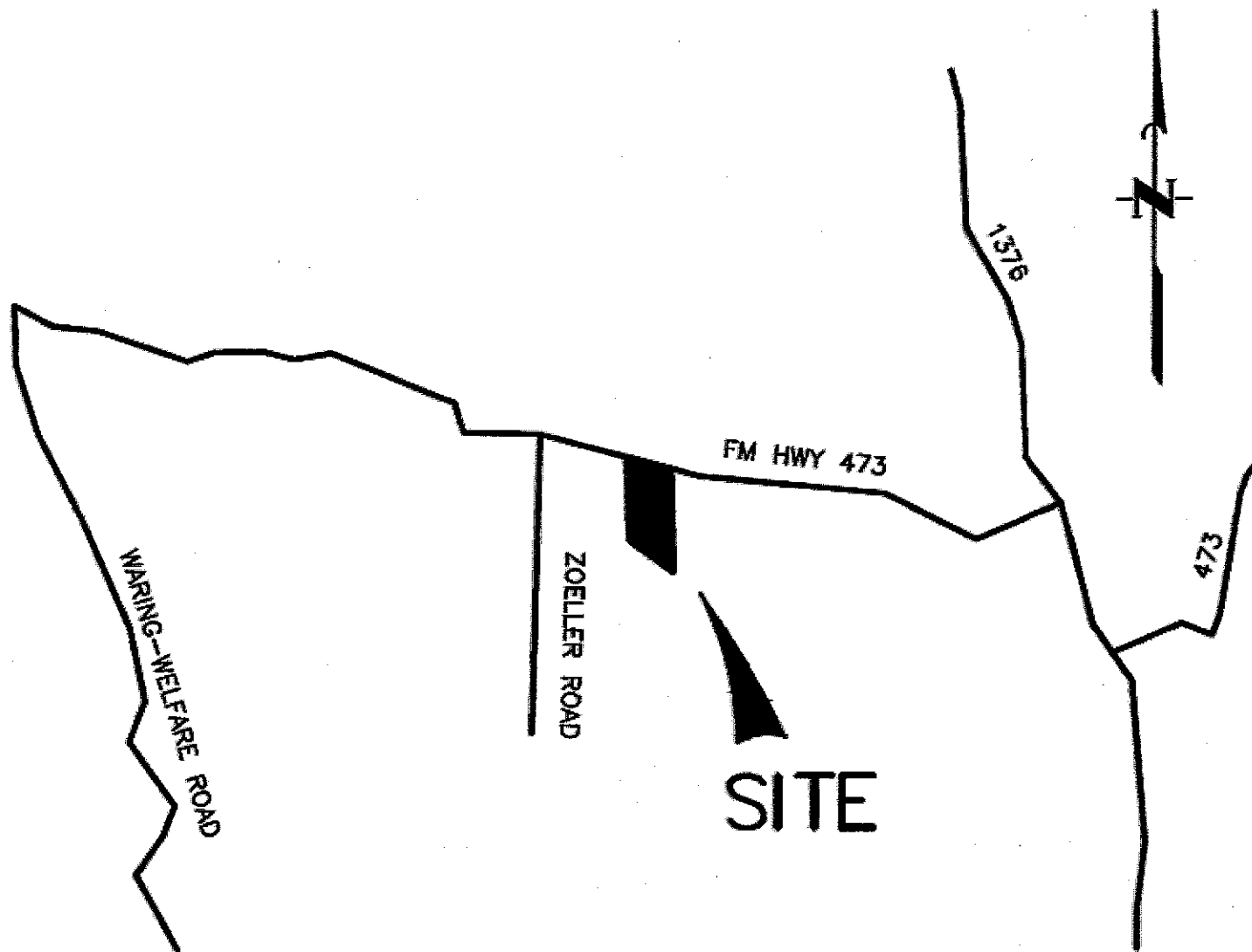
FOUND NAIL WITH AN
ORANGE "RPLS 5207"
PLASTIC CAP

173.6 ACRES
VOLUME 53 PAGE 225
DEED RECORDS



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Preliminary Development Plat of Greco Bend Subdivision
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Preliminary Development Plat of Greco Bend in accordance to the Kendall County Development Rules and Regulations. The proposed residential subdivision would create 23 lots out of 140 acres for an average density of 6.1 acres per lot and 2980 linear feet of public roadway. The proposed subdivision would be served by private well and OSSF. Relief was granted on 9/10/18 for road width and trees within the right-of-way: (James McGarr – Developer's engineer)
REASON FOR AGENDA ITEM	Preliminary Development Plat of Greco Bend Subdivision
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None



LOCATION MAP

CB = S 72°57'35" E

1470

1480

1490

LOT 1
4.00
Acres

LOT 2
3.02
Acres

LOT 3
3.00
Acres

LOT 4
3.00
Acres

LOT 5
3.01
Acres

LOT 6
3.50
Acres

LOT 7
3.50
Acres

LOT 8
3.51
Acres

LOT 9
3.78
Acres

LOT 10
5.12
Acres

SEE SHEET 4

LOT 11
10.00
Acres

SEE SHEET 5

18.18
Acres

LOT 23
10.00
Acres

SEE SHEET 2

LOT 22
10.00
Acres

LOT 21
10.00
Acres

SEE SHEET 3

LOT 20
10.01
Acres

LOT 19
5.00
Acres

LOT 18
5.05
Acres

LOT 17
5.03
Acres

LOT 16
4.00
Acres

LOT 15
3.00
Acres

LOT 14
5.01
Acres

LOT 13
5.00
Acres

GRECO BEND

N 00°30'25" E 3708.16'

