



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/11/2016  
OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of Minutes for March 28, 2016.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meeting.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

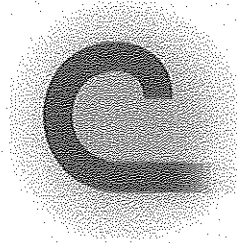


**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/11/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	Proclamation for Soil & Water Stewardship Week
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Hoyt Seidensticker, Kendall Soil & Water Conservation District Chairman Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 212
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on proclaiming April 24 to May 1, 2016 as Soil & Water Stewardship Week.
<b>REASON FOR AGENDA ITEM</b>	"Land Stewardship Produces a Healthy Texas"
<b>IS THERE DOCUMENTATION</b>	The proclamation
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

**Soil & Water Stewardship Week  
2016**

**P R O C L A M A T I O N**



**“Land Stewardship Produces a Healthy Texas”**

*Whereas* voluntary land stewardship is the keystone for preserving our soil, water, and other natural resources, and

*Whereas* the implementation of voluntary conservation practices by private landowners benefits all of Texas, and

*Whereas* these benefits include a healthy soil, water quantity and quality enhancements, and sustainable food, fiber, and timber, and

*Whereas* land stewardship is a success in Texas because of those that are willing and motivated to voluntarily implement the conservation practices that keep our natural resources healthy for today and the future, and

*Whereas* voluntary land stewardship calls for each person to help conserve these precious resources,

*Therefore*, I do hereby proclaim

**April 24 to May 1, 2016  
Soil & Water Stewardship Week**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
April 11, 2016  
Date



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 4/11/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Proclamation for Child Abuse Prevention
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kathleen Gleason, Kendall County Child Services Board Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 212
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on proclaiming the month of April as Child Abuse Prevention Month.
<b>REASON FOR AGENDA ITEM</b>	To bring awareness concerning child abuse.
<b>IS THERE DOCUMENTATION</b>	Yes, the proclamation
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

## Kendall County Child Services Board

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### *Proclamation: April is Child Abuse Prevention Month*

WHEREAS, In America, every 11 seconds a child is abused or neglected. The number of *Texas* children reported as confirmed victims of abuse or neglect reached a staggering high totaling 168, 164. A more staggering statistic is the fact that 156 Texas children lost their lives as a result of abuse and neglect. Currently, Parents continue to be the main perpetrators of Child abuse and neglect.

WHEREAS, In Kendall County, 70 children were confirmed cases of abuse and neglect in 2014, as cited by the Texas State Department of Protective & Regulatory Services, These numbers do not account for the victims who were abused by an acquaintance, family friend, neighbor, minister or coach. So many of these victims remain unreported; and

WHEREAS, Child abuse/ neglect are complex and ongoing problems in our society affecting great numbers of children. This unspeakable crime ranks second among the most common chronic diseases of childhood; and

WHEREAS, As a community, we must make every effort to promote prevention programs because effective child abuse prevention programs succeed because of collaborative partnerships among agencies, schools, religious organizations, law enforcement, district attorneys, counselors, victim advocates, agencies, and the business community; and

WHEREAS, In 2016, the Kendall County Child Services Board hopes to encourage everyone in the community to become increasingly aware about the importance of prevention and "Don't Walk Away". The Kendall County community is encouraged to Stand Up to Child Abuse and not walk away, It's up to each and everyone of us to stop the cycle of child abuse. The Kendall County Community needs to become part of the solution; and

WHEREAS, Any person who has "cause to believe" or suspicion that "abuse has occurred or **will** occur", must report according to Texas State Law; and

NOW, THEREFORE, I, Darrel L. Lux, **Honorable Kendall County Judge**, do hereby proclaim the month of April, 2016 to be recognized as *Child Abuse Prevention Month* in Kendall County. We, as a community must get involved in prevention efforts against this unspeakable crime before it even occurs. After all, it's up to us to protect our children.

