



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<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 the Minutes for November 27 and 30, 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<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**

**COMMISSIONER COURT DATE: 12/11/2017**  
**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: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Accept Donations
<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>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
<b>REASON FOR AGENDA ITEM</b>	Accept donations
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	County Wide
<b>ADDITIONAL INFORMATION</b>	None

**Kendall County, Texas**  
**Donation List for Commissioners Court December 8, 2017**

*Pursuant to LGC 81.032, the commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 26, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.*

**Monetary Donations:**

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
11/15/17	\$ 10.00	John Hartman	Cash	Animal Shelter
11/18/17	\$ 5.00	William Tatum	Cash	Animal Shelter
11/20/17	\$ 15.00	Tom Edwards	Cash	Animal Shelter
11/20/17	\$ 2,500.00	GVTC Foundation	Cash	Blue Santa Event
11/25/17	\$ 250.00	Audrey Lease	Cash	Animal Shelter - Heartworm Treatment - Lincoln
11/27/17	\$ 42.64	Unity Church of Boerne	Cash	Animal Shelter
11/27/17	\$ 10.00	Lea Maltifano	Cash	Animal Shelter - Cat Room, Foot or Toys
11/27/17	\$ 25.00	Doug & Barbara Vogt	Cash	EMS Memorial
11/27/17	\$ 10.00	Bob and Kathy Kunz	Cash	EMS Memorial
11/27/17	\$ 100.00	Jason Bynum	Cash	General County Donation
11/27/17	\$ 1,000.00	Walmart Foundation	Cash	Blue Santa Event
11/29/17	\$ 20.00	David & Dorothy Burow	Cash	EMS Memorial
11/30/17	\$ 11.85	Mary Jelley	Gift Card - HEB	Animal Control - Kitty Litter

**Other Donations:**

<u>Date</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
11/20/17	Doris Patriarca	Toys	Blue Santa Event
11/20/17	Gene & Cindy Serene	Misc Children's Toys	Blue Santa Event
11/21/17	Albany Engineering	Cat Food, Dog Food, Litter, Bedding & Toys	Animal Shelter
11/21/17	Anonymous	Family Board Games	Blue Santa Event
11/27/17	Anonymous	Rug, Towel Food Scoop	Animal Shelter
11/27/17	Sandra Alvarez	Toys	Blue Santa Event
11/30/17	Mary Jelley	Non Clumping Kitty Litter	Animal Shelter
11/30/17	Kim Christian	Misc Children's Toys	Blue Santa Event
11/30/17	Earlene Pankratz	Misc Children's Toys	Blue Santa Event
11/30/17	Hill Country Montessori School	Large Amount of Misc Children's Toys	Blue Santa Event
12/01/17	Affordable & Reliable Bookkeeping	Large Amount of Misc Children's Toys/ 1 Bike	Blue Santa Event
12/04/17	Frances Gray	Misc Children's Toys	Blue Santa Event
12/04/17	Boerne Rotary Club	Large Amount of Wrapped Toys	Blue Santa Event



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Presentation of the CSCD Statement of Financial Position
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor Jody Lange, CSCD Director
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of the Community Supervision and Corrections Department Statement of Financial Position for the fiscal year ending August 31, 2017.
<b>REASON FOR AGENDA ITEM</b>	CSCD requirement
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	CSCD
<b>ADDITIONAL INFORMATION</b>	None

**STATEMENT OF FINANCIAL POSITION**  
**AUGUST 31, 2017**

**CSCD:**

**ASSETS**

CASH	<u>\$ 194,670.42</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>\$ 24,990.70</u>	
Due from CJAD	<u>\$ -</u>	
Other	<u>\$ 632.48</u>	
TOTAL ASSETS		<u>\$ 220,293.60</u>

**LIABILITIES**

ACCOUNTS PAYABLE		
Basic Supervision	<u>\$ 1,478.48</u>	
Community Corrections	<u>\$ 5,419.89</u>	
Diversion Programs	<u>                    </u>	
TAIP	<u>                    </u>	
TOTAL LIABILITIES		<u>\$ 6,898.37</u>

**FUND BALANCES**

Basic Supervision	<u>\$ 213,395.23</u>	
Community Corrections	<u>\$0.00</u>	
Diversion Programs	<u>                    </u>	
TAIP	<u>                    </u>	
TOTAL FUND BALANCES		<u>\$ 213,395.23</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 220,293.60</u>

  
CSCD Director/Grant Recipient (signature)

11-17-17  
DATE

  
Fiscal Officer (signature)

11/17/17  
DATE



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	EMS Building Project
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Precinct 4
<b>PHONE # OR EXTENSION #</b>	210-218-7670
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	EMS Building Project Status Report
<b>REASON FOR AGENDA ITEM</b>	EMS Building Project Status Report
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<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, 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: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Compensation and Classification Study
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-294-9343 ext 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning implementation of the Compensation and Classification Study accepted by Commissioners Court on November 27, 2017.
<b>REASON FOR AGENDA ITEM</b>	Implementation
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**

**OPEN SESSION**

<b>SUBJECT</b>	Amend Deposit Agreement between Miralomas Development Corporation and Kendall County
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - 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 approving a Third 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 March 31, 2018.
<b>REASON FOR AGENDA ITEM</b>	Amend financial agreement
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #1 (Commissioner Christina Bergmann)
<b>ADDITIONAL INFORMATION</b>	None

STATE OF TEXAS  
KENDALL COUNTY

§  
§  
§

**THIRD 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**, Charles E. Cook, acting as Authorized Officer of Miralomas, executed that certain Second Amended and Restated Cashier's Checks Deposit Agreement (herein after, the "Second Amended Surety Agreement") with the County on September 11, 2017 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 March, 2018.

**WHEREAS**, Miralomas has requested an extension until March 31, 2018, of the deadline stated in the Second 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 "Third 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 March 31, 2018, 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 of 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 \_\_\_\_\_, 2017 (the "Effective Date").

**KENDALL COUNTY, TEXAS**

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

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

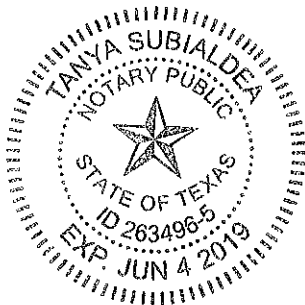
**MIRALOMAS DEVELOPMENT CORPORATION**


  
\_\_\_\_\_  
Charles E. Cook, Authorized Officer  
Miralomas Development Corporation

**State of Texas**

**Bexar County**

This instrument was acknowledged before me on the 21<sup>th</sup> day of November, 2017 by Charles E. Cook, Authorized Officer of Miralomas Development Corporation, a Delaware corporation, on behalf of said corporation.