S 00°01'22" E 3217.21'

ESTRELLA DE LA M.
LP
306.446 ACRE TR
VOLUME 907, PA
912-916
OFFICIAL RECORD
UNPLATTED

ARTHA E. SALZMAN
100 ACRES
VOLUME 1425, P. 1440
1053-1055
OFFICIAL RECORDS
UNPLATTED

100°21'34" W 14.319'

S 89°58'38" W 1773.61'

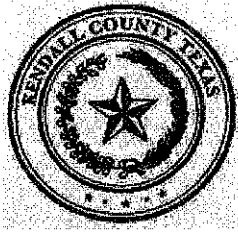




KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Adoption of standards for issuing Right of Way (ROW) permits for construction of utilities in Kendall County Right of Way
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	Consideration and action on adopting standards for issuing Right of Way (ROW) permits for construction associated with public utilities in Kendall County ROW.
REASON FOR AGENDA ITEM	The purpose of adopting standards is to provide clear guidance for utility owners, assuring Kendall County ROW is restored to a condition equivalent or better than before construction, minimize disruption to adjacent property owners, and minimize risk to the traveling public and construction workers.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



STATE OF TEXAS
KENDALL COUNTY

KENDALL COUNTY ORDER NO. 11-13-2018
STANDARDS FOR ISSUING RIGHT OF WAY PERMITS
FOR CONSTRUCTION ASSOCIATED WITH PUBLIC UTILITIES

WHEREAS, the Texas Transportation Code §251.016 gives the Kendall County Commissioners Court general control over all roads, highways, and bridges in Kendall County; and

WHEREAS, construction projects within the Public Right of Way of Kendall County maintained roads may impact the integrity of the county roads and/or safety of vehicular traffic by creating obstructions and dangers; and

WHEREAS, the increase in Kendall County population and vehicular traffic has resulted in a higher volume of traffic on County roads making it essential that driveway entrances and exits be safely maintained and that traffic be inconvenienced as little as possible and properties of both the County and the public be protected; and

WHEREAS, the Kendall County Commissioners Court, in the interest of the health, safety, and welfare of its citizens, desire to ensure that the construction within the Public Right of Way of County Roads is protective of the health, safety, and welfare of its citizens; and

WHEREAS, The Kendall County Commissioners Court desires to adopt permitting standards for the issuing of right of way permits for construction associated with public utilities.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS that any construction occurring within the Public Right of Way of a Kendall County maintained road shall require a permit issued by the Kendall County Commissioners Court or its Authorized Agent.

BE IT FURTHER ORDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS that the Kendall County Commissioners Court adopts the permitting guidelines set forth below and authorizes the Kendall County Engineer to incorporate any of the guidelines into the required permit and to enforce such permits.

GUIDELINES

1. Contractor shall provide video documentation of existing roadway and Right of Way (ROW) within limits of proposed construction prior to starting project.
2. Contractor shall submit for review and approval by Kendall County material specifications for construction activities (flowable backfill, HMAC, seal coat, etc.) prior to beginning project. Material specifications will be in accordance to appropriate TxDOT specifications.
3. Provide an SW3P plan for Kendall County approval.
4. Utility trenches within five (5) feet of edge of pavement, flowable backfill is required for all trench backfill. Flowable backfill will be in accordance to TxDOT item 401. Trenches greater than five (5) feet from edge of pavement backfill requirements are 95% density control compaction or ordinary compaction in accordance to TxDOT item 132 at the discretion of Kendall County.
5. Minimum of 4 inches of topsoil will be placed on all disturbed areas in accordance to TxDOT Item 160.
6. Contractor shall submit a permanent seeding and erosion control plan for all disturbed areas in accordance to TxDOT item 164 for Kendall County approval.
7. Contractor shall submit a soil retention plan (as required) in accordance to TxDOT item 169 for Kendall County approval.
8. Contractor shall submit a traffic control plan for approval by Kendall County. Workers involved with traffic control must comply with Item 7, TxDOT Standard Specifications.
9. Contractor shall provide a copy of liability insurance in accordance to Kendall County requirements listing Kendall County as additional insured.
10. Contractor shall contact all property owners with driveways within the project limits. The utility shall be bored under all driveways unless the contractor has written permission to open cut the driveway.
11. A maintenance period of one year will apply to all disturbed areas within the project limits. Contractor will maintain the project for one calendar year after completion of the utility construction.
12. The utility will provide project drawings, engineered plans, and as built as required by Kendall County.
13. Kendall County may control limits of construction within ROW considering factors including but not limited to repair of ROW, RDWY, mailboxes, fence, headwalls, culverts, etc., contractor performance, weather, public inconvenience, and public safety.

14. Kendall County requires pre-design meeting with utility's engineer.
15. Contractor shall provide plans for potable water transmission and distribution for review and comment by the Kendall County Fire Marshall.
16. Contractor may submit a bond or other surety covering damage.

EFFECTIVE DATE

APPROVED AND EFFECTIVE this 13th day of November 2018.