Dated this the 11th day of April 2016

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Darrel L. Lux  
Kendall County Judge

*sponsored by the Kendall County Child Services Board*

*Statistics reported by the Texas Department of Family and Protective Services, Prevent Child Abuse Texas, TEX Protect,s, US Department of Justice, and Children's Defense Fund*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 4/11/2016  
OPEN SESSION

<b>SUBJECT</b>	Proclamation for Youth Alcohol Awareness Month
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, Sheriff Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	249-9721
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on proclaiming April 2016 as Youth Alcohol Awareness Month.
<b>REASON FOR AGENDA ITEM</b>	Public awareness of teen alcohol consumption and driving
<b>IS THERE DOCUMENTATION</b>	yes
<b>WHO WILL THIS AFFECT?</b>	Public
<b>ADDITIONAL INFORMATION</b>	None



## PROCLAMATION



As we all recognize—education, physical fitness, and community involvement are keys to ensuring that youth in Kendall County have the foundation to realize their full potential and lifelong success. Sadly, before our youth can reach their full potential, they are all too often exposed to the negative influences of alcohol and drug abuse.

Underage drinking poses a number of immediate and long-term threats to our future generations. Although youth are less likely than adults to drive after drinking, their risk of being involved in a crash when they do drink and drive is much higher. The increased risk begins at low levels of alcohol consumption and is probably due to the combination of alcohol and driver inexperience. Teen drivers with blood alcohol content levels between 0.05-0.08 are far more likely to be involved in a crash than sober teen drivers. On average, one quarter of drivers between the ages 16-19 who are killed in crashes, are legally intoxicated.

Texas leads the nation in alcohol-related crash deaths among 15 to 20 year olds. In 2013, almost half of the fatal car crashes among 15 to 20 year olds were alcohol-related. About 16% of high school students recently reported driving after drinking and 40% reported riding with an impaired driver in the past month. Males (20%) were more likely than females (12%) to have driven after drinking.

Knowing this the Kendall County Sheriff's Office has partnered with Comfort High School to conduct prevention programs such as "Shattered Dreams" and "Teens in the Driver Seat". Shattered Dreams is a two-day school-based program that promotes responsible decision-making among high school students regarding underage drinking and impaired driving by showing them how irresponsible choices can end all dreams. Teens in the Driver Seat program is a peer-to-peer safety program for young drivers. Its mission is to decrease the number of car crashes involving teens by increasing their knowledge of teen driving risks.

At this time, I urge all citizens of Kendall County to work together to ensure that time-honored traditions such as prom and graduation are safe and memorable for each and every one of them.

Now, therefore, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby proclaim April 2016 as Youth Alcohol Awareness Month.

Signed this 11th day of April 2016

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Darrel L. Lux  
Kendall County Judge



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 4/11/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2016 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of FY2016 Budget Adjustments and Emergency Declarations.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Department Heads requesting adjustments
<b>ADDITIONAL INFORMATION</b>	None



TO: KENDALL COUNTY COMMISSIONERS COURT  
FROM: CORINNA SPEER, KENDALL COUNTY AUDITOR  
DATE: APRIL 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ENGINEER'S BUDGET FOR CONTRACT SERVICES.

10-402-54861	CONTRACT SERVICES	+	13,000
10-402-51530	COMPENSATION PAYOUT	-	13,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY CLERK'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-403-54200	TELEPHONE	+	30
10-403-54620	LEASE - OFFICE EQUIPMENT	+	690
10-403-55530	OFFICE FURNITURE	-	720

A BUDGET ADJUSTMENT IS NEEDED IN THE VETERAN SERVICE BUDGET FOR MISCELLANEOUS EXPENSES.

10-405-53100	OFFICE SUPPLIES	+	500
10-405-54200	TELEPHONE	+	350
10-405-55510	DATA PROCESSING EQUIPMENT	+	2,000
10-405-52020	GROUP INSURANCE	-	2,850

A BUDGET ADJUSTMENT IS NEEDED IN THE EMERGENCY MANAGEMENT BUDDGET FOR POSTAGE.

10-406-53110	POSTAGE	+	10
10-406-53100	OFFICE SUPPLIES	-	10

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ATTORNEY'S BUDGET FOR BOND EXPENSES.

10-475-54800	BONDS	+	142
10-475-54020	LEGAL	-	142

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: CORINNA SPEER, KENDALL COUNTY AUDITOR

DATE: APRIL 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY AUDITOR'S BUDGET FOR CONFERENCE AND TRAINING EXPENSES.

