



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for August 28, 2017.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Investment Report 3rd Quarter FY 2017 (Apr, May, June)
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discuss and approve Investment Report for 3rd Quarter FY 2017 (Apr, May, June)
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court
IS THERE DOCUMENTATION	Yes, the report is located on the County website under departments, County Treasurer once approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County Investment Summary FY 2017

INTEREST ON INVESTMENTS

3rd Qtr Apr-Jun FY 2017

Total interest on Frost accounts	\$	3,158.89
Total interest on Logic Accounts	\$	109,906.06
Total interest on savings account	\$	149.60
Total interest on CD's	\$	2,613.70
TOTAL INTEREST	\$	115,828.25

TOTAL INVESTMENTS at QTR END

Total investments in Logic	\$	38,539,974.35
Total investment in Savings	\$	200,000.00
Total investment in CD's	\$	1,545,000.00
TOTAL INVESTMENTS	\$	40,284,974.35

Investment report examined and approved by the Auditor's office

Cortina Speer

Date:

8/30/17

Investment report prepared by the Treasurer

Meryl Dymally

Date:

9/6/17

FROST BANK INTEREST FY 2017

3rd Qtr Apr-Jun FY 2017	Apr. Int	May. Int.	Jun. Int	Total Qtr Int. Earned	
	0.01%	0.01%	0.01%		
Account Name					
General (10)	\$558.10	\$1,250.92	\$1,219.19	\$3,028.21	
Local (85)	\$4.20	\$5.59	\$6.47	\$16.26	
Federal (87)	\$1.30	\$7.17	\$15.78	\$24.25	
2007 Ltd Tax Ob Bond (62)	\$3.25	\$5.17	\$3.69	\$12.11	
2013 Unlim Tax Rd Bond (63)	\$0.30	\$0.37	\$0.21	\$0.88	
2014 Ltd Tax Ref Bond(64)	\$0.24	\$0.29	\$0.17	\$0.70	
2016 Ltd Tax Gen Ob Bond(65)	\$0.41	\$0.51	\$0.28	\$1.20	
Herff Road Project (71)	\$2.60	\$3.46	\$1.60	\$7.66	
LEC Project (72)	\$0.96	\$3.11	\$4.11	\$8.18	
Trust Account (90)	\$50.65	\$4.07	\$4.72	\$59.44	
Total	\$622.01	\$1,280.66	\$1,256.22	\$3,158.89	

Logic FY 2017

3rd Quarter FY 2017 April-June	Beginning Balance	Apr. Int. 1.0739%	May Int. 1.0761	June Int. 1.1333%	Deposits	Withdrawals	Ending Qtr. Balance
General	\$19,908,941.67	\$16,331.61	\$15,732.54	\$14,814.46		\$5,000,000.00	\$14,955,820.28
LEC Project	\$20,481,488.65	\$18,033.24	\$18,062.74	\$17,482.04		\$1,750,000.00	\$18,785,066.67
Tobacco Settlement	\$42,125.26	\$37.19	\$38.53	\$39.30			\$42,240.28
2007 Lim Tax Obl	\$289,215.60	\$255.27	\$264.57	\$275.33	\$10,000.00		\$300,010.77
2013 Unlim Tax Rd Bd	\$82,008.83	\$72.40	\$75.00	\$106.49	\$55,000.00		\$137,262.72
2014 Lim Tax Ref Bond	\$188,163.44	\$166.09	\$172.11	\$198.44	\$42,000.00		\$230,700.08
2016 LTD Tax Gen Obl	\$235,659.01	\$208.00	\$215.57	\$263.45	\$80,000.00		\$316,346.03
Trust Account	\$1,188,352.62	\$1,085.72	\$1,373.24	\$1,400.83	\$313,045.29		\$1,505,257.70
Cty Clk Rec Arc	\$161,278.47	\$142.33	\$147.54	\$150.49			\$161,718.83
Federal SO Fort	\$159,319.84	\$135.32	\$118.31	\$120.70		\$30,000.00	\$129,694.17
Courthouse Sec	\$35,660.13	\$31.49	\$32.62	\$33.26			\$35,757.50
Road & Bridge	\$700.96	\$0.60	\$0.62	\$786.21	\$1,443,000.00		\$1,444,488.39
Cty Clk Recs Mgmt	\$362,876.42	\$320.28	\$305.29	\$245.44		\$100,000.00	\$263,747.43
Juv Prob Title IV	\$80,639.15	\$71.20	\$73.75	\$75.25			\$80,859.35
Lateral Road & Bridge	\$150,592.95	\$132.91	\$137.77	\$140.52			\$151,004.15
TOTAL	\$43,367,023.00	\$37,023.65	\$36,750.20	\$36,132.21	\$1,943,045.29	6,880,000.00	\$38,539,974.35

SAVINGS MONEY MARKET ACCOUNT

INVESTMENTS FY 2017

3rd Qtr FY 2017 April-June	ACCT NUMBER	INTEREST RATE	BEG. BALANCE	Apr-Jun Int	Deposit	ENDING BALANCE	
Centennial	32535	0.30%	\$200,000.00	\$149.60		\$200,000.00	
*Savings interest sent to the County							

CD INVESTMENT LIST

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE
Bank of Sonora	51143	\$250,000.00	1/2/2018	Qtr	0.40%
Texas Regional	20521	\$250,000.00	1/4/2018	Qtr	0.45%
Texas Regional	20647	\$250,000.00	11/27/2018	Qtr	0.65%
Centennial Bank (HCSB)	46027	\$50,000.00	11/4/2018	Qtr	0.70%
Hondo	50946	\$250,000.00	9/5/2018	Qtr	0.80%
Randolph Brooks	143831	\$245,000.00	1/8/2018	Monthly	1.05%
Security Service	9080	\$250,000.00	1/19/2018	Monthly	0.90%

CD Interest FY 2017

3rd Qtr FY 2017 April- June					Total CD interest earned	
BANK NAME	ACCT NUMBER	April Int.	May Int.	June Int.		
Bank of Sonora	51143			\$ 249.32	\$ 249.32	
Texas Regional	20521			\$ 396.23	\$ 396.23	
Texas Regional	20647			\$ 175.68	\$ 175.68	
Centennial	46027		\$ 85.34		\$ 85.34	
Hondo	50946			\$ 498.63	\$ 498.63	
Randolph Brooks	143831	\$ 211.44	\$ 218.49	\$ 211.44	\$ 641.37	
Security Service	9080	\$ 191.10	\$ 184.93	\$ 191.10	\$ 567.13	
				Total Int	\$ 2,613.70	



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017
OPEN SESSION

SUBJECT	Miralomas Development Corporation Cashiers Checks Deposit
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on approving a Second Amended and Restated Cashiers Checks Deposit Agreement between Miralomas Development Corporation and Kendall County to serve as financial guarantee for the satisfactory completion of Street and Drainage improvements related to the approved plat of Lerin Hills Garden Homes Subdivision, Unit 1, Phase 1. The Amended agreement will expire December 31, 2017.
REASON FOR AGENDA ITEM	Miralomas Development Corporation Cashiers Checks Deposit
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None

STATE OF TEXAS

KENDALL COUNTY

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**SECOND AMENDED AND RESTATED
CASHIERS CHECKS DEPOSIT AGREEMENT**

This Amended and Restated Cashier's Checks Deposit Agreement (this "Agreement") is entered into between Miralomas Development Corporation, a Delaware corporation ("Miralomas"), and Kendall County (the "County"), a subdivision of the State of Texas.

