



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Approve Commissioner Court Minutes - May 15, 2023 Special Session, May 15, 2023 Budget Workshop, May 22, 2023 Regular Session, May 23 & 24, 2023 Budget Workshop, and May 30 & 31, 2023 Special Called Meeting

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Paula Pfeiffer - County Clerk's Office

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 232

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

1 minute (Consent Agenda Item)

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action to approve Commissioner Court Minutes - May 15, 2023 Special Session, May 15, 2023 Budget Workshop, May 22, 2023 Regular Session, May 23 & 24, 2023 Budget Workshop, and May 30 & 31, 2023 Special Called Meeting

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

The minutes need to be approved by Commissioners Court.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Public

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☒ NO

☐ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

THE STATE OF TEXAS

COUNTY OF KENDALL     BE IT REMEMBERED, that the Commissioners' Court of Kendall County, Texas, was begun and held at a Special Called Meeting at the Courthouse in Boerne, Texas, on the 15th day of May 2023.

- Present:
- SHANE STOLARCZYK, COUNTY JUDGE
  - CHRISTINA BERGMANN, COMMISSIONER, PCT. #1
  - ANDRA M. WISIAN, COMMISSIONER, PCT. #2
  - RICHARD CHAPMAN, COMMISSIONER, PCT. #3
  - CHAD CARPENTER, COMMISSIONER, PCT. #4
  - PAULA PFEIFFER, DEPUTY COUNTY CLERK

The meeting was called to order at 9:03 a.m.

- I. Pursuant to Texas Government Code § 551.071 (Attorney Consultation) and § 551.072 (Real Property) the deliberation of the purchase, exchange, or lease or value of real property. (Note: the deliberation in an open meeting would have a detrimental effect on the position of Kendall County in negotiations with a third person.)
  - 1. Consideration and possible action regarding Surplus North Tract No. 1
  - 2. Discussion and possible action regarding the purchase of office/warehouse/and other space for the county
  - 3. Discussion and possible action property inspection of office/warehouse/and other space for the county
- II. Pursuant to Texas Government Code § 551.071 (Attorney Consultation) and Texas Government Code § 551.074 (Personnel Matters), consultation with legal counsel to seek the advice of attorney(s) representing the County, concerning pending and/or threatened litigation, settlement offers, and/or matters in which the duties of the attorney(s) under the Texas Rules of Professional Conduct of the State Bar of Texas require confidential communications.
  - 1. Discussion and possible action on Opioid Settlement

At 10:30 a.m. the Court closed Executive Session, and went into Open Session

- 1. THE STATE OF TEXAS
- I-1

COUNTY OF KENDALL     It is ordered by the Commissioners' Court of Kendall County, Texas, to take all appropriate action on authorizing the Judge to exercise Kendall Counties priority right to purchase TXDOT real property.

Motion was made by Commissioner Bergmann, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

THE STATE OF TEXAS

I-3 COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to make all appropriate actions on a contract for a building inspection services pending legal review and approval by the office of General Counsel with Compass Inspection in the amount not to exceed \$2,820.00.

Motion was made by Commissioner Bergmann, seconded by Commissioner Wisian, and carried by a vote of 4-1 with Commissioner Chapman voting against.

THE STATE OF TEXAS

II-1 COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to authorize the County Judge to execute the settlement participation and release forms regarding settlement offers in the matter of Texas Opioid Multidistrict Litigation for the County in the matter of County of Kendall vs Perdue Pharma LP and others.

Motion was made by Commissioner Wisian, seconded by Commissioner Bergmann, and carried by a vote of 5-0.

Being no further business, the meeting was adjourned at 10:35 a.m.

EXAMINED AND APPROVE THIS 22ND OF MAY 2023

COUNTY JUDGE  
KENDALL COUNTY, TEXAS

ATTESTED: COUNTY CLERK  
KENDALL COUNTY, TEXAS

The Court reserves the right to adjourn, by majority vote, into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, 551.087, and 551.089 or to seek the advice of its attorney and/or other attorneys representing Kendall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551. Action, if any, will be taken in the open session.

This agenda has been reviewed and approved by the Court’s legal counsel. This paragraph is intended to constitute a legal opinion of the Court’s legal counsel that the presence of any subject in and Executive Session portion of the agenda is properly noticed pursuant to the Texas Open Meetings Act. This constitutes an interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by that attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to that attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.



