

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda :  
☐ Supplemental Agenda:  
☐ Special Agenda:  
☐ Executive Session:

Dec 22, 2014

SUBJECT: Service Awards

REQUESTED BY: AD Spain

(Please print your name and title)

PHONE NUMBER/EXTENSION: 8220

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

|                   |          |                |
|-------------------|----------|----------------|
| Neil Quick        | 20 YEARS | SHERIFF OFFICE |
| Christopher Ortiz | 5 YEARS  | SHERIFF OFFICE |
| Linda Velez       | 5 YEARS  | SHERIFF OFFICE |
| Antonio Goyeta    | 5 YEARS  | FACILITIES     |
| James Ripsy       | 5 YEARS  | SHERIFF OFFICE |

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Minutes

REQUESTED BY: Sally W. Peters, Deputy Clerk / Administrative Assistant  
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 1 minute

#### WORDING OF AGENDA ITEM:

Consideration and action on approval of the Minutes for December 8, 2014.

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Monthly Reports

REQUESTED BY: Corinna Speer, County Auditor

(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the approval of monthly reports for November 2014.

## FEES OF OFFICE REPORTS FY 2015

[illegible]

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Accounts Payable Claims

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action on the approval of claims for purchases, services and vendors.

## **KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST**

**COURT DATE:** December 22, 2014   ☒ Open Session   Executive Session

**SUBJECT:** Proposed legislation – Kendall County Courts and Attorneys

**REQUESTED BY:** Darrel Lux, County Judge

**PHONE NO. /EXT.** 213      **TIME FOR PRESENTATION:** 30 min.

**WORDING OF AGENDA ITEM:**

- A. Consideration and action concerning proposed legislation to:
  - 1. Create a District Court with jurisdiction only in Kendall County;
  - 2. Eliminate the County Court at Law;
  - 3. Create the office of Criminal District Attorney and eliminate the office of County Attorney; or
  - 4. Create the office of District Attorney and retain the office of County Attorney with authority and responsibility concerning civil matters only.
- B. Consideration and action concerning presentation of proposed legislation to legislative representatives.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):**

Legislation has been proposed to create a District Court with jurisdiction only in Kendall County, thereby removing Kendall County from the 216th Judicial District. The Commissioners Court approved proceeding with such legislation at the Court meeting on December 8, 2014. Creation of a District Court for Kendall County mandates that either the office of Criminal District Attorney be created to handle both criminal and civil matters, or that the office of District Attorney be created to handle criminal matters and the office of County Attorney remain with responsibility for civil matters only. The proposed legislation as submitted eliminates the County Court at Law, giving the District Court jurisdiction over matters now under the jurisdiction of the County Court at Law. The Constitutional County Court would remain in existence with the County Judge as the Presiding Judge.

**SUPPORTING DOCUMENTATION:**

Proposed legislation (as prepared by Judge Palmer for creation of the District Court and as prepared by Don Allee for creation of the office of Criminal District Attorney.)

ARTICLE \_\_\_\_\_

ABOLITION OF A STATUTORY COUNTY COURT,  
CREATION OF ADDITIONAL JUDICIAL DISTRICT, AND  
AMENDMENT OF §24.275 -216<sup>TH</sup> JUDICIAL DISTRICT

SECTION 24.275 The 216<sup>th</sup> Judicial District is composed of Gillespie and Kerr counties.

SECTION \_\_\_\_\_ (a) Subchapter C, Chapter 24, Government Code, is amended by adding Section 24. \_\_\_\_\_ to read as follows:

Sec. 24. \_\_\_\_\_ JUDICIAL DISTRICT (KENDALL COUNTY).

The Judicial District is composed of Kendall County.

(b) Sections 25.1321 and 25.1322, Government Code, are repealed.

(c) On January 1, 2017:

(1) the County Court at Law of Kendall County is abolished;  
and

(2) the \_\_\_\_\_ Judicial District (Kendall County) is created.

(d) This section takes effect January 1, 2017.

SECTION \_\_\_\_\_ Subchapter A, Chapter 24, Government Code, is amended by adding Section 24. \_\_\_\_\_ to read as follows:

Sec. 24. \_\_\_\_\_ JURISDICTION OF \_\_\_\_\_ JUDICIAL DISTRICT COURT;  
DUTIES OF COUNTY CLERK.

(a) In addition to other jurisdiction provided by law to a District Court, the District Court has:

- (1) The criminal and civil jurisdiction of a county court; and
- (2) The appellate jurisdiction of a county court.

(b) In addition to other jurisdiction provided by law, the \_\_\_\_\_ District Court has the jurisdiction of a county court in probate matters and proceedings under Title 7, Subtitle C, Health and Safety Code.

- (c) Notwithstanding any other law, all matters within the jurisdiction described by Subsection (a)(1) or (2) or (b) of the district court must be filed with the county clerk of the county served by the court. The county clerk serves as clerk of the district court with respect to those matters.

SECTION \_\_\_\_\_ Notwithstanding Section 24.026, Government Code, as added by this Act and except as provided by Section \_\_\_\_\_ of this article, the initial vacancy in the office of judge of a judicial district created by this article shall be filled by election. Except as provided by Section \_\_\_\_\_ of this article, the office of judge of a judicial district created by this article exists for purposes of the primary and general elections in 2016. A vacancy after the initial vacancy is filled as provided by Section 28, Article V, Texas Constitution.

SECTION \_\_\_\_\_ (a) The statutory county court judge shall, on the date the statutory county court in Kendall County in which the judge serves is abolished in accordance with this article, transfer all cases pending in that court immediately before the abolition to the district court created by article. The local administrative judge shall transfer to the \_\_\_\_\_ District Court all cases from Kendall County pending in the 216<sup>th</sup> District Court to be effective January 1, 2017.

(b) When a case is transferred as provided by Subsection (a) of this section, all processes, writs, bonds, recognizances, or other obligations issued from the transferring court are returnable to the court to which the case is transferred as if originally issued by that court. The obliges on all bonds and recognizances taken in and for the transferring court and all witnesses summoned to appear in the transferring court are required to appear before the court to which the case is transferred as if taken in or for or required to appear before that court.

SECTION \_\_\_\_\_ It is an exception to the application of Section 255.006, Election Code, that a person making a representation described by that section represents that a judge who, immediately before the date the statutory county court was abolished in accordance with this article, was serving as the judge of that court and who is a candidate to fill the initial vacancy in the office of judge of the district court created by the same subsection of this article that provides for the date of abolition of the statutory county court for which the person formerly served as judge, holds the office of judge of that district court.

SECTION \_\_\_\_\_ (a) This section applies only to a person who:



- (1) Immediately before the date a statutory county court was abolished in accordance with this article, was serving as the judge of that court; and
  - (2) is elected to serve and takes office as the initial judge of the district court created by the same subsection of the section of this article that provides for the date of abolition of the statutory county court for which the person formerly served as judge.
- (b) Not later than the 30<sup>th</sup> day after the date a person to whom this section applies takes office as the initial judge of a district court described by Subdivision \_\_\_\_, Subsection \_\_\_\_ of this section, the person may make an irrevocable election to remain a member of the retirement system provided by the county formerly served by the statutory county court described by subdivision \_\_\_\_, Subsection \_\_\_\_ of this section.
- (c) Not later than the 30<sup>th</sup> day after the date a person to whom this section applies takes office as the initial judge of a district court described by Subdivision \_\_\_\_, Subsection \_\_\_\_ of this section, the person may make an irrevocable election to remain a member of the retirement system provided by the county formerly served by the statutory county court described by Subdivision \_\_\_\_, Subsection \_\_\_\_ of this section. A person who elects to remain a member of the retirement system provided by that county is not eligible for membership in the Judicial Retirement System of Texas Plan Two.
- (d) An election under this section is governed by procedures adopted by the Judicial Retirement System of Texas Plan Two. As soon as practicable after an election is made, the Judicial Retirement System of Texas Plan Two shall notify the applicable county and retirement system of the person's election.
- (e) A person who elects to remain a member of the retirement system provided by the county under this section is required to contribute to that retirement system at the rate required of other members of that system for current service. The person's contribution under this section shall be made as follows:
  - (1) each payroll period the payroll officer responsible for paying the state compensation of a judicial officer shall:
    - (A) deduct the required picked-up contribution from the district court judge's state compensation; and

- (B) pay the deducted amounts to the county that participates in the retirement system of which the person is a member; and
  - (2) the county shall pay or cause to be paid to the retirement system at the system's office the amounts the county receives under Paragraph \_\_\_\_ Subdivision \_\_\_\_ of this subsection.
- (f) On behalf of a person who elects to remain a member of the retirement system provided by the county, the county shall contribute to the retirement system an amount that matches the rate of the person's contribution under Subsection \_\_\_\_ of this section, including any amount required to fund optional benefits provided by the county under its retirement system, and is calculated in accordance with the formula adopted by the retirement system in the same manner and to the same extent as the county calculates the amount it contributes on behalf of a person who is a judicial officer of the county compensated entirely from the county's general salary fund.
- (g) On behalf of a person who elects to remain a member of the retirement system provided by the county, the state shall pay to the county, at the same time the state pays the person's contribution to the county under Paragraph \_\_\_\_, Subdivision \_\_\_\_, Subsection \_\_\_\_ of this section, an amount equal to the amount the county is required to contribute under Subsection \_\_\_\_ of this section.
- (h) A person who does not elect to remain a member of a county-provided retirement system under Subsection \_\_\_\_ of this section is considered to have chosen membership in the Judicial Retirement System of Texas Plan Two.

THIS ACT TAKES EFFECT September 1, 2015

By:

S.B. No.

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the office of Criminal District Attorney for Kendall County thereby eliminating the position of County Attorney.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 43, Government Code, is amended by adding Section 44. \_\_\_\_\_ to read as follows:

Sec. 44. . . . KENDALL COUNTY. The voters of Kendall County elect a Criminal District Attorney.

(a) The Criminal District Attorney of Kendall County must be at least 30 years old, must have been a practicing attorney in this state for five years, and must have been a resident of Kendall County for at least one year before election or appointment.

(b) The Criminal District attorney has all the powers, duties, and privileges in Kendall County that are conferred by law on county and district attorneys in the various counties and districts.

(c) The Criminal District Attorney shall attend each term and session of the district and inferior courts of Kendall County, except municipal courts, held for the transaction of criminal business and shall exclusively represent the state in all criminal matters before those courts.

(d) The Criminal District Attorney shall represent Kendall County in any court in which the county has pending business. This subsection does not require the Criminal District Attorney to represent the county in a delinquent tax suit or condemnation proceeding and does not prevent the Commissioners Court from retaining other legal counsel in a civil matter at any time it considers appropriate to do so.

(e) The Criminal District Attorney shall collect the fees,

commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney

(f) The Criminal District Attorney is entitled to receive in equal monthly installments compensation from the state equal to the amount paid by the state to district attorneys. The state compensation shall be paid by the comptroller of public accounts as appropriated by the legislature. The Commissioners Court of Kendall County shall pay the Criminal District Attorney an additional amount so that the total compensation of the Criminal District Attorney equals at least 90 percent of the total salary paid to the judge of the district court in Kendall County. The compensation paid by the county shall be paid in semi-weekly or bimonthly installments, as determined by the Commissioners Court.

(g) The Criminal District Attorney or the Commissioners Court of Kendall County may accept gifts and grants from any individual, partnership, corporation, trust, foundation, association, or governmental entity for the purpose of financing or assisting effective prosecution, crime prevention or suppression, rehabilitation of offenders, substance abuse education, treatment and prevention, or crime victim's assistance programs in Kendall County. The Criminal District Attorney shall account for and report to the Commissioners Court all gifts or grants accepted under this subsection.

(h) The Criminal District Attorney, for the purpose of conducting the affairs of the office, may appoint a staff composed of Assistant Criminal District Attorneys, investigators, stenographers, clerks, and other personnel that the Commissioners Court may authorize. The salary of a staff member is in an amount recommended by the Criminal District Attorney and approved by the Commissioners Court. The Commissioners Court shall pay the salaries of the staff in equal semi-weekly or bimonthly installments from county funds.

(i) Kendall County is entitled to receive from the state an amount equal to the amount provided in the General Appropriations Act to district

attorneys for the payment of staff salaries and expenses of the office.

(j) The legislature may provide for additional staff members to be paid from state funds if it considers supplementation of the Criminal District Attorney's staff necessary.

(k) The Criminal District Attorney shall, with the advice and consent of the Commissioners Court, designate one or more individuals to act as Assistant Criminal District Attorney with exclusive responsibility for assisting the Commissioners Court. Persons appointed to this position shall have extensive experience in representing public entities and shall be knowledgeable in those areas of the law that affect counties in Texas; particularly the Texas Open Meetings Act and the Texas Public Information Act.

(l) The Criminal District Attorney and Assistant Criminal District Attorneys may not engage in the private practice of law or receive a fee for the referral of a case.

(m) A vacancy in the office of Criminal District Attorney is filled by appointment by the Commissioners Court of Kendall County. The appointee holds office until the next general election.

SECTION 2. Section 44.001, Government Code is amended to read as follows:

Section 44.01 ELECTION. The voters of each of the following counties elect a criminal district attorney: Anderson, Austin, Bastrop, Bexar, Bowie, Brazoria, Caldwell, Calhoun, Cass, Collin, Comal, Dallas, Deaf Smith, Denton, Eastland, Fannin, Galveston, Grayson, Gregg, Harrison, Hays, Hidalgo, Jackson, Jasper, Jefferson, Kaufman, Kendall, Lubbock, McLennan, Madison, Navarro, Newton, Panola, Polk, Randall, Rockwall, San Jacinto, Smith, Tarrant, Taylor, Tyler, Upshur, Van Zandt, Victoria, Walker, Waller, Wichita, Wood, and Yoakum.

SECTION 3. Section 46.002, Government Code, is amended to read as

follows:

Sec. 46.002. PROSECUTORS SUBJECT TO CHAPTER. This chapter applies to the state prosecuting attorney, all county prosecutors, and the following state prosecutors:

(1) the district attorneys for Kenedy and Kleberg Counties and for the 1st, 2nd, 8th, 9th, 12th, 18th, 21st, 23rd, 25th, 26th, 27th, 29th, 31st, 32nd, 33rd, 34th, 35th, 36th, 38th, 39th, 42nd, 43rd, 46th, 47th, 49th, 50th, 51st, 52nd, 53rd, 63rd, 64th, 66th, 69th, 70th, 76th, 81st, 83rd, 84th, 85th, 88th, 90th, 97th, 100th, 105th, 106th, 109th, 110th, 112th, 118th, 119th, 123rd, 142nd, 143rd, 145th, 156th, 159th, 173rd, 196th, 198th, 216th, 220th, 229th, 235th, 253rd, 258th, 259th, 266th, 268th, 271st, 286th, 329th, 344th, 349th, 355th, 444th, and 506th judicial districts;

(2) the criminal district attorneys for the counties of Anderson, Austin, Bastrop, Bexar, Bowie, Brazoria, Caldwell, Calhoun, Cass, Collin, Comal, Dallas, Deaf Smith, Denton, Eastland, Fannin, Galveston, Grayson, Gregg, Harrison, Hays, Hidalgo, Jasper, Jefferson, Kaufman, Kendall, Lubbock, McLennan, Madison, Navarro, Newton, Panola, Polk, Randall, Rockwall, San Jacinto, Smith, Tarrant, Taylor, Tyler, Upshur, Van Zandt, Victoria, Walker, Waller, Wichita, Wood, and Yoakum; and

(3) the county attorneys performing the duties of district attorneys in the counties of Andrews, Callahan, Cameron, Castro, Colorado, Crosby, Ellis, Falls, Freestone, Lamar, Lamb, Lampasas, Lee, Limestone, Marion, Milam, Morris, Ochiltree, Orange, Rains, Red River, Robertson, Rusk, Swisher, Terry, Webb, and Willacy.

SECTION 4. This Act takes effect January 1, 2017. The Criminal District Attorney for Kendall County shall be elected by the qualified voters of Kendall County in the 2016 elections, in the manner provided by law.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Renewal agreement with software provider

REQUESTED BY: Barbara Christman, Indigent Healthcare Coordinator

PHONE #/EXT: 351 TIME NEEDED FOR PRESENTATION: 5 minutes

#### WORDING OF AGENDA ITEM:

Consideration and action concerning the renewal Memorandum of Understanding with IHS (Indigent Healthcare Solutions) to continue to provide the software for the Indigent Program with a \$12.00 per month increase.

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Kendall County, Texas, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for additional price considerations of \$4.00 per month, per concurrent user to reflect the new licensing fees charged by the American Medical Association (AMA) for CPT and ICD-9 Codes.

The following documents which are effective until February 1, 2015.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement
- Memorandum of Understanding (2013)

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning February 1, 2015 until February 1, 2017.

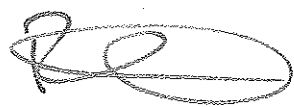
This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

\_\_\_\_\_  
Hon. Darrel L. Lux  
County Judge

\_\_\_\_\_, 2014

IHS

  
\_\_\_\_\_  
Robert Baird  
President

12/10, 2014



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: CDBG Application and Resolution

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to apply for 2015-2016 Rural Community  
Development Block Grant assistance under the Community Development  
Fund and approve resolution and interlocal agreement.

**STATE OF TEXAS**  
**KENDALL COUNTY**

**RESOLUTION**

A RESOLUTION OF KENDALL COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, Kendall County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, including persons of low-to-moderate income; and

WHEREAS, certain conditions exist which may represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Kendall County to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KENDALL COUNTY:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of Kendall County with the Texas Department of Agriculture.
2. That Kendall County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000.00 of grant funds to provide water system improvements benefitting the Kendall County Water Control and Improvement District #1 service area located within Kendall County.
4. That the Commissioners Court directs and designates the County Judge as Kendall County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and Kendall County's participation in the Texas Community Development Block Grant Program including execution of an Interlocal Agreement with the Kendall County Water Control and Improvement District #1 regarding the construction, transfer, maintenance, and operation of facilities constructed through this program and the provision of service to households benefitting from this program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Passed and approved this 22<sup>nd</sup> day of December, 2014.

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Darrel L. Lux, County Judge

ATTEST:

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Darlene Herrin, County Clerk

THE STATE OF TEXAS §

KENDALL COUNTY §

**INTERLOCAL AGREEMENT**  
**Pursuant to the Interlocal Cooperation Act**  
**Texas Government Code, Chapter 791**

This AGREEMENT is made between KENDALL COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #1, hereinafter referred to as the WCID, acting through its Board of Directors.

The COUNTY agrees to use grant funds from its Program Year 2015-16 Community Development Block Grant Program - Community Development Fund Contract to construct improvements to the WCID'S public water system benefitting the residents of Kendall County, if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from February 27, 2015 until the project is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

The COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the WCID, and TDA.
4. Provide pre-bid project design changes or change orders to the WCID for its review and approval prior to authorization by the COUNTY.
5. Gain WCID approval before awarding a construction contract that exceeds the funds available in the GRANT budget.
6. Ensure that the WCID shall not be responsible for any GRANT-related costs other than those outlined herein without the WCID's written approval, except for costs associated with a violation or early termination of this Agreement by the COUNTY.
7. Maintain at its sole discretion the option to approve construction contracts or change orders that would result in any obligation to pay for costs that exceed available GRANT funds.
8. Automatically transfer full ownership of the grant improvements to the WCID upon acceptance by the COUNTY of the Certificate of Construction Completion.