10-495-54270	CONFERENCE/TRAINING	+	1,900
10-409-54010	ACCOUNTING/AUDITING	-	1,900

A BUDGET ADJUSTMENT IS NEEDED IN THE COURTHOUSE & RELATED BUILDINGS BUDGET FOR CELL PHONE EXPENSES.

10-510-54210	CELLULAR PHONES	+	2,000
10-510-53360	UNIFORMS	-	2,000

A BUDGET ADJUSTMENT IS NEEDED IN THE ROAD & BRIDGE BUDGET FOR OPERATING EXPENSES.

11-620-53330	OPERATING	+	3,000
11-620-53360	UNIFORMS	+	3,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY CLERK RECORDS MANAGEMENT FUND FOR OFFICE SUPPLY EXPENSES.

19-403-53100	OFFICE SUPPLIES	+	4,000
19-403-54310	IMAGING - NEW RECORDS	-	4,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY JUVENILE PROBATION BUDGET FOR FISCAL YEAR AUDIT EXPENSES.

35-570-54010	ACCOUNTING/AUDITING	+	100
35-570-53300	FUEL & OIL	-	100

TO: KENDALL COUNTY COMMISSIONERS COURT  
FROM: CORINNA SPEER, KENDALL COUNTY AUDITOR  
DATE: APRIL 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS REQUIRE EMERGENCY DECLARATIONS FOR BUDGETARY PURPOSES DUE TO FUNDS NEEDED IN EXCESS OF BUDGETED AMOUNT.

**GENERAL FUND**

**REVENUE:**

10-390-46750	FUND BALANCE TO BE EXPENDED	+	85,000
10-361-46060	INSURANCE PROCEEDS	+	48,188

**EXPENSES:**

10-512-56072	PRISONER HOUSING	+	85,000
10-545-54820	PROPERTY & LIABILITY INSURANCE	+	48,188

**COURT REPORTER SERVICE FUND**

**REVENUE:**

16-390-46750	FUND BALANCE TO BE EXPENDED	+	9,100
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**EXPENSES:**

16-430-53100	OFFICE SUPPLIES	+	2,000
16-430-54999	OTHER SERVICES & CHARGES	+	1,000
16-435-53100	OFFICE SUPPLIES	+	500
16-435-54999	OTHER SERVICES & CHARGES	+	1,700
16-435-55900	OTHER CAPITAL OUTLAY	+	3,900



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/11/2016  
OPEN SESSION**

<b>SUBJECT</b>	Accounts Payable Claims
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
<b>REASON FOR AGENDA ITEM</b>	To pay current accounts payable claims.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Departments that have AP claims
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/11/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/11/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	Vacate Plat Cordillera Ranch Unit 206A-3
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request to Vacate the Final Plat of Cordillera Ranch Unit 206A-3, Kendall County, Texas in accordance to paragraph 209.1600 Kendall County Development Rules and Regulations. (David A. Hill, CEO, Cordillera Ranch Development Corp.)
<b>REASON FOR AGENDA ITEM</b>	Vacate Final Plat of Cordillera Ranch Unit 206A-3
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None

**LEGEND**

- - - - - Original Patent Survey Line
- O.R.K.C.T. = Official Records of Kendall County, Texas
- P.R.K.C.T. = Plat Records of Kendall County, Texas
- FIP = Found 1/2" iron pin with red cap stamped "MW CUDE"
- SB = Setback line