DARREL L. LUX
County Judge, Kendall County, Texas

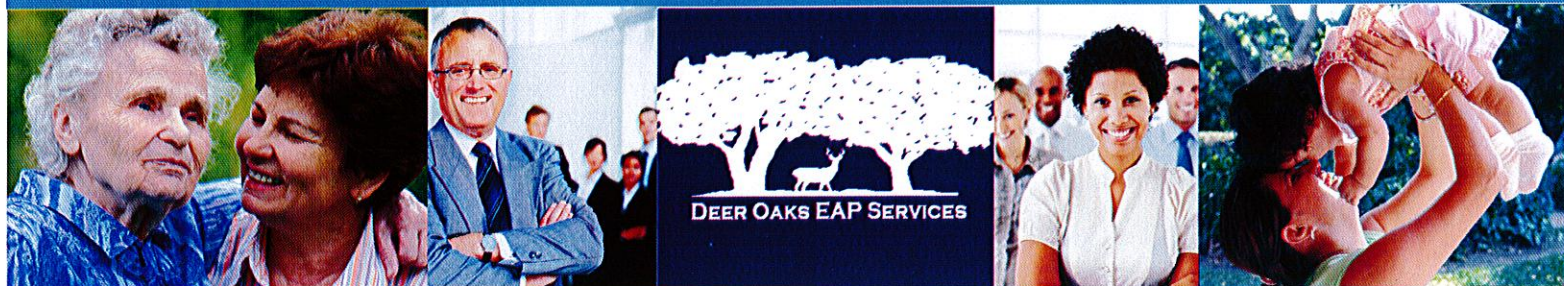
Attest: _____
DARLENE HERRIN
County Clerk, Kendall County, Texas



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Renew contract with Deer Oaks EAP Services
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Human Resources, Benefits Coordinator
PHONE # OR EXTENSION #	830-249-9343 ext 601
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to renew Kendall County's contract with Deer Oaks Employee Assistance Program (EAP) Services for the plan year 10/01/2018 to 09/30/2019.
REASON FOR AGENDA ITEM	Contract is expiring
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County employees and their household
ADDITIONAL INFORMATION	Included in FY '19 budget

Deer Oaks EAP Services Fact Sheet



The Deer Oaks Employee Assistance Program (EAP) is a free service provided for you and your dependents by your employer. This program offers a wide variety of counseling, referral, and consultation services, which are all designed to assist you and your family in resolving work/life issues in order to live happier, healthier, more balanced lives. These services are completely confidential and can be easily accessed by calling the toll-free Helpline listed below.

DEER OAKS EAP IS A RESOURCE YOU CAN TRUST.

Eligibility: All employees and their household members/dependents are eligible to access the EAP. Retirees and employees who have recently separated from their employer will continue to have access to services for up to six (6) months post-employment.

Program Access: Members may access the EAP by calling the toll-free Helpline number, downloading the iConnectYou Smartphone App, or instant messaging with a Work/Life Consultant through LiveCONNECT available on our website. Please contact HR for your organization's iConnectYou login information.

Telephonic Assessments & Support: All clinical EAP cases receive a thorough telephonic clinical assessment. In-the-moment telephonic support and crisis intervention are also available 24/7.

In-person Short-term Counseling: Referrals are made to our network of 54,000+ mental health providers located throughout the United States for in-person assessment and counseling services.

Tele-Language Services: Deer Oaks has the ability to provide therapy in a language other than English if requested. Services are available for telephonic interpretation in 200 of the most commonly spoken languages and dialects.

Referrals & Community Resources: Counselors provide referrals to community resources, member health plans, support groups, legal resources, and child/elder care services.

Advantage Legal Assist: Free 30-minute telephonic or in-person consultation with a plan attorney; 25% discount on hourly attorney fees if representation is required; unlimited online access to a wealth of educational legal resources, links, tools and forms; interactive online Simple Will preparation; access to state agencies to obtain birth certificates and other records.

Advantage Financial Assist: Unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning; supporting educational materials available; objective, pressure-free advice; unlimited online access to a wealth of educational financial resources, links, tools and forms (i.e. tax guides, financial calculators, etc.).

ID Recovery: Free telephonic consultation with an Accredited Financial Counselor; information on steps that should be taken upon discovery of identity theft; referral to full-service credit recovery agencies; free credit monitoring service.

Work/Life Services: Work/Life Consultants are available to assist members with a wide range of daily living resources such as pet sitters, event planners, home repair, tutors and moving services. Simply call the Helpline for resource and referral information.

Find-Now Child & Elder Care Program: This program assists participants caring for children and/or aging parents with the search for licensed, regulated, and inspected child and elder care facilities in their area. Work/Life Consultants assess each member's needs, provide guidance, resources, and referrals within 3 business days for standard cases and within 6 business hours for urgent cases. Searchable databases and other resources are also available on the Deer Oaks website.

Critical Incident Stress Management: Traumatic events can be extremely disruptive to the well-being and productivity of employees. Deer Oaks will respond quickly when asked to provide Critical Incident Stress Management Services for any major company incident.

Take the High Road: Deer Oaks reimburses members for their cab, Lyft and Uber fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This service is available once per year per participant with a maximum reimbursement of \$45.00 (excludes tips).