The WCID shall:

1. Comply with the federal conflict of interest provisions at 24 CFR 85.36(b)(3) and 570.489(h) relating to the purchase of goods or services through this GRANT.
2. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
3. Offer to provide access to the improved service to all beneficiaries of this project at its officially adopted utility rates.
4. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under WCID control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

5. Be solely responsible for the continued ownership, maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
6. Pay for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the GRANT scope of work that it has approved in writing
7. Pay for any costs resulting from violation or early termination of this Agreement by the WCID including repayment of any grant expenditures disallowed by TDA if the project is not completed and placed in service.
8. Automatically receive full ownership of the grant improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
9. Provide any matching funds that it has separately committed by resolution of its Board.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the WCID or any third party, and the WCID hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

**KENDALL COUNTY, TEXAS**

**KENDALL COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT #1,  
TEXAS**

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**Darrel L. Lux  
County Judge**

---

**Fred Collins  
Board President**

---

DATE

---

DATE

ATTEST:

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**Darlene Herrin  
County Clerk**

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**Anthony Bohnert  
Board Secretary**

KENDALL COUNTY, TEXAS  
GRANT APPLICATION CHECKLIST

Department Requesting Grant: Kendall WCID #1

Grantor: Texas Department of Agricul. Type of Grant: FEDERAL ☒ STATE ☐

Grant Title: CDBG

Grant Amount: \$275,000 Grant Submission Deadline: 2/27/15

Grant Start Date: unknown

How the Grant Benefits Kendall County:

Water System Improvement in Confort

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

Kendall Co WCID will commit matching funds

County Auditor will have administrative responsibilities

Betty Collier 12/11/14  
Department Spokesperson Date

\_\_\_\_\_  
Department Head Date

\*\*\*\*\*

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

Corrina Speer 12/11/14  
County Auditor Date

\*\*\*\*\*

\*\*\*\*\*

\_\_\_\_\_  
Date Approved in Commissioners Court

\_\_\_\_\_  
Kendall County Judge

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Texas Capital Funds Grant

REQUESTED BY: Dan Rogers, EDC and Corinna Speer, County Auditor  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to apply for a Texas Capital Funds grant for the  
AJW Architectural Products development in Comfort. Authorize  
Grantworks to work with Kendall County EDC to prepare a Short Form  
pre-application.

KENDALL COUNTY, TEXAS  
GRANT APPLICATION CHECKLIST

Department Requesting Grant: AJW Architectural Products (EDC)

Grantor: Texas Department of Agriculture Type of Grant: FEDERAL / STATE

Grant Title: Texas Capital Funds

Grant Amount: up to \$450,000 Grant Submission Deadline: 12/22/2014

Grant Start Date: Unknown

How the Grant Benefits Kendall County:

Grant would be to extend gas and electric service and make drainage upgrades  
to protect the site from flooding.

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

At this time it is not known if a new bank account is required to be opened. If grant is  
awarded, Kendall County will be subject to a Single Audit for FY2015. The only other  
requirement is the County Auditor administrative time.

Department Spokesperson

Date

Department Head

Date

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

Corinna Speer 12/17/14  
County Auditor Date

\*\*\*\*\*  
\*\*\*\*\*

Date Approved in Commissioners Court

Kendall County Judge

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Consideration and Approval of Official Bonds

REQUESTED BY: Darlene Herrin, County Clerk  
(Please print your name and title)

PHONE #/EXT: 230

TIME NEEDED FOR PRESENTATION: 15 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and Approval of the following Official Bonds:

Darrel Lux, County Judge  
Bill Palmer, Judge, County Court at Law  
Susan Jackson, District Clerk  
Darlene Herrin, County Clerk  
Sheryl D'Spain, County Treasurer  
Wes Rexrode, County Surveyor

Richard W. Elkins, Commissioner, Pct. 2  
Tommy Pfeiffer, Commissioner, Pct. 3  
Royce Steubing, Commissioner, Pct. 4  
Lawrence (Larry) James, Justice of the Peace, Pct. 1  
Leon Brimhall, Justice of the Peace, Pct. 2  
Debby S. Hudson, Justice of the Peace, Pct. 3  
Frieda J. Pressler, Justice of the Peace, Pct. 4

Carrie Tyner – Deputy County Treasurer



## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Burn Ban

REQUESTED BY: Darrel L. Lux, County Judge / Jeffery Fincke, Fire Marshal  
(Please print your name and title)

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda :  
☐ Supplemental Agenda:  
☐ Special Agenda:  
☐ Executive Session:

12-22-14

SUBJECT: Dec 2014 Sales Tax Report

REQUESTED BY: AD Spair  
(Please print your name and title)

PHONE NUMBER/EXTENSION: X220

TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Presentation of Dec 2014 Sales Tax  
Report



**Sheryl D'Spain**

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

December 22, 2014

TO: Honorable Darrel Lux, County Judge  
Honorable Mike Fincke, Commissioner, Pct. 1  
Honorable Gene Miertschin, Commissioner, Pct. 2  
Honorable Richard Chapman, Commissioner, Pct. 3  
Honorable Kenneth Rusch, Commissioner, Pct. 4

RE: Comparison report for the collection of sales tax in Kendall County

In December, Kendall County received collections of \$ 242,623.76 for the month of October 2014. This figure is up 19.60% from October collections the previous year. Our year-to-date collections are \$ 2,771,178.56 an increase of 11.90% from last year.

A handwritten signature in cursive script that reads "Sheryl D'Spain".

Sheryl D'Spain  
Treasurer

Sales Tax Report-2014

| Sales tax collection for month | Month collection received | Sales Tax Collection 2013 | Sales Tax Collection 2014 | % change from 2013 | % change from previous month collection | 2013 sales tax collections Year to date | 2014 sales tax collections year to date | % change from 2013 |
|--------------------------------|---------------------------|---------------------------|---------------------------|--------------------|---|---|---|--------------------|
| Nov 2013                       | JANUARY 2014              | 190,350.87                | 202,556.19                | 6.41%              | -.001%                                  | 190,350.87                              | 202,556.19                              | 6.41%              |
| Dec 2013                       | FEBRUARY 2014             | 252,368.07                | 258,401.26                | 2.38%              | 28%                                     | 442,718.94                              | 460,957.45                              | 4.11%              |
| Jan 2014                       | MARCH 2014                | 180,657.54                | 176,917.89                | -2.07%             | -31.53%                                 | 623,378.48                              | 637,875.34                              | 2.32%              |
| Feb 2014                       | APRIL 2014                | 187,200.31                | 208,281.16                | 11.26%             | 18%                                     | 810,576.79                              | 846,156.50                              | 4.38%              |
| Mar 2014                       | MAY 2014                  | 224,110.96                | 238,820.91                | 6.56%              | 15%                                     | 1,034,687.75                            | 1,084,977.41                            | 4.86%              |
| Apr 2014                       | JUNE 2014                 | 197,930.28                | 245,872.37                | 24.22%             | 3%                                      | 1,232,618.03                            | 1,330,849.78                            | 7.96%              |
| May 2014                       | JULY 2014                 | 207,608.14                | 222,710.27                | 7.27%              | -9%                                     | 1,440,226.17                            | 1,553,560.05                            | 7.89%              |
| Jun 2014                       | AUGUST 2014               | 200,460.60                | 258,922.32                | 29.16%             | 16%                                     | 1,640,686.77                            | 1,812,482.37                            | 10.47%             |
| Jul 2014                       | SEPTEMBER 2014            | 210,592.96                | 240,661.23                | 14.27%             | -7%                                     | 1,851,279.73                            | 2,053,143.60                            | 10.90%             |
| Aug 2014                       | OCTOBER 2014              | 196,018.83                | 220,789.67                | 12.63%             | -8.5%                                   | 2,047,298.56                            | 2,273,933.27                            | 11.06%             |
| Sep 2014                       | NOVEMBER 2014             | 226,309.93                | 254,621.53                | 12.51%             | 15%                                     | 2,273,608.49                            | 2,528,554.80                            | 11.21%             |
| Oct 2014                       | DECEMBER 2014             | 202,852.76                | 242,623.76                | 19.60%             | -5%                                     | 2,476,461.25                            | 2,771,178.56                            | 11.90%             |

\*\*covering payments from Nov 2013-Oct 2014

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/18/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Cash Summary

REQUESTED BY: SP Spair  
(Please print your name and title)

PHONE NUMBER/EXTENSION: X220

TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discuss & approve September 2014  
cash balances

# KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING September 30, 2014

| FUNDS                                 | BEG BALANCE            | REVENUES               | EXPENDITURES           | *TRANSFERS IN          | *TRANSFERS OUT       | ENDING BALANCE         |
|---------------------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|------------------------|
| 10-General * & *** & ****             | \$ 784,481.88          | \$ 1,237,626.78        | \$ 2,137,574.28        | \$ 1,000,036.02        | \$ 434,301.97        | \$ 450,268.43          |
| 11-Road and Bridge ***                | \$ 1,122,194.87        | \$ 131,136.79          | \$ 252,558.69          | \$ 58,017.43           | \$ -                 | \$ 1,058,790.40        |
| 12-EMS Donations                      | \$ 27,773.89           | \$ 10.00               | \$ 139.96              | \$ -                   | \$ -                 | \$ 27,643.93           |
| 13-Courthouse Security                | \$ 105,384.50          | \$ 3,832.38            | \$ 2,024.45            | \$ -                   | \$ -                 | \$ 107,192.43          |
| 14-Animal Facility Donations          | \$ 11,925.11           | \$ 795.91              | \$ 128.90              | \$ -                   | \$ -                 | \$ 12,592.12           |
| 15-Lateral Road & Bridge              | \$ 103,794.26          | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 103,794.26          |
| 16-Court Reporter Service             | \$ 57,704.79           | \$ 5,210.00            | \$ 915.00              | \$ -                   | \$ -                 | \$ 61,999.79           |
| 17-Hot Check                          | \$ 19,150.46           | \$ 405.44              | \$ 210.08              | \$ -                   | \$ -                 | \$ 19,345.82           |
| 18-911 Project                        | \$ 2,699.16            | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 2,699.16            |
| 19-Records Mgmt(Cnty Clerk)           | \$ 272,152.99          | \$ 16,725.00           | \$ 8,370.00            | \$ -                   | \$ -                 | \$ 280,507.99          |
| 20-Law Library                        | \$ 2,170.71            | \$ 3,900.00            | \$ 2,135.00            | \$ -                   | \$ -                 | \$ 3,935.71            |
| 21-Justice Court Technology           | \$ 27,536.74           | \$ 1,936.33            | \$ 1,037.07            | \$ -                   | \$ -                 | \$ 28,436.00           |
| 22-Justice Court Bldg Security        | \$ 17,972.05           | \$ 475.94              | \$ 203.15              | \$ -                   | \$ -                 | \$ 18,244.84           |
| 23-County & District Technology       | \$ 4,480.90            | \$ 442.20              | \$ 194.79              | \$ -                   | \$ -                 | \$ 4,728.31            |
| 24-Alternative Dispute Resolution     | \$ 4,380.21            | \$ 1,795.00            | \$ 945.00              | \$ -                   | \$ -                 | \$ 5,230.21            |
| 25-District Clerk Records Mgmt        | \$ 63,433.54           | \$ 2,718.23            | \$ 1,547.65            | \$ -                   | \$ -                 | \$ 64,604.12           |
| 26-County Clerk Rec. Archive Fund     | \$ 50,276.00           | \$ 15,940.00           | \$ 7,920.00            | \$ -                   | \$ -                 | \$ 58,296.00           |
| 27-Vital Statistics Records           | \$ 348.00              | \$ 117.00              | \$ 64.00               | \$ -                   | \$ -                 | \$ 401.00              |
| 29-LEOSE Training                     | \$ 35,406.50           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 35,406.50           |
| 33-Juv Probation-State Grant ** & *** | \$ 1,506.91            | \$ -                   | \$ 13,977.82           | \$ 12,470.91           | \$ -                 | \$ -                   |
| 34-Juv Probation Title IV E           | \$ 88,844.43           | \$ -                   | \$ 332.00              | \$ -                   | \$ -                 | \$ 88,512.43           |
| 35-Juvenile Probation ** & ***        | \$ (134,249.67)        | \$ 200.42              | \$ 23,971.47           | \$ 170,846.55          | \$ -                 | \$ 12,825.83           |
| 41-MVDIT Interest                     | \$ 807.63              | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 807.63              |
| 42-Special Election Fund              | \$ 16,641.20           | \$ 18,522.82           | \$ 20,050.00           | \$ -                   | \$ -                 | \$ 15,114.02           |
| 50-Crime Victims Grant ***            | \$ (178,662.63)        | \$ -                   | \$ 14,072.07           | \$ 192,967.08          | \$ -                 | \$ 232.38              |
| 80-Tobacco Settlement                 | \$ 15,591.11           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 15,591.11           |
| 81-Historical Commission              | \$ 15,429.14           | \$ -                   | \$ 819.71              | \$ -                   | \$ -                 | \$ 14,609.43           |
| 82-Economic Development Corp.         | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                   |
| 84-S.O. Abandoned Vehicles            | \$ 4,952.75            | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 4,952.75            |
| 93-Texas State Fees                   | \$ 222,929.76          | \$ 81,115.48           | \$ 42,587.63           | \$ -                   | \$ -                 | \$ 261,457.61          |
| 62-Series 2007 Lim.TaxGen             | \$ 79,159.57           | \$ 987.44              | \$ -                   | \$ -                   | \$ -                 | \$ 80,147.01           |
| 63-Series 2013 UnLim.Tax Road Bond    | \$ 68,985.90           | \$ 1,887.88            | \$ -                   | \$ -                   | \$ -                 | \$ 70,873.78           |
| 64-Series 2014 Limited Tax Rfnding    | \$ 39,061.16           | \$ 672.73              | \$ -                   | \$ -                   | \$ -                 | \$ 39,733.89           |
| 71-Herff Road Project *               | \$ 118,708.27          | \$ 0.85                | \$ 205,333.49          | \$ 200,000.00          | \$ -                 | \$ 113,375.63          |
| 90-Trust Account ****                 | \$ 781.31              | \$ 0.01                | \$ -                   | \$ -                   | \$ 36.02             | \$ 745.30              |
| 96-TCDP Disaster Recovery             | \$ 80.26               | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 80.26               |
| 85-Local S.O. Forfeiture              | \$ 2,477.56            | \$ 0.02                | \$ -                   | \$ -                   | \$ -                 | \$ 2,477.58            |
| 87-Federal S.O. Forfeiture            | \$ 184,774.53          | \$ 40,588.07           | \$ 3,683.76            | \$ -                   | \$ -                 | \$ 221,678.84          |
| <b>CASH BALANCES</b>                  | <b>\$ 3,261,085.75</b> | <b>\$ 1,567,042.72</b> | <b>\$ 2,740,795.97</b> | <b>\$ 1,634,337.99</b> | <b>\$ 434,337.99</b> | <b>\$ 3,287,332.50</b> |

\*Transfer from Logic, \*\*33,35 adjustment to beginning balance for end of year JEs, \*\*\*End of Year Transfers, \*\*\*\*Unclaimed money interest transfer

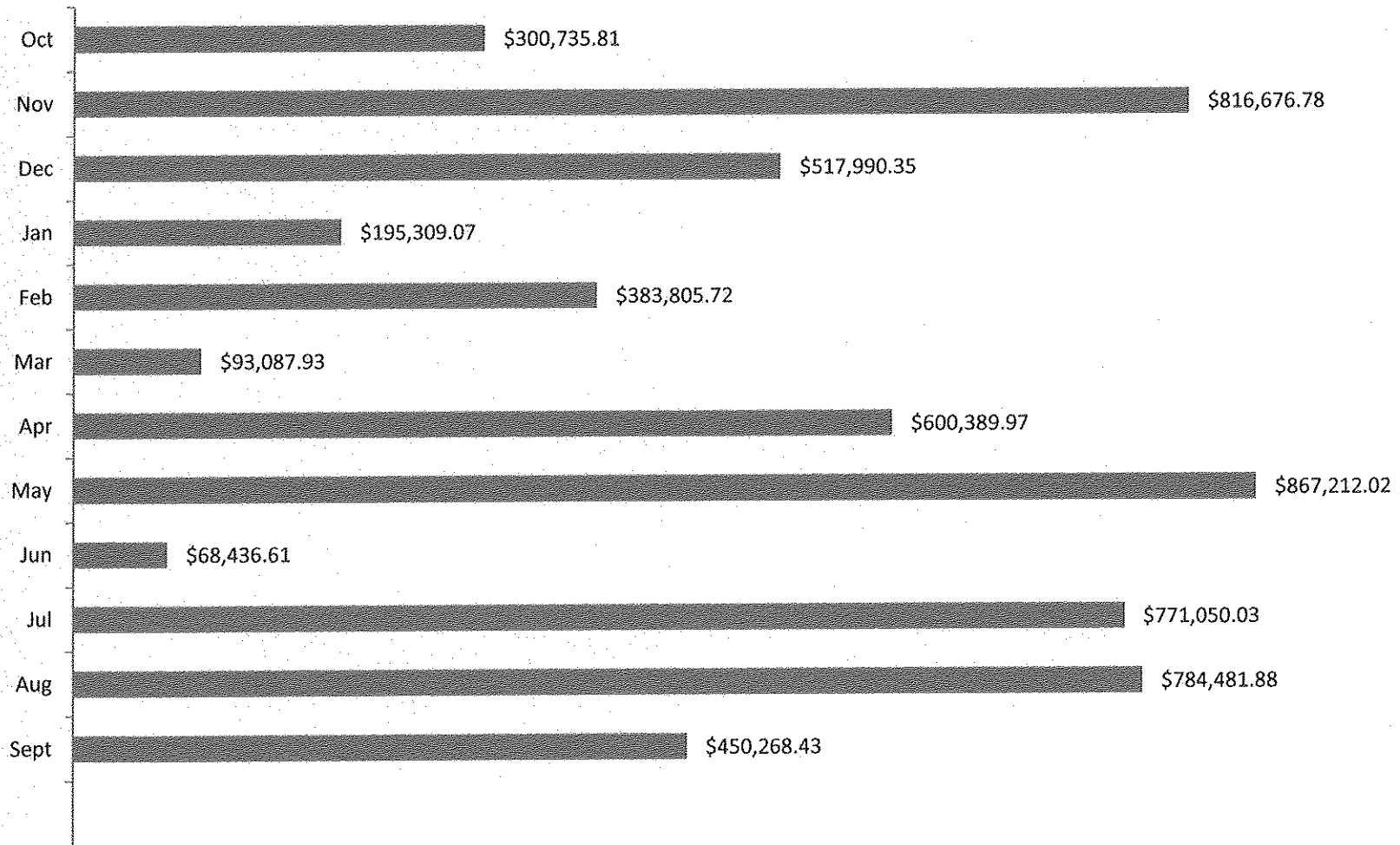
Examined and approved by Auditor's Office

*Corinna Speer*

Date

*12/15/14*

## Monthly Ending Balances FY 2014



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: 4th Qtr FY 2014 Investment Report

REQUESTED BY: Adrian  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 7220

TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discuss & approve 4th Qtr FY 2014  
(July, August & September 2014) Investment  
Report



Kendall County Investment Summary FY 2014

**INTEREST ON INVESTMENTS**

**4th Qtr July-Sept**

|                                   |           |                 |
|-----------------------------------|-----------|-----------------|
| Total interest on Frost accounts  | \$        | 87.78           |
| Total interest on Logic Accounts  | \$        | 3,922.24        |
| Total interest on savings account | \$        | 151.23          |
| Total interest on CD's            | \$        | 2,501.63        |
| <b>TOTAL INTEREST</b>             | <b>\$</b> | <b>6,662.88</b> |

**TOTAL INVESTMENTS at QTR END**

|                             |           |                      |
|-----------------------------|-----------|----------------------|
| Total investments in Logic  | \$        | 15,017,146.61        |
| Total investment in Savings | \$        | 200,000.00           |
| Total invesment in CD's     | \$        | 1,550,000.00         |
| <b>TOTAL INVESTMENTS</b>    | <b>\$</b> | <b>16,767,146.61</b> |

Investment report examined and approved by the Auditor's office

*Corinna Speer*

Date:

*12/15/14*

Investment report prepared by the Treasurer

*Mary G. Spahr*

Date:

*12/17/14*

## **Total interest earned on Kendall County investments for FY 2014**

|  |                     |
|--|---------------------|
| Total Interest earned on Frost account for 2014      | \$ 425.55           |
| Total Interest earned on Logic for 2014              | \$ 18,665.16        |
| Total Interest earned on savings for 2014            | \$ 600.08           |
| <u>Total Interest earned on CD's for 2014</u>        | <u>\$ 10,463.67</u> |
| <b>Total interest earned on investments for 2014</b> | <b>\$ 30,154.46</b> |