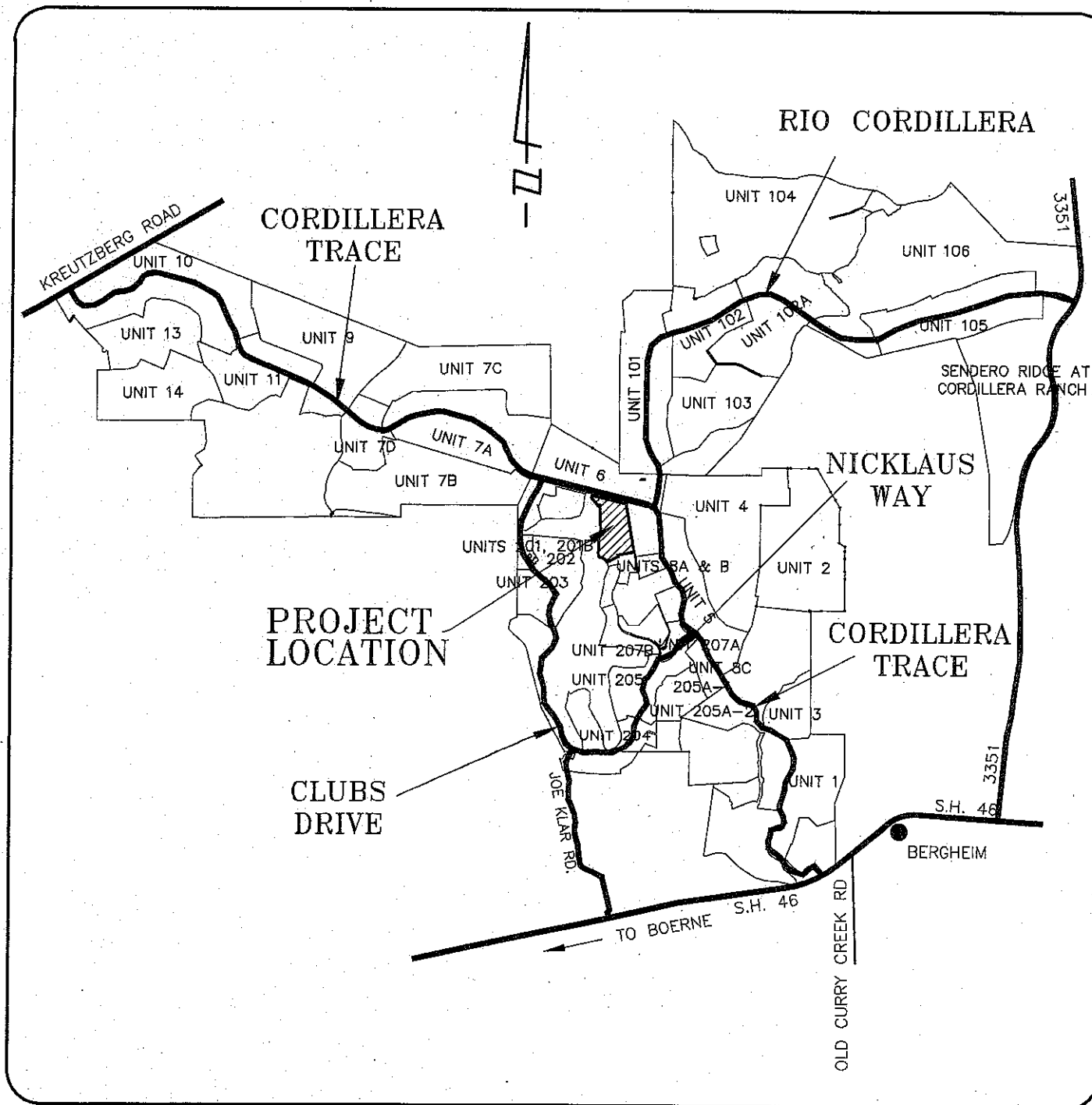
  
\_\_\_\_\_  
Notary Public  
State of Texas



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

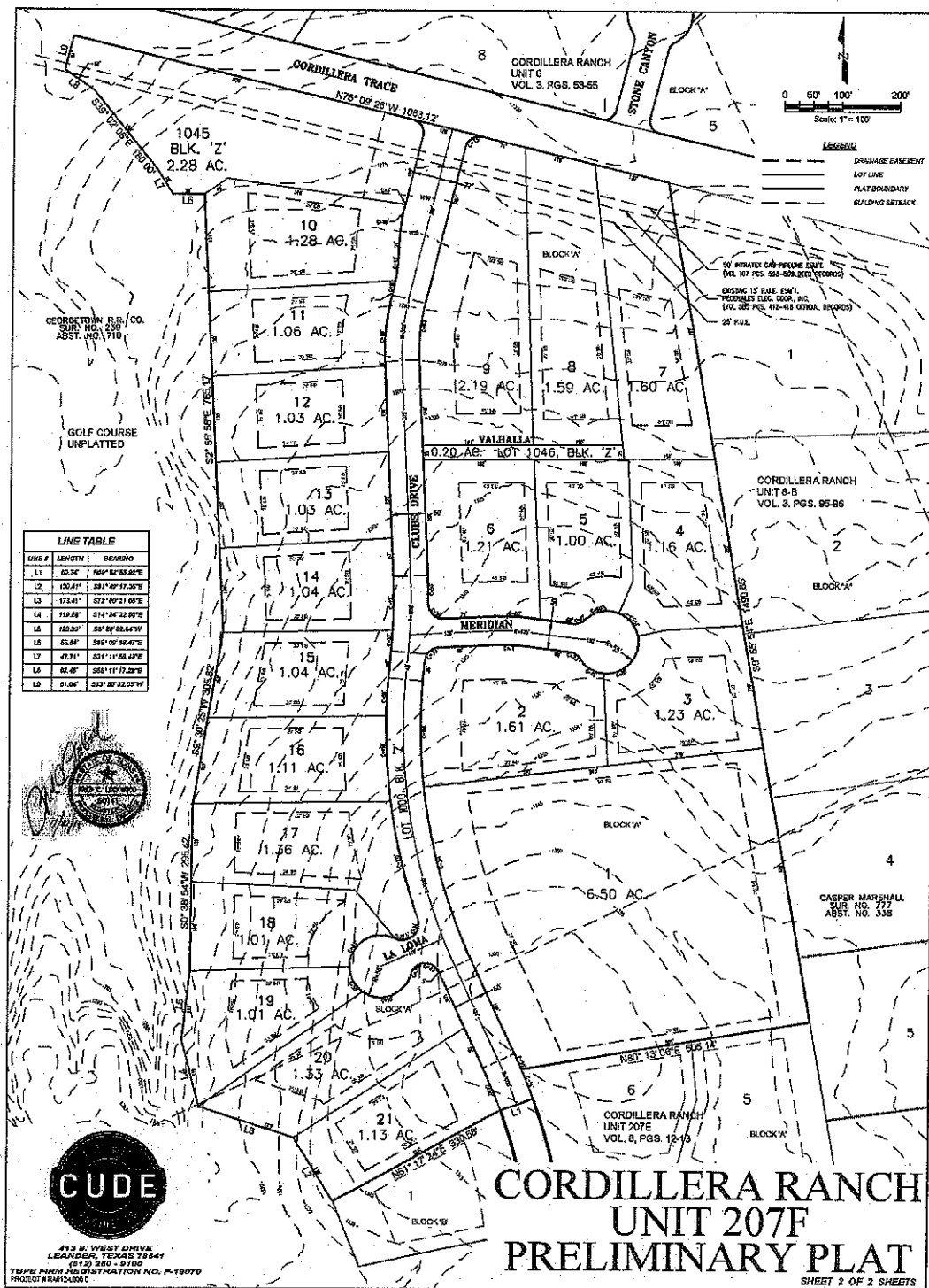
<b>SUBJECT</b>	Preliminary Plat of Cordillera Ranch Unit 207F
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a Preliminary Plat of Cordillera Ranch, Unit 207F, in accordance to the 1990 Kendall County Texas Regulations, Rules and Specifications for Roads and Subdivisions. The proposed residential subdivision would create 21 lots out of 37.08 acres for an average density of 1.77 acres per lot, 2,270 linear feet of private roadway. The proposed subdivision would be served by a public water supply and wastewater treatment system. Relief was granted on 11/27/17 for various items related to utility location and roadway design (CR Landco Holding, LLC).
<b>REASON FOR AGENDA ITEM</b>	Preliminary Plat of Cordillera Ranch Unit 207F
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None



**LOCATION MAP**

N.T.S.







## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Preliminary Plat Hidden Springs
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<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 Preliminary Plat of Hidden Springs in accordance to the Kendall County Development Rules and Regulations. The proposed residential subdivision would create 21 lots out of 197.89 acres for an average density of 9.42 acres per lot, 6,729 linear feet of private roadway. The proposed subdivision would be served by private well and OSSF. Relief was granted on 10/10/17 for various items related to roadway design, clearing, etc: (Crenwelge, LLC)
<b>REASON FOR AGENDA ITEM</b>	Preliminary Plat Hidden Springs
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None



CENTER POINT ROAD

BEAR CREEK ROAD

87

GILLESPIE COUNTY

GRAPE CREEK ROAD

DALLEY ROAD

KERR COUNTY  
KENDALL COUNTY

SITE

LOCATION MAP



FOUND 1/2  
STEEL ROD

SET NAIL IN  
AN ORANGE  
PLASTIC CAP

OTIS EDWARDS ADAMS AND WIFE,  
LAUDIS ANN ADAMS  
DOCUMENT NO. 20133883  
OFFICIAL PUBLIC RECORDS  
DILLSPIE COUNTY  
234.28 ACRES

OTIS EDWARDS ADAMS AND WIFE,  
LAUDIS ANN ADAMS  
DOCUMENT NO. 20133683  
OFFICIAL PUBLIC RECORDS  
GILLESPIE COUNTY  
234.28 ACRES

ATLANTIC AIRPORT  
SERIES NO. 745  
ABSTRACT NO. 1200

N 01°38'27" E 1940.00'

NO 1/2"  
EL ROD

N 47°52'25" W  
SEE PAGE 2

\_\_\_\_\_

1970-  
SEE

10.01 ACRES

U.S. HIGHWAY 87

R=2724.93'  
D=24°56'27"  
L=1182.53'  
C= S 1714'23" W 1178.13'

100' RIGHT-OF-WAY PER  
TEXAS DEPARTMENT OF  
TRANSPORTATION MAPS

APPROXIMATE HEAVY LINE

### LEGEND

- SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP EXCEPT WHERE NOTED OTHERWISE
- POINT FOR DRAINAGE EASEMENT
- PP ~~Ø~~ POWER POLE
- ONLY — OVERHEAD UTILITIES

SCALE: 1" = 200'

• **4. 10. 1957** **SPAIN** **57**

LINE	DISTANCE	BEARING
L1	137.20'	S 84°48'32" E
L2	101.08'	S 88°01'25" E
L3	101.08'	N 88°01'25" W
L4	146.64'	S 65°21'11" E
L5	22.25'	S 53°54'00" E

## NAME TABLE

CURVE	RADIUS	DELTA	ARC	TARGET	BEARING	CHORD
C1	150.0	1727.58"	45.73	23.04	N 89°04'41" E	45.55
C2	450.0	5103.33"	401.02	214.92	S 77°05'32" E	387.68
C3	300.0	15347.28"	72.21	38.28	S 69°27'28" E	72.03
C4	240.0	20740.14"	79.37	40.12	S 75°41'18" E	78.94
C5	300.0	80768.36"	279.81	168.30	N 83°53'48" E	257.54
C6	270.0	23223.22"	151.04	75.89	N 02°07'20" E	150.00
C7	380.0	94236.07"	627.31	314.73	S 74°33'13" E	358.47
C8	750.0	64216.56"	121.65	108.32	N 10°53'57" E	144.08
C9	240.0	90600.01"	285.13	42.69	N 11°00'23" E	268.00
C10	25.0	86117.18"	25.92	16.32	S 22°28'56" E	27.34
C11	280.0	67421.11"	294.65	163.04	N 03°28'45" E	282.67
C12	220.0	44066.33"	193.37	89.13	N 57°06'44" E	185.22
C13	250.0	133211.59"	58.18	58.00	N 07°43'42" E	158.22
C14	2470.0	93107.22"	138.88	88.45	N 69°03'46" E	138.84
C15	2630.0	122212.12"	848.22	274.18	S 64°28'56" E	545.16
C16	870.0	16435.21"	185.65	88.47	S 89°37'33" E	184.85
C17	320.0	9435.07"	828.28	348.69	N 37°43'13" E	470.28
C18	430.0	23733.22"	176.83	89.01	N 02°07'20" E	174.32
C19	280.0	3227.30"	147.29	75.58	N 50°02'48" E	145.33
C20	250.0	7059.56"	30.88	17.83	N 10°46'33" E	29.03
C21	280.0	4238.07"	206.35	109.27	N 03°24'22" E	203.58
C22	470.0	11556.45"	89.98	49.17	N 11°58'19" E	97.81
C23	250.0	8721.02"	25.02	13.67	N 22°42'34" E	23.99
C24	880.0	155193.03"	176.45	276.84	N 29°12'22" E	128.40
C25	88.0	7114.30"	82.06	47.28	S 42°34'57" E	76.88
C26	88.0	80788.33"	70.34	38.88	S 23°31'38" W	66.97
C27	88.0	28525.57"	328.78	50.28	S 88°41'07" E	76.99
C28	250.0	4898.18"	21.37	11.39	S 20°31'42" E	20.72
C29	630.0	17633.97"	119.04	59.77	S 11°29'57" E	119.79
C30	220.0	366.78"	29.58	76.25	S 01°11'49" E	144.08
C31	25.0	90748.38"	39.83	23.88	S 83°33'69" E	38.81
C32	260.0	29207.22"	114.60	57.83	N 81°25'44" E	113.08
C33	280.0	20740.14"	101.01	81.08	S 78°41'18" E	100.47
C34	150.0	47027.17"	107.44	56.14	S 85°52'10" E	106.18
C35	260.0	52241.18"	238.09	128.76	S 80°02'49" E	230.76
C36	150.0	31271.11"	82.34	42.24	S 69°24'46" E	81.31

DALE A. GREENIDGE  
VOLUME 1369 PAGES 899-900  
OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY  
DOCUMENT NO. 11-007149  
OFFICIAL PUBLIC RECORDS  
KERR COUNTY  
447.684 ACRES

YOCHE OLIVER ET AL.  
VOLUME 818 PAGES 686-687  
OFFICIAL PUBLIC RECORDS  
GILLESPIE COUNTY  
DOCUMENT NO. 11-007149  
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447.684 ACRES

OTIS EDWARDS ADAMS AND WIFE,  
LAUDIS ANN ADAMS  
DOCUMENT NO. 20133883  
OFFICIAL PUBLIC RECORDS  
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KERR COUNTY  
447.684 ACRES

KERR COUNTY  
KENDALL COUNTY

LEGEND

- SET 1/2" STEEL ROD WITH AN ORANGE "TIPS" 52077" PLASTIC CAP EXCEPT WHERE NOTED OTHERWISE
- POINT FOR DRAINAGE EASEMENT
- PP 8 POWER POLE
- OHU OVERHEAD UTILITIES

SCALE: 1" = 200'



LINE TABLE

N 88°45'23" E 1913.51'