Monthly Electronic Newsletters: Employees and supervisors receive monthly e-newsletters covering a variety of topics including health and wellness, work/life balance issues, conflict resolution, leadership, and more.

Online Tools & Resources: Log on to www.deeroakseap.com to access an extensive topical library containing health and wellness articles, videos, archived webinars, child and elder care resources, and work/life balance resources.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	"Enjoy Your Holidays the Healthy Way" Program for County Employees
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Benefits Coordinator, HR Kelli Lehman, Texas A&M Agrilife Extension
PHONE # OR EXTENSION #	830-249-9343 ext 601 or 361
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on offering Kendall County employees the opportunity to participate in the "Enjoy Your Holidays the Healthy Way" program, presented by the Texas A&M AgriLife Extension, in the courthouse breakroom on Wednesdays from November 14, 2018 to December 19, 2018.
REASON FOR AGENDA ITEM	To contribute to our Health and Wellness activities.
IS THERE DOCUMENTATION	yes
WHO WILL THIS AFFECT?	All county employees
ADDITIONAL INFORMATION	none

ENJOY YOUR HOLIDAYS



THE HEALTHY WAY

"Maintain No Gain is a six-week challenge designed to encourage healthy eating choices and physical activity so you can enjoy the holidays without gaining weight.

WHEN & WHERE:

Week 1: Wednesday, Nov. 14
Week 2: Wednesday, Nov. 21
Week 3: Wednesday, Nov. 28
Week 4: Wednesday, Dec. 5
Week 5: Wednesday, Dec. 12
Week 6: Wednesday, Dec. 19
Final Weigh-in: Wednesday, Jan. 2

Come and go educational series from 11 AM - 1 PM each Wednesday at the Kendall County Courthouse Break-room.

Participate in private weigh-in and interactive activities related to nutrition. Receive physical activity tips and learn about stress and emotional eating. Gain social support and still **MAINTAIN** your weight.

HOW TO REGISTER:

Contact the Texas A&M AgriLife Extension Office at 830.249.9343 to reserve your spot \$20 course fee payable to Kendall Ag Committee due Week 1.

PROGRAM GOALS:

- ✓ Maintain your weight within two pounds throughout holiday season;
- ✓ Increase knowledge about healthy eating habits; and
- ✓ Continue physical activity during holiday season.

PRIZE DRAWING:

A drawing for a Fitbit will be held at the end of the six-week program! The more weeks you meet your goal the more chances you have of winning!

Research shows that it can take more than **FIVE** months to lose the weight gained from November to January.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Chapter 59 Asset Forfeiture Report
DEPARTMENT & PERSON MAKING REQUEST	CDA's Office - Nicole Bishop/Donna Sharp
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action requesting the County Auditor to conduct an audit of the Criminal District Attorney's Chapter 59 Asset Forfeiture Report as required by Article 59.06 of the Code of Criminal Procedure.
REASON FOR AGENDA ITEM	To follow statute requiring Commissioners Court to request the County Auditor audit the CDA's Chapter 59 Asset Forfeiture Report.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Request for an audit on received property forfeited under Chapter 59 of the Code of Criminal Procedure
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action requesting the County Auditor to conduct an audit of the property received by the Kendall County Sheriff's Office under Chapter 59 of the Code of Criminal Procedure.
REASON FOR AGENDA ITEM	This action required by law
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County Sheriff's Office
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Apple iPad lease for Sheriff's Department
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action regarding the approval of the lease of 27 Apple iPads to be used by the Kendall County Sheriff's Department.
REASON FOR AGENDA ITEM	Sheriff's Deputies use Apple Ipads in their line of duty.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Emergency Reporting Inspection Software
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and action on purchasing software for inspections and permits to include an AT&T air card.
REASON FOR AGENDA ITEM	To streamline fire inspections and permit process
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Fire Marshal's Office and Business and Contractors in Kendall County
ADDITIONAL INFORMATION	Cost will come from the Fire Marshal fees.

Order Form


**EMERGENCY
REPORTING™**

Emergency Reporting
2200 Rimland Dr., Suite 305
Bellingham, WA 98226
www.emergencyreporting.com
Phone: 866.773.7678
Fax: 866.929.6157

ER Contact Details

Prepared by Billy Craft Phone (512) 608-8355
Email billy.craft@emergencyreporting.com Fax (866) 929-6157

Customer Contact Details

Account Name Kendall County Fire Marshall Quote Number 00017207
Contact Name Jeffery Fincke Created Date 11/7/2018
Email jfincke@co.kendall.tx.us Expiration Date 3/31/2019
Ship To 1175 N Main Customer Type New
Boerne, TX 78006
United States
County Kendall
Department Type Career

Order Summary

Product	Product Code	Quantity	Sales Price	Total Price	Line Item Description
Fire Prevention Package	OC-1	1.00	\$1,260.00	\$1,260.00	Annual Subscription
Fire Prevention Package Setup Fee	OC-S1	1.00	\$450.00	\$450.00	One-Time Setup

Summary

Bill To Name Kendall County Fire Marshall
Bill To 204 E. San Antonio
Suite 113
Boerne, TX 78006
United States

Years 5
Payment Schedule Yearly

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received.