## FROST BANK INTEREST FY 2014

| 4th Qtr July-Sept FY 2014   | Jul. Int       | Aug. Int.      | Sept. Int      | Total Qtr Int<br>Earned |  |  |  |  |
|-----------------------------|----------------|----------------|----------------|-------------------------|--|--|--|--|
|                             | 0.01%          | 0.01%          | 0.01%          |                         |  |  |  |  |
| Account Name                |                |                |                |                         |  |  |  |  |
| General (10)                | \$24.64        | \$21.33        | \$25.44        | \$71.41                 |  |  |  |  |
| Ambulance Collections       | \$0.21         | \$0.36         | \$0.13         | \$0.70                  |  |  |  |  |
| Local (85)                  | \$0.00         | \$0.02         | \$0.02         | \$0.04                  |  |  |  |  |
| Federal (87)                | \$1.51         | \$1.42         | \$1.43         | \$4.36                  |  |  |  |  |
| 2003 Ltd Tax Ref Bond (60)  | \$0.00         | \$0.00         | \$0.00         | \$0.00                  |  |  |  |  |
| 2007 Ltd Tax Ob Bond (62)   | \$0.93         | \$0.75         | \$0.66         | \$2.34                  |  |  |  |  |
| 2013 Unlim Tax Rd Bond (63) | \$0.99         | \$0.68         | \$0.52         | \$2.19                  |  |  |  |  |
| 2014 Ltd Tax Ref Bond(64)   | \$0.49         | \$0.36         | \$0.29         | \$1.14                  |  |  |  |  |
| Herff Road Project (71)     | \$1.13         | \$0.91         | \$0.85         | \$2.89                  |  |  |  |  |
| TCDP (96)                   | \$0.04         | \$0.00         | \$0.00         | \$0.04                  |  |  |  |  |
| Trust Account (90)          | \$2.65         | \$0.01         | \$0.01         | \$2.67                  |  |  |  |  |
| <b>Total</b>                | <b>\$32.59</b> | <b>\$25.84</b> | <b>\$29.35</b> | <b>\$87.78</b>          |  |  |  |  |
|                             |                |                |                |                         |  |  |  |  |
|                             |                |                |                |                         |  |  |  |  |
|                             |                |                |                |                         |  |  |  |  |
|                             |                |                |                |                         |  |  |  |  |

## Logic FY 2014

| 4th Quarter FY 2014<br>July-September                                   | Beginning<br>Balance   | July Int.<br>.0989% | Aug. Int.<br>.0927% | Sept. Int.<br>.0795% | Deposits            | Withdrawals           | Ending Qtr. Balance    |
|---|------------------------|---------------------|---------------------|----------------------|---------------------|-----------------------|------------------------|
| General   | \$11,883,685.66        | \$928.84            | \$808.15            | \$571.66             |                     | \$3,500,000.00        | \$8,385,994.31         |
| Cert. of OB 93  | \$164,099.16           | \$13.76             | \$12.80             | \$0.00               |                     | \$164,125.72**        | \$0.00                 |
| Herff Road Project  | \$5,698,789.15         | \$468.72            | \$382.49            | \$302.17             |                     | \$1,218,649.78        | \$4,481,292.75         |
| Tobacco Settlement  | \$61,612.71            | \$5.18              | \$4.87              | \$4.05               |                     |                       | \$61,626.81            |
| 2007 Lim Tax Obl  | \$100,062.94           | \$8.40              | \$8.03              | \$17.25              | \$164,084.26        |                       | \$264,180.88           |
| 2013 Unlim Tax Rd Bd  | \$29.26                | \$0.00              | \$0.00              | \$0.00               |                     |                       | \$29.26                |
| 2014 Lim Tax Ref Bond   | \$245,484.34           | \$20.63             | \$19.32             | \$16.04              | \$41.46***          |                       | \$245,581.79           |
| Trust Account   | \$0.00                 | \$102.51            | \$124.27            | \$103.10             | \$1,578,110.93      |                       | \$1,578,440.81         |
| <b>TOTAL</b>  | <b>\$18,153,763.22</b> | <b>\$1,548.04</b>   | <b>\$1,359.93</b>   | <b>\$1,014.27</b>    | <b>1,742,236.65</b> | <b>\$4,882,775.50</b> | <b>\$15,017,146.61</b> |
| *Certificate of Oblig 97 transferred to 2014 Limited Tax Refunding Bond |                        |                     |                     |                      |                     |                       |                        |
| **closed account and transferred to 2007 Lim Tax Oblig 08/29/2014       |                        |                     |                     |                      |                     |                       |                        |
| *** Transfer and interest from Cert 93 07/29/2014                       |                        |                     |                     |                      |                     |                       |                        |

**SAVINGS MONEY MARKET ACCOUNT  
INVESTMENTS FY 2014**

| 4th Qtr FY 2014<br>July-Sept        | ACCT NUMBER | INTEREST RATE | BEG. BALANCE | Jul-Sept<br>Int | Deposit | ENDING<br>BALANCE |
|-------------------------------------|-------------|---------------|--------------|-----------------|---------|-------------------|
| Centennial                          | 32535       |               | \$200,000.00 | \$151.23        |         | \$200,000.00      |
| Savings interest sent to the County |             |               |              |                 |         |                   |

## CD INVESTMENT LIST

| BANK NAME              | ACCT<br>NUMBER | AMOUNT       | MATURITY DATE | INTEREST PAID BACK<br>TO COUNTY | INTEREST RATE |
|------------------------|----------------|--------------|---------------|---------------------------------|---------------|
| Bank of Sonora         | 51143          | \$250,000.00 | 1/3/2015      | Qtr                             | 0.40%         |
| Blanco                 | 20521          | \$250,000.00 | 1/4/2015      | Qtr                             | 0.45%         |
| Blanco                 | 20647          | \$250,000.00 | 11/27/2015    | Qtr                             | 0.65%         |
| Centennial Bank (HCSB) | 46027          | \$50,000.00  | 11/4/2014     | Qtr                             | 0.80%         |
| Hondo                  | 50946          | \$250,000.00 | 5/5/2015      | Qtr                             | 0.80%         |
| Randolph Brooks        | 656405         | \$250,000.00 | 1/9/2015      | Monthly                         | 0.61%         |
| Security Service       | 9080           | \$250,000.00 | 1/19/2015     | Monthly                         | 0.90%         |

## CD Interest FY 2014

| 4th Qtr FY 2014<br>July-September |             |           |           |            | Total CD<br>interest<br>earned |  |
|-----------------------------------|-------------|-----------|-----------|------------|--------------------------------|--|
| BANK NAME                         | ACCT NUMBER | July Int. | Aug. Int. | Sept. Int. |                                |  |
| Bank of Sonora                    | 51143       |           |           | \$ 252.05  | \$ 252.05                      |  |
| Blanco                            | 20521       |           |           | \$ 283.56  | \$ 283.56                      |  |
| Blanco                            | 20647       |           | \$ 409.59 |            | \$ 409.59                      |  |
| Centennial                        | 46027       |           | \$ 100.82 |            | \$ 100.82                      |  |
| Hondo                             | 50946       |           |           | \$ 504.11  | \$ 504.11                      |  |
| Randolph Brooks                   | 621949      | \$ 129.52 | \$ 129.52 | \$ 125.34  | \$ 384.38                      |  |
| Security Service                  | 9080        | \$ 184.93 | \$ 191.10 | \$ 191.09  | \$ 567.12                      |  |
|                                   |             |           |           | Total Int  | \$ 2,501.63                    |  |
|                                   |             |           |           |            |                                |  |

**KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST**

**COURT DATE:** December 22, 2014   ☒ Open Session   ☐ Executive Session

**SUBJECT:** Assignment of office space

**REQUESTED BY:** Darrel Lux, County Judge

**PHONE NO. /EXT.** 213      **TIME FOR PRESENTATION:** 10 min.

**WORDING OF AGENDA ITEM:**

Consideration and action concerning assignment of office space for personnel expected to require office space in January 2015.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):**

Additional personnel have been approved for some departments effective January 1, 2015 and newly elected personnel will be taking office January 1, 2015. Although some personnel will not be employed by January 1, it is necessary that the Commissioners Court approve assignment of available office spaces now so that those taking office January 1 will have an assigned location.



## **KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST**

**COURT DATE:** December 22, 2014

**X Open Session**    Executive Session

**SUBJECT:** Job Descriptions

**REQUESTED BY:** Don Allee, County Attorney

**PHONE NO. /EXT.** 295

**TIME FOR PRESENTATION:** 5 min.

**WORDING OF AGENDA ITEM:**

Consideration and action concerning revised job description and classification for County Health Inspector.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):**

The Commissioners Court approved a new position to assist the County Health Sanitarian effective January 1, 2015. The original job description was determined to be more appropriate for a Sanitarian so the revised job description eliminates some requirements and reduces the classification from a 12 to a 10.

**SUPPORTING DOCUMENTATION:**

Revised Job Description

## **KENDALL COUNTY JOB CLASSIFICATION**

### **TITLE: COUNTY HEALTH INSPECTOR**

### **CLASSIFICATION: 10**

#### **GENERAL SUMMARY:**

Under supervision of the County Health Sanitarian, the purpose of the position is to assist the Health Sanitarian in ensuring that all food service establishments and other operations subject to regulation are in compliance with all applicable statutes, orders, ordinances, and regulations in order to protect the public health.

#### **ESSENTIAL FUNCTIONS:**

1. Under the directions of the County Health Sanitarian, conducts inspections or assists in the conduct of inspections of permitted and non-permitted food service facilities, including retail food stores, food service establishments, mobile food trucks, vendors at temporary events, venues, school cafeterias, day care centers, foster homes, public lodging and public swimming pools, roadside vendors, special events, motels and hotels to ensure compliance with applicable statutes, orders, ordinances, and regulations. Inspections may be conducted prior to an establishment doing business with the public, periodically, in response to complaints, and to ensure correction of non-compliant conditions
2. Assists the Health Sanitarian in evaluating sanitation conditions at food service establishments and recommending corrective steps.
3. Assists the Health Sanitarian in responding to consumer complaints, food-borne disease outbreaks and environmental health complaints.
4. As directed by the Health Sanitarian, Issues citations to violators and requires that non-compliant foods be discarded.
5. Attends and satisfactorily completes training as required by the Health Sanitarian.
6. Performs and assists in the performance of administrative duties, including preparing and submitting inspection and investigative reports; preparing and submitting time sheets; ordering required supplies and equipment; preparing and submitting purchase orders; properly maintaining and/or timely obtaining maintenance, repairs and updating of office equipment, including computers and associated programs; receiving and filing correspondence and reports; preparing and transmitting correspondence; receiving, documenting, and returning telephone calls; and receiving and accommodating office visitors

#### **EXPERIENCE AND TRAINING:**

High School graduate, minimum of one year satisfactory work experience and/or satisfactory completion of a job training program. Associate degree from an accredited institution or satisfactory service in the military or similar organization resulting in an educational level equal to that required to obtain an Associate degree is desired but not required.

**LICENSURE AND CERTIFICATION:**

Must possess valid Texas driver's license.

**KNOWLEDGE, SKILL, ABILITIES:****Must possess the ability to learn and understand:**

1. All applicable federal, state, and local laws, orders, ordinances, and regulations as such pertain to food service sanitation, environmental sanitation and public health.
2. Food service establishment processes and procedures and food preparation equipment.
3. Technical aspects of inspections of regulated entities.
4. Using TFER (Texas Food Establishment Rules), thermometers, inspection forms, and pool test kits.

**Knowledge of and ability to perform:**

1. Modern office procedures and equipment, computer operation including Microsoft Windows applications and electronic mail.

**Must have skills in:**

1. Effective verbal and written communications.

**Must have the ability to:**

1. Be tactful and decisive in enforcing regulations.
2. Communicate and interact with elected and appointed officials, the general public, representatives of regulated entities, industry workers, and representatives of other regulatory agencies in an effective, professional and respectful manner.
3. Learn new software applications.
4. Understand and correctly exchange information with supervisors and others when making and/or receiving assignments and instructions.
5. Participate in meetings to receive training regarding inspection standards and procedures.
6. Follow safe working practices including workplace safety policies and procedures.
7. Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, and bend repeatedly, and lift and carry objects weighing 50 pounds.
8. Safely operate motor vehicles and assigned equipment correctly and safely.
9. Operate office equipment, including computer, copier, and facsimile machine in an effective and professional manner, including internet acquisition, electronic communication, and word processing.

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

X Regular Agenda : 12/22/14

Supplemental Agenda: \_\_\_\_\_

Special Agenda: \_\_\_\_\_

Executive Session: \_\_\_\_\_

SUBJECT: Overtime Pay

REQUESTED BY: Gene Miertschin

(Please print your name and title)

PHONE NUMBER/EXTENSION: 315

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discuss and take appropriate action to pay the county compliance inspector for overtime worked while monitoring the Herff Road project.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 22 December 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

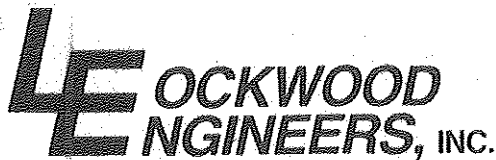
SUBJECT: Cordillera Ranch Subdivision

REQUESTED BY: Gene Miertschin, Commissioner, Pct.2 /Terry Anderson, County Engineer  
(Please print your name and title)

PHONE #/EXT: 300 TIME NEEDED FOR PRESENTATION: 5 Minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consider and act upon a request for relief in Unit 207C in the Cordillera Ranch Subdivision from the 1990 Regulations, Rules, and Specifications for Roads and Subdivisions as follows: (1) use a prime coat in lieu of a one course surface treatment; (2) Use a 6" roll curb and gutter in lieu of the standard 7" curb; (3) Use a 50 feet right-of-way for Champion Hill Circle with a 21 feet wide pavement width in lieu of a 60 feet right-of-way and a 36 feet pavement width respectively; ((4) allow utilities (water, sewer, electric and telephone) within the road right-of-way in lieu of them being in a utility easement.



CIVIL ENGINEERING & PLANNING

(512) 260-9100  
FAX (512) 260-9101

TBPE Registered Firm No. F-2613

December 11, 2014

Mr. Terry Anderson, P.E.  
Kendall County Engineer  
201 East San Antonio Street  
Boerne, Texas 78006

Re: Specifications Waiver on Roadway Surface Treatment  
Cordillera Ranch Unit 207C

LE #14-1009

Dear Mr. Anderson:

The "Regulations, Rules and Specifications for Roads and Subdivisions" for Kendall County, Texas, 1990 (revised - December 1994) specify in Section 404.10 that the surface treatment of a roadway shall either be a "Two Course Surface Treatment" or a "minimum of one and one-half (1 ½) inches of "Plant Mix" (Asphalt) compacted with a One Course Surface Treatment under the Plant Mix". This letter is a request for a waiver from Section 404.10 to allow the surface treatment to be a minimum of one and one-half (1 ½) inches of H.M.A.C.P. compacted with a prime coat under the H.M.A.C.P. H.M.A.C.P. over a prime coat has been used for several years in Cordillera Ranch with excellent results. Specifications for the prime coat are listed below.

The asphalt material for the prime coat shall be as follows:

#### AE-P CUTBACK ASPHALT

| Type-Grade<br>Properties  | AE-P    |         |
|---|---------|---------|
|   | Minimum | Maximum |
| Viscosity @ 122 F, SF, sec.   | 15      | 150     |
| Sieve Text, %   |         | 0.1     |
| Demulsibility, 50 mL 0.1 N CaCl <sub>2</sub> , %  |         | 70      |
| Storage Stability, 24 hr., %  |         | 1.0     |
| TEST ON RESIDUE FROM CUTBACK DISTILLATION TO<br>680 F USING RESIDUE FROM 500 F DISTILLATION % | 40      |         |
| Total Oils* from Distillation, %  | 20      | 35      |
| Float @ 122 F on Residue from Cutback Distillation  | 50      | 200     |

REC'D 16 DEC 14

**Properties****Minimum    Maximum**

Solubility in trichloroethylene, T

97.5

\*Cumulative total from 500 F distillation of emulsion and distillation of residue by cutback distillation to 680 F.

The asphaltic material should be applied at the temperature which provides proper and uniform distribution and with practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended range shown below. No material shall be heated above the following maximum temperature:

| <b>Type-Grade</b> | <b>Application and<br/>Mixing<br/>Recommended<br/>Range, °F</b> | <b>Allowable, °F</b> | <b>Heating and<br/>Storage Maximum,<br/>°F</b> |
|-------------------|---|----------------------|--|
| AE-P              | 100-140   | 140                  | 140  |

NOTE: Heating of asphaltic materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used.

**Warning to Contractors**

Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic material or the gases of same. The Contractor shall be responsible for any fires or accidents which may result from heating the asphaltic materials.

The prime coat shall be as follows:

**Materials****(1)    Asphalt Materials**

The asphalt material for Prime Coat shall conform to the requirements stated above for AE-P.

**(2)    Water**

Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter.

### (3) **Dispersal Agent**

Detergent shall be added to water and sprayed on surfaces to be primed in accordance with asphalt manufacturer's recommendations.

### **Construction Methods**

When, in the opinion of the Engineer, the base course or other surface is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Engineer. The surface shall be lightly sprinkled with water just prior to application of the asphaltic material unless this requirement is waived by the Engineer. The Contractor shall submit a list of prime material(s) recommended to be applied on the work to the Engineer for approval. When emulsions are approved, a dispersal agent shall be added to the water before sprinkling. the asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor operated so as to distribute the prime coat at a rate ranging from 0.1 to 0.3 gallons per square yard of surface area. The material shall be evenly and smoothly distributed. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures. The contractor shall be responsible for cleaning splattered areas.

Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning the work, should the yield on the asphaltic material applied appear in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer. No traffic hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat. A minimum of 24 hours must pass between prime coat application and placement of pavement.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and they shall be operated in such a manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.



The Engineer will approve the temperature of application based on the temperature-viscosity relationship that will permit application of the asphalt within the limits recommended above. The recommended range for the viscosity of the asphalt is 100 to 125 centistokes. The Contractor shall apply the asphalt at a temperature within 15° F of the temperature specified above.

The one and one-half (1 ½) inch compacted H.M.A.C.P. material shall be as stated in Section 404 of the Kendall County Specifications.

Call should you have any questions or comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred C. Lockwood".

**LOCKWOOD ENGINEERS, INC.**

Fred C. Lockwood, P. E.

Copy: Pct. 2 Commissioner Gene Miertschin  
Rick Tobolka, P.E.



CIVIL ENGINEERING & PLANNING

512.260.9100

December 11, 2014

Terry Anderson, P.E.  
Kendall County Engineer  
201 East San Antonio Street  
Boerne, TX 78006

Re: Cordillera Ranch, Unit 207C  
Request for Relief on Roadway Pavement & Right-of-Way Widths, and Curb

LE#14-1009

Dear Mr. Anderson:

CR Devco 2013, LLC ("CR Devco") is requesting relief from Section 302.21 of the Kendall County, Texas "Regulations, Rules and Specifications for Roads and Subdivisions", 1990 (revised – December 1994). This section states that in subdivisions where public sewer and water systems are provided and lot sizes are smaller than 300 feet by 300 feet, the minimum right-of-way for streets shall be 60 feet, and the paved surface width shall be at least 36 feet (for curbed streets), or 22 feet for uncurbed streets.

Cordillera Ranch, Ltd. is proposing to install a curbed street within this subdivision, but is requesting a right-of-way and pavement width as follows:

| <u>Street Description</u> | <u>Right-of-Way Width</u> | <u>Pavement Width</u> |
|---------------------------|---------------------------|-----------------------|
| Champion Hill Circle      | 50' minimum               | 21' *                 |

\*Champion Hill Circle will have a 6" concrete roll curb (24" width) on each side of the pavement.

This right-of-way and pavement width is justified for a number of reasons. This roadway will be privately owned and maintained. The minimum required lot size for this subdivision (because public water and sewer is being provided) is 7,500 SF, or 0.17 acres. The minimum proposed lot size in Unit 207C is 1.00 acres, almost six times greater than the required minimum, thereby resulting in much less density. A number of recent studies show a direct correlation between reduced street widths and slower driving speeds. Slower driving speeds certainly benefit the safety and welfare of the future residents of this subdivision. The restrictive covenants proposed for this project will have stringent requirements regarding on-street parking such that on-street parking will not be an issue regarding the requested reduced pavements widths. The proposed right-of-way and pavement widths provide adequate space to install underground utility lines within the right-of-way, but outside the pavement area. The proposed right-of-way and street width for similar local streets has been previously approved in Cordillera Ranch, Units 201 through 207B.