2 7/8" PIPE FENCE POST

FOUND 1/2" STEEL ROD

S 89°23'15" E 4357.78' FROM A 1/2" PIPE FENCE POST

APPROXIMATE SURVEY LINE

S 89°23'15" E 608.57'

HIDDEN SPRINGS  
KERR COUNTY, TEXAS  
PHASE 1

LOT 2000  
BLOCK 2  
"THE GREEN"  
UTILITY, DRAINAGE &  
LANDSCAPE EASEMENT  
0.31 ACRES

INSPIRATION LOOP

INSPIRATION LOOP

DALE A. GREENIDGE  
VOLUME 1369 PAGES 899-1011  
OFFICIAL RECORDS - KENDALL COUNTY  
DOCUMENT NO. 13-02291  
OFFICIAL PUBLIC RECORDS - KERR COUNTY  
REMAINING PORTION OF 785.02 ACRES

HIDDEN SPRINGS  
KERR COUNTY, TEXAS  
PHASE 1

N 88°54'47" E 1041.72' FROM A 1/2" STEEL ROD FOUND

WILBURN ECKHART AND  
SANDRA ECKHART  
VOLUME 682 PAGES 811-817  
OFFICIAL RECORDS  
KENDALL COUNTY  
250.8 ACRES

DALE A. GREENIDGE  
VOLUME 1369 PAGES 899-900  
OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY  
DOCUMENT NO. 11-007149  
OFFICIAL PUBLIC RECORDS  
KERR COUNTY  
447.684 ACRES

200' RIGHT-OF-WAY PER  
TEXAS DEPARTMENT OF  
TRANSPORTATION MAPS



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Memorandum of Understanding with land owners concerning location of a cul-de-sac at the end of Fuller Drive.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Tommy Pfeiffer, Commissioner Pct. 3 Don Allee, General Counsel
<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 a Memorandum of Understanding between the County and land owners of property adjacent to Fuller Drive. The purpose of the memorandum is to provide for the construction of a cul-de-sac at the end of Fuller Drive so that motor vehicles, including school buses and emergency vehicles can turn around without encroaching on private property .
<b>REASON FOR AGENDA ITEM</b>	The owners of land adjacent to Fuller Drive have asked the County to consider location of a cul-de-sac at the end of the road and are agreeable to donating required right-of-way for the location of the cul-de-sac.
<b>IS THERE DOCUMENTATION</b>	Yes - proposed MOU
<b>WHO WILL THIS AFFECT?</b>	Those operating motor vehicles on Fuller Drive.
<b>ADDITIONAL INFORMATION</b>	None

**STATE OF TEXAS**

**KENDALL COUNTY**

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

WHEREAS, Fuller Drive is a county road located in Kendall County, Texas that dead ends as shown on the plat of North Barcroft Estates, Unit No. 1 recorded in Volume 1, Page 10, Plat Records of Kendall County, Texas; and

WHEREAS, the current condition of Fuller Drive makes it difficult for motor vehicles, particularly school buses and large trucks to turn around and exit Fuller Drive without encroaching on privately owned property; and

WHEREAS, landowners of property adjacent to Fuller Drive desire to improve the safety of Fuller Drive for the operation of motor vehicles by donating easements for roadway purposes, such easements to be used by Kendall County to construct a cul-de-sac at the end of Fuller Drive; and

WHEREAS, BRANDY6, LLC, owner of land adjacent to Fuller Drive has indicated agreement and intent to dedicate an easement for roadway purposes to Kendall County, such easement being described in Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, DIERKS RANCH, LTD, owner of property adjacent to Fuller Drive has indicated agreement and intent to dedicate an easement for roadway purposes to Kendall County, such easement being described in Exhibit B attached hereto and incorporated herein for all purposes; and

WHEREAS, it is the desire of such landowners that the Commissioners Court of Kendall County accept the dedication of such easements on behalf of the public and construct a cul-de sac at the end of Fuller Drive as shown on Exhibits A and B; and

WHEREAS, the Commissioners Court of Kendall County supports the proposed actions as being necessary to protect the health, safety and welfare of the citizens of Kendall County; and

WHEREAS, all parties desire to memorialize the terms of the understanding and agreement:

NOW THEREFORE, the parties agree as follows:

BRANDY6, LLC and DIERKS RANCH, LTD support construction of a cul-de-sac at the end of Fuller Drive and agree to comply with and respectively perform the requirements set out herein in order to bring about the construction of such cul-de-sac.

1. BRANDY6, LLC, the owner of property adjacent to Fuller Drive agrees to dedicate an easement for roadway purposes to Kendall County, such easement being described in Exhibit A attached hereto and incorporated herein for all purposes.
2. DIERKS RANCH, LTD, the owner of property adjacent to Fuller Drive agrees to dedicate an easement for roadway purposes to Kendall County, such easement being described in Exhibit B attached hereto and incorporated herein for all purposes.

Within six months following the dedication of such easements and the recording of the dedicatory instruments in the County Clerk's office, the Commissioners Court agrees to construct a cul-de-sac as shown in Exhibits A and B at the end of Fuller Drive, the exact time of such construction being determined by the availability of funds to the County for such purposes, and the work schedule of the County Engineer and the County Road and Bridge Department.

BRANDY6, LLC and DIERKS RANCH, LTD agree and understand that the diameter of the cul-de-sac, being less than that required by the Kendall County Development Rules and Regulations, division of property using the cul-de-sac for road frontage is restricted and stipulate that it is not their intention to use the cul-de-sac as road frontage for the division of their property.

BRANDY6, LLC and DIERKS RANCH, LTD further agree and stipulate that the dedication of the easement for roadway purposes is intended for and limited to the purposes set out in this Memorandum of Understanding.

Signed and agreed to this \_\_\_\_\_ day of December, 2017.

BRANDY6, LLC

DIERKS RANCH, LTD

\_\_\_\_\_  
Name: Betty Ann Hughes

\_\_\_\_\_  
Name: William F. Dierks

Title: Manager

Title: Manager, Dierks Management, LLC  
General Partner Dierks Ranch, Ltd.

ACCEPTED ON BEHALF OF KENDALL COUNTY, TEXAS

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



**Donnie Boerner Surveying Company L.P.**

228 Holiday Road ♦ Comfort, Texas 78013

Phone: 830-377-2492

FIRM NO. 10193963

**Field Notes for an Easement for Roadway Purposes Containing 0.150 Acres of Land**

**Being** an easement for "Roadway Purposes" containing 0.150 acres of land out of the Waco Mfg. Co. Survey 39, Abstract No. 608, Kendall County, Texas and being part of that certain 108.45 acre tract conveyed to BRANDY6, LLC, a Texas limited liability company by deed recorded in Volume 1514, Pages 386-392, Official Records, Kendall County, Texas, said 0.150 acre tract being more particularly described by metes and bounds as follows:

**Beginning** at ½" steel rod found at the northwest corner of Fuller Drive recorded in Volume 1, Page 10, Plat Records, Kendall County, Texas for the southwest corner of the herein described easement and being in a southwest line of the above referenced 108.45 acre tract, said point being at the beginning of a curve to the left whose central angle 42 degrees 50 minutes 00 seconds, whose radius is 25.00 feet and whose chord bears, North 40 degrees 49 minutes 35 seconds West, a distance of 18.26 feet;