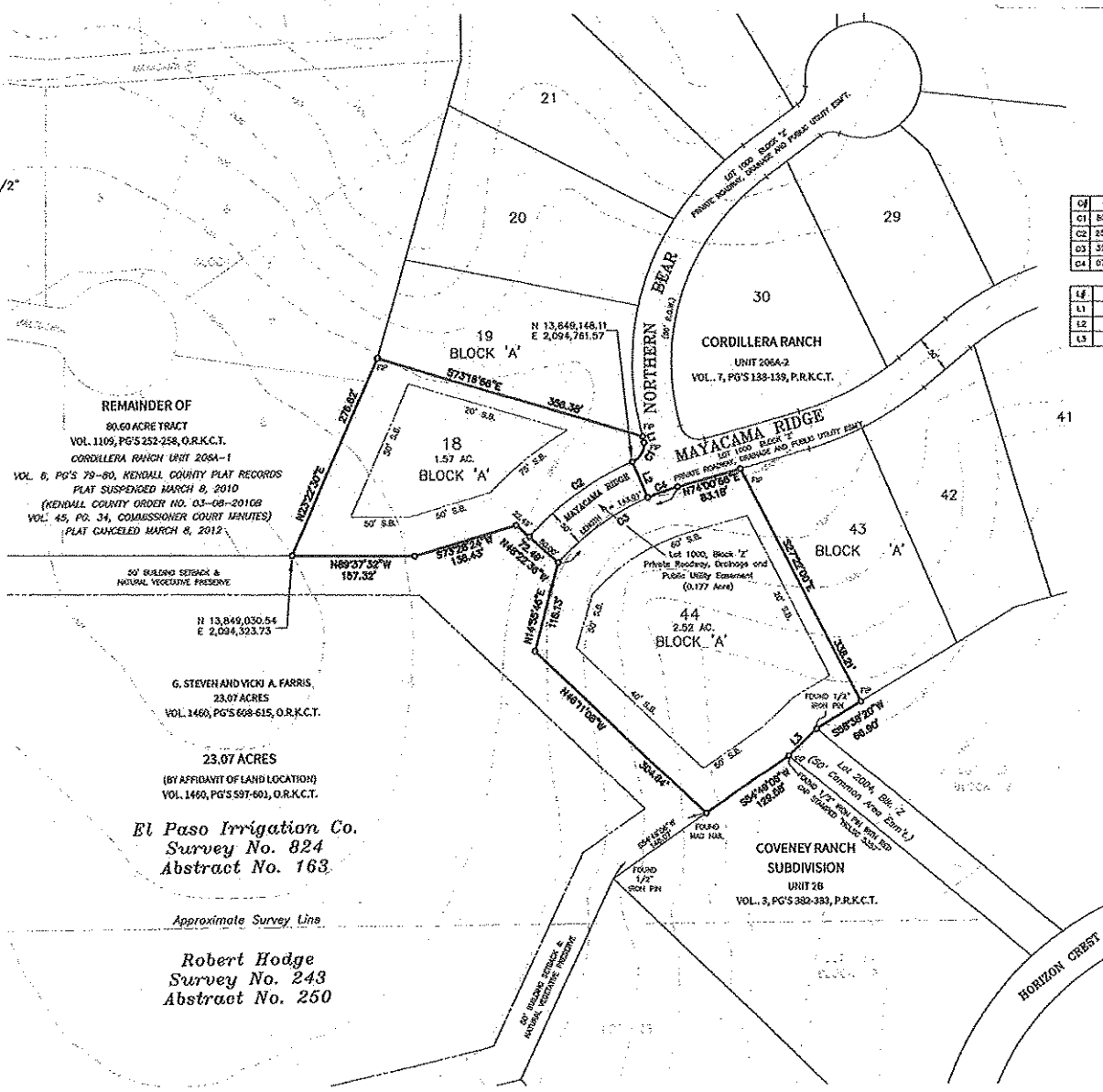


SCALE: 1"=100'

Note: All of Lot 18 and Lot 44 corners are set 1/2" iron pins with red cap stamped "MW CUDE" unless otherwise noted.

CH	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	82°49'04"	25.00'	22.09'	34.14'	S22°20'31"E	33.07'
C2	23°12'42"	315.00'	83.66'	165.01'	S56°13'43"W	163.69'
C3	32°23'32"	335.00'	84.40'	183.74'	N57°49'10"E	181.20'
C4	07°10'31"	335.00'	20.39'	40.73'	N07°25'31"E	40.70'

L#	BEARING	DISTANCE
L1	S15°59'04"E	3.14'
L2	S23°09'54"E	50.00'
L3	S42°11'35"W	50.31'