WHEREAS, Steve Petuck, acting as President of LH Devco, Inc., executed that certain *Cashier's Checks Deposit Agreement* (herein after, the "Original Surety") with the County on June 30, 2014 related to the approved plat for *Lerin Hills Garden Homes Subdivision, Unit 1, Phase 1* (the "Subdivision") to serve as a financial guarantee pursuant to Section 205.1300, *Kendall County, Texas Development Rules and Regulations* for satisfactory and timely completion of the following:

- (1) Texas Department of Transportation approved work on State Highway 46 to provide access to the Subdivision (the "TxDOT Work");
- (2) Street improvements in the Subdivision (the "Street Improvements"); and
- (3) Drainage improvements in the Subdivision (the "Drainage Improvements"); and

WHEREAS, LH Devco, Inc., pursuant to the Original Surety, deposited cashier's checks with the County, in the following amounts:

- (1) Three hundred three thousand, three hundred twenty five and no/100 dollars
(\$303,325.00) as surety for the TxDOT Work; and
- (2) Nine hundred thirteen thousand, two hundred sixty three and no/100 dollars
(\$913,263.00) for the Street Improvements;
- (3) Two hundred sixty one thousand, fifty two and no/100 dollars
(\$261,052.00) for the Drainage Improvements; and

WHEREAS, the assets of LH Devco, Inc. including the Subdivision have been acquired by Miralomas as the designee of Putnam Bridge Funding III, LLC following that certain Order Confirming First Amended Joint Plan of Liquidation of MA Lerin Hills Holder, LP et al., United States Bankruptcy Court of the Western

District of Texas, San Antonio division (CASE NO. 15-51424), September 10, 2015; and

WHEREAS, Charles E. Cook, acting as Authorized Officer of Miralomas, executed that certain Amended and Restated Cashier's Checks Deposit Agreement (herein after, the "First Amended Surety Agreement") with the County on September 26, 2016 related to the approved plat for Lerin Hills Garden Homes Subdivision, Unit 1, Phase 1 (the "Subdivision") to serve as a financial guarantee pursuant to Section 205.1300, Kendall County, Texas Development Rules and Regulations.

WHEREAS, Miralomas has caused the completion of TxDOT Work and the County has authorized the release of \$303,325.00 being held by the County under the Original Surety to Miralomas, and Miralomas has received such payment from the County; and

WHEREAS, Miralomas is proceeding with final Street Improvements and Drainage Improvements on behalf of Miralomas, in accordance with their contract, and anticipate the completion of those requirements by October, 2017.

WHEREAS, Miralomas has requested an extension until December 31, 2017, of the deadline stated in the First Amended Surety Agreement to allow Miralomas to complete the Street Improvements and Drainage Improvements.

NOW THEREFORE, in recognition of the consideration provided herein, the County and Miralomas agree as follows:

1. This "Second Amended and Restated Cashier's Check Agreement" shall amend and restate in its entirety the Original Surety and Amended and Restated Cashier's Check Agreement upon execution by both parties.
2. The County Treasurer shall hold the following cashier check deposits in an interest bearing account, with any interest accruing to such funds to be retained in the account for the benefit of the County, until such time as the infrastructure improvements are completed by Miralomas in accordance with the amended final plat and revised construction drawings and specifications approved by the County or until such funds are forfeited to the County as set out herein:
 - a) Nine hundred thirteen thousand, two hundred sixty three and no/100 dollars
(\$913,263.00) for the Street Improvements;
 - b) Two hundred sixty-one thousand, fifty-two and no/100 dollars
(\$261,052.00) for the Drainage Improvements; and

3. Miralomas acknowledges and agrees that, in the event that the infrastructure improvements are not completed on or prior to December 31, 2017, in accordance with the amended final plat and revised construction drawings and specifications approved by the County, the applicable amount of the funds on deposit will be forfeited to the County to use to complete either the infrastructure improvements, as applicable.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, this ____ day of September, 2017 (the "Effective Date").

KENDALL COUNTY, TEXAS

Darrel L. Lux
County Judge

Attest: _____
Darlene Herrin
County Clerk

MIRALOMAS DEVELOPMENT CORPORATION

Charles E. Cook, Authorized Officer
Miralomas Development Corporation

State of Texas

Bexar County

This instrument was acknowledged before me on the ____ day of _____, 2017 by Charles E. Cook, Authorized Officer of Miralomas Development Corporation, a Delaware corporation, on behalf of said corporation.

Notary Public
State of Texas



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	HVAC System - Inspection and Maintenance Contract
DEPARTMENT & PERSON MAKING REQUEST	Daniel Vetter - Parks Department Manager
PHONE # OR EXTENSION #	830-249-9343 x509
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning an inspection and maintenance contract with Comfort - Air Engineering, Inc. for the HVAC sytem equipment at 716 FM 289. (Ring Mountain).
REASON FOR AGENDA ITEM	Approve a new service agreement with Comfort - Air for the inspective and preventative maintenance of its HVAC equipment at a park location.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	Service Maintence agreement with Comfort - Air Engineering, Inc. for the periodic inspection and preventative maintenance of the Ring Mountain HVAC units. The previous agreement expired 5/31/2017 and the proposed agreement represents a \$70 increase from the previous year's agreement. All other terms remain the same.

Proposed Agreement



A New Generation of Comfort

MAINTENANCE RENEWAL FOR:



Kendall County

Joshua Springs Park
716 FM 289
Comfort, Texas 78013

9/1/2017 thru 8/31/2018

Comfort-Air Engineering, Inc.
11403 Jones-Maltsberger
San Antonio, Texas 78216
www.comfort-air.com

TACLA000146C

Contact: Mark A. Damm (210) 494-1693 ext.124 / (210) 415-5127 mobile

A Freund Enterprise Company

We Propose To:

Provide our **COMFORT** maintenance agreement, on the equipment specified below, located at:
716 FM 289:

Equipment Schedule

<u>Make</u>	<u>Model #</u>	<u>Serial #</u>	<u>Location</u>	<u>Application</u>
Carrier-HP	25HPA660A003	0811E23365	Split System	5-Ton
Carrier-HP	25HPA660A003	0611E10884	Split System	5-Ton
Carrier-HP	25HPA660A003	1811E08057	Split System	5-Ton
Carrier-Fan Coil	FE4ANB006T00	0811A87389	Split System	"
Carrier-Fan Coil	FE4ANB006T00	0811A87458	Split System	"
Carrier-Fan Coil	FE4ANB006T00	1611A88263	Split System	"
Strip Heater	KFCEH3001F15	1411V84784	Split System	"
Strip Heater	KFCEH3001F15	1411V84790	Split System	"
Strip Heater	KFCEH3001F15	1411V84855	Split System	"
Thermostat	SYSTXCCUID01	1011W000353	Split System	"
Thermostat	SYSTXCCUID01	1011W000467	Split System	"
Thermostat	SYSTXCCUID01	1011W000470	Split System	"
Carrier-HP	25HCB660A300	1610E25344	Split System	5-Ton
Carrier-Fan Coil	FV4CNB006T00AAAA	3510A85165	Split System	"