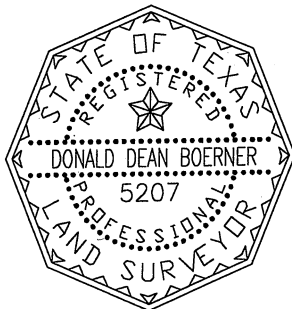
**Thence**, severing said 108.45 acre tract, along the arc of said curve to the left, a distance of 18.69 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap at the beginning of a curve to the right whose central angle is 173 degrees 08 minutes 29 seconds, whose radius is 50.00 feet and whose chord bears, North 24 degrees 19 minutes 39 seconds East, a distance of 99.82 feet;

**Thence**, along the arc of said curve to the right, a distance of 151.09 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap in a northeast line of said 108.45 acre tract, a southwest line of a 2.635 acre tract recorded in Volume 1600, Pages 8-13 and Volume 1600 Pages 14-19, both of the Official Records, Kendall County, Texas for the north corner of the herein described easement;

**Thence**, with a northeast line of said 108.45 acre tract, a southwest line of said 2.635 acre tract, South 04 degrees 54 minutes 20 seconds East, a distance of 109.38 feet to a ½" steel rod found in the northeast line of Fuller Drive for the southeast corner of the herein described easement, the southeast corner of said 108.45 acre tract, the southwest corner of said 2.635 acre tract;

**Thence**, with the northeast line of Fuller Drive, a southwest line of said 108.45 acre tract, North 83 degrees 45 minutes 51 seconds West, a distance of 38.77 feet to the **Place of Beginning** and containing 0.150 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas South Central Zone.



A handwritten signature in dark ink, appearing to read "D. D. Boerner".

Donald Dean Boerner  
Registered Professional Land Surveyor No. 5207

*EXHIBIT A, Pg. 1 of 2*

BRANDY6, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
VOLUME 1514 PAGES 386-392  
OFFICIAL RECORDS - 108.45 ACRES

R=50.00'  
D=173°08'29"  
L=151.09'  
Cd=N 24°19'39" E 99.82'

EASEMENT FOR ROADWAY  
PURPOSES CONTAINING  
0.150 ACRES

R=25.00'  
D=42°50'00"  
L=18.69'  
Cd=N 40°49'35" W 18.26'

DIERKS RANCH LTD.  
VOLUME 1600 PAGES 8-13  
VOLUME 1600 PAGES 14-19  
OFFICIAL RECORDS  
TRACT 5 - 2.635 ACRES

WACO MFG. CO.  
SURVEY NO. 39  
ABSTRACT NO. 608

POINT OF  
BEGINNING

LOT 99

NORTH BARCROFT ESTATES  
UNIT NO. 1  
VOLUME 1 PAGE 10  
PLAT RECORDS

60' RIGHT-OF-WAY  
VOLUME 1 PAGE 10  
PLAT RECORDS

LOT 25

NORTH BARCROFT ESTATES  
UNIT NO. 1  
VOLUME 1 PAGE 10  
PLAT RECORDS

FULLER DRIVE

LEGEND:

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

NORTH

SCALE: 1" = 60'

GENERAL NOTES:

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

2) A FIELD NOTE DESCRIPTION WAS PREPARED FOR THIS EASEMENT

PLAT SHOWING: An easement for Roadway  
Purposes containing 0.150 acres of land out of  
the Waco Mfg. Co. Survey 39, Abstract No. 608,  
Kendall County, Texas and being part of that  
certain 108.45 acre tract conveyed to BRANDY6,  
LLC, a Texas limited liability company by deed  
recorded in Volume 1514, Pages 386-392, Official  
Records, Kendall County, Texas.

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

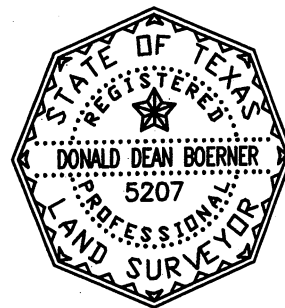
FIRM NO. 10193963

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON  
THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS  
THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DONALD DEAN BOERNER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5207

DATE 09-28-2017

JOB NO: 17-298



**Donnie Boerner Surveying Company L.P.**

228 Holiday Road ♦ Comfort, Texas 78013

Phone: 830-377-2492

FIRM NO. 10193963

**Field Notes for an Easement for Roadway Purposes Containing 0.057 Acres of Land**

**Being** an easement for "Roadway Purposes" containing 0.057 acres of land out of the Waco Mfg. Co. Survey 39, Abstract No. 608, Kendall County, Texas and being part of that certain 2.635 acre tract conveyed to Dierks Ranch Ltd. by deeds recorded in Volume 1600, Pages 8-13 and Volume 1600 Pages 14-19, both of the Official Records, Kendall County, Texas, said 0.057 acre tract being more particularly described by metes and bounds as follows:

**Beginning** at ½" steel rod found at the northeast corner of Fuller Drive recorded in Volume 1, Page 10, Plat Records, Kendall County, Texas for the southeast corner of the herein described easement and being in the southwest line of the above referenced 2.635 acre tract;

**Thence**, with the northeast line of Fuller Drive, a southwest line of said 2.635 acre tract, North 84 degrees 19 minutes 00 seconds West, a distance of 27.66 feet to a ½" steel rod found for the southwest corner of the herein described easement, the southwest corner of said 2.635 acre tract, the southeast corner of a 108.45 acre tract recorded in Volume 1514, Pages 386-392, Official Records, Kendall County, Texas;

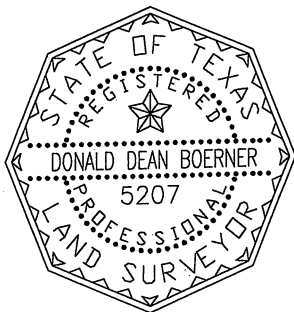
**Thence**, departing the northeast line of Fuller Drive, with a northeast line of said 108.45 acre tract, a southwest line of said 2.635 acre tract, North 04 degrees 54 minutes 20 seconds West, a distance of 109.38 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap for the north corner of the herein described easement, said point being in the arc of a curve to the right whose central angle is 92 degrees 31 minutes 32 seconds, whose radius is 50.00 feet and whose chord bears, South 22 degrees 50 minutes 21 seconds East, a distance of 72.25 feet;

**Thence**, departing the northeast line of said 108.45 acre tract, severing said 2.635 acre tract, along the arc of said curve to the right, a distance of 80.74 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap at the beginning of a curve to the left whose central angle is 42 degrees 50 minutes 00 seconds, whose radius is 25.00 feet and whose chord bears, South 02 degrees 00 minutes 25 seconds West, a distance of 18.26 feet;

**Thence**, along the arc of said curve to the left, a distance of 18.69 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap at the point of tangency;

**Thence**, South 19 degrees 24 minutes 35 seconds East, a distance of 28.51 feet to the **Place of Beginning** and containing 0.057 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas South Central Zone.



A handwritten signature in dark ink, appearing to read "D. Boerner".