REC'D 16 DEC 14

CR Devco also requests relief from Section 620 "Curb and Gutter Details" of the above mentioned regulations. A 24" wide roll concrete curb and gutter section (as opposed to the required concrete curb section with no concrete gutter) is proposed to be used on each side of Clubs Drive. CR Devco prefers the curb and gutter section because trickle storm water runoff flows on the concrete gutter rather than on the interface between the pavement and concrete curb.

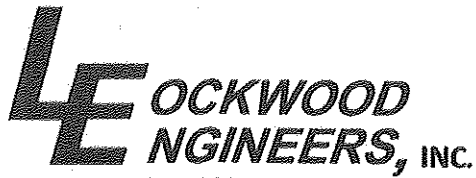
Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred C. Lockwood".

Fred C. Lockwood, P.E.

Copy: Pct. 2 Commissioner Gene Miertschin  
Rick Tobolka, P.E.



CIVIL ENGINEERING & PLANNING

512.260.9100

December 11, 2014

Mr. Terry Anderson, P.E.  
Kendall County Engineer  
201 E. San Antonio, Suite 200  
Boerne, Texas 78006

Subject: Cordillera Ranch, Unit 207C  
Proposed Utility Main Line Location Request for Relief

LE#14-1009

Dear Mr. Anderson:

Cordillera Ranch desires to locate certain utility main lines (water, sewer, electric and telephone) within roadway right-of-ways (but not within the pavement areas) of the subject proposed subdivision. The 1990 Kendall County Rules (section 302.25) state that utilities will be installed only within established easements and not within the roadway right-of-way. Current Kendall County rules allow utilities to be placed within the right-of-way.

Cordillera Ranch takes great lengths to preserve as much natural vegetation as is practical in their development through the use of careful land planning and narrow construction corridors. Placing the utility main lines outside of street right-of-ways would cause a large increase in the clearing width required for infrastructure construction, thereby causing the loss of additional native vegetation, especially hardwood trees.

The proposed location of the utility main lines within the right-of-way would allow utility line maintenance to be performed without destruction of the street pavement. A proposed easement adjacent to each side of the right-of-way should provide adequate width for maintenance activities to occur without blocking the streets.

Cordillera Ranch, therefore, requests relief from Section 302.25 of the Kendall County, Texas "Regulations, Rules and Specifications for Roads and Subdivisions, 1990" (revised December 1994) to allow utility main lines to be placed within roadway right-of-ways but not under the pavement.

Please place this request for relief on the agenda for the next available Commissioner's Court meeting, and thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred C. Lockwood', is written over the word 'Sincerely,'.

Fred C. Lockwood, P.E.

Copy: Pct. 2 Commissioner Gene Miertschin  
Rick Tobolka, P.E.

REC'D 16 DEC 14

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : December 22, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief - 35 Daly Road

REQUESTED BY: Richard Tobolka - Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

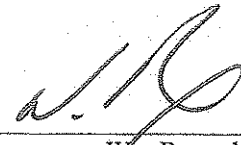
Consideration and action on a request for relief from the platting requirements and road frontage  
in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations  
The proposed division would create a ±10 and ±27 acre tract out of a ±37 acre tract with access  
over a private road (35 Daly Road) (Gary & William Coleman)

Kenneth Rusch, Commissioner Pct. 4

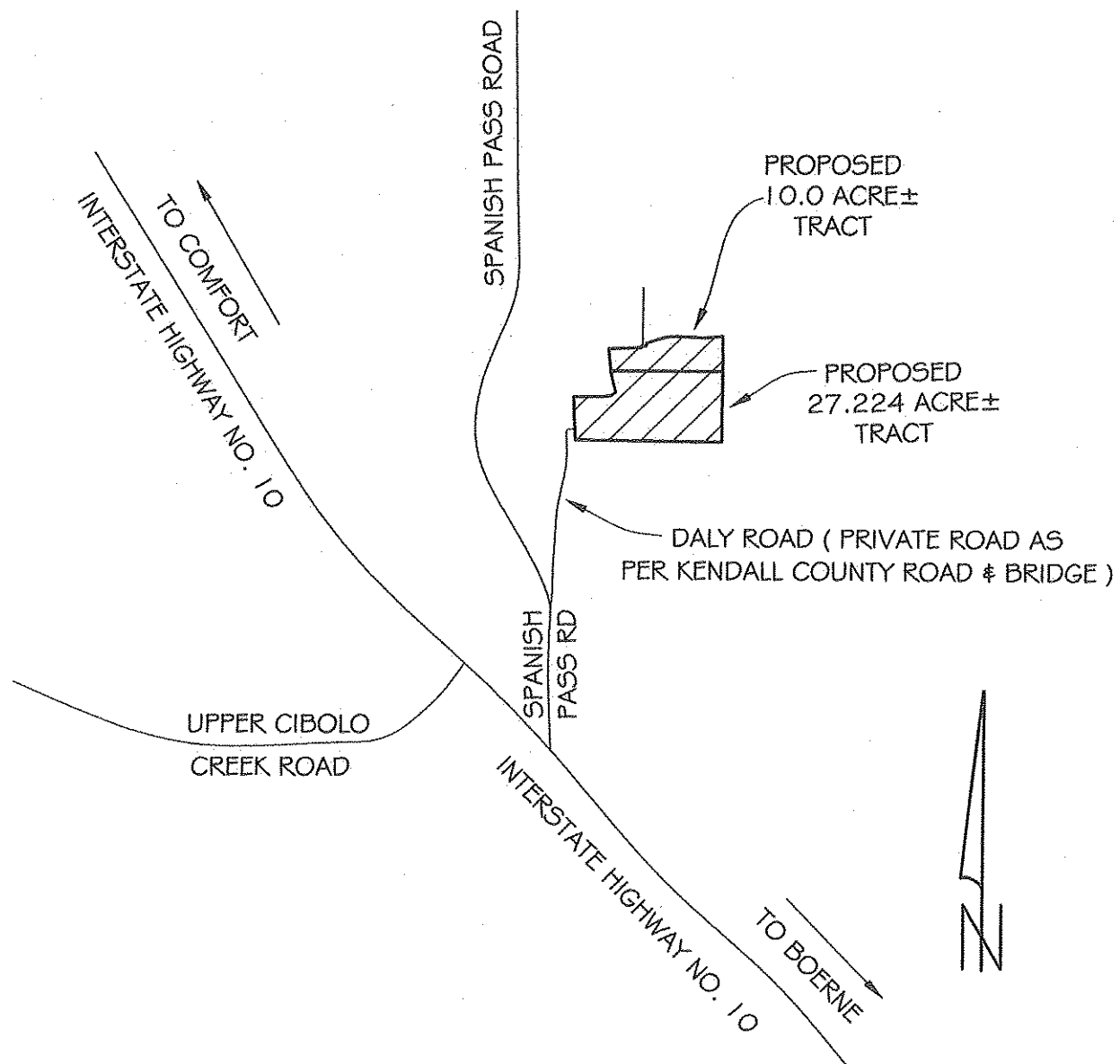
## REQUEST FOR RELIEF (Variance)

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

1. Date: December 10, 2014
2. Location of Property: 35 Daly Road
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Gary Coleman and William Coleman
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
  
The parent tract has no public road frontage
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
Access to the subject tract does not meet the Kendall County requirements
  - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.  
  
Not to my knowledge
  - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.  
  
Not to my knowledge



Wes Rexrode for  
Gary Coleman and  
William Coleman



LOCATON MAP

DALY RD.  
( PRIVATE )

PROPOSED 10.0 AC.± TRACT  
INCLUDING PART OF DALY RD.  
( PRIVATE ROAD )

DALY RD.

PROPOSED 27.224 AC.± TRACT  
INCLUDING PART OF DALY RD.  
( PRIVATE ROAD )

DALY RD.  
( PRIVATE )

PROPOSED DIVISION OF A 37.224 ACRE TRACT,  
BEING ALL OF A 0.191 ACRE TRACT RECORDED  
IN VOL. 210, PG. 240 AND ALL OF A 37.033 ACRE  
TRACT RECORDED IN VOL. 247, PG. 737, BOTH  
IN THE KENDALL COUNTY OFFICIAL RECORDS.





Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : December 22, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief – FM1888

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a request for relief from the platting requirements and road frontage  
in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations  
The proposed division would create a 7.08 acre tract with 232 feet of frontage. The proposed  
tract is located approximately 1100 ft east of the intersection of Delaware Creek Road and  
FM1888. (Thomas Ronald Immel)

Richard Chapman, Commissioner Pct. 3

REQUEST FOR RELIEF (Variance)

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

1. Date DECEMBER 4, 2014
2. Location of Property: RANCH ROAD NO. 1888
3. Name of Development (If Applicable): NA
4. Property Owner/Developer Name: THOMAS RONALD INNER
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
106.1300, WE COULD ONLY GET  
232.55' OF FRONTAGE DUE TO THE FACT  
THERE ARE DRIVEWAYS ON EACH SIDE  
OF THIS TRACT. ONLY 17.45' SHORT OF 250'
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
IF DON'T GET RELIEF WILL  
NOT BE ABLE TO PUT DRIVEWAY  
AND SELL TO MR. WILLIAMS
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
SAME AS ABOVE

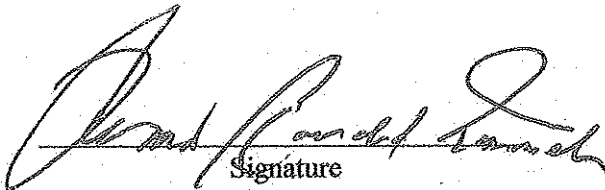


- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

NO . GOOD LINE OF SIGHT  
ON PROPERTY FRONTAGE

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

NO . HAVE HIGHWAY FRONTAGE

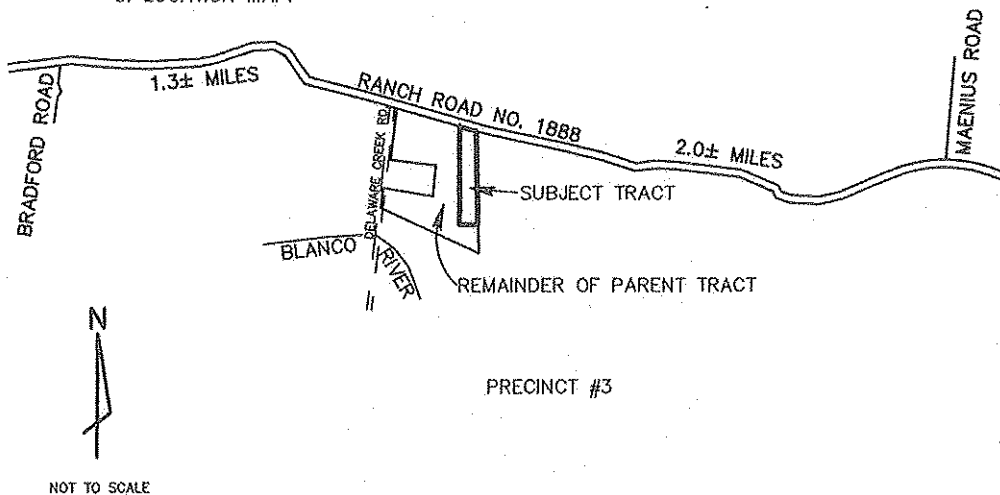
  
Signature

THOMAS RONALD INMAN  
Printed Name

12/4/2014  
Date

**AFFIDAVIT OF LAND LOCATION**  
DECEMBER 2, 2014

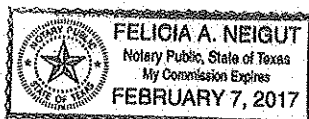
1. PROPERTY OWNER: THOMAS RONALD IMMEL
2. BEING A 7.08 ACRE TRACT OF LAND, PART OF THAT ORIGINAL 90 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO THOMAS RONALD IMMEL, VOLUME 338, PAGE 94 O.R.K.C.T.
3. THIS 7.08 ACRE TRACT OF LAND ABUTTS RANCH ROAD NO. 1888.
4. KENDALL COUNTY APPROVAL OF THIS DIVISION DOES NOT GRANT ACCESS TO THIS TRACT OF LAND FROM RANCH ROAD NO. 1888 (STATE HIGHWAY). ACCESS PERMITS MUST BE OBTAINED FROM THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION.
5. LOCATION MAP:



I THOMAS RONALD IMMEL, HEREBY AFFIRM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PUBLIC SURVEYOR OR LICENSED PROFESSIONAL ENGINEER, AND THAT IT DEPICTS THE 7.08 ACRE TRACT TO BE DIVIDED AS ILLUSTRATED, SUCH TRACT BEING PART OF THE JOHN M. LONIS SURVEY NO. 6, ABSTRACT NO. 309, AND THE J.L. COPENHAVER SURVEY NO. 128, ABSTRACT NO. 1203, KENDALL COUNTY, TEXAS.

THOMAS RONALD IMMEL

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4 DAY OF December, 2014



NOTARY PUBLIC, STATE OF TEXAS

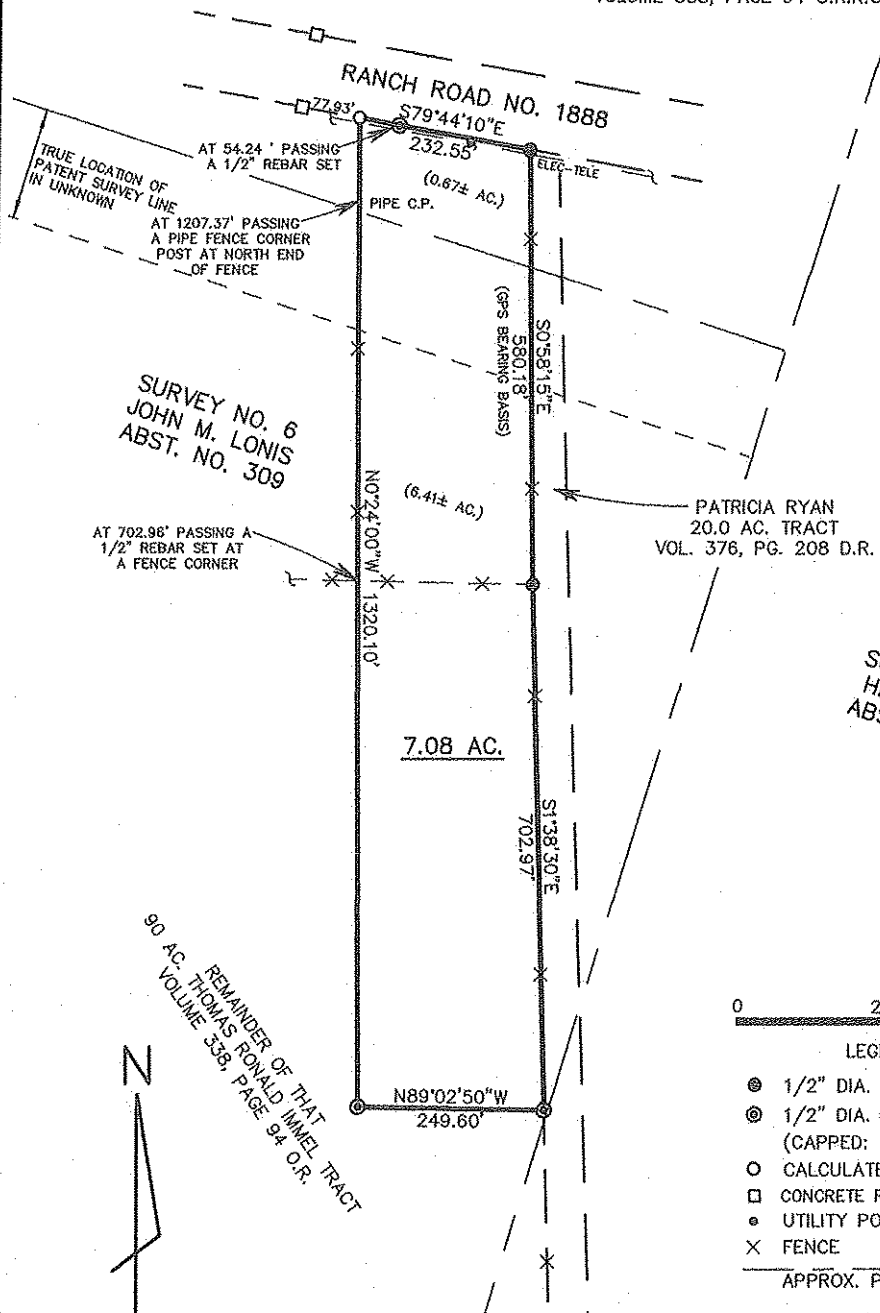
APPROVED BY KENDALL COUNTY DEPARTMENT OF DEVELOPEMENT MANAGEMENT

DATE: \_\_\_\_\_

**SURVEY MAP SHOWING  
7.08 ACRES OF LAND  
SITUATED IN  
KENDALL COUNTY, TEXAS.  
SURVEY MADE AT THE REQUEST OF  
THOMAS RONALD IMMEL**

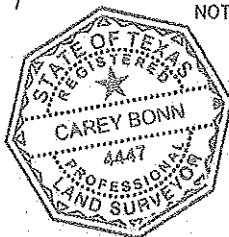
BEING PART OF THAT 90 AC. TRACT OF  
LAND DESCRIBED IN A CONVEYANCE TO  
THOMAS RONALD IMMEL BY PRISCILLA  
HEEP IMMEL, DATED NOVEMBER 7, 1990,  
VOLUME 338, PAGE 94 O.R.K.C.T.

SURVEY NO. 128  
J.L. COPENHAVER  
ABST. NO. 1203



NOTE: REFERENCE IS HERETO MADE  
TO ACCOMPANYING FIELD NOTES  
OF EVEN DATE.

**BONN SURVEYING**  
503 LONGHORN ST.  
FREDERICKSBURG, TX 78624  
PHONE: 830-997-3884  
FAX: 830-997-0972  
EMAIL: bonnsurveying@verizon.net  
FIRM REG. NO. 10055800



SURVEYED SEPTEMBER 5, 2014

CAREY BONN  
REG. PROF. LAND SURVEYOR NO. 4447

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : December 22, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief – 28 Sattler Road

REQUESTED BY: Richard Tobolka – Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a request for relief from the platting requirements and road frontage

in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations

The proposed division would create a ±272, ±79 and a ±97 acre tracts out of a parent of

449.1 acres with access over a 30ft roadway easement (Shannon Beezer and Ranch Wadsworth)

Richard Chapman, Commissioner Pct. 3

**REQUEST FOR RELIEF (Variance)**

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

1. Date: 11-30-2014
2. Location of Property: 28 Sattler Road - Spring Branch Texas 78070
3. Name of Development (If Applicable): N/A
4. Property Owner/Developer Name: Shannon M. Beezer & Randall W. Wadsworth
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

300.1100.1 Lots must have a minimum road frontage of 250 feet on a state highway, county road or a road constructed to county specifications.

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

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

We are dividing a 449.1 acre tract for a family division and need an easement. We want a 30 foot easement for roadway purposes to tie into an existing 30 foot road easement.

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

We do not have any direct access to a public or state road.

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

No, the easement will run through family property.

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

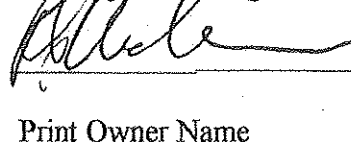
No, it's all family land surrounding the easement and the proposed tracts.