Year 1 Total

Yearly Subscription \$1,260.00
Fees

Annual CAD Link \$0.00
Maintenance Fees

Annual Vision Fee \$0.00

Annual Safety \$0.00

Analytics Fee

One-Time Setup \$450.00
Fees

Annual Interface \$0.00
Fee

Data Import Fee \$0.00

Training Fees \$0.00

Year 1 Cost \$1,710.00

Estimated Yearly \$1,260.00

Total: Year 2+

Data Import & Contact Information - *Required to Process Order

FDID N/A

EMSID

FDID:

***Is the organization tax exempt?** yes ☐ no ☐

If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

***Do you have NFIRS data to be imported?**

Yes ☐ No ☐

- This is included in your setup fee.

There is a \$500 charge (as a group) to import any of the non-NFIRS data listed below. If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time.

Other Imports (Check all that apply - Imported for a fee)

- ☐ Equipment
- ☐ Occupancy
- ☐ Hydrants
- ☐ Flow Test
- ☐ Personnel
- ☐ Apparatus

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email's in the space provided below. Existing Customers and Non-NFIRS orders do not need to complete this section for implementation.

***Dept. NFIRS Email Recipient:**

- Please check one. (New Customer Accounts Only)
For Occupancy Module configuration would you like your setup to be based on NFPA ☐ or ICC ☐?

*** This is for setting up Categories and Subcategories.**

***Account Setup Contact Name:**

***Phone#:** _____

***e-mail:** _____

Terms and
Conditions

Emergency Reporting, a trade name of Reporting Systems, Inc. ('RSI'), and the above named account ('AGENCY') are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

RSI shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System, version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state; if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal policies, federal HIPAA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.
7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of RSI.

4. Enter emergency response data and all other data into the website per system instructions, support recommendations, and in accordance to the RSI User Policy Manual available on the support page from within Emergency Reporting's website.
5. Use supported web browsers as listed in the RSI User Policy Manual.

Governing Law

The AGENCY agrees that the rights of user and RSI shall be governed by the Laws of the State of WA, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State.

Data Ownership

All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by RSI is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation

The AGENCY agrees that any cause of action you may have against RSI must be commenced within (6) six months after the claim arises.

Pricing

The AGENCY agrees to the prices set forth in this agreement. RSI reserves the right to modify AGENCY pricing at the contract renewal date, and will provide 30 day advance written notice of its intent to do so.

Copyright

The AGENCY recognizes that the RSI website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of RSI's technology.

RSI uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of RSI, and agrees to hold RSI, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Print _____ Name _____
Title _____
Phone # _____
Email _____
Signature _____
Date _____

Select Billing Frequency:

If no billing cycle is selected, the account will automatically be billed yearly.

Monthly [☐] Yearly [☐]

Billing Contact:

Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:

Name _____

Email _____

Would you like to receive a copy of your invoice via mail please check here: Mail [☐]

Mailed invoices will be sent to the billing address list above.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Annual Quality Elevator Inspections
DEPARTMENT & PERSON MAKING REQUEST	Facilities Maintenance - Robert Kinsey
PHONE # OR EXTENSION #	830-249-9343 Ext. 380
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of work orders providing for the annual Quality Elevator inspections.
REASON FOR AGENDA ITEM	Compliance with State Law
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION

SUBJECT	Bid # 2019.01
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to award the Road Materials bid #2019.01 for Fiscal Year 2019.
REASON FOR AGENDA ITEM	To award the bid for road materials.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None

KENDALL COUNTY, TEXAS
ROAD MATERIALS - BID # 2019.01

Vendor Name	Limestone Rock Asphalt	Boerne			Comfort			Kendalia			Additional Price per Mile to Job Site	Additional Price per Ton for Belly Dump	Subject to Acceptance Within _____ Days
		Price	Freight	Total	Price	Freight	Total	Price	Freight	Total			
	THD Item 330, Type AA												
Martin Marietta - Uvalde		\$ 38.00	\$ 21.70	\$ 59.70	\$ 38.00	\$ 22.42	\$ 60.42	\$ 38.00	\$ 24.32	\$ 62.32	\$ 0.1725	\$ 0.175	90
Vulcan Construction Materials, LLC		\$ 38.00	\$ 21.88	\$ 59.88	\$ 38.00	\$ 19.19	\$ 57.19	\$ 38.00	\$ 21.88	\$ 59.88	\$ 0.1700	\$ 1.000	30
	THD Item 330, Type CC												
Martin Marietta - Uvalde		\$ 38.00	\$ 21.70	\$ 59.70	\$ 38.00	\$ 22.42	\$ 60.42	\$ 38.00	\$ 24.32	\$ 62.32	\$ 0.1725	\$ 0.175	90
Vulcan Construction Materials, LLC		\$ 38.50	\$ 21.88	\$ 60.38	\$ 38.50	\$ 19.19	\$ 57.69	\$ 38.50	\$ 21.88	\$ 60.38	\$ 0.1700	\$ 1.000	30
	THD Item 330, Type D												
Martin Marietta - Uvalde		\$ 38.00	\$ 21.70	\$ 59.70	\$ 38.00	\$ 22.42	\$ 60.42	\$ 38.00	\$ 24.32	\$ 62.32	\$ 0.1725	\$ 0.175	90
Vulcan Construction Materials, LLC		\$ 39.50	\$ 21.88	\$ 61.38	\$ 39.50	\$ 19.19	\$ 58.69	\$ 39.50	\$ 21.88	\$ 61.38	\$ 0.1700	\$ 1.000	30
Green Dream International LLC		\$ 53.55	\$ 8.35	\$ 61.90	\$ 53.55	\$ 11.89	\$ 65.44	\$ 53.55	\$ 11.13	\$ 64.68	\$ 0.6000	\$ -	30