Donald Dean Boerner  
Registered Professional Land Surveyor No. 5207

BRANDY6, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
VOLUME 1514 PAGES 386-392  
OFFICIAL RECORDS - 108.45 ACRES

DIERKS RANCH LTD.  
VOLUME 1600 PAGES 8-13  
VOLUME 1600 PAGES 14-19  
OFFICIAL RECORDS  
TRACT 5 - 2.635 ACRES

WACO MFG. CO.  
SURVEY NO. 39  
ABSTRACT NO. 608

LOT 99

NORTH BARCROFT ESTATES  
UNIT NO. 1  
VOLUME 1 PAGE 10  
PLAT RECORDS

60' RIGHT-OF-WAY  
VOLUME 1 PAGE 10  
PLAT RECORDS

LOT 25

NORTH BARCROFT ESTATES  
UNIT NO. 1  
VOLUME 1 PAGE 10  
PLAT RECORDS

FULLER DRIVE



**LEGEND:**

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

SCALE: 1" = 60'

**GENERAL NOTES:**

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

2) A FIELD NOTE DESCRIPTION WAS PREPARED FOR THIS EASEMENT

**PLAT SHOWING:** An easement for Roadway  
Purposes containing 0.057 acres of land out of  
the Waco Mfg. Co. Survey 39, Abstract No. 608,  
Kendall County, Texas and being part of that  
certain 2.635 acre tract conveyed to Dierks Ranch  
Ltd. by deeds recorded in Volume 1600, Pages  
8-13 and Volume 1600 Pages 14-19, both of  
the Official Records, Kendall County, Texas.

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

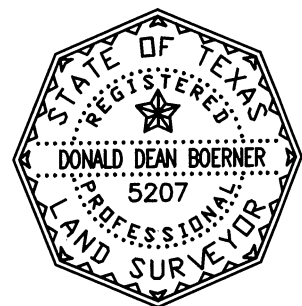
FIRM NO. 10193963

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON  
THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS  
THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DONALD DEAN BOERNER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5207

DATE 09-28-2017

JOB NO: 17-298





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Road Material Bid 2018.02
<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 for to award the bid for Road Materials for Fiscal Year 2018, Bid # 2018.02.
<b>REASON FOR AGENDA ITEM</b>	Approve Road Material Bid
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Facilities Maintenance cell phone
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey, Facilities Manager
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 380
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve an additional cell phone for the Facilities Maintenance Department.
<b>REASON FOR AGENDA ITEM</b>	Cell phone provided for each employee in the department for communications.
<b>IS THERE DOCUMENTATION</b>	no
<b>WHO WILL THIS AFFECT?</b>	Facilities Maintenance Department
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Economic development agreement between Kendall County, the City of Boerne, and the YMCA to share in the cost of construction of a gas pipeline.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, ACDA
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 303
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding the approval of an economic development agreement between Kendall County, the City of Boerne, and the YMCA to share in the cost of construction of a gas pipeline.
<b>REASON FOR AGENDA ITEM</b>	To provide a gas pipeline for the possible future expansion of the YMCA, as well as, reduce the cost to Kendall County for the provision of natural gas to the Law Enforcement Center. The City of Boerne benefits from this agreement by being able to better provide for the natural gas needs of its citizens.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	First Amendment to the Lease Agreement between Kendall County and The Chamber of Commerce of the Town of Comfort
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Pct 4
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 300
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding the approval of the First Amendment to the Lease Agreement between Kendall County and The Chamber of Commerce of the Town of Comfort.
<b>REASON FOR AGENDA ITEM</b>	To provide for the maintenance of Comfort Park by Kendall County Parks Department and allow for a portion of the Park to be used as a children's playground.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/11/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Regional Public Defender for Capital Cases Program
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, ACDA Darrel L. Lux, County Judge
<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 approval of an Interlocal Agreement concerning a Regional Public Defender for Capital Cases.
<b>REASON FOR AGENDA ITEM</b>	To participate in a program which will provide court-appointed counsel for certain capital murder cases.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **KENDALL COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### **RECITALS**

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### **ARTICLE I** **PROGRAM**

- 1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$3,000,000 in FY 18 and \$3,000,000 in FY19. Of this total, \$1,550,000 in FY18 and \$1,550,000 in FY19 consist of General Revenue appropriated by the 85<sup>th</sup> Texas Legislature. The remaining funds of \$1,450,000 in FY18 and \$1,450,000 in FY19 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2018 and 2019; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the PD and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 177 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 177 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2017, and continue through September 30, 2018. Thereafter, the agreements shall renew automatically each October 1<sup>st</sup> for a successive one-year term through September 30, 2019, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

**If to LUBBOCK COUNTY:**

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

**And:**

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

**If to PARTICIPANT:**

Honorable Darrel L. Lux  
County Judge  
Kendall County  
201 E. San Antonio St.  
Boerne, Texas 78006

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **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 provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

COUNTY OF LUBBOCK

COUNTY OF KENDALL

\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Honorable Kelly Pinion  
Lubbock County Clerk

\_\_\_\_\_  
Kendall County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

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R. Neal Burt  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY18 Cost per County	FY19 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$31,428.00	\$31,428.00
Andrews	14,786	0.17%	0.4	0.31%	\$11,243.00	\$11,243.00
Angelina	86,771	0.97%	1.3	0.99%	\$46,580.00	\$46,580.00
Aransas	23,158	0.26%	0.2	0.15%	\$9,671.00	\$9,671.00
Archer	9,054	0.10%	0.0	0.00%	\$2,348.00	\$2,348.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$22,760.00	\$22,760.00
Austin	28,417	0.32%	0.9	0.69%	\$24,037.00	\$24,037.00
Bailey	7,165	0.08%	0.6	0.46%	\$12,970.00	\$12,970.00
Bandera	20,485	0.23%	0.1	0.08%	\$7,165.00	\$7,165.00
Bastrop	74,171	0.83%	0.5	0.38%	\$28,138.00	\$28,138.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$37,153.00	\$37,153.00
Bell	310,235	3.48%	6	4.58%	\$191,578.00	\$191,578.00
Blanco	10,497	0.12%	0.2	0.15%	\$6,426.00	\$6,426.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$10,279.00	\$10,279.00
Bowie	92,565	1.04%	2.9	2.21%	\$75,048.00	\$75,048.00
Brazoria	313,166	3.52%	1.2	0.92%	\$98,105.00	\$98,105.00
Brazos	194,851	2.19%	2.7	2.06%	\$96,652.00	\$96,652.00
Brewster	9,232	0.10%	0	0.00%	\$2,395.00	\$2,395.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,871.00	\$1,871.00
Brown	38,106	0.43%	1.9	1.45%	\$45,069.00	\$45,069.00
Burleson	17,187	0.19%	0.5	0.38%	\$13,717.00	\$13,717.00
Burnet	42,750	0.48%	0.1	0.08%	\$12,940.00	\$12,940.00
Caldwell	38,066	0.43%	0.1	0.08%	\$11,725.00	\$11,725.00
Calhoun	21,381	0.24%	0.3	0.23%	\$11,101.00	\$11,101.00
Callahan	13,544	0.15%	0.1	0.08%	\$5,352.00	\$5,352.00
Camp	12,401	0.14%	0	0.00%	\$3,216.00	\$3,216.00
Carson	6,182	0.07%	0	0.00%	\$1,603.00	\$1,603.00
Cass	30,464	0.34%	0.5	0.38%	\$17,161.00	\$17,161.00
Castro	8,062	0.09%	0	0.00%	\$2,091.00	\$2,091.00
Chambers	35,096	0.39%	0.2	0.15%	\$12,807.00	\$12,807.00
Cherokee	50,845	0.57%	0.4	0.31%	\$20,414.00	\$20,414.00
Childress	7,041	0.08%	0	0.00%	\$1,826.00	\$1,826.00
Clay	10,752	0.12%	0.3	0.23%	\$8,344.00	\$8,344.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$4,159.00	\$4,159.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$7,266.00	\$7,266.00
Comal	108,472	1.22%	0.4	0.31%	\$34,879.00	\$34,879.00
Comanche	13,974	0.16%	0.2	0.15%	\$7,307.00	\$7,307.00
Concho	4,087	0.05%	0	0.00%	\$1,060.00	\$1,060.00
Cooke	38,437	0.43%	0.9	0.69%	\$26,338.00	\$26,338.00