REMAINDER OF  
80.60 ACRE TRACT  
VOL. 1109, PG'S 252-258, O.R.K.C.T.  
CORDILLERA RANCH UNIT 206A-1  
VOL. 6, PG'S 79-80, KENDALL COUNTY PLAT RECORDS  
PLAT SUSPENDED MARCH 8, 2010  
(KENDALL COUNTY ORDER NO. 03-08-2010B  
VOL. 45, PG. 34, COMMISSIONER COURT MINUTES)  
PLAT CANCELED MARCH 8, 2012

G. STEVEN AND VICKI A. FARRIS  
23.07 ACRES  
VOL. 1460, PG'S 608-615, O.R.K.C.T.

23.07 ACRES  
(BY AFFIDAVIT OF LAND LOCATION)  
VOL. 1460, PG'S 597-601, O.R.K.C.T.

*El Paso Irrigation Co.*  
Survey No. 824  
Abstract No. 163.

Approximate Survey Line

*Robert Hodge*  
Survey No. 243  
Abstract No. 250

COVENEY RANCH  
SUBDIVISION  
UNIT 28  
VOL. 3, PG'S 382-383, P.R.K.C.T.

CORDILLERA RANCH  
UNIT 206A-2  
VOL. 7, PG'S 133-139, P.R.K.C.T.

CUDE ENGINEERS  
4122 POND HILL RD. • SUITE 101  
SAN ANTONIO, TEXAS 78231  
TEL 210.681.2951 • FAX 210.582.7112  
WWW.CUDEENGINEERS.COM  
TELEREGISTERED ENGINEERING  
FIRM #455



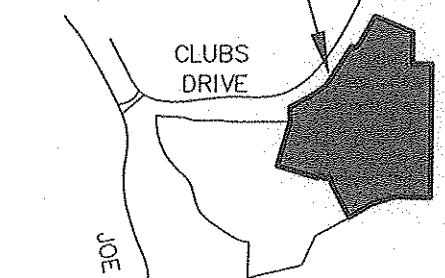
**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/11/2016  
OPEN SESSION**

<b>SUBJECT</b>	Plat Revision Cordillera Ranch Unit 206A-2
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a Plat Revision of Cordillera Ranch Unit 206A-2, Kendall County, Texas in accordance to section 209 Kendall County Development Rules and Regulations. The purpose of the plat revision is to revise Lot 43 (1.12 ac) into Lot 43A (2.08 ac) by altering the subdivision boundary at Lot 43. (Charles P. Hill, President, Cordillera Ranch Development Corp)
<b>REASON FOR AGENDA ITEM</b>	Plat revision Cordillera Ranch Unit 206A-2 to alter boundary at Lot 43
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None



PROJECT  
LOCATION  
UNIT 206A-2



CLUBS  
DRIVE

JOE KLAR RD.