**THE STATE OF TEXAS**

**COUNTY OF KENDALL      BE IT REMEMBERED,** that the Commissioners’ Court of Kendall County, Texas, was begun and held at a Special Called Meeting at the Courthouse in Boerne, Texas, on the 15th day of May 2023.

**Present:**            **SHANE STOLARCZYK, COUNTY JUDGE**  
                         **CHRISTINA BERGMANN, COMMISSIONER, PCT. #1**  
                         **ANDRA M. WISIAN, COMMISSIONER, PCT. #2**  
                         **RICHARD CHAPMAN, COMMISSIONER, PCT. #3**  
                         **CHAD CARPENTER, COMMISSIONER, PCT. #4**  
                         **PAULA PFEIFFER, DEPUTY COUNTY CLERK**

**A Budget Workshop for fiscal year 2024 was held on May 15, 2023.**

**EXAMINED AND APPROVED THIS 12TH DAY OF JUNE 2023.**

\_\_\_\_\_  
**COUNTY JUDGE**  
**KENDALL COUNTY, TEXAS**

**ATTESTED:** \_\_\_\_\_  
**COUNTY CLERK**  
**KENDALL COUNTY, TEXAS**

The Court reserves the right to adjourn, by majority vote, into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, 551.087, and 551.089 or to seek the advice of its attorney and/or other attorneys representing Kendall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551. Action, if any, will be taken in the open session.

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THE STATE OF TEXAS

COUNTY OF KENDALL     BE IT REMEMBERED, that the Commissioners’ Court of Kendall County, Texas, was begun and held at a Regular Meeting at the Courthouse in Boerne, Texas, and via Zoom on the 22nd day of May 2023.

- Present:
- SHANE STOLARCZYK, COUNTY JUDGE
  - CHRISTINA BERGMANN, COMMISSIONER, PCT. #1
  - ANDRA WISIAN, COMMISSIONER, PCT. #2
  - RICHARD CHAPMAN, COMMISSIONER, PCT. #3
  - CHAD CARPENTER, COMMISSIONER, PCT. #4
  - PAULA PFEIFFER, DEPUTY COUNTY CLERK

- 1. Call to Order – 9:02 a.m.
- 2. Pledges of Allegiance to the United States and Texas flags.
- 3. Comments from the bench to share items of community interest as allowed under and limited by Texas Government Code Section 551.0415.  
Commissioner Christina Bergmann, Precinct 1, Commissioner Andra Wisian, Precinct 2, and Shane Stolarczyk, County Judge
- 4. Declarations of Conflict of Interest – none
- 5. Consent Agenda:  
Items on the Consent Agenda are considered to be of a routine nature and may require only limited discussion. All items under the Consent Agenda are heard and acted upon collectively unless opposition is presented. Any member of the Commissioners Court may request that an item be removed from the Consent Agenda and considered separately for the purpose of discussion and voting.
  - a. Consideration and action on the approval of minutes for May 8, 2023 Regular Meeting
  - b. Consideration and action to approve April 2023 Fee Office Reports
  - c. Summary of Road Work for April 2023 (attached)
  - d. Summary of Operations for April 2023 (attached)

THE STATE OF TEXAS

COUNTY OF KENDALL     It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve Consent Agenda Items for May 8, 2023.

Motion was made by Commissioner Chapman, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

6. May 2023 Service Awards:

Carlos Gumaro	Road & Bridge	5 Years
George Frisbee	Road & Bridge	5 Years
Bonnie Junek	Auditors Office	5 Years
Jose Nunez	Road & Bridge	5 Years
Clifford Thompson	Solid Waste	5 Years
Brett Humphus	EMS	10 Years
Edward Huerta	Facilities	10 Years

9. THE STATE OF TEXAS

COUNTY OF KENDALL     It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the selection of Frost Bank as the Depository for Kendall County.

Motion was made by Commissioner Chapman, seconded by Commissioner Bergmann, and carried by a vote of 5-0.

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10. THE STATE OF TEXAS

COUNTY OF KENDALL     It is ordered by the Commissioners’ Court of Kendall County, Texas, to proclaim the week of May 7-13, 2023 as National Prevention Week in Kendall County (attached).

Motion was made by Commissioner Carpenter, seconded by Commissioner Chapman, and carried by a vote of 5-0.

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(The following agenda items #7 and #8 was addressed out of sequence)

- 7. At 9:20 a.m. a public hearing was held on the application filed by April Berry Massey for the proposed revision of the subdivision plat for The Lindner’s Addition Second Section, part of Lot 1, filed in Volume 82 Page 227 of the plat records of Kendall County, Texas.