- Perform our **COMFORT** maintenance inspections (2 total) (Spring & Fall) for one (1) calendar year from the date of the acceptance of this proposal
- We at Comfort-Air are strongly committed to the belief that routine maintenance reduces the number of service calls arising from equipment breakdown or failure. As a bonus to our **COMFORT** maintenance customers, the hourly service call rates are reduced from \$90.00/hr. to \$75.00/hr.
- Receive a **10 % discount** on all service parts used to repair your equipment
- Receive a **5 % discount** on all full equipment replacement
- Provide you with a completed copy of the service technician's report, indicating what repairs, if any, were necessary
- Perform detailed inspections on the equipment listed above to ensure the following:
 - ✓ Increasing the life expectancy of the aforementioned equipment
 - ✓ Reduce or eliminate excessive equipment "down time"
 - ✓ The enforcement of any and all existing manufacturer warranties
 - ✓ The elimination of any major repair expenses
- Provide emergency service as needed between inspections
- Educate and instruct personnel in the proper operation of equipment to ensure the highest operating efficiency
- Give all **COMFORT** customers **priority service** over regular, non-scheduled maintenance agreement customers
- Provide only trained and qualified technicians directly employed or supervised by Comfort-Air Engineering, Inc. to keep **Kendall County** equipment operating properly
- Provide a one (1) year parts and labor warranty for all service repairs performed in the execution of this contract
- Provide special service rates for any plumbing service work performed by



Maintenance Scope:

Perform maintenance as directed per manufacturers or owners directions for the specified equipment. They are as follows:

❖ Semi-Annual (Spring & Fall)

- ☐ Check operation pressures and temperatures for the refrigerant circuit(s)
- ☐ Inspect all return air filters
- ☐ Inspect the condenser coils; straighten accordingly, clean accordingly
- ☐ Inspect for any potential leaking piping connections (oil, water, and refrigerant)
- ☒ Inspect the compressor and condenser fan contactors for pitting or burnt connections
- ☐ Rotate condenser fans to ensure free movement and check motor bearings for wear and verify fan hardware is secure
- ☐ Verify all electrical connections are tight
- ☐ Inspect for any loose panels and screws
- ☐ Inspect supply and return fan motor bearings (grease if applicable)
- ☐ Inspect and address condensation flow; clear drain lines and ensure auxiliary drain pans are operational
- ☐ Check system controls operation; thermostat calibration and schedules
- ☐ Visually inspect insulation
- ☐ Visually inspect insulation
- ☐ Check all heating components
- ☐ Inspect heat exchanger or heating elements
- ☐ Inspect the control box, associated controls, wiring and connections
- ☐ Inspect positioning and effectiveness of expansion valve sensing bulbs (if applicable)

❖ Annually

- ☐ Check for proper oil levels
- ☐ Inspect circuit boards
- ☐ Inspect the compressor and condenser fan contactors for pitting or burnt connections
- ☐ Rotate condenser fans to ensure free movement and check motor bearings for wear and verify fan hardware is secure
- ☐ Check capacitor for proper uf levels
- ☐ Check draft motor for proper operation (gas heat only)
- ☐ Clean flame proving rod
- ☐ Check the heat rise
- ☐ Check for proper ignition
- ☐ Check vent pipe
- ☐ Check limits and sequencers
- ☐ Check all heating components
- ☐ Inspect heat exchanger or heating elements
- ☐ Inspect positioning and effectiveness of expansion valve sensing bulbs (if applicable)
- ☐ **Thoroughly wash condenser coils on all subject equipment**
- ☐ **Replace ALL belts serving equipment with the equipment schedule**
- ☐ **Provide a written report outlining findings and any recommendations**

You Agree To:

- Promptly notify us of any unusual operating conditions of specified equipment.
- Permit only Comfort-Air Engineering, Inc. personnel to work on the specified equipment.
- Provide reasonable access to the building and covered equipment. If required, the customer shall remove any material, fixtures or walls so adequate access can be gained to the equipment.
- Operate the equipment per the manufacture's and Comfort-Air Engineering, Inc. instructions.
- **Kendall County** agrees to make payment in advance for the services described.
- Provide Comfort-Air Engineering, Inc. with all applicable information on purchased items outside the listed schedule of equipment.
- All maintenance shall be performed during Comfort-Air Engineering, Inc.'s normal working hours.
- Provide Comfort-Air Engineering, Inc. with specific requirements necessary for the desired usage of the equipment on site.

COMFORT Exclusions:

- Equipment cabinets drain pans, ductwork, and water supply and drain lines beyond the subject equipment proper.
- Electrical service beyond the subject equipment disconnect switch with the exception of control wiring.
- Moving or relocating subject equipment.
- Work made necessary by the enforcement of governing codes, building or union regulations.
- Repairs needed due to vandalism or acts of God.
- Loss, damage, or injury caused by failure or delay arising from causes beyond the control of Comfort-Air Engineering, Inc.
- Any boiler teardown as instructed by the State of Texas for its inspection (*if applicable*)
- Any pre-existing repairs noted after Comfort-Air Engineering, Inc. initial inspection upon the acceptance of this proposal
- Comfort-Air Engineering, Inc. shall not be responsible for any identification, abatement, encapsulating or removal of any material containing asbestos. If asbestos in any form is detected during the course of work, Comfort-Air Engineering, Inc. can discontinue the work until the hazard has been eliminated, and shall receive an extension equal to the time of delay to complete the work. Comfort-Air Engineering, Inc. reserves the right to be compensated for any loss due to a delay caused by asbestos.

General:

Our normal service hours are available by calling our office at (210) 494-1691 between:

8:00 A.M. and 5:00 P.M., Monday through Friday

Comfort-Air Engineering, Inc. after hours and recognized holidays:

5:00 P.M.-8:00 A.M. Monday through Friday

Saturday and Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

New Year's Day

Our **COMFORT** inspections will begin at a mutually agreed upon time, and shall continue for one year.

This contract is subject to price revision and/or cancellation at each anniversary date.

During the fulfillment of this agreement, we shall take all reasonable precautions to avoid injury to persons and damage to property. We are not liable for any damages caused by obsolescence, acts of God, or any special, incidental, or consequential damages, resulting from the use of the equipment and specified herein during the life of this agreement. Additionally, we are not responsible for system design or performance in maintaining design conditions, except through failure of equipment covered herein.

Both parties may cancel this agreement by providing a 30-day written notification showing a **just cause** for cancellation. Any re-imbursements for funds paid prior to the cancellation date shall be reviewed between the parties involved with this contract.

It is understood that this proposal sets forth our entire agreement.

This proposal will become a contract solely between **Comfort-Air Engineering, Inc.** if accepted by **Kendall County** and approved in writing by our authorized representative, and any right, which you have, will be only against us. There are no other parties to this agreement.

Comfort-Air Engineering, Inc. will provide the necessary credit(s) to this agreement for any planned maintenance deemed excessive as specified in the scope of this contract.

Emergency Service:

Emergency service for after hour, weekend, and holiday service is available by following the procedures listed below:

- ❑ Call the office phone number (210) 494-1691
- ❑ Follow the instructions of the voice mail attendant by pressing the number one on the keypad
- ❑ Leave a detailed message stating the following:
 - The point of contact initiating the service call
 - The name of the service location
 - The address of the service location
 - Provide a contact number so that a return phone call can be achieved
 - The type of problems that are being experienced at the location
- ❑ The "on call" manager will provide a return phone call stating an estimate time of arrival.