Vendor Name	Hot Mix, Hot Lay										Additional Price per Mile to Job Site	Additional Price per Ton for Belly Dump	Subject to Acceptance Within _____ Days
		Price	Freight	Total	Price	Freight	Total	Price	Freight	Total			
	THD Item 340, Type B												
Century Asphalt, Ltd.		\$ 42.00	\$ 11.00	\$ 53.00	\$ 42.00	\$ 13.00	\$ 55.00	\$ 42.00	\$ 10.00	\$ 52.00	\$ 0.20	N/A	90
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 58.00	\$ 13.00	\$ 71.00	\$ 58.00	\$ 14.50	\$ 72.50	\$ 58.00	\$ 11.00	\$ 69.00	\$ 0.18	\$ 0.18	30
Brauntex Materials, Inc.		\$ 45.00	\$ 10.00	\$ 55.00	\$ 45.00	\$ 12.00	\$ 57.00	\$ 45.00	\$ 10.00	\$ 55.00	\$ 5.00	N/A	30
Vulcan Construction Materials, LLC		\$ 48.00	\$ 7.52	\$ 55.52	\$ 48.00	\$ 12.52	\$ 60.52	\$ 48.00	\$ 11.00	\$ 59.10	\$ 0.30	N/A	30
	THD Item 340, Type D												
Century Asphalt, Ltd.		\$ 48.00	\$ 11.00	\$ 59.00	\$ 48.00	\$ 13.00	\$ 61.00	\$ 48.00	\$ 10.00	\$ 58.00	\$ 0.20	N/A	90
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 58.00	\$ 13.00	\$ 71.00	\$ 58.00	\$ 14.50	\$ 72.50	\$ 58.00	\$ 11.00	\$ 69.00	\$ 0.18	\$ 0.18	30
Brauntex Materials, Inc.		\$ 40.00	\$ 10.00	\$ 50.00	\$ 40.00	\$ 12.00	\$ 52.00	\$ 40.00	\$ 10.00	\$ 50.00	\$ 5.00	N/A	30
Vulcan Construction Materials, LLC		\$ 48.00	\$ 7.52	\$ 55.52	\$ 48.00	\$ 12.52	\$ 60.52	\$ 48.00	\$ 11.10	\$ 59.10	\$ 0.30	N/A	30

Vendor Name	Grade 3 Coverstone										Additional Price per Mile to Job Site	Additional Price per Ton for Belly Dump	Subject to Acceptance Within _____ Days
		Price	Freight	Total	Price	Freight	Total	Price	Freight	Total			
	THD Item 302, Type PB												
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 40.00	\$ 12.00	\$ 52.00	\$ 40.00	\$ 13.50	\$ 53.50	\$ 40.00	\$ 10.00	\$ 50.00	\$ 0.18	\$ 0.18	30
Vulcan Construction Materials, LLC		\$ 22.00	\$ 21.88	\$ 43.88	\$ 22.00	\$ 19.19	\$ 41.19	\$ 22.00	\$ 21.88	\$ 43.88	\$ 0.17	N/A	30
Green Dream International LLC		\$ 13.13	\$ 7.12	\$ 20.25	\$ 13.13	\$ 10.23	\$ 23.36	\$ 13.13	\$ 9.49	\$ 22.62	\$ 0.52	\$ -	30

Vendor Name	Grade 4 Coverstone										Additional Price per Mile to Job Site	Additional Price per Ton for Belly Dump	Subject to Acceptance Within _____ Days
		Price	Freight	Total	Price	Freight	Total	Price	Freight	Total			
	THD Item 302, Type PB												
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 40.00	\$ 12.00	\$ 52.00	\$ 40.00	\$ 13.50	\$ 53.50	\$ 40.00	\$ 10.00	\$ 50.00	\$ 0.18	\$ 0.18	30
Brauntex Materials, Inc.		\$ 30.00	\$ 10.00	\$ 40.00	\$ 30.00	\$ 12.00	\$ 42.00	\$ 30.00	\$ 10.00	\$ 40.00	\$ 5.00	N/A	30
Vulcan Construction Materials, LLC		\$ 22.50	\$ 21.88	\$ 44.38	\$ 22.50	\$ 19.19	\$ 41.69	\$ 22.50	\$ 21.88	\$ 44.38	\$ 0.17	N/A	30

3/4" Base Material									
THD 247, Type A									
Reeh Quarry *Prices per Ton*		\$ 6.25	\$ 4.00	\$ 10.25	\$ 6.25	\$ 4.00	\$ 10.25	\$ 6.15	\$ 8.35 \$ 14.50
Martin Marietta - SA		\$ 5.00	\$ 6.00	\$ 11.00	\$ 5.00	\$ 7.82	\$ 12.82	\$ 5.00	\$ 7.65 \$ 12.65
Brauntex Materials, Inc.		\$ 6.35	\$ 10.00	\$ 16.35	\$ 6.35	\$ 12.00	\$ 18.35	\$ 6.35	\$ 6.00 \$ 12.35
Green Dream International LLC		\$ 6.53	\$ 6.42	\$ 12.95	\$ 6.53	\$ 8.37	\$ 14.90	\$ 6.53	\$ 8.19 \$ 14.72
									\$0.19 / ton per add mile 30
									\$ 7.00 N/A 90
									\$ 5.00 N/A 30
									\$ 0.42 \$ - 30