At 9:24 a.m. the public hearing was closed.

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- 8. At 9:24 a.m. a public hearing was held on the application filed by Miralomas Development Corporation for the proposed partial cancellation of the subdivision for Miralomas Garden Homes Subdivision Unit 1 filed in Volume 8 Page 157 and Volume 9 Page 144 of the plat records of Kendall County, Texas.

At 9:27 a.m. the public hearing was closed.

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11. THE STATE OF TEXAS

COUNTY OF KENDALL     It is ordered by the Commissioners’ Court of Kendall County, Texas, to proclaim the week of May 21-27, 2023 as Emergency Medical Services Week in Kendall County (attached).

Motion was made by Commissioner Wisian, seconded by Commissioner Bergmann, and carried by a vote of 5-0.

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- 12. PUBLIC COMMENTS: Sandra Kay Glenn, Mary Anderson and Mike Howle  
The following person spoke during item #17: Stan Beard and Alex Rudd
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- 13. No action was taken on reinstating the burn ban. It is still off.
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**14. THE STATE OF TEXAS**

**COUNTY OF KENDALL** It is ordered by the Commissioners' Court of Kendall County, Texas, to approve accounts payable claims for purchases, services and vendors.

Motion was made by Commissioner Bergmann, seconded by Commissioner Wisian, and carried by a vote of 5-0.

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**15. THE STATE OF TEXAS**

**COUNTY OF KENDALL** It is ordered by the Commissioners' Court of Kendall County, Texas, to adopt the job description for Facilities Manager as presented (attached).

Motion was made by Commissioner Bergmann, seconded by Commissioner Chapman, and carried by a vote of 5-0.

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**16. THE STATE OF TEXAS**

**COUNTY OF KENDALL** It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the re-negotiated 457(b) deferred compensation agreement with American United Life Insurance Company.

Motion was made by Commissioner Wisian, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

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**17. The court discussed an Agreement to Stimulate, Encourage, and Develop Business Location and Commercial Activity between Buc-ee's and Kendall County dated October 6, 2016, and other relevant activities of the parties.**

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**18. THE STATE OF TEXAS**

**COUNTY OF KENDALL** It is ordered by the Commissioners' Court of Kendall County, Texas, to approve as to change Order No. 1 between Kendall County and Terracon Consultants Inc., pursuant to RFQ 2022-06, for additional services in the amount of \$9,413.00. The total amount not to exceed \$30,494.00 for the Kendall County Jail Expansion (Fund: 70-512-55130).

Motion was made by Commissioner Chapman, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

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**19. THE STATE OF TEXAS**

**COUNTY OF KENDALL** It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the cancellation of Lot 1030, Block "Z", Cordillera Ranch Unit 201, as shown on the Final Plat recorded in Volume 4, Pages 331-332, Plat Records of Kendall County, Texas.

Motion was made by Commissioner Wisian, seconded by Commissioner Bergmann, and carried by a vote of 5-0.

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## 20. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to grant exemption to the competitive bid process for Butler-Cohen as authorized by Texas Local Government Code §§ 262.024 (a)(2), (3) and (4) for the purchase of HVAC installation and repair services at Kendall County Probation in an amount not to exceed \$429,430.13, and authorizing Commissioner Richard Chapman, Precinct 3, to approve any change order that involves the increase or decrease in cost of \$50,000.00 or less as authorized by Local Government Code § 262.031(b) and the funds will come out of the 2022 Tax Note and authorized Judge Stolarczyk to sign the contract. (Fund: 2022 Tax Note)

Motion was made by Commissioner Chapman, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

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At 10:53 a.m. the Court recessed Open Session, took a break, and at 11:08 a.m. went into Executive Session.

At 12:06 p.m. the Court took a lunch break, and at 1:04 p.m. resumed Executive Session.