A **premium charge** is incurred for emergency service work that is not performed during our normal business hours and on Comfort-Air Engineering, Inc. recognized holidays as detailed in the **General** section of this proposal.

Terms:

Semi-Annual

Comfort-Air Engineering, Inc. will perform its **COMFORT** inspections on the equipment **semi-annually** reflected in defined **Equipment Schedule** for **Kendall County** for **one calendar year**. These prices will be reviewed at expiration of each agreement, as stated in the above General section.

Payable as follows:

COMFORT Plan w/ Filter Replacements

- | | |
|--|-----------|
| <input type="checkbox"/> Prepaid Annually | \$ 950.00 |
| <input type="checkbox"/> Prepaid Quarterly | \$ 249.38 |
| <input type="checkbox"/> Prepaid Monthly | \$ 87.12 |

Check the box for desired plan and payment methods

Respectfully Submitted:



By: _____
Mark A. Damm
Account Manager
markd@freundenterprises.com

Acceptance:

Kendall County

By: _____

Title: _____

Date: _____

Standard Terms and Conditions for Freund Enterprises, Inc.

- 1) The acceptance of this proposal constitutes a contract binding between Freund Enterprises, Inc. hereinafter referred to as FEI, and the Purchaser, as listed on the proposal for Service and Materials, hereinafter referred to as the Purchaser, according to all of the terms and conditions set forth on the previous page(s) and contained hereinafter. FEI is only responsible for the scope of work listed in its proposal and the price quoted is based on standard installation and actually known conditions. FEI shall have the right to increase the price based on any conditions that are not actually known by FEI. If FEI's proposal is based on drawings and specifications, FEI shall only be responsible for complying with such drawings and specifications and not for complying with other restrictions, specifications or standards. If this proposal differs from any drawings or specifications, this proposal shall supersede and replace.
- 2) This contract is contingent upon acceptance by the management of FEI and the Purchaser providing FEI, upon request, a credit application which demonstrates, in FEI's sole discretion a satisfactory credit rating.
- 3) The Purchaser agrees that if it fails to make any payments to FEI as herein provided, for any cause, within seven (7) days from the time the payment is due, FEI may stop its work, without prejudice to any other remedies FEI may have. Further, Purchaser agrees to be responsible for all costs necessitated by Purchaser's failure to make payment including, but not limited to, the costs of demobilization, remobilization, lost profits and lost overhead recovery.
- 4) FEI shall not be held responsible for unclean conditions caused by Purchaser, other contractors or any subcontractors. If Purchaser determines that FEI has failed to properly clean the jobsite, Purchaser must deliver a written demand to FEI and provide five (5) business days for FEI to comply before taking any unilateral action.
- 5) The title to and right to possession of all materials delivered, whether stored, erected or in course of erection, shall remain the property of FEI until the same shall have been fully paid for. Should the Purchaser default in any of the terms or conditions of this Agreement or be adjudged bankrupt or make an assignment for the benefit of creditors or become insolvent, the whole of the unpaid purchase price hereunder shall immediately become due and payable and FEI may take any and all necessary steps to enforce and collect payment thereof and may at its option take necessary steps to remove the materials and equipment from the project.
- 6) For any material or equipment delivered to the job site, Purchaser shall, at its expense and risk, insure physical loss or damage.
- 7) The Purchaser hereby agrees to indemnify and save harmless, FEI from all liability, for any loss, damage, injury, death or other casualty to person or property caused or occasioned from the performance of said work, excepting however any loss or damage resulting from the gross negligence on the part of FEI. FEI shall not be liable for incidental or consequential damages. Further FEI shall only be held to the standard of ordinary care in performing all work.
- 8) No damages shall be assessed against FEI for delays or causes attributed to other contractors or subcontractors or arising outside the scope of this contract, or caused by strikes, accidents, or other delays, or for any reason beyond the control of FEI.
- 9) The Purchaser shall notify FEI in advance when the premises will be ready for the installation; shall at all times give free and unobstructed access to the place where the work is to be done; shall provide FEI with access to disposal facilities; and shall put and keep all areas in which work is being done in a condition satisfactory to FEI, so that the work to be done under this agreement can be started promptly and completed without delay.
- 10) The Purchaser agrees that any alteration, addition, or deviation which is made necessary once the work is commenced and which was unable to be determined before work is commenced or is beyond the scope of work provided by FEI, involving extra costs, extra work or extra time will become an extra charge over and above this contract, as shall all extras and modifications which may be issued or entered into subsequent to the execution of this contract. While FEI will attempt to provide a written change order for such work, Purchaser agrees to be responsible for such extra costs whenever Purchaser has become aware of the need for such expenditure.
- 11) The Purchaser shall be responsible for maintaining its or his own liability insurance and any other insurance as it deems necessary to protect itself from any contingencies. FEI shall maintain its own liability insurance and any other insurance for its own protection. The parties agree to waive any subrogation rights they or their insurance company may have against the other parties. It is agreed between the parties hereto that FEI is an independent contractor and is not in any way an agent of or an employee of the Purchaser.
- 12) All Invoiced amounts are due upon receipt of the invoice. Any monies not paid within 15 days of its due date shall bear interest at the rate of 1.5% per month on the balance, until paid.
- 13) The Purchaser expressly agrees that should it become necessary for FEI to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest due under this contract, the Purchaser shall pay, in addition to the principal and interest due, a reasonable attorney fee and further the Purchaser shall pay all costs of the legal action, including but not limited to, filing fees, depositions, service fees, payments for witnesses, and court costs.
- 14) The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this contract, that the forum, venue and jurisdiction in that particular action shall be Bexar County, Texas, except where a lien has been filed and, in that instance, venue and jurisdiction shall be the site of the work. The parties hereby waive the right to a jury and agree that all matters shall be determined by the judge.
- 15) This agreement and its enforcement shall be governed by the Law of the State of Texas.
- 16) All prices quoted in the proposal are based on current material prices and that FEI shall have the right to increase its proposal for any material cost increases after the date of the proposal.
- 17) Warranties/Limitations: All material, equipment and supplies shall be in accordance with the specifications contained in this proposal. FEI warrants that the materials supplied, other than equipment, are free from defects in material and workmanship for a period of twelve (12) months from the date of substantial completion of the work or operation of the system for beneficial use of the buyer, whichever occurs first. Upon receipt of payment in full for all work completed, FEI shall assign to the Purchaser all limited and unlimited warranties provided by the manufacturers of equipment used in the performance of the herein described work. Warranty work is performed during FEI's normal business hours, but can be performed after normal hours if Purchaser pays the difference between standard labor rate and overtime labor rate plus any additional labor burden cost. FEI makes no other warranties, express or implied, as to the fitness for particular purpose or warranty of merchantability. FEI assumes no liability for loss of revenue or any other consequential damages due to equipment, material or systems failure. Any FEI warranty shall become invalid if work is performed on aforementioned equipment and materials by anyone other than FEI employees. Leaks or blockages in condensation drains, normal wear and tear and damage caused by third parties are not covered by warranty.
- 18) Liability Disclaimer: Notwithstanding any provision to the contrary, in no event shall FEI be liable for any special, incidental, consequential (including without limitation lost revenue or profits), or punitive damages. FEI disclaims any liability for damages of any kind (whether direct or indirect) arising from mold, fungus, bacteria, microbial growth, or any other contaminants or airborne biological agents.
- 19) If Purchaser terminates this proposal agreement prior to or during installation, FEI has the right to bill Purchaser for re-stocking fees, permits and any/all expenses incurred.