\_\_\_\_\_  
Property Owner Signature

  
\_\_\_\_\_  
Print Owner Name

Shannon M. Beezer

\_\_\_\_\_  
Property Owner Signature

  
\_\_\_\_\_  
Print Owner Name

RANDY WADSWORTH  
RANDALL WADSWORTH

DAS HEIMAT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
VOLUME 1147 PAGES 448-454  
OFFICIAL RECORDS - 233.20 ACRES

BEVERLY JUNE FISCHER GARROTT  
VOLUME 831 PAGES 649-652  
OFFICIAL RECORDS - 231.39 ACRES

30' EASEMENT FOR ROADWAY  
PURPOSES  
CAUSE NO. 11-316  
VOLUME 1346 PAGES 92-97  
OFFICIAL RECORDS - 1.90 ACRES

PROPOSED 79.735  
ACRE TRACT

PROPOSED  
30' EASEMENT FOR  
ROADWAY PURPOSES

PROPOSED TRACT LINE

PROPOSED 97.455  
ACRE TRACT

ROADWAY EASEMENT AGREEMENT  
30' INGRESS-EGRESS EASEMENT  
VOLUME 1409 PAGES 563-582  
OFFICIAL RECORDS - 2.83 ACRES

PROPOSED 271.91  
ACRE TRACT

ARLENE M. ROGERS  
WILLARD W. GASS  
SHANNON M. BEEZER  
RANDALL W. WADSWORTH  
VOLUME 1407 PAGES 768-791  
OFFICIAL RECORDS - 449.1 ACRES

PROPOSED TRACT LINE



SCALE: 1" = 700'

SATTLER ROAD



## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/11  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Road History Form

REQUESTED BY: MIKE HOWIE GIS  
(Please print your name and title)

PHONE #/EXT: 331-8245 TIME NEEDED FOR PRESENTATION: 5

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and Action to accept the road history form for "CW Ranch Rd"  
A private road in Kendall County, precinct 3.

# KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: December 2, 2014

Final Plat Approved:

ROAD NAME

CW RANCH RD

PRECINCT

3

GRID/X,Y

J-8

ROAD TYPE

PR

ROAD CLASS

\*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD

FM 473 @ 16.003 TO THE RIGHT

END OF ROAD

DEAD END

SUBDIVISION

N/A

LENGTH (miles/ft)

0.699 MILES (3,690 FEET)

ROAD SURFACE (paved/base)

PAVED

ROAD SURFACE WIDTH

12

CONDITION/DATE

Dec 3, 2014

Check one:

☐ EXCELLENT

☒

GOOD

☐

FAIR

☐

POOR

CONSTRUCTION ACCEPTED

N/A

MAINTENANCE ACCEPTED

N/A

VOLUME

0

PAGE

0

VOLUME

0

PAGE

0

ROW WIDTH

60 FEET

ROW OWNERSHIP

PRIVATE

ROW METES AND BOUNDS RECORDED

VOLUME

1,441

PAGE

84

Date

Nov 13, 2014

BRIDGES

NONE

WEIGHT LIMIT

NONE

SPEED LIMIT

N/A

STRIPED

NONE

SIGNAGE

NONE

CULVERTS

N/A

ADDRESS SCHEME / CHECK ONE:

☐

1999 & BEFORE = 211'

☐

2000-06/30/05 = 5.28'

☒

07/01/05 - 25.0'

☐

PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To: 149

LEFT (even) FROM:

2

To: 150

TELCO:

HCT / GVTC

EXCHANGE:

SCHOOL DIST.

BISD

ELECTRIC:

CTEC

ZIP CODE:

78006

WATER PROVIDER:

☒ CO. Inspector

☐ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Authorized Signer for Herff Road Project Documents

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

#### WORDING OF AGENDA ITEM:

Consideration and action to authorize Commissioner Mike Fincke to sign documents relative to the Herff Road Project.

## KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

**COURT DATE:** December 22, 2014

☒ Open Session    ☐ Executive Session

**SUBJECT:** Interlocal Agreement to contribute funds for improvements to the Scenic Loop overpass on IH-10.

**REQUESTED BY:** Darrel Lux, County Judge

**PHONE NO. /EXT.** 213

**TIME FOR PRESENTATION:** 5 min.

**WORDING OF AGENDA ITEM:**

Consideration and action concerning renewing the Interlocal Agreement with the City of Boerne to contribute funds for improvements to the Scenic Loop overpass on IH-10.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):**

The County and the City of Boerne entered into an interlocal agreement providing that both entities would contribute funds in order to obtain approval by TxDot to construct needed improvements at the Scenic Loop overpass on IH-10. The original agreement had a term of one year. The project has been approved by TxDot and the interlocal agreement requires extension for another term.

**SUPPORTING DOCUMENTATION:** Interlocal Agreement

STATE OF TEXAS  
KENDALL COUNTY

INTERLOCAL AGREEMENT FOR THE PAYMENT OF FUNDS FOR THE IH-10 AT SCENIC  
LOOP ROAD BRIDGE AND OPERATIONAL IMPROVEMENT PROJECT

Kendall County ("County") and the City of Boerne ("City") (City and County collectively referred to as the "Parties") enter into this Interlocal Agreement ("Agreement") for the payment of certain funds to replace the IH10 at Scenic Loop Road Bridge and other roadway enhancements to provide certain operational improvements. The Parties are acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, IH 10 and Scenic Loop intersection is located in the jurisdiction of City which is wholly incorporated within the County; and

WHEREAS, City and County through their respective governing bodies have determined that the off-ramp, access roads and bridge at the intersection of Scenic Loop and IH-10 are in need of improvements in order to adequately handle increased traffic exiting IH-10 and proceeding on access roads to city streets and county roads; and

WHEREAS, the governing bodies of the Parties have also determined that improvements at the intersection of Scenic Loop and IH-10 is a high priority item; and

WHEREAS, the County recommended that the City represent the Kendall County Area on the San Antonio – Bexar County Metropolitan Planning Organization ("MPO");

WHEREAS, the MPO administers the federally funded Surface Transportation Program – Metropolitan Mobility ("STP-MM") program;

WHEREAS, on June 1, 2013, the MPO announced the 2015-2018 Program Call for project nominations under the STP-MM;

WHEREAS, the due date for nominations under the 2015-2018 STP-MM is December 2, 2013;

WHEREAS, the Texas Department of Transportation ("TxDOT") has recommended the IH 10 at Scenic Loop Road Bridge plus other roadway enhancements to provide certain operational improvements (the "Project") for submission;

WHEREAS, in order for the TxDOT to submit the Project in a manner which would greatly improve the likelihood of funding by the MPO, TxDOT has recommended a local contribution of \$1,100,000, which is equivalent to eleven percent (11%) of the \$10,000,000.00 estimated project cost if the project is selected for funding;

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning street, road and drainage projects;

NOW THEREFORE, in order to carry out the intent of the Parties in accordance with applicable law, the Parties agree as follows:

## ARTICLE I PURPOSE

The purpose of this Agreement is to establish and clarify each Party's responsibilities, rights, and obligations, and the manner and method of payment of the local contribution amount of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000), the equivalent of 11% of the total estimated Project cost, (hereinafter referred to as the "Total Contribution Amount") should the Project be selected.

## ARTICLE II TERM

The initial term of this Agreement shall be from the date of execution of this Agreement until one year from such date, unless earlier terminated or extended by agreement of the Parties in accordance with applicable law. This Agreement will terminate automatically if one of the following occurs: (1) the City decides not to support the Project submission; (2) the Project submission is denied by the MPO; or (3) the purposes of this Agreement have been fulfilled.

## ARTICLE III DUTIES AND RESPONSIBILITIES OF THE PARTIES

CITY and COUNTY agree that:

1. At the November 26, 2013, City Council meeting, the City will vote on a Resolution supporting the completion of the Project, endorsing the submission of the Project to the MPO by TxDOT and agreeing to make a lump sum contribution of \$1,100,000 if the Project is selected. Proposed Resolution for City Council approval is attached as Exhibit A.
2. The County supports the completion of the Project and submission of the Project to the MPO by TxDOT.
3. County supports the City entering into a Resolution with TxDOT and, if the Project is selected, commits to participating in the Project by providing a lump sum contribution to the City in an amount not to exceed fifty percent (50%) of the Total Contribution Amount less any amounts received from any third parties ((Total Contribution – third party payments) X 50%).
4. The Parties agree that should any third party contribute monies to the Total Contribution Amount required for the Project, the Parties will use the amount received to decrease the Parties' share of the Total Contribution Amount due and owing.
5. County agrees, that should the Project be selected, County will pay City the amounts referenced herein not later than the day the City is required to pay the Total Contribution Amount for the Project to TxDOT.

ARTICLE IV  
TEXAS LAW TO APPLY

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

ARTICLE V  
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VI  
AMENDMENTS

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

ARTICLE VII  
LIAISONS AND NOTICES

Unless written notification by County to the contrary is received by City, the County Judge or designee shall be the designated representative of County responsible for the management of this Agreement.

Unless written notification by City to the contrary is received by County, the City Manager or designee shall be the designated representative of City responsible for management of this Agreement.

Communications between City and County shall be directed to the designated representative of each Party as set forth above.

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

CITY

City of Boerne  
402 E. Blanco  
Boerne, Texas 78006  
Attn: City Manager Ron Bowman

COUNTY

Kendall County  
201 E. San Antonio Street, Suite 122  
Boerne, Texas 78006  
Attn: County Judge Darrel Lux

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

computers (e-mails) is specifically excluded as a means of official communications and/or notices between the Parties.

Approved by City Council of CITY on this the 27 day of NOVEMBER 2013



Michael Schultz  
Mayor, City of Boerne

Attest: Lori Carroll

Lori Carroll  
City Secretary, City of Boerne

Approved by Commissioners Court of COUNTY on this the 25<sup>th</sup> day of November 2013.



Darrel Lux  
County Judge, Kendall County

Attest: Darlene Herrin

Darlene Herrin  
County Clerk, Kendall County

Executed in duplicate originals, each of which shall have the full force and effect of an original, on this the 27 day of November 2013.



Ron Bowman, City Manager  
City of Boerne



Darrel Lux, County Judge  
Kendall County



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12/22/2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: November 2014 Road & Bridge monthly report.

REQUESTED BY: Ricky Pfeiffer

(Please print your name and title)

PHONE NUMBER/EXTENSION: 656

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Present summary of activities by Road & bridge department during November 2014 to  
Commissioner's Court.



# Kendall County Road & Bridge Monthly Report November 2014

| Route                          | Address | Location            | Activity              | Details  | W.O. No    | Date     |
|--------------------------------|---------|---------------------|-----------------------|--|------------|----------|
| <b>Precinct 1</b>              |         |                     |                       |  |            |          |
| <b>Brush</b>                   |         |                     |                       |  |            |          |
| CEDAR BREAK TRL                | 105     |                     | Right-of-Way Clearing | Trim brush from right of way.  | RD-3840-14 | 11/25/14 |
| UPPER BALCONES RD              | 115     |                     | Right-of-Way Clearing | Remove brush from right of way.  | RD-3873-14 | 11/24/14 |
| <b>Maintenance</b>             |         |                     |                       |  |            |          |
| UPPER BALCONES RD              | 115     |                     | Ditch Maintenance     | Repair potholes & road shoulders as needed.                              | RD-3874-14 | 11/24/14 |
| UPPER BALCONES RD              | 115     |                     | Ditch Maintenance     | Repair potholes & road shoulders as needed.                              | RD-3875-14 | 11/25/14 |
| UPPER BALCONES RD              | 115     |                     | Ditch Maintenance     | Repair potholes & road shoulders as needed.                              | RD-3876-14 | 11/26/14 |
| UPPER BALCONES RD              |         | @ 0.8 miles.        | Ditch Maintenance     | Repair road shoulders as needed.   | RD-3877-14 | 11/26/14 |
| <b>Miscellaneous</b>           |         |                     |                       |  |            |          |
|                                |         |                     | Roadway Inspection    | Check roads for storm damage & debris.                                   | RD-3945-14 | 11/5/14  |
| <b>Non Road and Bridge</b>     |         |                     |                       |  |            |          |
| DOESKIN DR                     | 79      |                     | Fabricate             | Fabricated new 911 address sign.   | RD-3800-14 | 11/5/14  |
| HANNAH LN                      | 31      |                     | Fabricate             | Fabricated new 911 address sign.   | RD-3801-14 | 11/14/14 |
| <b>Signs</b>                   |         |                     |                       |  |            |          |
| CORLEY RD                      |         | @ 0.01 miles.       | Delineator Replace    | Replaced bent & missing delineators.                                     | SI-2252-14 | 11/7/14  |
| CORLEY RD                      |         | @ 0.01 miles.       | Replace Support       | Relocated & replaced Stop/Street Name sign support.                      | SI-2253-14 | 11/7/14  |
| CORLEY RD                      |         | @ 0.02 miles.       | Trim Brush            | Trimmed brush from Stop/Street Name sign for visibility.                 | SI-2254-14 | 11/7/14  |
| DEER LAKE DR                   |         | @ 0.03 miles.       | Replace Sign          | Relocated & replaced Right Turn/No Outlet sign & support for visibility. | SI-2257-14 | 11/7/14  |
| DODGE RD                       |         | @ 0.03 miles.       | Replace Sign          | Replaced run over No Outlet/Dogs at Large sign & support.                | SI-2272-14 | 11/14/14 |
| DOESKIN DR                     |         | @ 0.32 & 0.4 miles. | Replace Support       | Replaced leaning Keep Right sign supports.                               | SI-2258-14 | 11/7/14  |
| INDIAN SPRINGS TRL             |         | @ 0.52 miles.       | Delineator Repair     | Repaired missing delineator.   | SI-2256-14 | 11/7/14  |
| SKYVIEW DR                     |         | @ 0.01 miles.       | Repair Sign Support   | Repaired bent Street Name sign support.                                  | SI-2273-14 | 11/14/14 |
| UPPER BALCONES RD              |         | @ 1.1 miles.        | Trim Brush            | Trimmed brush from Intersecting Road sign for visibility.                | SI-2255-14 | 11/7/14  |
| <b>Total WO's For Pct 1 18</b> |         |                     |                       |  |            |          |

| Route                | Address | Location     | Activity           | Details                                     | W.O. No    | Date     |
|----------------------|---------|--------------|--------------------|---|------------|----------|
| <b>Precinct 2</b>    |         |              |                    |   |            |          |
| <b>Maintenance</b>   |         |              |                    |   |            |          |
| KREUTZBERG RD        |         | @ 0.2 miles. | Clean out culvert  | Clean out driveway culvert pipes as needed. | RD-3830-14 | 11/4/14  |
| <b>Miscellaneous</b> |         |              |                    |   |            |          |
|                      |         | List         | Roadway Inspection | Check roads for storm damage & debris.      | RD-3826-14 | 11/5/14  |
|                      |         | List         | Roadway Inspection | Check roads for storm damage & debris.      | RD-3963-14 | 11/5/14  |
| <b>Mowing</b>        |         |              |                    |   |            |          |
| BALCONES RD WEST     |         | Finished     | Mowing             | Mowed right of way.                         | RD-3942-14 | 11/14/14 |
| BEAR CREEK RD        |         | Partial.     | Mowing             | Mowed right of way.                         | RD-3936-14 | 11/10/14 |
| BEAR CREEK RD        |         | Finished     | Mowing             | Mowed right of way.                         | RD-3939-14 | 11/12/14 |
| BROOKVIEW DR         |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3917-14 | 11/18/14 |
| BUCKHORN LN          |         | Finished     | Mowing             | Mowed right of way.                         | RD-3948-14 | 11/18/14 |
| CAVE CIR             |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3926-14 | 11/19/14 |
| CLEAR CREEK CIR      |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3925-14 | 11/19/14 |
| CLEAR SPRINGS DR     |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3907-14 | 11/17/14 |
| COUGHRAN RD          |         | Finished     | Mowing             | Mowed right of way.                         | RD-3937-14 | 11/12/14 |
| CRABAPPLE RD         |         | Finished.    | Mowing             | Mowed right of way.                         | RD-3934-14 | 11/3/14  |
| CYPRESS CREEK RD     |         | Finished.    | Mowing             | Mowed right of way.                         | RD-3962-14 | 11/20/14 |
| DODGE RD             |         | Finished     | Mowing             | Mowed right of way.                         | RD-3943-14 | 11/14/14 |
| E WINDING LOOP       |         | Finished     | Mowing             | Mowed right of way.                         | RD-3947-14 | 11/18/14 |
| FIFTH ST             |         | Finished     | Mowing             | Mowed right of way.                         | RD-3956-14 | 11/19/14 |
| FM 473               |         | Partial.     | Mowing             | Mowed right of way.                         | RD-3957-14 | 11/19/14 |
| HONEYCOMB DR         |         | Finished     | Mowing             | Mowed right of way.                         | RD-3952-14 | 11/18/14 |
| HOSKINS TRAIL        |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3931-14 | 11/20/14 |
| IDLEWILDE BLVD       |         | Finished     | Mowing             | Mowed right of way.                         | RD-3955-14 | 11/19/14 |
| KREUTZBERG RD        |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3903-14 | 11/4/14  |
| LITTLE HILL RD       |         | Finished     | Mowing             | Mowed right of way.                         | RD-3953-14 | 11/18/14 |
| LIVE OAK PASS        |         | Finished     | Mowing             | Mowed right of way.                         | RD-3951-14 | 11/18/14 |
| MALLARD DR           |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3927-14 | 11/19/14 |
| MARK TWAIN DR        |         | Partial.     | Mowing             | Mowed right of way.                         | RD-3932-14 | 11/20/14 |
| MARK TWAIN DR        |         | Finished.    | Mowing             | Mowed right of way.                         | RD-3933-14 | 11/21/14 |
| NORTH CREEK LP       |         | Finished.    | Mowing             | Mowed right of way.                         | RD-3961-14 | 11/20/14 |
| NORTH CREEK RD       |         | Partial.     | Mowing             | Mowed right of way.                         | RD-3959-14 | 11/19/14 |
| NORTH CREEK RD       |         | Finised.     | Mowing             | Mowed right of way.                         | RD-3960-14 | 11/20/14 |
| NORTH STAR CT        |         | Entire road. | Mowing             | Mowed right of way.                         | RD-3923-14 | 11/18/14 |
| OLD BLANCO RD        |         | Finished.    | Mowing             | Mowed right of way.                         | RD-3935-14 | 11/3/14  |
| RED OAK DR           |         | Finnished    | Mowing             | Mowed right of way.                         | RD-3912-14 | 11/17/14 |