COVENEY  
TRAIL

CORDILLERA TRACE  
LANTANA  
HOLLOW  
CORDILLERA  
RIDGE

BERGHEIM

S.H. 46

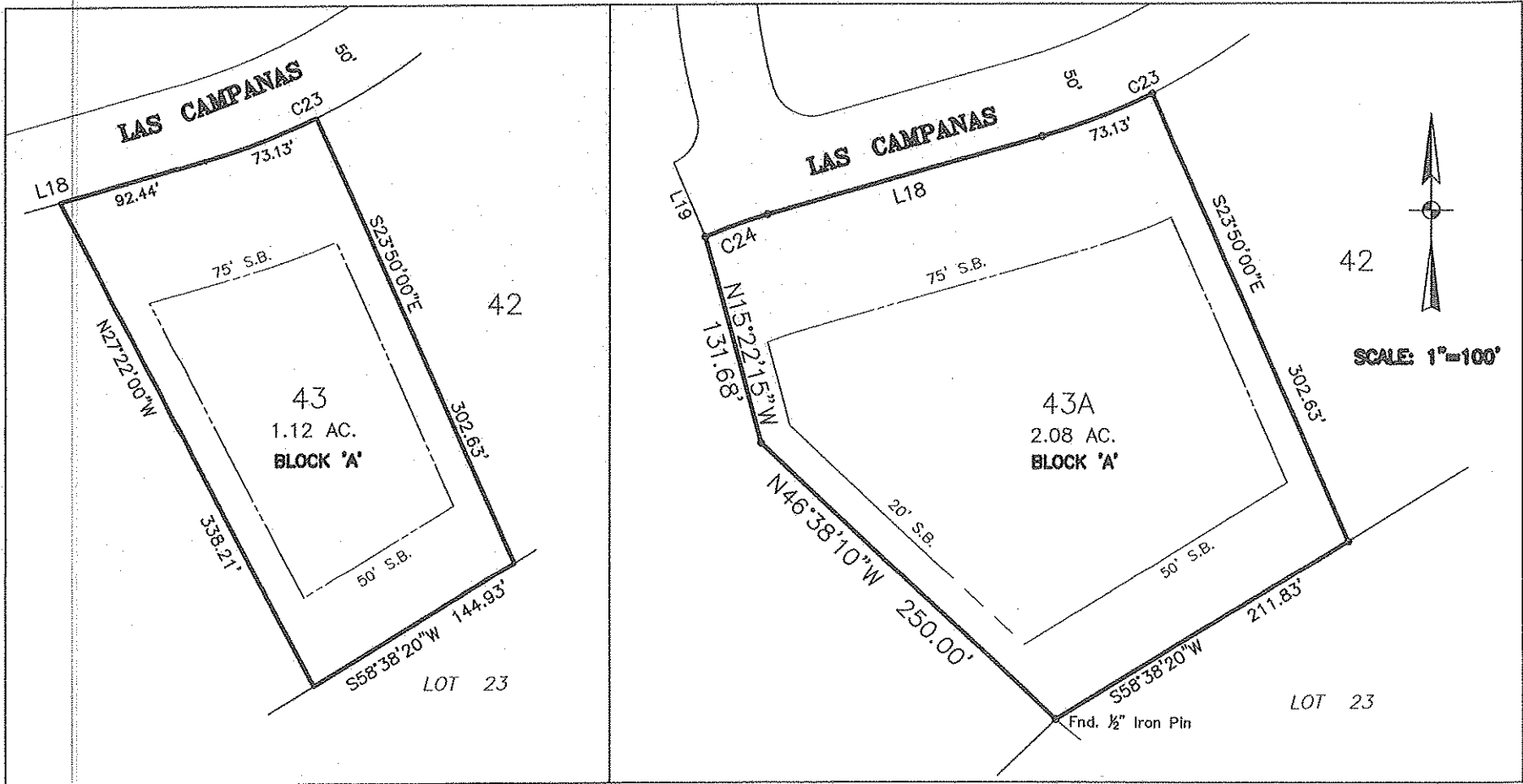
S.H. 46

TO BOERNE

OLD CURRY  
CREEK ROAD

F.M. 3351





AREA BEING REVISED

PLAT REVISION



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/11/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	HERFF ROAD PROJECT - INTERLOCAL AGREEMENT - CITY OF BOERNE
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Allee, County Attorney Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning interlocal agreement with the City of Boerne regarding the Herff Road Project.
<b>REASON FOR AGENDA ITEM</b>	A previous agreement expired.
<b>IS THERE DOCUMENTATION</b>	The proposed agreement
<b>WHO WILL THIS AFFECT?</b>	Sets out the duties and responsibilities of the two entities concerning the project.
<b>ADDITIONAL INFORMATION</b>	None

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	IMPROVEMENT AND EXTENSION
KENDALL COUNTY	§	OF HERFF ROAD

This City-County Interlocal Agreement ("Agreement") for the Improvement and Extension of Herff Road is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and KENDALL COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", (CITY and COUNTY collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

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

WHEREAS, Herff Road currently extends from Old San Antonio Road to State Highway 46 (within the corporate limits of CITY, State Highway 46 is named River Road), such existing Herff Road being located in the jurisdiction of COUNTY and in the Extra Territorial Jurisdiction of CITY; and

WHEREAS, engineers, consultants, study groups, and staff of CITY and COUNTY have determined that expansion and improvement of existing Herff Road and extension of such road from its present terminus at Old San Antonio Road to U. S. Highway 87 (within the corporate limits of CITY, U. S. Highway 87 is named Main Street) (hereinafter referred to as the "Herff Road Improvement and Extension Project" or "Project") will improve the flow of vehicular traffic within the jurisdiction of CITY and COUNTY, thereby benefiting the citizens of both Parties; and