Texas Department of Licensing and Regulation: PO Box 12157 : Austin, TX 78711 : (800) 803-9202 : License TACLA 146C

Regulated by the Texas State Board of Plumbing Examiners: PO Box 4200 : Austin, TX 78765 : (512) 936-5200 : License M-18351

Initials _____



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Hill Country Dispute Resolution Center Contract
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the contract with the Hill Country Dispute Resolution Center.
REASON FOR AGENDA ITEM	To agree to terms for alternative dispute resolution services in Kendall County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

STATE OF TEXAS

KENDALL COUNTY

HCDRC CONTRACT

WHEREAS, KENDALL COUNTY (hereinafter "COUNTY"), through its Commissioners Court, has the authority, under Chapter 152, Texas Civil Practice & Remedies Code, as amended, to contract for alternative dispute resolution services; and

WHEREAS, the Hill Country Dispute Resolution Center, hereinafter "HCDRC," a Texas non-profit corporation, has been formed for the purpose of and is engaged in providing alternative dispute resolution services; and

WHEREAS, COUNTY and HCDRC desire to continue an agreement to provide alternative dispute services to the citizens of Kendall County, hereinafter "citizens";

NOW THEREFORE; it is agreed between the COMMISSIONERS COURT of KENDALL COUNTY and HCDRC as follows:

1. Consideration. In consideration for the services set out herein to be provided to citizens by HCDRC, COUNTY shall (a) provide space at the courthouse and ancillary services suitable for mediation services, (b) pay over to HCDRC Alternative Dispute Resolution fees collected by the District Clerk and County Clerk of Kendall County as authorized by applicable law; such amounts to be paid to HCDRC quarterly beginning on the first working day of each quarter beginning on the first working day of January, 2018, and continuing to be paid on the first working day of April, 2018; July, 2018; and October, 2018.
2. Services. HCDRC will provide alternative dispute resolution services to citizens through the Kendall County Justices of the Peace courts, County Court, the 216th Judicial District, and any other courts located in Kendall County.
3. IRS classification. HCDRC is a tax-exempt non-profit 501(c)(3) corporation. Its IRS EIN is 364506319.
4. Financial and Performance reports. A copy of HCDRC's performance review for calendar year 2016 is attached as "Exhibit A" to this Contract. A copy of HCDRC's independent end-of-year financial report of all expenditures and income for the calendar year 2016 is attached as "Exhibit B".

5. Term. The Term of this agreement is one year beginning on October 1, 2017, and ending on September 30, 2018, unless earlier terminated by either party on thirty (30) days written notice. The date of the commencement of the term of said agreement may be modified by agreement of the parties.

6. Use of funds. The monies paid to HCDRC shall be expended solely for the provision of salaries to employees of HCDRC and operational expenses of HCDRC.

7. Books and records. All books and records of HCDRC shall be open for inspection during normal business hours to any member of the public, the Kendall County Auditor, and such persons or entities as may be given that authority, in writing, by the COUNTY, provided, however, that this clause shall in no way be construed to override the provisions of the Federal Privacy Act or other state or federal law or regulation concerning the disclosure of confidential or privacy matters.

8. Non-exclusion. This contract is not exclusive and COUNTY reserves the right to contract with additional parties for the provision of the aforementioned services to the courts and other Kendall County departments engaged in the providing of alternative dispute services to residents of Kendall County.

9. Effective date. This agreement is effective upon approval by Order of the COUNTY.

10. Non-discrimination. HCDRC agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination by HCDRC's employees or principals on the basis of race, sex, age, religion, color, handicap, disability, national origin, language, political affiliation, political belief or other non-merit factor. Any act of discrimination shall constitute a material breach of this contract.

11. Sexual harassment prohibited. HCDRC further agrees to adopt and maintain a policy that prohibits sexual harassment. Any act of sexual harassment by HCDRC'S employees or principals constitutes a material breach of this contract.

12. Applicable laws. HCDRC agrees to comply with any and all applicable laws, local, state, and federal, regarding work hours, safety, wages, social security benefits, discrimination and/or workers compensation. This clause places a duty to meet the requirements of such laws only if the law itself places such a duty on HCDRC. Any act in violation of any of those laws or ordinances shall constitute a material breach of this contract.

13. Default.

- a. In the event either party shall fail to keep, observe or perform any covenant, agreement, term or provision of this contract to be kept, observed or performed by such party, respectively, and such default shall continue for a period of ten (10) days after notice thereof by the non-defaulting party to the other, then in any such event the non-defaulting party shall be entitled to terminate this contract.
- b. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such a waiver nor exhaust the same, which shall be continuing. No notice to or demand on either party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of either party to any other or further action in any circumstances without notice or demand.

14. Successors and assigns. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns; provided that HCDRC may not assign this contract without COUNTY'S prior written consent.

15. Governing law. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This contract shall be enforceable in Kendall County, Texas and venue shall also lie in Kendall County, Texas.

16. Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail; if given by registered or certified mail, same shall be deemed to have been given and received when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the addresses set forth below. Any party hereto may at any time by giving ten (10) days written notice to the other party hereto designate any other address in substitution of the address given below to which such notice or communication shall be given.

17. Severability. If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

18. Relationship. The parties hereby agree that this contract is for the provision of the services described herein and hereby renounce the existence of any other relationship. In no event shall COUNTY have any obligation or liability whatsoever with respect to any debts, obligations or liabilities of HCDRC, and HCDRC shall have no authority to bind COUNTY to any contract, matter or obligation. No duties of COUNTY are delegated to HCDRC by this contract and any provision which is or may be held to be such a delegation shall be of no force or effort.

19. Modification and termination. This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and HCDRC, except as herein otherwise provided.

20. Total agreement. This contract is a total and complete integration of any and all undertakings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

KENDALL COUNTY

HCDRC

By: _____
Darrel L. Lux
Kendall County Judge

By: _____
Debbi McCurdy
President of the HCDRC Board

Date: _____

Date: _____

NOTICES

COUNTY:

HCDRC:

Kendall County Commissioners Court
c/o Kendall County Judge
201 E. San Antonio #122
Boerne, Texas 78006

Ed Reaves
Executive Director, HCDRC
327 Earl Garrett, Suite 108
Kerrville, Texas 78028

**EXHIBIT A
TO HCDRC CONTRACT**

**Hill Country Dispute Resolution Center, Inc.
327 Earl Garrett, Suite 108, Kerrville, TX 78028
830-792-5000 Toll Free 888-292-1502**

**PERFORMANCE REPORT
CALENDAR YEAR 2016**

During the 2016 calendar year, the Hill Country Dispute Resolution Center (HCDRC) held a total of 187 mediations. 149 of those cases resulted in an agreement, which is a settlement rate of 80 %.

We mediated 16 cases involving Kendall County residents during 2016. Thirteen of those cases resulted in a settlement agreement, which is a settlement rate of 81%.