Grade 2 Road Base									
THD Item 247, Type A									
Reeh Quarry *Prices per Ton*		\$ 6.00	\$ 4.00	\$ 10.00	\$ 6.00	\$ 4.00	\$ 10.00	\$ 6.00	\$ 8.00 \$ 14.00
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 4.00	\$ 12.00	\$ 16.00	\$ 4.00	\$ 13.50	\$ 17.50	\$ 4.00	\$ 10.00 \$ 14.00
Martin Marietta - SA		\$ 5.25	\$ 6.00	\$ 11.25	\$ 5.25	\$ 7.82	\$ 13.07	\$ 5.25	\$ 7.65 \$ 12.90
Brauntex Materials, Inc.		\$ 5.85	\$ 10.00	\$ 15.85	\$ 5.85	\$ 12.00	\$ 17.85	\$ 5.85	\$ 6.00 \$ 11.85
Vulcan Construction Materials, LLC		\$ 6.50	\$ 8.32	\$ 14.82	\$ 6.50	\$ 10.82	\$ 17.32	\$ 6.50	\$ 12.80 \$ 19.30
Green Dream International LLC		\$ 6.53	\$ 6.42	\$ 12.95	\$ 6.53	\$ 8.37	\$ 14.90	\$ 6.53	\$ 8.19 \$ 14.72
									\$0.19 / ton per add mile 30
									\$ 0.18 \$ 0.18 30
									\$ 7.00 N/A 90
									\$ 5.00 N/A 30
									\$ 0.26 N/A 30
									\$ 0.42 \$ - 30

Emulsified Asphalt									
THD Item 300									
CRS-2									
Cleveland Asphalt Products		\$ 1.95	\$ 0.25	\$ 2.20	\$ 1.95	\$ 0.25	\$ 2.20	\$ 1.95	\$ 0.25 \$ 2.20
Ergon Asphalt & Emulsion, Inc.		\$ 2.00	\$ 0.14	\$ 2.14	\$ 2.00	\$ 0.15	\$ 2.15	\$ 2.00	\$ 0.15 \$ 2.15
CSS-1H									
Cleveland Asphalt Products		\$ 1.95	\$ 0.25	\$ 2.20	\$ 1.95	\$ 0.25	\$ 2.20	\$ 1.95	\$ 0.25 \$ 2.20
Ergon Asphalt & Emulsion, Inc.		\$ 2.05	\$ 0.14	\$ 2.19	\$ 2.05	\$ 0.15	\$ 2.20	\$ 2.05	\$ 0.15 \$ 2.20
AEP									
Cleveland Asphalt Products	(Shall be Cationic/Water Dilute)	\$ 2.20	\$ 0.25	\$ 2.45	\$ 2.20	\$ 0.25	\$ 2.45	\$ 2.20	\$ 0.25 \$ 2.45
Ergon Asphalt & Emulsion, Inc.		\$ 2.85	\$ 0.14	\$ 2.99	\$ 2.85	\$ 0.15	\$ 3.00	\$ 2.85	\$ 0.15 \$ 3.00
									*Prices based on 5000 gallon min. load delivery. Call for smaller qty prices. Demurrage Charge: \$80. per hour after 2 free hours. *
									Freight Rates - \$.49770/ ton for asphalt & polymer leads or \$.00150 gal for emulsion will be added
									Freight Rates - \$.49770/ ton for asphalt & polymer leads or \$.00150 gal for emulsion will be added
									Freight Rates - \$.49770/ ton for asphalt & polymer leads or \$.00150 gal for emulsion will be added

Econo-Pave									
(Oil Add)									

3" X 5" Rip - Rap									
Crushed Limestone/ Chemical Stone									
Reeh Quarry *Prices per Ton*		\$ 10.50	\$ 5.50	\$ 16.00	\$ 10.50	\$ 5.50	\$ 16.00	\$ 10.50	\$ 9.50 \$ 20.00
Colorado Materials, Ltd. *22 Ton Minimum*		\$ 14.00	\$ 12.00	\$ 26.00	\$ 14.00	\$ 13.50	\$ 27.50	\$ 14.00	\$ 10.00 \$ 24.00
Martin Marietta - SA		\$ 15.00	\$ 7.00	\$ 22.00	\$ 15.00	\$ 8.82	\$ 23.82	\$ 15.00	\$ 8.65 \$ 23.65
Brauntex Materials, Inc.		\$ 12.00	\$ 10.00	\$ 22.00	\$ 12.00	\$ 12.00	\$ 24.00	\$ 12.00	\$ 10.00 \$ 22.00
Vulcan Construction Materials, LLC		\$ 15.00	\$ 8.32	\$ 23.22	\$ 15.00	\$ 10.82	\$ 25.82	\$ 15.00	\$ 12.80 \$ 27.80
Green Dream International LLC		\$ 16.80	\$ 7.12	\$ 23.92	\$ 16.80	\$ 11.89	\$ 28.69	\$ 18.19	\$ 9.26 \$ 27.45
									\$0.19 / ton per add mile 30
									\$ 0.18 \$ 0.18 30
									\$ 7.00 N/A 90
									\$ 5.00 N/A 30
									\$ 0.26 N/A 30
									\$ 0.59 \$ - 30

* 3 Business Days for Order*



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/13/2018
OPEN SESSION**

SUBJECT	Audit Firm
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 to hire Neffendorf & Knopp, P.C. to perform the Fiscal Year 2018 independent audit.
REASON FOR AGENDA ITEM	Hire audit firm
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None

NEFFENDORF & KNOPP, P.C.