- I. Pursuant to Texas Government Code § 551.071 (Attorney Consultation) and Texas Government Code § 551.072 (Real Property) the deliberation of the purchase, exchange or lease or value of real property. (Note: the deliberation in an open meeting would have a detrimental effect on the position of Kendall County in negotiations with a third person.)
  1. Discussion regarding space for Precinct 2 Justice of the Peace and other personnel
  2. Discussion regarding the purchase of office/warehouse/and other space for the county
  3. Discussion regarding Surplus North Tract No. 1
  
- II. Pursuant to Texas Government Code § 551.071 (Attorney Consultation) and Texas Government Code § 551.074 (Personnel Matters), consultation with legal counsel to seek the advice of attorney(s) representing the County, concerning pending and/or threatened litigation, settlement offers, and/or matters in which the duties of the attorney(s) under the Texas Rules of Professional Conduct of the State Bar of Texas require confidential communications.
  1. Extra-Territorial Jurisdiction Agreement between City of Boerne and Kendall County
  2. County fire protection and firefighter duties, responsibilities, and service
  3. Personnel and sexual harassment policies and procedures
  4. Matthew Dietz vs. Kendall County Sheriff Al Auxier, Kendall County Sheriff's Office and Kendall County, Texas
  5. Cause No. 23-079, Scott Harrison v. Barbara Christman et al., in the 451st Judicial District Court
  6. Newsom Winery Health Inspection Compliance
  7. Cause No. 23-063, Waring Land Investments, LLC v. Kendall County, in the 451st Judicial District Court
  8. CA No. 5:22-cv1073; Chris Kniffin v. Kendall County, in the United States District Court for the Western District of Texas, San Antonio Division
  9. Mass Gathering Permits for Kendall County
  10. Federal and State Labor Laws Impacting Kendall County

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At 5:09 p.m. the Court closed Executive Session and resumed Open Session.

15. THE STATE OF TEXAS

II-3 COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to implement a policy requiring all county employees to take sexual harassment prevention training as well as authorize General Counsel to take necessary steps to certify that any organization receiving county funding provide documentation that they are in compliance with applicable state and federal law.

Motion was made by Commissioner Wisian, seconded by Commissioner Carpenter, and carried by a vote of 5-0.

15. THE STATE OF TEXAS

II-2 COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the Resolution 1-5-22-2023 authorizing the Kendall County Commissioners Court to adopt the articles of formation and bylaws of the Kendall County Safety Corporation and furthermore naming County Commissioner Andra Wisian as Chair, and County Commissioner Richard Chapman and Chad Carpenter as members.

Motion was made by Commissioner Wisian, seconded by Commissioner Carpenter, and carried by a vote of 3-2 with Judge Stolarczyk and Commissioner Chapman voting against.

15. Commissioner Chapman made a motion to rescind letter to the Texas Department of Public Safety (TXDOT) for the Surplus North Tract No. 1. Motion died for a lack of a second.  
I-3

Being no further business, the meeting was adjourned at 5:13 p.m.

EXAMINED AND APPROVED THIS 12TH DAY OF JUNE 2023.

<hr/>	ATTESTED:	<hr/>
COUNTY JUDGE		COUNTY CLERK
KENDALL COUNTY, TEXAS		KENDALL COUNTY, TEXAS

The Court reserves the right to adjourn, by majority vote, into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, 551.087, and 551.089 or to seek the advice of its attorney and/or other attorneys representing Kendall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551. Action, if any, will be taken in the open session.

This agenda has been reviewed and approved by the Court’s legal counsel. This paragraph is intended to constitute a legal opinion of the Court’s legal counsel that the presence of any subject in and Executive Session portion of the agenda is properly noticed pursuant to the Texas Open Meetings Act. This constitutes an interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by that attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to that attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

**THE STATE OF TEXAS**  
**COUNTY OF KENDALL**      **BE IT REMEMBERED,** that the Commissioners’ Court of Kendall County, Texas, was begun and held at a Special Called Meeting at the Courthouse in Boerne, Texas, on the 23rd and 24th day of May 2023.

**Present:**            **SHANE STOLARCZYK, COUNTY JUDGE**  
                         **CHRISTINA BERGMANN, COMMISSIONER, PCT. #1**  
                         **ANDRA M. WISIAN, COMMISSIONER, PCT. #2**  
                         **RICHARD CHAPMAN, COMMISSIONER, PCT. #3**  
                         **CHAD CARPENTER, COMMISSIONER, PCT. #4**  
                         **PAULA PFEIFFER, DEPUTY COUNTY CLERK**

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**A Budget Workshop for fiscal year 2024 was held on May 23 and 24, 2023.**

**EXAMINED AND APPROVED THIS 12TH DAY OF JUNE 2023.**

<hr/>	<b>ATTESTED:</b> <hr/>
<b>COUNTY JUDGE</b>	<b>COUNTY CLERK</b>
<b>KENDALL COUNTY, TEXAS</b>	<b>KENDALL COUNTY, TEXAS</b>

The Court reserves the right to adjourn, by majority vote, into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, 551.087, and 551.089 or to seek the advice of its attorney and/or other attorneys representing Kendall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551. Action, if any, will be taken in the open session.