Our 2016 Kendall County mediations included four Divorce cases, and four Suit Affecting the Parent-Child Relationship cases, which is a category that includes paternity, child support and modification actions.

Other Kendall County cases mediated during 2016 included three Business case (eviction, easement and lemon law cases), three Child Protective Service cases, one Guardianship case, and one Home Owner Association case.

The HCDRC uses only trained mediators. Our mediators include attorneys, retired judges, and highly qualified individuals from a variety of other professions. Cases may be held at the request of the parties, or by court referral.

Texas county clerk's offices have estimated that the daily costs saved by successful mediation for each day of trial at between \$1,500 and \$10,000. By any measure, substantial savings were achieved by the successful mediation of the Kendall County cases settled during 2016. An added bonus is that the parties are more satisfied with agreements that they helped to make, and are less likely to come back to court later.

Successful mediation also helps to relieve overcrowding in our courts and can save the parties a great deal of anguish and expense.

The funding which the Kendall County Commissioners' Court provides is greatly appreciated.

Respectfully Submitted,


J. Edward Reaves, Jr.

Executive Director
August 23, 2017

Hill Country Dispute Resolution Center, Inc
Profit & Loss Prev Year Comparison
 January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change
Ordinary Income/Expense			
Income			
Contributions Income			
County Funding	49,692.86	42,314.35	7,378.51
Unrestricted	0.00	1,000.00	-1,000.00
Total Contributions Income	49,692.86	43,314.35	6,378.51
Interest Income			
Savings	0.35	0.24	0.11
Total Interest Income	0.35	0.24	0.11
Program Fees			
Mediation	78,440.00	82,385.00	-3,945.00
Total Program Fees	78,440.00	82,385.00	-3,945.00
Services			
Training Mediator	2,750.00	10,150.00	-7,400.00
Total Services	2,750.00	10,150.00	-7,400.00
Total Income	130,883.21	135,849.59	-4,966.38
Expense			
Advertising			
Website Upkeep	490.00	800.00	-310.00
Total Advertising	490.00	800.00	-310.00
Bank Service Charges	61.00	30.50	30.50
Copier Lease	1,855.53	1,912.44	-56.91
Depreciation Expense	0.00	185.00	-185.00
Dues and Subscriptions	1,061.00	1,271.37	-210.37
Education & Training	100.00	510.00	-410.00
Insurance			
Liability Insurance	1,885.30	1,664.21	221.09
Workmen's Compensation	619.36	675.00	-55.64
Total Insurance	2,504.66	2,339.21	165.45
Licenses and Permits	200.00	300.90	-100.90
Office Supplies	5,286.26	3,015.43	2,270.83
Payroll Expenses			
Salary	87,758.25	93,049.46	-5,291.21
Taxes Payroll			
FICA	5,440.99	5,769.04	-328.05
Medicare	1,272.48	1,349.20	-76.72
Total Taxes Payroll	6,713.47	7,118.24	-404.77
Total Payroll Expenses	94,471.72	100,167.70	-5,695.98
Postage and Delivery	48.96	141.87	-92.91
Printing and Reproduction	88.20	170.66	-82.46
Professional Fees			
Accounting	1,020.00	995.00	25.00
Total Professional Fees	1,020.00	995.00	25.00
Program Expense			

Hill Country Dispute Resolution Center, Inc
Profit & Loss Prev Year Comparison
 January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change
Facility Rental	202.50	202.50	0.00
Training Supplies	734.57	631.66	102.91
Total Program Expense	937.07	834.16	102.91
Rent	9,108.00	9,108.00	0.00
Repairs			
Building Repairs	0.00	249.00	-249.00
Computer Repairs	187.00	0.00	187.00
Total Repairs	187.00	249.00	-62.00
Telephone	2,803.69	3,134.45	-330.76
Travel & Mediation Meals			
Meals	6,071.43	7,909.63	-1,838.20
Travel	3,534.94	1,768.92	1,766.02
Total Travel & Mediation Meals	9,606.37	9,678.55	-72.18
Utilities	37.20	0.00	37.20
Volunteer Recognition	332.50	0.00	332.50
Total Expense	130,199.16	134,844.24	-4,645.08
Net Ordinary Income	684.05	1,005.35	-321.30
Net Income	684.05	1,005.35	-321.30

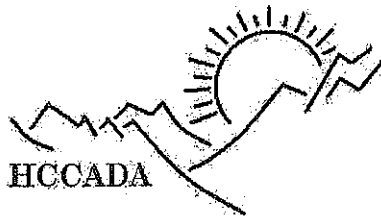


**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017

OPEN SESSION

SUBJECT	Hill Country Council on Alcohol and Drug Abuse - Memorandum of Understanding.
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Memorandum of Understanding with the Hill Country Council on Alcohol and Drug Abuse - Region 8.
REASON FOR AGENDA ITEM	The Hill Country Council on Alcohol and Drug Abuse is seeking a Memorandum of Understanding in an effort to facilitate and maximize services for persons with substance use and mental health issues.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



HILL COUNTRY COUNCIL ON ALCOHOL AND DRUG ABUSE, INC.

102 Business Dr. Kerrville, TX 78028

830-367-4667 Fax 830-367-4687

www.hccada.org

Hill Country Council on Alcohol and Drug Abuse-Region 8 Memorandum of Understanding (MOU)

Hill Country Council on Alcohol and Drug Abuse, Inc. (HCCADA) serves as a substance use provider. This memorandum of understanding (MOU) will serve as a collaborative agreement between **Hill Country Council on Alcohol and Drug Abuse** and **Kendall County** in an effort to facilitate and maximize services for persons with substance use issues by providing Adult Outpatient Treatment, Case Management, Recovery Support Services, Referrals and other substance abuse services.

Hill Country Council on Alcohol and Drug Abuse will provide the following services for the 27 counties located in Health and Human Services Region 8 to include: Atascosa, Bandera, Bexar, Calhoun, Comal, DeWitt, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson and Zavala.

HCCADA shall provide services for those on Waiting List and/or Interim Services. HCCADA shall report available capacity and waiting list information Monday through Friday through CMBHS specified by DSHS.

HCCADA shall immediately admit pregnant women, injecting drug users and individuals referred by Department of Family and Protective Services (DFPS) presenting for treatment.

If unable to provide immediate admission to these populations, HCCADA shall notify DSHS (specifically, the program services unit staff) so that assistance can be provided that ensure referral(s) to other appropriate services, referral to an alternate provider for immediate admission, or, at a minimum, proper coordination with Department of Family and Protective Services staff.



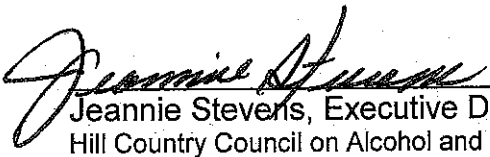
**HILL COUNTRY COUNCIL ON ALCOHOL
AND DRUG ABUSE, INC.**

102 Business Dr. Kerrville, TX 78028
830-367-4667 Fax 830-367-4687
www.hccada.org

Kendall County will provide the following services or resources for Kendall County:

Kendall County, on a nonexclusive basis, will consider use of services provided by HCCADA by referring adults in need of such services for: substance abuse screenings, 16-week adult outpatient treatment program, state mandated offender education programs, case management and follow-up services, and other support services.