Coryell	75,388	0.85%	0.8	0.61%	\$34,368.00	\$34,368.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,987.00	\$2,987.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,816.00	\$2,816.00
Crosby	6,059	0.07%	0.1	0.08%	\$3,423.00	\$3,423.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,739.00	\$1,739.00
Dawson	13,833	0.16%	0	0.00%	\$3,588.00	\$3,588.00
De Witt	20,097	0.23%	0	0.00%	\$5,213.00	\$5,213.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$6,876.00	\$6,876.00
Delta	5,231	0.06%	0.1	0.08%	\$3,204.00	\$3,204.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$4,445.00	\$4,445.00
Donley	3,677	0.04%	0.1	0.08%	\$2,806.00	\$2,806.00
Duval	11,782	0.13%	0	0.00%	\$3,056.00	\$3,056.00
Eastland	18,583	0.21%	0.1	0.08%	\$6,672.00	\$6,672.00
Ector	137,130	1.54%	3.8	2.90%	\$105,938.00	\$105,938.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$57,323.00	\$57,323.00
Erath	37,890	0.43%	1.2	0.92%	\$31,585.00	\$31,585.00
Falls	17,866	0.20%	0.8	0.61%	\$19,449.00	\$19,449.00
Fannin	33,915	0.38%	0.5	0.38%	\$18,056.00	\$18,056.00
Fayette	24,554	0.28%	0	0.00%	\$6,336.00	\$6,336.00
Fisher	3,974	0.04%	0	0.00%	\$1,031.00	\$1,031.00
Floyd	6,446	0.07%	0	0.00%	\$1,672.00	\$1,672.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$13,862.00	\$13,862.00
Freestone	19,816	0.22%	0.2	0.15%	\$8,843.00	\$8,843.00
Frio	17,217	0.19%	0.4	0.31%	\$11,873.00	\$11,873.00
Gaines	17,526	0.20%	0.8	0.61%	\$19,361.00	\$19,361.00
Galveston	291,309	3.27%	3.1	2.37%	\$132,965.00	\$132,965.00
Garza	6,461	0.07%	0	0.00%	\$1,676.00	\$1,676.00
Gillespie	24,837	0.28%	0	0.00%	\$6,442.00	\$6,442.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$3,722.00	\$3,722.00
Gonzales	19,807	0.22%	0.7	0.53%	\$17,946.00	\$17,946.00
Gray	22,535	0.25%	0.8	0.61%	\$20,660.00	\$20,660.00
Grayson	120,877	1.36%	1.9	1.45%	\$66,538.00	\$66,538.00
Gregg	121,730	1.37%	2	1.53%	\$66,767.00	\$66,767.00
Grimes	26,604	0.30%	0.2	0.15%	\$10,604.00	\$10,604.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$56,829.00	\$56,829.00
Hale	36,273	0.41%	0.5	0.38%	\$18,668.00	\$18,668.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$2,209.00	\$2,209.00
Hansford	5,613	0.06%	0.1	0.08%	\$3,308.00	\$3,308.00
Hardeman	4,139	0.05%	0	0.00%	\$1,074.00	\$1,074.00
Hardin	54,635	0.61%	0.7	0.53%	\$27,134.00	\$27,134.00
Harrison	65,631	0.74%	2.8	2.14%	\$66,581.00	\$66,581.00

Hartley	6,062	0.07%	0	0.00%	\$1,572.00	\$1,572.00
Haskell	5,899	0.07%	0	0.00%	\$1,528.00	\$1,528.00
Hays	157,107	1.76%	0.9	0.69%	\$55,910.00	\$55,910.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$32,872.00	\$32,872.00
Hill	35,089	0.39%	0.5	0.38%	\$18,360.00	\$18,360.00
Hockley	22,935	0.26%	0	0.00%	\$5,949.00	\$5,949.00
Hood	51,182	0.57%	0.6	0.46%	\$24,386.00	\$24,386.00
Hopkins	35,161	0.39%	0.4	0.31%	\$16,527.00	\$16,527.00
Houston	23,732	0.27%	0.4	0.31%	\$13,489.00	\$13,489.00
Howard	35,012	0.39%	0	0.00%	\$9,081.00	\$9,081.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$5,513.00	\$5,513.00
Hunt	86,129	0.97%	2.8	2.14%	\$74,191.00	\$74,191.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$11,301.00	\$11,301.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$2,346.00	\$2,346.00
Jackson	14,075	0.16%	0.3	0.23%	\$9,171.00	\$9,171.00
Jasper	35,710	0.40%	1.5	1.14%	\$36,368.00	\$36,368.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$133,756.00	\$133,756.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,375.00	\$1,375.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$42,971.00	\$42,971.00
Johnson	150,934	1.69%	1	0.76%	\$56,208.00	\$56,208.00
Jones	20,202	0.23%	1.1	0.84%	\$25,262.00	\$25,262.00
Karnes	14,824	0.17%	0	0.00%	\$3,845.00	\$3,845.00
Kaufman	103,350	1.16%	2.1	1.60%	\$65,695.00	\$65,695.00
Kendall	33,410	0.38%	0.2	0.15%	\$12,369.00	\$12,369.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$18,427.00	\$18,427.00
Kimble	4,607	0.05%	0.2	0.15%	\$4,899.00	\$4,899.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$21,091.00	\$21,091.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$7,314.00	\$7,314.00
Lamar	49,793	0.56%	1.9	1.45%	\$47,005.00	\$47,005.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,477.00	\$5,477.00
Lampasas	19,677	0.22%	0.4	0.31%	\$12,447.00	\$12,447.00
Lavaca	19,263	0.22%	0.5	0.38%	\$14,168.00	\$14,168.00
Lee	16,612	0.19%	0.1	0.08%	\$6,161.00	\$6,161.00
Leon	16,801	0.19%	0.1	0.08%	\$6,210.00	\$6,210.00
Liberty	75,643	0.85%	1.7	1.30%	\$50,025.00	\$50,025.00
Limestone	23,384	0.26%	0.9	0.69%	\$22,732.00	\$22,732.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,991.00	\$2,991.00
Llano	19,301	0.22%	0	0.00%	\$5,006.00	\$5,006.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278,831	3.13%	3	2.29%	\$127,877.00	\$127,877.00
Lynn	5,915	0.07%	0	0.00%	\$1,534.00	\$1,534.00
Madison	13,664	0.15%	0.8	0.61%	\$18,359.00	\$18,359.00
Marion	10,546	0.12%	0.1	0.08%	\$4,578.00	\$4,578.00
Martin	4,799	0.05%	0	0.00%	\$1,245.00	\$1,245.00
Mason	4,012	0.05%	0	0.00%	\$1,041.00	\$1,041.00
Matagorda	36,702	0.41%	1.1	0.84%	\$29,890.00	\$29,890.00
Maverick	54,258	0.61%	0	0.00%	\$13,916.00	\$13,916.00
McCulloch	8,283	0.09%	0	0.00%	\$2,148.00	\$2,148.00
McLennan	234,906	2.64%	3.7	2.82%	\$123,055.00	\$123,055.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$24,896.00	\$24,896.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$54,020.00	\$54,020.00
Milam	24,757	0.28%	0.4	0.31%	\$13,829.00	\$13,829.00
Mills	4,936	0.06%	0	0.00%	\$1,280.00	\$1,280.00
Mitchell	9,403	0.11%	0	0.00%	\$2,439.00	\$2,439.00
Montague	19,719	0.22%	0.8	0.61%	\$19,929.00	\$19,929.00
Moore	21,904	0.25%	0.3	0.23%	\$11,237.00	\$11,237.00
Morris	12,934	0.15%	0.2	0.15%	\$7,058.00	\$7,058.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$47,223.00	\$47,223.00
Navarro	47,735	0.54%	0.6	0.46%	\$23,492.00	\$23,492.00
Newton	14,445	0.16%	0.2	0.15%	\$7,450.00	\$7,450.00
Nolan	15,216	0.17%	0.2	0.15%	\$7,627.00	\$7,627.00
Ochiltree	10,223	0.11%	0	0.00%	\$2,652.00	\$2,652.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$33,702.00	\$33,702.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$23,696.00	\$23,696.00
Panola	23,796	0.27%	0.2	0.15%	\$9,834.00	\$9,834.00
Parker	116,927	1.31%	0.6	0.46%	\$41,439.00	\$41,439.00
Parmer	10,269	0.12%	0	0.00%	\$2,664.00	\$2,664.00
Pecos	15,507	0.17%	0.5	0.38%	\$13,281.00	\$13,281.00
Polk	45,413	0.51%	1.6	1.22%	\$41,409.00	\$41,409.00
Potter	121,073	1.36%	1.6	1.22%	\$61,033.00	\$61,033.00
Presidio	7,818	0.09%	0	0.00%	\$2,028.00	\$2,028.00
Rains	10,914	0.12%	0.6	0.46%	\$13,942.00	\$13,942.00
Randall	120,725	1.36%	1.6	1.22%	\$60,943.00	\$60,943.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,710.00	\$2,710.00
Red River	12,860	0.14%	0.5	0.38%	\$12,595.00	\$12,595.00
Reeves	13,783	0.15%	0.1	0.08%	\$5,427.00	\$5,427.00
Refugio	7,383	0.08%	0	0.00%	\$1,915.00	\$1,915.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$17,126.00	\$17,126.00
Rockwall	78,337	0.88%	0.3	0.23%	\$25,525.00	\$25,525.00
Runnels	10,501	0.12%	0	0.00%	\$2,724.00	\$2,724.00
Rusk	53,330	0.60%	2	1.53%	\$49,652.00	\$49,652.00