WHEREAS, Herff Road, as it now exists, and as the improvement and extension of such road is proposed, is an integral part of the County road system; and

WHEREAS, the Commissioners Court of COUNTY has determined that the County will receive benefits as the result of the work on Herff Road, including the expansion and extension of Herff Road from Old San Antonio Road to Main Street within the corporate limits of CITY; and

WHEREAS, at a special election held on May 14, 2011, the voters of the County approved the issuance of up to \$10,000,000.00 in bonds for the purpose of constructing, designing, improving, extending, expanding, upgrading and/or developing County roads and/or State highways, including specifically, the "construction, expansion, and improvement of Herff Road within and beyond the corporate limits of the City of Boerne"; and

WHEREAS, the Parties agree that all legal prerequisites required by law, including the requirements set out in Section 251.012, Texas Transportation Code have been satisfied, thus allowing COUNTY to spend County funds, including bond proceeds, to finance the construction of the extension of Herff Road from Old San Antonio Road to Main Street in the City of Boerne; and

WHEREAS, through a joint committee composed of representatives of CITY and COUNTY and in accordance with applicable law, the engineering firm of KLOTZ ASSOCIATES, INC. (hereinafter "KLOTZ") was selected to perform professional engineering services in connection with the Project and COUNTY entered into an agreement with KLOTZ setting out the terms and conditions of the provision of such engineering services; and

WHEREAS, through a joint committee composed of representatives of CITY and COUNTY, an alignment and preliminary engineering design for the Project prepared by KLOTZ was selected (hereinafter the “approved Project alignment and design”); and

WHEREAS, through a 2008 Development Agreement for the development of certain property, known as Esperanza, between the City and MA Boerne Partners, LP, the CITY was entitled to receive funds for improvements to and extension of Herff Road and/or other thoroughfares provided certain criteria was met; and

WHEREAS, in 2013, the Lookout Boerne Holdings, LP, a Texas limited partnership and Lookout Development Group, L.P., a Texas limited partnership (“LOOKOUT”) acquired the property known as Esperanza agreeing to be bound by the terms and conditions of that certain 2008 Development Agreement; and

WHEREAS, the Project was divided into two phases, Phase I being reconstruction of the road from State Highway 46 to Old San Antonio Road and Phase II being extension of the road from Old San Antonio Road to U. S. Highway 87; and

WHEREAS, construction of Phase I has been substantially completed and construction of Phase II is on-going; and

WHEREAS, a prior agreement between the Parties concerning the same subject expired by its terms and the Parties desire to enter into another interlocal agreement setting out the authority, duties, responsibilities, rights, and obligations of the Parties and the manner and method of achieving the satisfactory and timely completion of the Project.

NOW THEREFORE, in order to carry out the intent of the Parties as approved by the voters and 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 authority, duties, responsibilities, rights, and obligations, and the manner and method of achieving the satisfactory and timely completion of the Herff Road Improvement and Extension Project, and the duties, responsibilities, rights and obligations of the Parties upon completion of the Project.

**ARTICLE II**  
**TERM**

The term of this Agreement shall be from the date of execution of this Agreement and continue until all of the duties, responsibilities, rights, and obligations of the Parties are completed, unless earlier terminated or extended by agreement of the Parties in accordance with applicable law.

ARTICLE III  
DUTIES AND RESPONSIBILITIES OF THE PARTIES

CITY and COUNTY agree that:

1. CITY through its City Council and COUNTY through its Commissioners Court shall continue to accomplish all remaining matters, if any, required by law in order for COUNTY to spend County funds, including bond proceeds, for the construction, expansion, and improvement of Herff Road within the corporate limits of CITY.
2. COUNTY shall continue to be responsible for employing engineers, consultants, contractors, and sub-contractors as necessary to satisfactorily and timely complete the Project in accordance with all applicable federal, state and local laws, orders, ordinances, and regulations.
3. COUNTY shall continue to be responsible for issuance of bonds as authorized by the voters and use of the bond proceeds in accordance with applicable law.
4. COUNTY shall continue to be responsible for the timely payment of the cost of the Project. These costs expressly include reimbursement to the CITY for any costs, "in kind" and otherwise, CITY incurs that are associated with the Project and requested by COUNTY. CITY shall have the authority to deduct such reimbursement due to CITY from the amounts received pursuant to Section 5 below, from LOOKOUT. CITY shall provide COUNTY with an invoice of any amounts retained, and deducted from the maximum amount of reimbursement outlined in Section 5 below, as reimbursement for costs incurred by CITY.
5. CITY shall continue to coordinate and process all filings for reimbursement in accordance with the 2008 Development Agreement between CITY and LOOKOUT not to exceed TWO MILLION THREE HUNDRED THOUSAND DOLLAR (\$2,300,000.00). If additional information for submission is requested by CITY or LOOKOUT, COUNTY will provide such information within a reasonable amount of time. CITY is only responsible for filing requests for reimbursement pursuant to the terms and conditions contained in the 2008 Development Agreement. The Parties understand that reimbursement is expressly conditioned on Project compliance with the requirements contained in the Development Agreement between LOOKOUT and the CITY. Reimbursement of the TWO MILLION THREE HUNDRED THOUSAND DOLLAR (\$2,300,000.00) amount, less any deductions per Section 4 above, received by CITY pursuant to this section will be forwarded by CITY to COUNTY within a reasonable amount of time.
6. Upon satisfactory completion of the Project and at a time agreed upon by the Parties, CITY will accept that portion of the roadway in Phase II of the Project and will thereby assume responsibility for all matters related to regulation of traffic, control of access, repairs and maintenance of that part of the roadway in Phase II of the Project. COUNTY will dedicate that portion of the roadway in Phase II of the Project to the CITY, including any and all easements and/or right of ways, and will assign to the CITY any warranties, bonds and other obligations whereby a third

party may be responsible for correction of defects, and/or maintenance and upkeep of the roadway, including associated bridges, sidewalks, traffic control devices, drainage piping and/or structures, and utilities, including conduits and piping.

7. Upon satisfactory completion of the Project and the opening of the road for traffic, COUNTY will continue to be responsible for all matters related to regulation of traffic, control of access, repairs and maintenance of that part of the roadway in Phase I of the Project until such time as CITY annexes the roadway in Phase I of the Project. Once the CITY annexes the roadway in Phase I of the Project, the CITY will assume responsibility for all matters related to regulation of traffic, control of access, repairs and maintenance of that part of the roadway in Phase I of the Project. COUNTY will dedicate that portion of the roadway in Phase I of the Project to the CITY, including any and all easements and/or right of ways, and will assign to the CITY any warranties, bonds and other obligations whereby a third party may be responsible for correction of defects, and/or maintenance and upkeep of the roadway, including associated bridges, sidewalks, traffic control devices, drainage piping and/or structures, and utilities, including conduits and piping.
8. CITY and COUNTY agreed on the design of the Project, including the provision that access to the road from driveways and other roads or streets will be limited. The Project has been designed and is being constructed with access limited to certain intersections and driveways in accordance with such agreement.

ARTICLE IV  
ADDITIONAL COSTS AND EXPENSES

Other than the reimbursements set out in Article III herein, the Parties agree and understand that each Party shall be responsible for all other costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE V  
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 VI  
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 VII  
AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding

unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

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

CITY

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

COUNTY

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

Approved by City Council of CITY on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Michael D. Schultz  
Mayor, City of Boerne

Attest: \_\_\_\_\_  
Lori Carroll  
City Secretary, City of Boerne



Approved by Commissioners Court of COUNTY on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Darrel L. Lux  
County Judge, Kendall County

Attest: \_\_\_\_\_  
Darlene Herrin  
County Clerk, Kendall County



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/11/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	CMAR AGREEMENT - LAW ENFORCEMENT CENTER
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Don Allee, County Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning agreement with the Construction Manager at Risk - Turner Construction Company - regarding the Law Enforcement Center.
<b>REASON FOR AGENDA ITEM</b>	An agreement is necessary to proceed with the project.
<b>IS THERE DOCUMENTATION</b>	The proposed agreement
<b>WHO WILL THIS AFFECT?</b>	Sets out the duties and responsibilities of the CMAR and County concerning the project.
<b>ADDITIONAL INFORMATION</b>	None