This agreement is effective from September 1, 2017 until August 31, 2018. It shall be reviewed after September 1, 2017 to ensure that it is fulfilling its purpose and to make any necessary revisions.

 8-8-17
Jeannie Stevens, Executive Director Date
Hill Country Council on Alcohol and Drug Abuse, Inc.

Honorable Darrel L. Lux, County Judge Date
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Interlocal Agreement with City of Boerne regarding regulation of subdivision platting in the ETJ of the City of Boerne.
DEPARTMENT & PERSON MAKING REQUEST	General Counsel Don Allee Assistant Criminal District Attorney (Civil) Bill Ballard County Judge Darrel L. Lux
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning amended interlocal agreement with City of Boerne regulating subdivision platting in the extraterritorial jurisdiction of the City of Boerne located in Kendall County. Action may include approval of the amended agreement, certification that the agreement complies with Chapter 242, Texas Local Government Code, and appointment of a committee to meet with representatives of the City of Boerne to discuss additional changes to the agreement.
REASON FOR AGENDA ITEM	The interlocal agreement with the revisions requested by the County was approved by the City of Boerne. Additional changes were proposed by a citizen. Following a meeting between the General Counsel, ACDA - Civil and the City Attorney, revisions to the agreement were made. Court action is required to approve the agreement which will go into effect October 1, 2017. Chapter 242 requires that the City Council and Commissioners Court certify that the agreement is in compliance with Chapter 242.
IS THERE DOCUMENTATION	Yes, agreement as revised.
WHO WILL THIS AFFECT?	Owners and developers of property in the ETJ of the City of Boerne that is located in Kendall County.
ADDITIONAL INFORMATION	None

STATE OF TEXAS

KENDALL COUNTY

**AMENDED INTERLOCAL
AGREEMENT FOR
REGULATION OF SUBDIVISION
PLATS IN THE ETJ OF BOERNE**

This City-County Amended Interlocal Agreement ("Agreement") for regulation of subdivision plats in the Extraterritorial Jurisdiction of the City of Boerne 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," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

WITNESSETH

WHEREAS, CITY and COUNTY have adopted ordinances or orders, rules, regulations and procedures regulating subdivision plats as authorized under applicable state laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats in the extra-territorial jurisdiction ("ETJ") of CITY located within the county; and

WHEREAS, CITY and COUNTY previously entered into interlocal agreements concerning the subject matter in 2007; and

WHEREAS, pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the CITY and the COUNTY desire to enter into this Amended Interlocal Agreement establishing consolidated and consistent subdivision regulations for the CITY's ETJ, providing that the CITY will enforce the CITY's regulations pursuant to this Amended Interlocal Agreement in the ETJ with certain exceptions as set out herein

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of approving subdivision plats for real property located within the ETJ of CITY.

ARTICLE II
CHANGES TO ETJ AND CITY LIMITS

- 2.01. The ETJ of CITY may fluctuate from time-to-time during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within 30 calendar days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting subdivision platting for real property within the boundaries of COUNTY. A change in the area covered by this Agreement shall not affect any rights accrued under Chapter 245 of the Texas Local Government Code prior to the effective date of the change.
- 2.02. CITY agrees, as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will

annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

ARTICLE III

TERM

The initial term of this Agreement shall be from October 1, 2017 to September 30, 2018. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2018. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the then current term.

ARTICLE IV

CITY AUTHORITY TO REGULATE SUBDIVISION PLATS, COUNTY AUTHORITY TO REGULATE MANUFACTURED HOUSING, OSSF, FLOODPLAIN & CERTAIN PLAT REVISIONS

The parties agree that the CITY shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Texas Local Government Code, its adopted rules, regulations, ordinances and procedures and the COUNTY shall no longer exercise any of these functions, with the following exceptions.

- 4.01. *Manufactured Housing.* The Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to manufactured housing located in the ETJ.
- 4.02. *On-Site Sewage Facilities.* The parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to on-site sewage facilities ("OSSF") in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.
- 4.03. *Flood Plain Management.* The parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to flood plain management in the ETJ. The County will give notice of any flood change management changes to CITY within 30 calendar days of such change.
- 4.04. *Plat Revisions in Pre-existing Subdivisions.* The parties agree and understand that COUNTY shall have exclusive control over the enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in subdivisions in existence prior to the approval of the interlocal agreement between the parties dated July 11, 2007.

ARTICLE V

APPLICABLE PROCEDURES

- 5.01. CITY shall act as the general public's point-of-contact for information concerning subdivision platting requirements in the ETJ. Plat applications for subdivisions located in the ETJ shall be filed with CITY.
- 5.02. CITY shall collect platting application fees and any other applicable fees due to either COUNTY or CITY for subdivision plats located in the ETJ in a lump sum amount and forward to COUNTY the appropriate fees due to COUNTY; provided that COUNTY will

collect any fees due to COUNTY for on-site sewage facilities, manufactured housing, flood plain management, and plat revisions or amendments as described in Section 4.04 above.

- 5.03. Within ten business days of receipt, CITY will provide the Development Engineer of COUNTY with copies of all plats and any requests for variances from the City's Subdivision and Development Ordinance for subdivisions and developments located in the ETJ and allow ten business days for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and/or the City Council considers the plats and variance requests. However, this review and comment process shall not be construed as limiting the CITY's authority nor restoring or enhancing the COUNTY's authority to regulate subdivision plats within the ETJ.
- 5.04. CITY and COUNTY will consult through designated officers as designated in ARTICLE 10 herein concerning the location of streets, roads, width of right-of-way for streets or roads, the designation of streets or roads as secondary, primary collectors or major thoroughfares, the location, size and design of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.
- 5.05. Should fifty percent (50%) or greater of the total development acreage of a proposed subdivision be located in the CITY's ETJ, the CITY shall have exclusive authority to regulate the subdivision plat. If less than fifty percent (50%) of the total development acreage of a proposed subdivision is located in the CITY's ETJ, then the COUNTY shall have exclusive authority to regulate the subdivision plat.
- 5.06. Upon the final approval of subdivision plats located in the ETJ subject to regulation by CITY, CITY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.
- 5.07. Upon the final approval of subdivision plats, plat revisions and/or plat amendments located in the ETJ subject to regulation by COUNTY, COUNTY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

ARTICLE VI **COSTS AND EXPENSES**

The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE VII **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 VIII **LEGAL CONSTRUCTION**

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 IX
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 X
LIAISONS AND NOTICES

- 10.01. Unless written notification by COUNTY to the contrary is received by CITY, the Development Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.02. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning and Community Services shall be the designated representative of CITY responsible for management of this Agreement.
- 10.03. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.
- 10.04. 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: Laura Talley
Planning and Community Services Director

COUNTY

Kendall County
201 E. San Antonio Street
Boerne, Texas 78006
Attn: Mary Ellen Schulle
Development Engineer

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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS ____ DAY OF ____, 2017.