Certified Public Accountants

**P.O. BOX 874 736 S. WASHINGTON ST.
FREDERICKSBURG, TEXAS 78624-0874
(830)997-3348**

**MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS**

**FAX: (830)997-3333
E-mail: info@nkpccpa.com**

**MEMBER
TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS**

October 30, 2018

Honorable Judge and County Commissioners
County of Kendall
Boerne, TX 78006

We are pleased to confirm our understanding of the services we are to provide County of Kendall for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Kendall as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Kendall's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Kendall's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule- General Fund
- 3) Budgetary Comparison Schedule- Road and Bridge Fund
- 4) Schedule of Changes in Net Pension Liability and Related Ratios
- 5) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies County of Kendall's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Non-major Fund Financial Statements
- 2) Statement of Changes in Assets and Liabilities- Agency Fund
- 3) Private Purpose Trust Fund Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the

financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of County of Kendall and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of County of Kendall's financial statements. Our report will be addressed to the Judge and County Commissioners of County of Kendall. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that County of Kendall is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Kendall's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of County of Kendall in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate

steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Neffendorf & Knopp, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Neffendorf & Knopp, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Keith Neffendorf, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to County of Kendall and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Neffendorf & Knopp, P.C.
Neffendorf & Knopp, PC

RESPONSE:

This letter correctly sets forth the understanding of County of Kendall.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 11/13/2018 OPEN SESSION	
SUBJECT	Community Development Fund Contract No. 7218260
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-294-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Contract No. 7218260 concerning an agreement with the Texas Department of Agriculture for the Community Development Fund benefitting Kendall County Water Control Improvement District #1 which serves the community of Comfort, Texas.
REASON FOR AGENDA ITEM	Community Development Block Grant for the WCID #1
IS THERE DOCUMENTATION	yes
WHO WILL THIS AFFECT?	WCID #1
ADDITIONAL INFORMATION	None

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF KENDALL
CONTRACT NO. 7218260
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Kendall (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on November 1, 2018, and shall terminate on October 31, 2020, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570, Subpart I (the U.S. Housing and Urban Development [HUD] regulations concerning the state CDBG program). Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.

2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

3. Wording, Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.

2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.

3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department,

until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part

200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.

2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.

3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. **Prohibited Activity.** Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. **Labor Standards**
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.


B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

DocuSigned by:


931A478D54724A5
Darrel L. Lux, County Judge
County of Kendall

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF KENDALL

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The Kendall County Water Control and Improvement District #1, serving the community of Comfort, has elevated levels of radium in the water supply.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Water Improvements Contractor shall install radium removal systems to reduce radium levels in the water supply. Contractor shall install two (2) radium removal systems, two (2) support buildings and all associated appurtenances. Construction shall take place in Comfort at Booster Site #5 located at the intersection of Altgelt and SH 87 and Booster Site #6 located at the end of unnamed road off North Cypress Creek Road.

These activities shall benefit two thousand one hundred sixty-five (2,165) persons, of which one thousand six hundred seventy-five (1,675) or seventy-seven percent (77%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B
BUDGET
COUNTY OF KENDALL

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$244,750	\$27,500	\$272,250
Water Improvements-Construction	\$212,500	\$27,500 ¹	\$240,000
Water Improvements-Engineering	\$32,250	\$0	\$32,250
21A General Program Administration - Total	\$30,250	\$0	\$30,250
TOTALS	\$275,000	\$27,500	\$302,500

Source of Other Funds:

1 – Kendall County Water Control and Improvement District #1

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
COUNTY OF KENDALL

CONTRACT START DATE

November 1, 2018

CONTRACT END DATE

October 31, 2020

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	1/1/2019
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	3/1/2019
Plans and Specifications Completed	Month 6	5/1/2019
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	5/1/2019
Environmental Review Completed	Month 6	5/1/2019
Clearance of Pre-Construction Special Conditions	Month 8	7/1/2019
Wage Rate 10-Day Confirmation	Month 8	7/1/2019
Construction Contract Awarded & Executed	Month 9	8/1/2019
Construction - 50% TxCDBG project complete	Month 14	1/1/2020
Construction - 75% TxCDBG project complete	Month 17	4/1/2020
Construction - 90% TxCDBG project complete	Month 19	6/1/2020
Construction & Final Inspections Completed	Month 20	7/1/2020
End Date of Contract	Month 24	10/31/2020
Close-out documents submitted to Department (60 days after End Date)	Month 26	12/30/2020

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
COUNTY OF KENDALL

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

a. Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C. 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F
CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the County of Kendall, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.

DocuSigned by:

931A418D54724A5...

Signature/Authorized Official

Date

Darrel L. Lux

Printed Name

Kendall County Judge

Title

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that the knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.