| Route                     | Address | Location     | Activity  | Details                            | W.O. No    | Date     |
|---------------------------|---------|--------------|-----------|------------------------------------|------------|----------|
| <b>Mowing</b>             |         |              |           |                                    |            |          |
| RED OAK DR                |         | Partial      | Mowing    | Mowed right of way.                | RD-3906-14 | 11/17/14 |
| RED OAK DR                |         | Partial      | Mowing    | Mowed right of way.                | RD-3908-14 | 11/17/14 |
| RED OAK DR                |         | Partial      | Mowing    | Mowed right of way.                | RD-3910-14 | 11/17/14 |
| RIDGE PL                  |         | Entire road. | Mowing    | Mowed right of way.                | RD-3916-14 | 11/18/14 |
| RIDGES END DR             |         | Entire road. | Mowing    | Mowed right of way.                | RD-3915-14 | 11/18/14 |
| RIVER MOUNTAIN DR         |         | Partial.     | Mowing    | Mowed right of way.                | RD-3921-14 | 11/18/14 |
| RIVER MOUNTAIN DR         |         | Partial.     | Mowing    | Mowed right of way.                | RD-3918-14 | 11/18/14 |
| RIVER MOUNTAIN DR         |         | Finnished    | Mowing    | Mowed right of way.                | RD-3924-14 | 11/19/14 |
| RIVER RIDGE               |         | Entire road. | Mowing    | Mowed right of way.                | RD-3930-14 | 11/20/14 |
| ROLLING VIEW DR           |         | Partial.     | Mowing    | Mowed right of way.                | RD-3919-14 | 11/18/14 |
| SADDLE VIEW DR            |         | Entire road. | Mowing    | Mowed right of way.                | RD-3904-14 | 11/17/14 |
| SHADY RIDGE               |         | Partial      | Mowing    | Mowed right of way.                | RD-3909-14 | 11/17/14 |
| SPOTTED DEER TRL          |         | Finished     | Mowing    | Mowed right of way.                | RD-3949-14 | 11/18/14 |
| SPRING VALLEY CV          |         | Partial.     | Mowing    | Mowed right of way.                | RD-3920-14 | 11/18/14 |
| SUNRISE DR                |         | Entire road. | Mowing    | Mowed right of way.                | RD-3911-14 | 11/17/14 |
| THIRD ST                  |         | Finised.     | Mowing    | Mowed right of way.                | RD-3958-14 | 11/19/14 |
| THUNDER RD                |         | Finished     | Mowing    | Mowed right of way.                | RD-3950-14 | 11/18/14 |
| TIMBER MOUNTAIN DR        |         | Entire road. | Mowing    | Mowed right of way.                | RD-3922-14 | 11/18/14 |
| TIMBER VIEW DR            |         | Entire road. | Mowing    | Mowed right of way.                | RD-3905-14 | 11/17/14 |
| UPPER BALCONES RD         |         | Partial      | Mowing    | Mowed right of way.                | RD-3938-14 | 11/12/14 |
| UPPER BALCONES RD         |         | Partial      | Mowing    | Mowed right of way.                | RD-3940-14 | 11/13/14 |
| UPPER BALCONES RD         |         | Finished     | Mowing    | Mowed right of way.                | RD-3941-14 | 11/14/14 |
| W WINDING LOOP            |         | Finished     | Mowing    | Mowed right of way.                | RD-3946-14 | 11/18/14 |
| WHITE OAK TRL             |         | Partial.     | Mowing    | Mowed right of way.                | RD-3928-14 | 11/19/14 |
| WHITE OAK TRL             |         | Finnished.   | Mowing    | Mowed right of way.                | RD-3929-14 | 11/20/14 |
| WHITWORTH DR              |         | Partial.     | Mowing    | Mowed right of way.                | RD-3944-14 | 11/14/14 |
| WILD HORSE DR             |         | Finished     | Mowing    | Mowed right of way.                | RD-3954-14 | 11/18/14 |
| WIND RIDGE DR             |         | Entire Road. | Mowing    | Mowed right of way.                | RD-3914-14 | 11/18/14 |
| WINDVIEW DR               |         | Entire road. | Mowing    | Mowed right of way.                | RD-3913-14 | 11/17/14 |
| <b>On Road and Bridge</b> |         |              |           |                                    |            |          |
| CHARGER BLVD              | 202     | Brush Site.  | Chipping  | Grind County brush for 4.75 hours. | RD-3810-14 | 11/3/14  |
| CHARGER BLVD              | 202     | Brush Site.  | Chipping  | Grind County brush for 3.5 hours.  | RD-3811-14 | 11/10/14 |
| CHARGER BLVD              | 202     | Brush Site.  | Chipping  | Grind County brush for 5 hours.    | RD-3841-14 | 11/18/14 |
| CHARGER BLVD              | 202     | Brush Site.  | Chipping  | Grind County brush for 4 hours.    | RD-3842-14 | 11/25/14 |
| KREUTZBERG RD             | 738     |              | Fabricate | Fabricated new 911 address sign.   | RD-3802-14 | 11/14/14 |
| SILENT SPG                | 155     |              | Fabricate | Fabricated new 911 address sign.   | RD-3832-14 | 11/19/14 |

signs

| Route                       | Address | Location     | Activity          | Details  | W.O. No    | Date     |
|-----------------------------|---------|--------------|-------------------|--|------------|----------|
| <b>Signs</b>                |         |              |                   |  |            |          |
| AMMANN RD                   |         | @ 2.7 miles. | Replace Sign      | Replaced missing Dip sign.   | SI-2242-14 | 11/6/14  |
| AMMANN RD                   |         | @ 1.3 miles. | Delineator Repair | Repaired bent delineator & removed deer carcass from right of way. | SI-2243-14 | 11/6/14  |
| <b>Striping</b>             |         |              |                   |  |            |          |
| KENDALL PKWY                |         | @ 0.0 miles. | Striping          | Paint Stop Bar as needed.  | RD-3850-14 | 11/25/14 |
| OLD FREDERICKSBURG RD       |         | @ 0.0 miles. | Striping          | Paint Stop Bar as needed.  | RD-3859-14 | 11/25/14 |
| <b>Total WO's For Pct 2</b> |         | <b>72</b>    |                   |  |            |          |

| Route                      | Address | Location                | Activity              | Details   | W.O. No    | Date     |
|----------------------------|---------|-------------------------|-----------------------|---|------------|----------|
| <b>Precinct 3</b>          |         |                         |                       |   |            |          |
| <b>Brush</b>               |         |                         |                       |   |            |          |
| OLD BLANCO RD              |         | @ 0.70 miles.           | Right-of-Way Clearing | Remove fallen tree limb from right of way.                    | RD-3856-14 | 11/6/14  |
| <b>Capital Improvement</b> |         |                         |                       |   |            |          |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Cut out mailbox approach for rap material.                    | RD-3818-14 | 11/13/14 |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Cut out mailbox approach for rap material.                    | RD-3819-14 | 11/14/14 |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Finish installing rap material for mailbox approach.          | RD-3845-14 | 11/17/14 |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Level up rap material for mailbox approach.                   | RD-3846-14 | 11/18/14 |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Level up rap material for mailbox approach.                   | RD-3847-14 | 11/19/14 |
| FM 1376                    |         | @ 13.6 miles.           | Mailbox or Driveway   | Clean up mailbox approach.                                    | RD-3848-14 | 11/20/14 |
| FM 1376                    | 1733    |                         | Mailbox or Driveway   | Work on drainage & mailbox approach as needed.                | RD-3849-14 | 11/26/14 |
| FM 1376                    |         | @ 13.64 miles.          | Mailbox or Driveway   | Relocated mailbox as needed.                                  | SI-2285-14 | 11/18/14 |
| <b>Cleaning and Debris</b> |         |                         |                       |   |            |          |
| ACKER RD                   |         | From 5.5 to 5.7 miles.  | Road Surface          | Clean mud from roadway & clean ditch line.                    | RD-3808-14 | 11/6/14  |
| DOVE CREST DR              | 112     |                         | Clean out culvert     | Cleared dirt & grass from driveway culvert pipe for drainage. | RD-3815-14 | 11/5/14  |
| MARQUARDT RD               |         | @ 0.2 miles.            | Tree Removal          | Remove three fallen trees from right of way.                  | RD-3852-14 | 11/4/14  |
| SILENT SPG                 |         | From 0.0 to 0.46 miles. | Ditch Maintenance     | Cleaned debris from ditch line for water flow.                | RD-3866-14 | 11/5/14  |
| TROPHY DR                  |         |                         | Road Surface          | Clean debris from road intersection.                          | RD-3872-14 | 11/7/14  |
| <b>Maintenance</b>         |         |                         |                       |   |            |          |
| BUNTLINE DR                | 111     |                         | Ditch Maintenance     | Clean ditch line.   | RD-3809-14 | 11/7/14  |
| OLD BLANCO RD              |         | @ 4.6 miles.            | Ditch Maintenance     | Clean out ditch line as needed.                               | RD-3855-14 | 11/6/14  |
| REMINGTON DR               | 34      |                         | Road Surface          | Remove gravel from roadway & clean ditch line as needed.      | RD-3864-14 | 11/7/14  |
| SISTERDALE LINDENDALE RD   |         | @ 2.6 miles.            | Ditch Maintenance     | Cleaned ditch line as needed.                                 | RD-3867-14 | 11/3/14  |
| <b>Miscellaneous</b>       |         |                         |                       |   |            |          |
|                            |         | List                    | Roadway Inspection    | Check roads for storm damage & debris.                        | RD-3964-14 | 11/5/14  |
|                            |         | List                    | Roadway Inspection    | Check roads for storm damage & debris.                        | RD-3965-14 | 11/5/14  |
| FM 3351 N                  | 1133    | Kendalia Yard.          | Labor Various         | Clean Unit #59.   | RD-3820-14 | 11/5/14  |
| <b>Mowing</b>              |         |                         |                       |   |            |          |
| ANTLERS WAY                |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3894-14 | 11/4/14  |
| CANYON RIDGE DR            |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3893-14 | 11/4/14  |
| CYPRESS BEND DR            |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3891-14 | 11/3/14  |
| EMERALD HL                 |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3897-14 | 11/4/14  |
| HARDY TRAIL                |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3902-14 | 11/4/14  |
| HUNTERS VIEW CIR           |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3895-14 | 11/4/14  |
| INDIAN KNOLL DR            |         | Entire road.            | Mowing                | Mowed right of way.   | RD-3888-14 | 11/3/14  |

| Route                     | Address | Location                | Activity                  | Details   | W.O. No    | Date     |
|---------------------------|---------|-------------------------|---------------------------|---|------------|----------|
| <b>Mowing</b>             |         |                         |                           |   |            |          |
| KEMMER TRAIL              |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3898-14 | 11/4/14  |
| RIDGE TRL                 |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3899-14 | 11/4/14  |
| RIVER BLUFF DR            |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3892-14 | 11/3/14  |
| RIVER RANCH RD            |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3896-14 | 11/4/14  |
| RIVER TRL                 |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3901-14 | 11/4/14  |
| S RIVER TRL               |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3900-14 | 11/4/14  |
| SIEBENEICHER RD           |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3890-14 | 11/3/14  |
| WASP CREEK RD             |         | Entire road.            | Mowing                    | Mowed right of way.   | RD-3889-14 | 11/3/14  |
| <b>On Road and Bridge</b> |         |                         |                           |   |            |          |
| FM 1376                   | 720     |                         | Fabricate                 | Fabricated new 911 address sign.  | RD-3806-14 | 11/14/14 |
| MOUNTAIN VIEW TRL         | 114     |                         | Fabricate                 | Fabricated new 911 address sign.  | RD-3807-14 | 11/14/14 |
| VUECES CT                 | 289     |                         | Fabricate                 | Fabricated new 911 address sign.  | RD-3803-14 | 11/14/14 |
| <b>Mowing and Prep</b>    |         |                         |                           |   |            |          |
| KEMMER TRL                |         | @ 0.17 miles.           | Place or Remove Temp Sign | Removed Loose Gravel sign.  | SI-2244-14 | 11/6/14  |
| <b>Road Structures</b>    |         |                         |                           |   |            |          |
| EDGE FALLS RD             |         | @ 6.3 miles.            | Repair Cattle Guard       | Weld cuts made on cattle guard from mobile home relocation.                       | RD-3833-14 | 11/18/14 |
| EDGE FALLS RD             | 453     |                         | Repair Cattle Guard       | Repair broken cattle guard wing as needed.  | RD-3834-14 | 11/18/14 |
| GATTLER RD                |         | @ 2.3 miles.            | Repair Cattle Guard       | Repaired broken wing on cattle guard.   | RD-3798-14 | 11/10/14 |
| <b>Signs</b>              |         |                         |                           |   |            |          |
| ERNST RD                  |         | @ 1.12 miles.           | Replace Sign              | Replaced faded Watch for Water on Road sign with Road May Flood sign & support.   | SI-2302-14 | 11/24/14 |
| ERNST RD                  |         | @ 1.05 & 1.12 miles.    | Relocate                  | Relocated & replaced Barricade Marker #4A as needed.                              | SI-2303-14 | 11/24/14 |
| ERNST RD                  |         | @ 0.7 miles.            | Replace Sign              | Replaced Watch for Water on Road sign with Road May Flood sign & support.         | SI-2304-14 | 11/24/14 |
| ERNST RD                  |         | From 0.85 to 0.7 miles. | Relocate                  | Relocated & replaced Barricade Marker #4 as needed.                               | SI-2305-14 | 11/24/14 |
| FM 1376                   |         |                         | Fabricate                 | Fabricated missing Street Name sign.  | SI-2283-14 | 11/18/14 |
| FM 1376                   |         | @ 10.6 & 10.0 miles.    | Place or Remove Temp Sign | Removed temporary Road Work Ahead construction signs.                             | SI-2306-14 | 11/24/14 |
| FM 1376                   |         | @ 10.4 & 10.2 miles.    | Place or Remove Temp Sign | Removed temporary Be Prepared to Stop construction signs.                         | SI-2307-14 | 11/24/14 |
| OLD BLANCO RD             |         | @ 3.2 miles.            | Relocate                  | Relocated & refabricated Barricade Marker #9 as needed.                           | SI-2263-14 | 11/10/14 |
| OLD BLANCO RD             |         | From 4.4 to 4.5 miles.  | Relocate                  | Relocated & refabricated Barricade Marker #11A as needed.                         | SI-2264-14 | 11/10/14 |
| OLD BLANCO RD             |         | @ 4.5 miles.            | Replace Sign              | Replaced leaning Watch for Water on Road sign & support with Road May Flood sign. | SI-2265-14 | 11/10/14 |
| RIVER TRL                 |         | @ 0.65 miles.           | Install                   | Installed Left Turn sign as requested.  | SI-2245-14 | 11/6/14  |
| RIVER TRL                 |         | @ 0.65 miles.           | Install                   | Installed Road May Flood sign as needed.  | SI-2246-14 | 11/6/14  |

| Route                       | Address | Location                  | Activity           | Details   | W.O. No    | Date     |
|-----------------------------|---------|---------------------------|--------------------|---|------------|----------|
| <b>Signs</b>                |         |                           |                    |   |            |          |
| RIVER TRL                   |         | @ 0.48 miles.             | Install            | Installed Right Turn sign as requested.   | SI-2247-14 | 11/6/14  |
| RIVER TRL                   |         | @ 0.48 miles.             | Install            | Installed Right Turn sign as needed.  | SI-2248-14 | 11/6/14  |
| SATTLER RD                  |         | @ 2.28 miles.             | Delineator Replace | Replaced bent delineator.   | SI-2259-14 | 11/10/14 |
| SATTLER RD                  |         | @ 1.3 miles.              | Delineator Replace | Replaced damaged delineator.  | SI-2260-14 | 11/10/14 |
| SATTLER RD                  |         | @ 0.8 miles.              | Relocate           | Relocated & refabricated Barricade Marker as needed.  | SI-2261-14 | 11/10/14 |
| SATTLER RD                  |         | @ 7.2 miles.              | Relocate           | Relocated & refabricated Barricade Marker as needed.  | SI-2262-14 | 11/10/14 |
| SEEWALD RD                  |         | @ 0.1 miles.              | Install            | Installed Stop Ahead sign as requested.   | SI-2293-14 | 11/20/14 |
| WALNUT GROVE RD             |         | @ 0.02 miles.             | Replace Sign       | Replaced faded & old Watch for Water on Road sign & support with Road May Flood sign & support. | SI-2294-14 | 11/20/14 |
| WALNUT GROVE RD             |         | From 0.025 to 0.02 miles. | Relocate           | Relocated Barricade Marker #10 as needed.   | SI-2295-14 | 11/20/14 |
| WALNUT GROVE RD             |         | @ 0.22 miles.             | Replace Sign       | Replaced bent & faded Watch for Water on Road sign with Road May Flood sign.                    | SI-2296-14 | 11/20/14 |
| WALNUT GROVE RD             |         | From 0.21 to 0.22 miles.  | Relocate           | Relocated Barricade Marker #10A as needed.  | SI-2297-14 | 11/20/14 |
| WALNUT WAY                  |         | @ 0.01 miles.             | Install            | Installed missing Street Name signs.  | SI-2284-14 | 11/18/14 |
| WALNUT WAY                  |         |                           | Fabricate          | Fabricated missing Street Name sign.  | SI-2282-14 | 11/18/14 |
| <b>Total WO's For Pct 3</b> |         | <b>68</b>                 |                    |   |            |          |



| Route                            | Address | Location                | Activity              | Details   | W.O. No    | Date     |
|----------------------------------|---------|-------------------------|-----------------------|---|------------|----------|
| <b>Precinct 4</b>                |         |                         |                       |   |            |          |
| <b>Brush</b>                     |         |                         |                       |   |            |          |
| GRAPE CREEK RD                   | 3296    | @ 3.4 miles.            | Right-of-Way Clearing | Clean brush & remove dead tree from right of way for visibility.                | RD-3824-14 | 11/6/14  |
| POEHNERT RD                      |         | From 0.0 to 0.1 mile.   | Right-of-Way Clearing | Remove low-hanging tree limbs from roadway.                                     | RD-3861-14 | 11/21/14 |
| SHOOTING CLUB RD                 |         |                         | Right-of-Way Clearing | Remove low-hanging tree limbs from right of way.                                | RD-3865-14 | 11/24/14 |
| TEN WEST DR                      |         | @ 1.4 miles.            | Brush Removal         | Remove brush from ditch line.   | RD-3869-14 | 11/7/14  |
| WARING KNOLL DR                  | 120     |                         | Right-of-Way Clearing | Remove brush from right of way.   | RD-3878-14 | 11/25/14 |
| <b>Capital Improvement</b>       |         |                         |                       |   |            |          |
| FM 1376                          |         | @ 16.3 miles.           | Mailbox or Driveway   | Install mailbox approach.   | RD-3816-14 | 11/12/14 |
| FM 1376                          |         | @ 16.3 miles.           | Mailbox or Driveway   | Relocate mailbox approach.  | RD-3817-14 | 11/13/14 |
| <b>Cleaning and Debris</b>       |         |                         |                       |   |            |          |
| COMFORT PL                       | 405     |                         | Ditch Maintenance     | Cleaned debris from inlet side of culvert pipes.                                | RD-3814-14 | 11/4/14  |
| GRAPE CREEK RD                   |         | @ 2.2 miles.            | Tree Removal          | Remove tree from roadway.   | RD-3823-14 | 11/5/14  |
| HOLIDAY RD                       |         | @ 2.1 miles.            | Tree Removal          | Remove fallen Oak tree trunk as needed.   | RD-3828-14 | 11/6/14  |
| KENDALL OAKS DR                  | 110     | @ 0.2 miles.            | Tree Removal          | Remove three dead trees from right of way.                                      | RD-3829-14 | 11/7/14  |
| MARQUARDT RD                     |         | @ 2.5 miles.            | Tree Removal          | Remove fallen tree from right of way following wind storm.                      | RD-3853-14 | 11/3/14  |
| MARQUARDT RD                     |         | @ 1.6 miles.            | Tree Removal          | Remove fallen Hackberry tree from right of way.                                 | RD-3851-14 | 11/4/14  |
| MARQUARDT RD                     | 30      |                         | Road Surface          | Clean debris from roadway.  | RD-3854-14 | 11/7/14  |
| SKY LINE DR                      |         | From 0.0 to 2.75 miles. | Litter                | Remove dumped tires from right of way.  | RD-3868-14 | 11/10/14 |
| TOWER RD                         | 137     |                         | Tree Removal          | Remove fallen tree from roadway following storm.                                | RD-3870-14 | 11/22/14 |
| TOWER RD                         | 137     |                         | Tree Removal          | Remove fallen tree from roadway following storm.                                | RD-3871-14 | 11/24/14 |
| <b>Herbicides and Vegetation</b> |         |                         |                       |   |            |          |
| OLD COMFORT RD                   | 3       | R&B Yard.               | Labor Various         | Winterize herbicide truck.  | RD-3858-14 | 11/26/14 |
| <b>Maintenance</b>               |         |                         |                       |   |            |          |
| FLAT ROCK CREEK RD               |         | @ 1.6 miles.            | Ditch Maintenance     | Remove silt berms from ditch.   | RD-3821-14 | 11/3/14  |
| FLAT ROCK CREEK RD               |         | From 0.1 to 0.2 miles.  | Road Surface          | Level up as needed.   | RD-3822-14 | 11/3/14  |
| GRAPE CREEK RD                   |         | @ 3.4 miles.            | Ditch Maintenance     | Install rock & clean tank as needed.  | RD-3825-14 | 11/7/14  |
| PLATTEN CREEK RD                 | 148     |                         | Ditch Maintenance     | Shape ditch line & install shot rock along ditch line.                          | RD-3860-14 | 11/3/14  |
| <b>Miscellaneous</b>             |         |                         |                       |   |            |          |
|                                  |         | List                    | Roadway Inspection    | Check roads for storm damage & debris.  | RD-3966-14 | 11/5/14  |
|                                  |         | Comfort Township        | Roadway Inspection    | Check roads for storm damage & debris.  | RD-3967-14 | 11/5/14  |
| OLD COMFORT RD                   | 3       | R&B Yard.               | Labor Various         | Inspect pole saws, chain saws & weed eaters & inventory filters, plugs & files. | RD-3857-14 | 11/5/14  |
| <b>on Road and Bridge</b>        |         |                         |                       |   |            |          |
| ANCIENT COAST RD                 | 109     |                         | Fabricate             | Fabricated new 911 address sign.  | RD-3804-14 | 11/14/14 |