CITY OF BOERNE, TEXAS

KENDALL COUNTY

Ron C. Bowman
City Manager

Darrel L. Lux
County Judge

ATTEST:

Lori Carroll
City Secretary

Darlene Herrin
County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Traffic control regulations
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	(9:15 a.m.) Public hearing pursuant to Section 251.152, Transportation Code concerning proposed traffic regulations regarding the following: 1. Ranger Creek Road – lower the speed limit from 55 mph to 45 mph between Lake Boulevard and 0.3 miles west of Lake Boulevard; 2. North Creek Road – raise speed limit from 30 mph to 45 mph from north of the west bound access road to US Hwy 87; 3. Grape Creek Road – set speed limit of 35 mph and post signs from Gillespie County line to Old No. 9; and 4. Waring - post stop sign at Avenue E and N Front Street; and 5. Joe Klar Road - set speed limit of 35 mph and post signs for entire length of road.
REASON FOR AGENDA ITEM	Public Safety
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Citizens within Kendall County
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Traffic control regulations
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the following proposed traffic regulations: 1. Ranger Creek Road – lower the speed limit from 55 mph to 45 mph between Lake Boulevard and 0.3 miles west of Lake Boulevard; 2. North Creek Road – raise speed limit from 30 mph to 45 mph from north of the west bound access road to US Hwy 87; 3. Grape Creek Road – set speed limit of 35 mph and post signs from Gillespie County line to Old No. 9; and 4. Waring - post stop sign at Avenue E and N Front Street; and 5. Joe Klar Road - set speed limit of 35 mph and post signs for entire length of road.
REASON FOR AGENDA ITEM	Public Safety
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Citizens within Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/11/2017
OPEN SESSION

SUBJECT	Road Closure
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and Action to Approve Thru Traffic Road Closure on Lindner Avenue scheduled to begin September 18, 2017 and end November 20, 2017.
REASON FOR AGENDA ITEM	Road Closure necessary for the construction of the East Kerr County Center Point Waste Water System.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	The Public
ADDITIONAL INFORMATION	None



Kendall County Road and Bridge

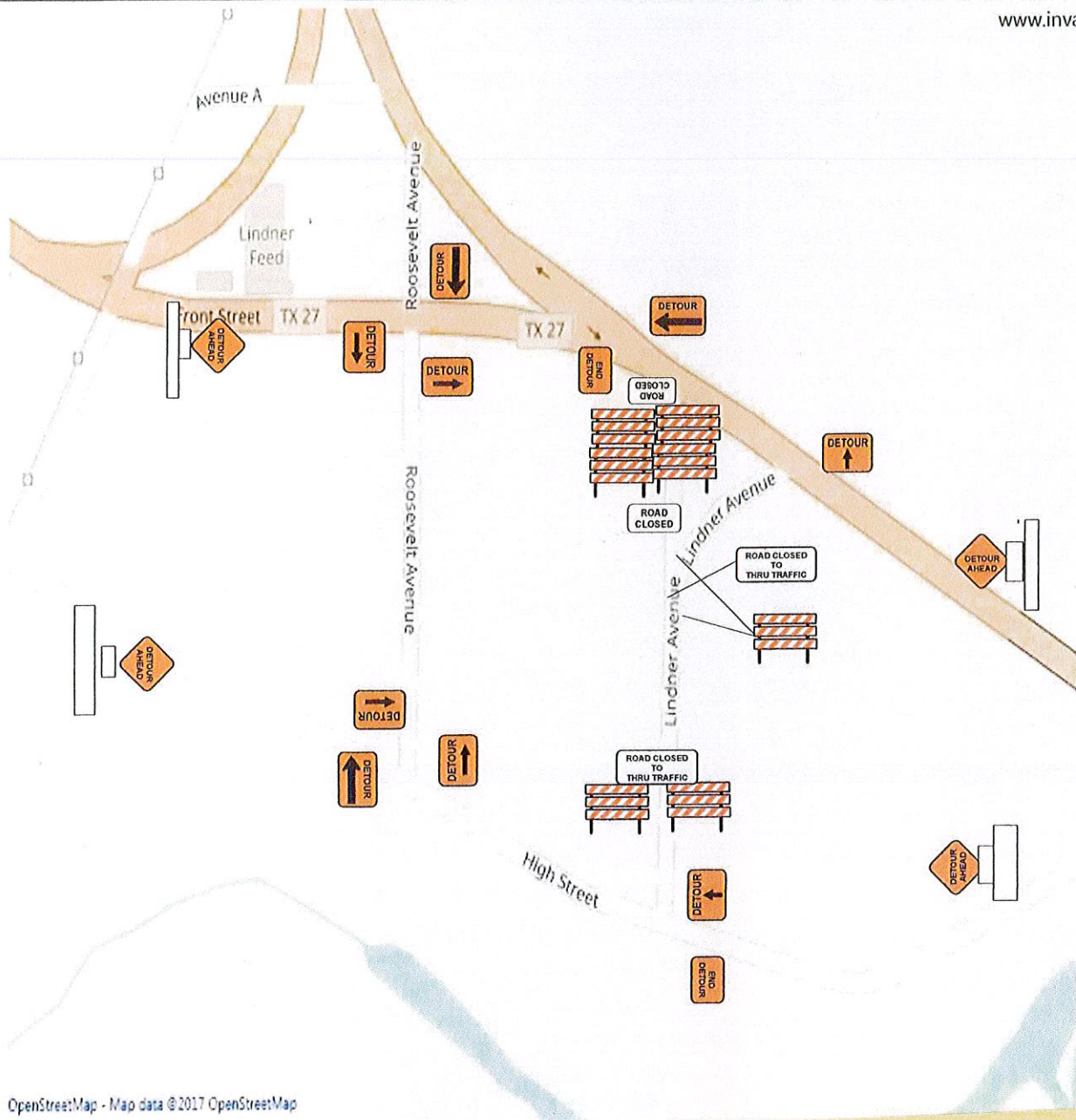
**3 Old Comfort Road
Comfort Texas 78013**

830-995-2995 Fax: 830-995-3152



The following TCP documentation submitted by Tetra Tech engineering.

The closure necessary for the construction of the East Kerrr County Center Point Waste water System PH-1 scheduled to begin 9-18-2017 and reopen 11-20-2017



OpenStreetMap - Map data ©2017 OpenStreetMap

30 X 24		M4-8A		R11-4
30 X 24		M4-9L		R11-2
30 X 24		M4-9S		TYPE III
30 X 24		M4-9R	12 x 6	TO M4-5
48 x 48		CW20-2D	36 x 18	LINDNER M4-7

Modified Lindner
Lane Closure.
(SHEET T1006)

TO INCLUDE
ADVANCED SIGNS FROM
SHEET T-1002

KERR COUNTY WASTEWATER TREATMENT PROJECT
LINDNER AVE. DETOUR

PESADO CONSTRUCTION CO.
7-25-17



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/11/2017 OPEN SESSION	
SUBJECT	Emergency response.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for trees down.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	Road and Bridge Department, payroll.
ADDITIONAL INFORMATION	None

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: August 2017**

Employee Name	Date	Total Call Out Hrs	Compensated Time
James Coleman	8/27/2017	2.0	2.0
James Coleman	8/28/2017	2.5	2.5
Jose Guerrero	8/27/2017	2.5	2.5
Jose Guerrero	8/28/2017	2.5	2.5
James Justice	8/27/2017	2.0	2.0
Chase Woerner	8/27/2017	2.5	2.5
Randall Yount	8/27/2017	2.5	2.5

The above listed employee(s) were called out to: Tree down on Kruetzburg Rd, Old No. 9 and Walnut Grove.

Emergency call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$439.36

Commissioners Court: 09/11/2017