Sabine	10,834	0.12%	0.4	0.31%	\$10,217.00	\$10,217.00
San Augustine	8,865	0.10%	1	0.76%	\$20,543.00	\$20,543.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$26,850.00	\$26,850.00
San Patricio	64,804	0.73%	0.3	0.23%	\$22,116.00	\$22,116.00
San Saba	6,131	0.07%	0.7	0.53%	\$14,553.00	\$14,553.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$8,066.00	\$8,066.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$23,013.00	\$23,013.00
Sherman	3,034	0.03%	0.1	0.08%	\$2,639.00	\$2,639.00
Smith	209,714	2.35%	3.8	2.90%	\$118,746.00	\$118,746.00
Somervell	8,490	0.10%	0	0.00%	\$2,202.00	\$2,202.00
Starr	60,968	0.68%	1.5	1.14%	\$42,790.00	\$42,790.00
Stephens	9,630	0.11%	0	0.00%	\$2,498.00	\$2,498.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$4,774.00	\$4,774.00
Swisher	7,854	0.09%	0.2	0.15%	\$5,741.00	\$5,741.00
Taylor	131,506	1.48%	1.1	0.84%	\$54,480.00	\$54,480.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$5,133.00	\$5,133.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$10,180.00	\$10,180.00
Tom Green	110,224	1.24%	0.2	0.15%	\$32,293.00	\$32,293.00
Trinity	14,585	0.16%	0	0.00%	\$3,772.00	\$3,772.00
Tyler	21,766	0.24%	0.5	0.38%	\$14,905.00	\$14,905.00
Upshur	39,309	0.44%	0.9	0.69%	\$26,561.00	\$26,561.00
Upton	3,355	0.04%	0.1	0.08%	\$2,722.00	\$2,722.00
Uvalde	26,405	0.30%	0.4	0.31%	\$14,256.00	\$14,256.00
Val Verde	48,879	0.55%	0.4	0.31%	\$20,085.00	\$20,085.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$26,601.00	\$26,601.00
Victoria	86,793	0.97%	2.4	1.83%	\$65,032.00	\$65,032.00
Walker	67,861	0.76%	0.2	0.15%	\$21,305.00	\$21,305.00
Waller	43,205	0.49%	0.9	0.69%	\$27,873.00	\$27,873.00
Ward	10,658	0.12%	0.1	0.08%	\$4,616.00	\$4,616.00
Washington	33,718	0.38%	0.2	0.15%	\$12,449.00	\$12,449.00
Webb	250,304	2.81%	1.2	0.92%	\$83,551.00	\$83,551.00
Wharton	41,280	0.46%	1.6	1.22%	\$40,337.00	\$40,337.00
Wheeler	5,410	0.06%	0.1	0.08%	\$3,255.00	\$3,255.00
Wichita	131,500	1.48%	1.7	1.30%	\$63,910.00	\$63,910.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$12,770.00	\$12,770.00
Willacy	22,134	0.25%	1.6	1.22%	\$35,371.00	\$35,371.00
Wilson	42,918	0.48%	0	0.00%	\$11,132.00	\$11,132.00
Winkler	7,110	0.08%	0	0.00%	\$1,844.00	\$1,844.00
Wise	59,127	0.66%	0.5	0.38%	\$24,595.00	\$24,595.00
Wood	41,964	0.47%	0.3	0.23%	\$16,321.00	\$16,321.00
Yoakum	7,879	0.09%	0	0.00%	\$2,044.00	\$2,044.00
Young	18,550	0.21%	0.2	0.15%	\$8,515.00	\$8,515.00

Zapata	14,018	0.16%	0.1	0.08%	\$5,488.00	\$5,488.00
Zavala	11,677	0.13%	0	0.00%	\$3,029.00	\$3,029.00



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Interlocal Agreement with the Alliance for Community Solutions, Ltd.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, ACDA Al Auxier, Sheriff
<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 an Interlocal Agreement with the Alliance for Community Solutions, Ltd.
<b>REASON FOR AGENDA ITEM</b>	Provide Kendall County with member participation in a community collaborative environment for communities to enhance overall welfare, resiliency of member jurisdictions and public safety.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Resolution for institution of opioid lawsuit and outside counsel engagement
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, ACDA
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 303
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding the approval of a Resolution for instituting a lawsuit on behalf of Kendall County, Texas, vs. various drug manufacturers, developers, suppliers and others of a class of pharmaceutical class of drugs commonly referred to as opioids and approval of Professional Services Agreement for Special Counsel.
<b>REASON FOR AGENDA ITEM</b>	Protect the public health and safety of citizens of Kendall County
<b>IS THERE DOCUMENTATION</b>	no
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/11/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Cell Data Expert Witness Contract
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, ACDA
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 303
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding the approval of a contract with Cell Data Experts, LLC, to provide expert witness testimony involving the interpretation of communications data, its associated location information, and cellular network analysis in a criminal prosecution.
<b>REASON FOR AGENDA ITEM</b>	To provide expert witness testimony in a criminal case.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	Agreement will not exceed \$4,000.00