| Route                     | Address | Location               | Activity                  | Details  | W.O. No    | Date     |
|---------------------------|---------|------------------------|---------------------------|--|------------|----------|
| <b>on Road and Bridge</b> |         |                        |                           |  |            |          |
| FLAT ROCK CREEK RD        | 8       |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3799-14 | 11/5/14  |
| FRONT ST                  | 722     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3836-14 | 11/24/14 |
| HIGH ST                   | 524     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3835-14 | 11/24/14 |
| MADRONE RDG               | 350     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3797-14 | 11/3/14  |
| OLD #9 HWY                | 241     |                        | Other                     | Changed 911 address sign as resident requested.                              | RD-3838-14 | 11/25/14 |
| WANGER CREEK RD           |         | @ 1.2 miles.           | Brush Removal             | Remove brush as needed at Flood Control Dam #2.                              | RD-3862-14 | 11/12/14 |
| WANGER CREEK RD           |         | @ 1.2 miles.           | Brush Removal             | Remove brush as needed at Flood Control Dam #2.                              | RD-3863-14 | 11/17/14 |
| RIVER OAKS RD             | 518     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3839-14 | 11/20/14 |
| RIVER OAKS RD             | 518     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3831-14 | 11/20/14 |
| H 27                      |         | Comfort Township       | Barricades                | Fabricate detour signs for parade route.                                     | RD-3972-14 | 11/19/14 |
| H 27                      |         | Comfort Township       | Barricades                | Meeting with SO to plan parade route.  | RD-3973-14 | 11/19/14 |
| H 27                      |         | Comfort Township       | Barricades                | Loaded and secured barricades for parade route.                              | RD-3970-14 | 11/25/14 |
| H 27                      |         | Comfort Township       | Barricades                | Fabricate detour signs for parade route.                                     | RD-3971-14 | 11/25/14 |
| H 27                      |         | Comfort Township       | Barricades                | Distribute barricades for parade route                                       | RD-3968-14 | 11/26/14 |
| H 27                      |         | Comfort Township       | Barricades                | Load & distribute barricades to firehouse for command center.                | RD-3969-14 | 11/26/14 |
| PANISH PASS RD            | 136     |                        | Fabricate                 | Fabricated new 911 address sign.   | RD-3805-14 | 11/14/14 |
| WARING RD                 | 3       | Waring VFD             | Demolition                | Jackhammered sidewalk on backside of firehouse.                              | RD-3879-14 | 11/3/14  |
| WARING RD                 | 3       | Waring VFD             | Excavation                | Dig test holes for fill material.  | RD-3881-14 | 11/3/14  |
| WARING RD                 | 3       | Waring VFD             | Demolition                | Jackhammered sidewalk on backside of firehouse.                              | RD-3882-14 | 11/4/14  |
| WARING RD                 | 3       | Tank behind Sweeney's. | Excavation                | Removed material from tank for WVFD pad.                                     | RD-3883-14 | 11/10/14 |
| WARING RD                 | 3       | WVFD                   | Pad Work                  | Put in fill for WVFD pad.  | RD-3884-14 | 11/12/14 |
| WARING RD                 | 3       | WVFD                   | Pad Work                  | Put in fill for WVFD pad.  | RD-3885-14 | 11/13/14 |
| WARING RD                 | 3       | WVFD                   | Pad Work                  | Put in fill for WVFD pad.  | RD-3886-14 | 11/14/14 |
| WARING RD                 | 3       | WVFD                   | Pad Work                  | Put in base for WVFD pad.  | RD-3887-14 | 11/19/14 |
| WARING RD                 | 3       | Waring VFD             | Moved Equipment           | Hauled Unit #70 to R&B.  | RD-3880-14 | 11/20/14 |
| MBER DR                   |         | @ FM 473.              | Place or Remove Temp Sign | Placed temporary Detour Left Arrow & Right Arrow signs as requested by WCID. | SI-2276-14 | 11/18/14 |
| MBER DR                   |         | @ Faltin St.           | Place or Remove Temp Sign | Placed temporary Detour Left Arrow & Right Arrow signs as requested by WCID. | SI-2277-14 | 11/18/14 |
| MBER DR                   |         | @ 0.01 miles.          | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.           | SI-2339-14 | 11/18/14 |
| MBER DR                   |         | @ 0.1 miles.           | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.           | SI-2340-14 | 11/18/14 |
| MBER DR                   |         | @ 0.01 miles.          | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.          | SI-2352-14 | 11/20/14 |
| MBER DR                   |         | @ 0.1 miles.           | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.          | SI-2353-14 | 11/20/14 |
| MBER DR                   |         | @ Faltin St.           | Place or Remove Temp Sign | Removed temporary Detour Left & Right Arrow signs as requested by WCID.      | SI-2287-14 | 11/20/14 |
| MBER DR                   |         | @ West St.             | Place or Remove Temp Sign | Removed temporary Detour Directional sign as requested by WCID.              | SI-2288-14 | 11/20/14 |

| Route                     | Address | Location           | Activity                  | Details  | W.O. No    | Date     |
|---------------------------|---------|--------------------|---------------------------|--|------------|----------|
| <b>on Road and Bridge</b> |         |                    |                           |  |            |          |
| ALTIN ST                  |         | @ 0.01 miles.      | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.                             | SI-2344-14 | 11/18/14 |
| ALTIN ST                  |         | @ 0.22 miles.      | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.                             | SI-2341-14 | 11/18/14 |
| ALTIN ST                  |         | @ 0.1 miles.       | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.                             | SI-2342-14 | 11/18/14 |
| ALTIN ST                  |         | @ West St.         | Place or Remove Temp Sign | Placed temporary Detour Directional Arrow sign as requested by WCID.                           | SI-2278-14 | 11/18/14 |
| ALTIN ST                  |         | @ Fifth St.        | Place or Remove Temp Sign | Placed temporary Detour Right & Left Arrow signs as requested by WCID.                         | SI-2280-14 | 11/18/14 |
| ALTIN ST                  |         | @ 0.22 miles.      | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.                            | SI-2354-14 | 11/20/14 |
| ALTIN ST                  |         | @ 0.1 miles.       | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.                            | SI-2355-14 | 11/20/14 |
| ALTIN ST                  |         | @ 0.01 miles.      | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.                            | SI-2356-14 | 11/20/14 |
| ALTIN ST                  |         | @ Fifth St.        | Place or Remove Temp Sign | Removed temporary Detour Left & Right Arrow signs as requested by WCID.                        | SI-2289-14 | 11/20/14 |
| IFTH ST                   |         | @ 0.5 & 0.6 miles. | Traffic Assistance        | Place barricades & detour signs as requested for KCWID #1 project.                             | SI-2359-14 | 11/17/14 |
| IFTH ST                   |         | @ 0.66 miles.      | Place or Remove Temp Sign | Placed temporary Directional Detour signs as requested by KCWID #1.                            | SI-2345-14 | 11/18/14 |
| IFTH ST                   |         | @ 0.5 miles.       | Place or Remove Temp Sign | Placed temporary Road Closed, Directional Detour signs & barricades as requested by KCWID #1.  | SI-2334-14 | 11/18/14 |
| IFTH ST                   |         | @ 0.6 miles.       | Place or Remove Temp Sign | Placed temporary Road Closed sign & barricades as requested by KCWID #1.                       | SI-2335-14 | 11/18/14 |
| IFTH ST                   |         | @ Post Oak St.     | Place or Remove Temp Sign | Placed temporary Detour Left Arrow sign as requested by WCID.                                  | SI-2281-14 | 11/18/14 |
| IFTH ST                   |         | @ Front St.        | Place or Remove Temp Sign | Placed temporary Detour Left Arrow sign as requested by WCID.                                  | SI-2274-14 | 11/18/14 |
| IFTH ST                   |         | @ 0.5 miles.       | Place or Remove Temp Sign | Removed temporary Road Closed, Directional Detour signs & barricades as requested by KCWID #1. | SI-2347-14 | 11/20/14 |
| IFTH ST                   |         | @ 0.6 miles.       | Place or Remove Temp Sign | Removed temporary Road Closed sign & barricades as requested by KCWID #1.                      | SI-2348-14 | 11/20/14 |
| IFTH ST                   |         | @ 0.66 miles.      | Place or Remove Temp Sign | Removed temporary Directional Detour signs as requested by KCWID #1.                           | SI-2357-14 | 11/20/14 |
| IFTH ST                   |         | @ Post Oak St.     | Place or Remove Temp Sign | Removed temporary Detour Left Arrow sign as requested by WCID.                                 | SI-2290-14 | 11/20/14 |
| IFTH ST                   |         | @ Front St.        | Place or Remove Temp Sign | Removed temporary Detour Right Arrow & Road Closed signs & Barricades as requested by WCID.    | SI-2291-14 | 11/20/14 |
| IFTH ST                   |         | @ Front St.        | Place or Remove Temp Sign | Removed temporary Barricades as requested by WCID.   | SI-2292-14 | 11/20/14 |
| M 473                     |         | @ Front St.        | Place or Remove Temp Sign | Placed temporary Detour Left Arrow & Right Arrow signs as requested by WCID.                   | SI-2275-14 | 11/18/14 |
| M 473                     |         | @ Amber Dr.        | Place or Remove Temp Sign | Removed temporary Detour Left & Right Arrow signs as requested by WCID.                        | SI-2286-14 | 11/20/14 |
| M 473 W                   |         | @ 0.23 miles.      | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.                             | SI-2337-14 | 11/18/14 |

| Route                     | Address | Location       | Activity                  | Details  | W.O. No    | Date     |
|---------------------------|---------|----------------|---------------------------|--|------------|----------|
| <b>on Road and Bridge</b> |         |                |                           |  |            |          |
| FM 473 W                  |         | @ 0.08 miles.  | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.   | SI-2338-14 | 11/18/14 |
| FM 473 W                  |         | @ 0.23 miles.  | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.  | SI-2350-14 | 11/20/14 |
| FM 473 W                  |         | @ 0.08 miles.  | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.  | SI-2351-14 | 11/20/14 |
| FRONT ST                  |         | @ 0.4 miles.   | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.   | SI-2336-14 | 11/18/14 |
| FRONT ST                  |         | @ 0.4 miles.   | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.  | SI-2349-14 | 11/20/14 |
| POST OAK ST               |         | @ 0.01 miles.  | Place or Remove Temp Sign | Placed temporary Directional Detour sign as requested by KCWID #1.   | SI-2346-14 | 11/18/14 |
| POST OAK ST               |         | @ 0.01 miles.  | Place or Remove Temp Sign | Removed temporary Directional Detour sign as requested by KCWID #1.  | SI-2358-14 | 11/20/14 |
| <b>Signs</b>              |         |                |                           |  |            |          |
| BROADWAY                  |         | @ 0.02 miles.  | Parade Route Assistance   | Placed Parade Detour Ahead 1000 Feet with Dates & Times sign as requested for Christmas in Comfort Parade. | SI-2327-14 | 11/25/14 |
| BROADWAY                  |         | @ 0.3 miles.   | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2312-14 | 11/25/14 |
| BROADWAY                  |         | @ 0.2 miles.   | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2313-14 | 11/25/14 |
| DYPRESS CREEK RD          |         | @ 0.01 miles.  | Delineator Replace        | Replaced bent delineators.   | SI-2298-14 | 11/21/14 |
| EALTIN ST                 |         | @ 0.1 miles.   | Delineator Repair         | Repaired knocked over delineator.  | SI-2343-14 | 11/18/14 |
| EALTIN ST                 |         | @ West St.     | Delineator Repair         | Repaired knocked down delineators.   | SI-2279-14 | 11/18/14 |
| FM 473                    |         | @ 2.0 miles.   | Parade Route Assistance   | Placed Parade Detour Ahead 1000 Feet with Dates & Times sign as requested for Christmas in Comfort Parade. | SI-2330-14 | 11/25/14 |
| FM 473                    |         | @ 0.1 miles.   | Parade Route Assistance   | Placed Parade Detour Ahead 500 Feet sign as requested for Christmas in Comfort Parade.                     | SI-2331-14 | 11/25/14 |
| FM 473                    |         | @ 0.02 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2322-14 | 11/25/14 |
| FM 473                    |         | @ 0.15 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2323-14 | 11/25/14 |
| FRONT ST                  |         | @ 0.1 miles.   | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2318-14 | 11/25/14 |
| FRONT ST                  |         | @ 0.25 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2319-14 | 11/25/14 |
| FRONT ST                  |         | @ 0.35 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2320-14 | 11/25/14 |
| FRONT ST                  |         | @ 0.05 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2321-14 | 11/25/14 |
| H 10                      |         | @ 19.37 miles. | Parade Route Assistance   | Placed barrels for Sign Board as requested for Christmas in Comfort Parade.                                | SI-2326-14 | 11/25/14 |
| LOOP 1087                 |         | @ 0.15 miles.  | Repair Sign Support       | Repaired bent Speed Limit sign support.  | SI-2299-14 | 11/21/14 |
| SECOND ST                 |         | @ 0.01 miles.  | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2314-14 | 11/25/14 |
| SECOND ST                 |         | @ 0.1 miles.   | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2315-14 | 11/25/14 |

| Route           | Address | Location                | Activity                  | Details  | W.O. No    | Date     |
|-----------------|---------|-------------------------|---------------------------|--|------------|----------|
| <b>Signs</b>    |         |                         |                           |  |            |          |
| SECOND ST       |         | @ 0.2 miles.            | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2316-14 | 11/25/14 |
| SECOND ST       |         | @ 0.3 miles.            | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2317-14 | 11/25/14 |
| SH 27           |         | @ 0.45 miles.           | Parade Route Assistance   | Placed barrels for Sign Board as requested for Christmas in Comfort Parade.                                | SI-2324-14 | 11/25/14 |
| SH 27           |         |                         | Parade Route Assistance   | Placed Directional Detour signs as requested for Christmas in Comfort Parade.                              | SI-2311-14 | 11/25/14 |
| SH 27           |         | @ 0.01 miles.           | Parade Route Assistance   | Placed Parade Detour Ahead 500 Feet with Dates & Times sign as requested for Christmas in Comfort Parade.  | SI-2328-14 | 11/25/14 |
| SH 27           |         | @ 0.01 miles.           | Parade Route Assistance   | Placed Parade Detour Ahead 1000 Feet with Dates & Times sign as requested for Christmas in Comfort Parade. | SI-2329-14 | 11/25/14 |
| SKY LINE DR     |         | @ 0.03 miles.           | Install                   | Installed No Dumping Allowed sign as requested.  | SI-2266-14 | 11/12/14 |
| SKY LINE DR     |         | @ 2.65 miles.           | Install                   | Installed No Dumping Allowed sign as requested.  | SI-2267-14 | 11/12/14 |
| SKY LINE DR     |         | @ 2.65 miles.           | Replace Sign              | Replaced faded Speed Limit 35 sign due to bullet damage.   | SI-2268-14 | 11/12/14 |
| SPANISH PASS RD |         | @ 0.6 miles.            | Replace Sign              | Replaced faded Watch for Water on Road with Road May Flood sign & Dip sign & support as needed.            | SI-2300-14 | 11/21/14 |
| SPANISH PASS RD |         | From 0.65 to 0.6 miles. | Relocate                  | Relocated & replaced Barricade Marker #9 as needed.  | SI-2308-14 | 11/21/14 |
| SPANISH PASS RD |         | @ 2.5 miles.            | Repair Sign               | Repaired bent Crimestoppers sign.  | SI-2309-14 | 11/21/14 |
| SPANISH PASS RD |         | @ 0.74 miles.           | Replace Sign              | Replaced faded Watch for Water on Road sign with Road May Flood & Dip sign & support.                      | SI-2310-14 | 11/24/14 |
| SPANISH PASS RD |         | @ 0.7 miles.            | Relocate                  | Relocated & replaced Barricade Marker #9A as needed.   | SI-2301-14 | 11/24/14 |
| IS 87           |         | @ 0.50 miles.           | Parade Route Assistance   | Placed barrels for Sign Board as requested for Christmas in Comfort Parade.                                | SI-2325-14 | 11/25/14 |
| IS 87           |         | @ 0.4 miles.            | Parade Route Assistance   | Placed Parade Detour Ahead 500 Feet sign as requested for Christmas in Comfort Parade.                     | SI-2332-14 | 11/25/14 |
| IS 87           |         | @ 0.5 miles.            | Parade Route Assistance   | Placed Parade Detour Ahead 1000 Feet with Dates & Times sign as requested for Christmas in Comfort Parade. | SI-2333-14 | 11/25/14 |
| <b>Striping</b> |         |                         |                           |  |            |          |
| HIGH ST         |         | From 0.6 to 0.8 miles.  | Pavement Markings         | Lay out & supervise Contractor with downtown Comfort striping project.                                     | RD-3827-14 | 11/3/14  |
| HIGHTH ST       |         | @ 0.4 miles.            | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project.                                 | SI-2237-14 | 11/3/14  |
| HIGHTH ST       |         | @ 0.4 miles.            | Place or Remove Temp Sign | Removed temporary Public Notice sign due to postponement.  | SI-2240-14 | 11/4/14  |
| HIGHTH ST       |         | @ 0.4 miles.            | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project.                                 | SI-2251-14 | 11/7/14  |
| HIGHTH ST       |         | @ 0.4 miles.            | Place or Remove Temp Sign | Removed temporary Public Notice signs.   | SI-2270-14 | 11/12/14 |
| HIGH ST         |         | @ 0.78 miles.           | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project.                                 | SI-2235-14 | 11/3/14  |
| HIGH ST         |         | @ 0.55 miles.           | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project.                                 | SI-2236-14 | 11/3/14  |

| Route                | Address | Location             | Activity                  | Details  | W.O. No    | Date     |
|----------------------|---------|----------------------|---------------------------|--|------------|----------|
| Striping             |         |                      |                           |  |            |          |
| HIGH ST              |         | @ 0.55 & 0.78 miles. | Place or Remove Temp Sign | Removed temporary Public Notice sign due to postponement.                  | SI-2241-14 | 11/4/14  |
| HIGH ST              |         | @ 0.75 miles.        | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project. | SI-2249-14 | 11/7/14  |
| HIGH ST              |         | @ 0.5 miles.         | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project. | SI-2250-14 | 11/7/14  |
| HIGH ST              |         | @ 0.4 & 0.8 miles.   | Place or Remove Temp Sign | Removed temporary Public Notice signs.                                     | SI-2269-14 | 11/12/14 |
| SEVENTH ST           |         | @ 0.77 miles.        | Place or Remove Temp Sign | Placed temporary Public Notice sign for downtown Comfort striping project. | SI-2238-14 | 11/3/14  |
| SEVENTH ST           |         | @ 0.77 miles.        | Place or Remove Temp Sign | Removed temporary Public Notice sign due to postponement.                  | SI-2239-14 | 11/4/14  |
| SEVENTH ST           |         | @ 0.7 miles.         | Place or Remove Temp Sign | Removed temporary Public Notice signs.                                     | SI-2271-14 | 11/12/14 |
| Total WO's For Pct 4 |         | 139                  |                           |  |            |          |

| Route                         | Address | Location    | Activity | Details                         | W.O. No    | Date     |
|-------------------------------|---------|-------------|----------|---------------------------------|------------|----------|
| <b>Precinct COB</b>           |         |             |          |                                 |            |          |
| <b>on Road and Bridge</b>     |         |             |          |                                 |            |          |
| CHARGER BLVD                  | 202     | Brush Site. | Chipping | Grind City brush for 3.5 hours. | RD-3812-14 | 11/3/14  |
| CHARGER BLVD                  | 202     | Brush Site. | Chipping | Grind City brush for 2.5 hours. | RD-3813-14 | 11/10/14 |
| CHARGER BLVD                  | 202     | Brush Site. | Chipping | Grind City brush for 2.5 hours. | RD-3843-14 | 11/18/14 |
| CHARGER BLVD                  | 202     | Brush Site. | Chipping | Grind City brush for 3.5 hours. | RD-3844-14 | 11/24/14 |
| <b>Total WO's For Pct COB</b> |         | <b>4</b>    |          |                                 |            |          |

| <u>Route</u>             | <u>Address</u> | <u>Location</u> | <u>Activity</u> | <u>Details</u> | <u>W.O. No</u> | <u>Date</u> |
|--------------------------|----------------|-----------------|-----------------|----------------|----------------|-------------|
| <b>Total Work Orders</b> | <b>301</b>     |                 |                 |                |                |             |



## KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

**COURT DATE:** December 22, 2014

☒ Open Session    Executive Session

**SUBJECT:** Architect for EMS building expansion and/or modernization

**REQUESTED BY:** Darrel Lux, County Judge

**PHONE NO. /EXT.** 213

**TIME FOR PRESENTATION:** 5 min.

**WORDING OF AGENDA ITEM:**

Consideration and action concerning entering into a contract with LMD Architects, PLLC to provide architectural services to the County related to expansion and/or modernization of the EMS facility.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):**

It has been proposed that the EMS facility be expanded and modernized in order to better serve the citizens of Kendall County. The County complied with the Professional Services Procurement Act, Chapter 2254, Government Code and selected LMD Architects, PLLC to serve as the architect for the EMS project. Representatives of the County have met with Lorraine Dailey and negotiated a proposed contract which is being reviewed by the County Attorney.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 22 day of December in the year 2014  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Kendall County, Texas, by and through the Kendall County Commissioner Court  
201 E. San Antonio Street  
Suite 122  
Boerne, Texas 78006

and the Architect:  
(Name, legal status, address and other information)

LMD Architects, PLLC  
25661 US Hwy 281 N.  
San Antonio, Texas 78258

for the following Project:  
(Name, location and detailed description)

Alterations and additions to the Kendall County EMS Facility  
Boerne, Texas

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(895960654)

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| 13 | SCOPE OF THE AGREEMENT              |

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Alterations and Additions to the existing Kendall County EMS Facility. Project to include between 11,000 and 12,000 total square feet with layout and square footages similar to Exhibit A. (Project will be constructed at one time without phases shown on Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Not to exceed 7 months from date of notice to proceed provided to Architect

.2 Substantial Completion date:

Not to exceed 8 months from date of notice to proceed provided to Contractor

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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User Notes:

(895960654)

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000.00

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$1,000,000.00

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services                  | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 4.2 below or in an exhibit<br>attached to this document and<br>identified below) |
|--------------------------------------|--|--|
| § 4.1.1 Programming                  | Architect  | Included in basic services   |
| § 4.1.2 Multiple preliminary designs | Architect  | Included in basic services   |
| § 4.1.3 Measured drawings            | Architect  | As required for renovations and<br>additions to existing building –<br>included in basic services                            |
| § 4.1.4 Existing facilities surveys  | Architect  | Site survey with topo provided in<br>basic services  |

|                      |   |              |  |
|----------------------|---|--------------|--|
| § 4.1.5              | Site Evaluation and Planning  | Architect    | Included in basic services   |
| § 4.1.6              | Building Information Modeling   | Architect    | Included in basic services   |
|                      |   | Architect    | Grading, Paving, Storm Water Pollution Prevention Plans and Elec. And Water Utility plan Included in Basic Services. Detention, Gas and Sewer Plans if required will be provided as Additional Services billed in accordance with paragraph 11.4 |
| § 4.1.7              | Civil engineering   |              |  |
| § 4.1.8              | Landscape design  | Owner        |  |
| § 4.1.9              | Architectural Interior Design   | Architect    | Included in basic services   |
| § 4.1.10             | Value Analysis (B204™-2007)   | Not required |  |
|                      |   | Architect    | Included in basic services Architect will consult with local Contractors to obtain best estimate of probable cost during design  |
| § 4.1.11             | Detailed cost estimating  |              |  |
| § 4.1.12             | On-site Project Representation Architect on site observations up to 1 day per week included in basic services | Architect    | Included in basic services   |
| <i>(Row deleted)</i> |   |              |  |
| § 4.1.13             | Conformed construction documents  | Architect    | Included in basic services   |
| § 4.1.14             | As-Designed Record drawings   | Architect    | Included in basic services   |
|                      |   | Architect    | Included in basic services – Architect will review and forward Contractor As Builts to Owner   |
| § 4.1.15             | As-Constructed Record drawings  |              |  |
| § 4.1.16             | Post occupancy evaluation   | Architect    | Included in basic services   |
| § 4.1.17             | Facility Support Services (B210™-2007)  | Not required |  |
| § 4.1.18             | Tenant-related services   | Not required |  |
| § 4.1.19             | Coordination of Owner's consultants   | Architect    | Included in basic services   |
| § 4.1.20             | Telecommunications/data design  | Not required |  |
|                      |   | Architect    | Security Electronics systems included in basic services  |
| § 4.1.21             | Security Evaluation and Planning  |              |  |
| § 4.1.22             | Commissioning (B211™-2007)  | Not required |  |
| § 4.1.23             | Extensive environmentally responsible design  | Not required |  |
| § 4.1.24             | LEED® Certification (B214™-2012)  | Not required |  |
| § 4.1.25             | Fast-track design services  | Not required |  |
| § 4.1.26             | Historic Preservation (B205™-2007)  | Not required |  |
| § 4.1.27             | Furniture, Furnishings, and Equipment Design  | Architect    | Included in basic services   |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Additional Services to be provided by Architect are as described above

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Up to one (1) visits to the site per week by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. Specifications will require Contractor to reimburse Owner for fees associated with any additional visits required .
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion. Specifications will require Contractor to reimburse Owner for fees associated with any additional visits required .

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the



Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.



§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

12% of the cost of the work in accordance with Owners established budget. If after proposals are received the Owner elects to increase the budget for construction of the facility, Architects fee will be in accordance with the increased budget

The basic services fee includes all services Under Article 3 for the following:

Architectural services

Mechanical Engineering services

Electrical Engineering services

Plumbing Engineering services

Also included in the basic services fee are the following Additional Services

1. Programming in accordance with 4.1.1,
2. Multiple preliminary designs in accordance with 4.1.2
3. Measured drawings in accordance with 4.1.3
4. Existing facilities surveys in accordance with 4.1.4
5. Site Evaluation and Planning in accordance with 4.1.5
6. Building Information Modeling in accordance with 4.1.6
7. Civil Engineering Services in accordance with 4.1.7
- 8 Architectural Interior Design in accordance with 4.1.9
9. Detailed cost estimating in accordance with 4.1.11
10. On-site Project Representation up to 1 day per week included in basic services in accordance with 4.1.12
11. Conformed construction documents in accordance with 4.1.13
12. As-Designed Record drawings in accordance with 4.1.14
13. As-Constructed Record drawings in accordance with 4.1.15
14. Post occupancy evaluation in accordance with 4.1.16
15. Coordination of Owner's consultants in accordance with 4.1.19

Init.

16. Furniture, Furnishings, and Equipment Design in accordance with 4.1.27  
 Geotechnical Engineering  
 Texas Accessibility Standards Review and Inspection Fees  
 Architect will credit back to Owner the fees for the following services to be provided by the Owner:

1. Hazardous Materials Testing (not to exceed \$1,000.00)
2. Construction Materials Testing (not to exceed \$12,500.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

- |                         |             |
|-------------------------|-------------|
| a. Principal            | \$175.00/hr |
| b. Engineer             | \$125.00/hr |
| c. Project Architect    | \$125.00/hr |
| d. Project Manager      | \$90.00/hr  |
| e. Architectural Intern | \$75.00/hr  |
| f. Cad Drafting         | \$68.00/hr  |
| g. Administrative       | \$56.00/hr  |
- g. The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.2

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

- |                         |             |
|-------------------------|-------------|
| a. Principal            | \$175.00/hr |
| b. Engineer             | \$125.00/hr |
| c. Project Architect    | \$125.00/hr |
| d. Project Manager      | \$90.00/hr  |
| e. Architectural Intern | \$75.00/hr  |
| f. Cad Drafting         | \$68.00/hr  |
| g. Administrative       | \$56.00/hr  |
- h. The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.3

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | Ten         | percent ( | 10  | %) |
| Design Development Phase     | Fifteen     | percent ( | 15  | %) |
| Construction Documents Phase | Forty       | percent ( | 40  | %) |
| Bidding or Negotiation Phase | Five        | percent ( | 5   | %) |
| Construction Phase           | Thirty      | percent ( | 30  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona

fixed bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.7

| Employee or Category | Rate        |
|----------------------|-------------|
| Principal            | \$175.00/hr |
| Engineer             | \$125.00/hr |
| Project Architect    | \$125.00/hr |
| Project Manager      | \$75.00/hr  |
| Architectural Intern |             |
| Cad Drafting         | \$68.00/hr  |
| Administrative       | \$56.00/hr  |

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, if requested by and approved in advance by Owner will be paid based on County adopted rates;
- .2 ;
- .3 TAS fees included in basic services and construction related fees will be included in Contract for Construction. Any additional Fees paid for securing approval of authorities having jurisdiction over the Project will be billed as reimbursable expenses;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ;
- .7 , models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$250.00 per sheet and \$250.00 for the specifications.

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after

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the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 NOTICE: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942 (Telephone: 512-305-9000), has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a Vernon's Texas Civil Statutes
- 12.2 Warranty Period – The Architect will respond to warranty issues, when notified by Owner, during the one year following the date of substantial completion within the scope of Basic Services. The Architect, when requested by the Owner, will conduct an on-site warranty observation within 30 days prior to expiration of the warranty period and will provide to the Owner and the Contractor a list of deficient items and corrective action required.
- 12.3 To the maximum extent permitted by law, neither the Architect, the Architect's Consultants, nor their Agents or Employees shall be jointly, severally or individually liable to the Owner in excess of the compensation for architectural services to be paid pursuant to the Agreement or of Two Hundred Fifty Thousand Dollars (\$250,000.00), whichever is greater, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.
- 12.4 Morgan Spear will assist LMD in Quality Control and Quality Assurance of the documents.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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## Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:37:37 on 12/17/2014.

### PAGE 1

AGREEMENT made as of the 22 day of December in the year 2014

...

Kendall County, Texas, by and through the Kendall County Commissioner Court  
201 E. San Antonio Street  
Suite 122  
Boerne, Texas 78006

...

LMD Architects, PLLC  
25661 US Hwy 281 N.  
San Antonio, Texas 78258

...

Alterations and additions to the Kendall County EMS Facility  
Boerne, Texas

### PAGE 2

Alterations and Additions to the existing Kendall County EMS Facility. Project to include between 11,000 and 12,000 total square feet with layout and square footages similar to Exhibit A. (Project will be constructed at one time without phases shown on Exhibit A.

...

Not to exceed 7 months from date of notice to proceed provided to Architect

...

Not to exceed 8 months from date of notice to proceed provided to Contractor

### PAGE 3

\$1,000,000.00

...

\$1,000,000.00

...

\$1,000,000.00

...

\$1,000,000.00

PAGE 8

|          |   |              |  |
|----------|---|--------------|--|
| § 4.1.1  | Programming (B202™-2009)  | Architect    | Included in basic services   |
| § 4.1.2  | Multiple preliminary designs  | Architect    | Included in basic services   |
| § 4.1.3  | Measured drawings   | Architect    | As required for renovations and additions to existing building – included in basic services  |
| § 4.1.4  | Existing facilities surveys   | Architect    | Site survey with topo provided in basic services   |
| § 4.1.5  | Site Evaluation and Planning (B203™-2007)   | Architect    | Included in basic services   |
| § 4.1.6  | Building Information Modeling (B202™-2008)  | Architect    | Included in basic services   |
| § 4.1.7  | Civil engineering   | Architect    | Grading, Paving, Storm Water Pollution Prevention Plans and Elec. And Water Utility plan Included in Basic Services. Detention, Gas and Sewer Plans if required will be provided as Additional Services billed in accordance with paragraph 11.4 |
| § 4.1.8  | Landscape design  | Owner        |  |
| § 4.1.9  | Architectural Interior Design (B252™-2007)  | Architect    | Included in basic services   |
| § 4.1.10 | Value Analysis (B204™-2007)   | Not required |  |
| § 4.1.11 | Detailed cost estimating  | Architect    | Included in basic services Architect will consult with local Contractors to obtain best estimate of probable cost during design  |
| § 4.1.12 | On-site Project Representation Architect on site observations up to 1 day per week included in basic services | Architect    | Included in basic services   |
| § 4.1.12 | On-site Project Representation (B207™-2008)   |              |  |
| § 4.1.13 | Conformed construction documents  | Architect    | Included in basic services   |
| § 4.1.14 | As-Designed Record drawings   | Architect    | Included in basic services   |
| § 4.1.15 | As-Constructed Record drawings  | Architect    | Included in basic services – Architect will review and forward Contractor As Builts to Owner   |
| § 4.1.16 | Post occupancy evaluation   | Architect    | Included in basic services   |
| § 4.1.17 | Facility Support Services (B210™-2007)  | Not required |  |
| § 4.1.18 | Tenant-related services   | Not required |  |
| § 4.1.19 | Coordination of Owner's consultants   | Architect    | Included in basic services   |
| § 4.1.20 | Telecommunications/data design  | Not required |  |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007)   | Architect    | Security Electronics systems included in basic services  |
| § 4.1.22 | Commissioning (B211™-2007)  | Not required |  |
| § 4.1.23 | Extensive environmentally responsible design  | Not required |  |
| § 4.1.24 | LEED® Certification (B214™-2012)  | Not required |  |
| § 4.1.25 | Fast-track design services  | Not required |  |
| § 4.1.26 | Historic Preservation (B205™-2007)  | Not required |  |

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|  |           |                            |
|--|-----------|----------------------------|
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ - 2007) | Architect | Included in basic services |
|--|-----------|----------------------------|

PAGE 9

Additional Services to be provided by Architect are as described above

PAGE 10

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (—) Up to one (1) visits to the site per week by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. Specifications will require Contractor to reimburse Owner for fees associated with any additional visits required.
- .4 Two ( 2 ) inspections for any portion of the Work to determine final ~~completion~~ completion. Specifications will require Contractor to reimburse Owner for fees associated with any additional visits required.

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

☒ [ X ] Litigation in a court of competent jurisdiction

PAGE 16

12% of the cost of the work in accordance with Owners established budget. If after proposals are received the Owner elects to increase the budget for construction of the facility, Architects fee will be in accordance with the increased budget

The basic services fee includes all services Under Article 3 for the following:

Architectural services

Mechanical Engineering services

Electrical Engineering services

Plumbing Engineering services

Also included in the basic services fee are the following Additional Services

1. Programming in accordance with 4.1.1,
2. Multiple preliminary designs in accordance with 4.1.2
3. Measured drawings in accordance with 4.1.3
4. Existing facilities surveys in accordance with 4.1.4
5. Site Evaluation and Planning in accordance with 4.1.5
6. Building Information Modeling in accordance with 4.1.6
7. Civil Engineering Services in accordance with 4.1.7
- 8 Architectural Interior Design in accordance with 4.1.9
9. Detailed cost estimating in accordance with 4.1.11
10. On-site Project Representation up to 1 day per week included in basic services in accordance with 4.1.12
11. Conformed construction documents in accordance with 4.1.13
12. As-Designed Record drawings in accordance with 4.1.14
13. As-Constructed Record drawings in accordance with 4.1.15
14. Post occupancy evaluation in accordance with 4.1.16
15. Coordination of Owner's consultants in accordance with 4.1.19
16. Furniture, Furnishings, and Equipment Design in accordance with 4.1.27

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Geotechnical Engineering

Texas Accessibility Standards Review and Inspection Fees

Architect will credit back to Owner the fees for the following services to be provided by the Owner:

1. Hazardous Materials Testing (not to exceed \$1,000.00)
2. Construction Materials Testing (not to exceed \$12,500.00)

PAGE 17

|                         |             |
|-------------------------|-------------|
| a. Principal            | \$175.00/hr |
| b. Engineer             | \$125.00/hr |
| c. Project Architect    | \$125.00/hr |
| d. Project Manager      | \$90.00/hr  |
| e. Architectural Intern | \$75.00/hr  |
| f. Cad Drafting         | \$68.00/hr  |
| g. Administrative       | \$56.00/hr  |

g. The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.2

...

|                         |             |
|-------------------------|-------------|
| a. Principal            | \$175.00/hr |
| b. Engineer             | \$125.00/hr |
| c. Project Architect    | \$125.00/hr |
| d. Project Manager      | \$90.00/hr  |
| e. Architectural Intern | \$75.00/hr  |
| f. Cad Drafting         | \$68.00/hr  |
| g. Administrative       | \$56.00/hr  |

h. The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.3

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

...

|                              |         |           |    |    |
|------------------------------|---------|-----------|----|----|
| Schematic Design Phase       | Ten     | percent ( | 10 | %) |
| Design Development Phase     | Fifteen | percent ( | 15 | %) |
| Construction Documents Phase | Forty   | percent ( | 40 | %) |
| Bidding or Negotiation Phase | Five    | percent ( | 5  | %) |
| Construction Phase           | Thirty  | percent ( | 30 | %) |

PAGE 18

The Owner and Architect may agree in writing to a stipulated sum of compensation for Specific Additional Services which may be required during the course of the project in lieu of the hourly rates stated paragraphs 11.7

...

|                      |             |
|----------------------|-------------|
| Principal            | \$175.00/hr |
| Engineer             | \$125.00/hr |
| Project Architect    | \$125.00/hr |
| Project Manager      | \$75.00/hr  |
| Architectural Intern |             |

Cad Drafting  
Administrative

\$68.00/hr  
\$56.00/hr

...

- .1 Transportation and authorized out-of-town travel and subsistence, if requested by and approved in advance by Owner will be paid based on County adopted rates;
- .2 Long-distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;;
- .3 TAS fees included in basic services and construction related fees will be included in Contract for Construction. Any additional Fees paid for securing approval of authorities having jurisdiction over the Project; Project will be billed as reimbursable expenses;

...

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

...

\$250.00 per sheet and \$250.00 for the specifications.

...

§ 11.10.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

#### PAGE 19

12.1 NOTICE: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942 (Telephone: 512-305-9000), has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a Vernon's Texas Civil Statutes

12.2 Warranty Period – The Architect will respond to warranty issues, when notified by Owner, during the one year following the date of substantial completion within the scope of Basic Services. The Architect, when requested by the Owner, will conduct an on-site warranty observation within 30 days prior to expiration of the warranty period and will provide to the Owner and the Contractor a list of deficient items and corrective action required.

12.3 To the maximum extent permitted by law, neither the Architect, the Architect's Consultants, nor their Agents or Employees shall be jointly, severally or individually liable to the Owner in excess of the compensation for architectural services to be paid pursuant to the Agreement or of Two Hundred Fifty Thousand Dollars (\$250,000.00), whichever is greater, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

12.4 Morgan Spear will assist LMD in Quality Control and Quality Assurance of the documents.

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User Notes:

(895960654)

...  
2—AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Lorraine M. Dailey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:37:37 on 12/17/2014 under Order No. 1494974891\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Replacement Vehicle for Constable Precinct 4

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

#### WORDING OF AGENDA ITEM:

Consideration and action pertaining to a replacement vehicle for Constable Precinct 4.

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Hotel Occupancy Tax

REQUESTED BY: Richard Chapman Commissioner Pct 3

(Please print your name and title)

PHONE NUMBER/EXTENSION: 830-249-9343 x391

TIME NEEDED FOR PRESENTATION: 15 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and Action on establishing a Hotel Occupancy Tax in the  
unincorporated areas of Kendall County

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 12-22-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Tyler Technologies Incode System Update

REQUESTED BY: Richard Chapman, Commissioner Pct. 3

PHONE #/EXT: 391 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Update on the results of the Tyler Technologies visit to the Justice of the Peace offices and the GIS office.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 11-10-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Presentation of Law Enforcement Center Study

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 30 minutes

#### WORDING OF AGENDA ITEM:

Presentation of the Law Enforcement Center Study by Wiginton Hooker Jeffry, PC Architects.