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THE STATE OF TEXAS

COUNTY OF KENDALL      BE IT REMEMBERED, that the Commissioners’ Court of Kendall County, Texas, was begun and held at a Special Called Meeting at the Courthouse in Boerne, Texas, on the 30th and 31st day of May 2023.

Present:            SHANE STOLARCZYK, COUNTY JUDGE

                         CHRISTINA BERGMANN, COMMISSIONER, PCT. #1

                         ANDRA M. WISIAN, COMMISSIONER, PCT. #2

                         RICHARD CHAPMAN, COMMISSIONER, PCT. #3

                         CHAD CARPENTER, COMMISSIONER, PCT. #4

                         PAULA PFEIFFER, DEPUTY COUNTY CLERK

\_\_\_\_\_

A Budget Workshop for fiscal year 2024 was held on May 30 and 31, 2023.

EXAMINED AND APPROVED THIS 12TH DAY OF JUNE 2023.

_____	ATTESTED: _____
COUNTY JUDGE	COUNTY CLERK
KENDALL COUNTY, TEXAS	KENDALL COUNTY, TEXAS

The Court reserves the right to adjourn, by majority vote, into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, 551.087, and 551.089 or to seek the advice of its attorney and/or other attorneys representing Kendall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551. Action, if any, will be taken in the open session.

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# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

FY23 Budget Adjustments - Consent Agenda

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

County Auditor's Office  
Corinna Speer, County Auditor

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 240

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

Consent Agenda

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on the approval of amending the FY2023 budget through certification of new revenue and regular budget adjustments.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Budget adjustments needed within the departments during the current fiscal year.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Departments needing budget amendments. County Budget.

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☐ NO

☒ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

List of budget adjustments to be approved by the Commissioners Court.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2023

**THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.**

**COUNTY COMMISSIONERS BUDGET TO VARIOUS DEPARTMENTS:**

10-400-53100	OFFICE SUPPLIES	+	800
10-400-53330	OPERATING	+	8,000
10-400-55530	OFFICE FURNITURE	+	12,000
10-400-56010	CONTINGENCIES - LEGAL	+	10,000
10-406-53330	OPERATING	+	3,000
10-455-54051	AUTOPSY	+	5,000
10-456-54600	RENT - BLDGS/OFFICE SPACE	+	1,000
10-457-54051	AUTOPSY	+	5,000
10-458-51750	LONGEVITY	+	600
10-458-54400	UTILITIES	+	5,000
10-495-53330	OPERATING	+	8,800
10-495-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
10-540-55130	CAPITAL PROJ - BUILDING CONSTRUCTION	+	27,000
10-620-51055	CLERK	+	2,677
10-620-51530	COMPENSATION PAYOUT	+	8,836
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	71,013
10-401-56094	CONTINGENCIES - RENOVATIONS	-	27,000

**DETENTION BUDGET TO COUNTY SHERIFF BUDGET:**

10-560-55900	OTHER CAPITAL OUTLAY	+	62,000
10-512-56072	PRISONER HOUSING	-	62,000

**THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS WITHIN A DEPARTMENT FROM ONE LINE ITEM TO ANOTHER.**

10-400-54860	CONTRACT LABOR	+	5,000
10-400-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
10-400-51490	TEMPORARY	-	5,000
10-400-54620	LEASE - OFFICE EQUIPMENT	-	300
10-402-54520	OFFICE EQUIP - REPAIR & MAINT	+	600
10-402-54620	LEASE - OFFICE EQUIPMENT	-	600
10-403-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
10-403-54620	LEASE - OFFICE EQUIPMENT	-	300
10-404-54240	INTERNET SERVICES	+	200
10-404-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
10-404-54620	LEASE - OFFICE EQUIPMENT	-	500
10-408-54240	INTERNET SERVICES	+	140
10-408-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
10-408-54200	TELEPHONE	-	140
10-408-54620	LEASE - OFFICE EQUIPMENT	-	300

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2023

10-409-53101	OFFICE SUPPLIES - CO STOCK	+	600
10-409-52060	UNEMPLOYMENT INSURANCE	-	600
10-415-54523	SOFTWARE MAINTENANCE	+	2,000
10-415-54861	CONTRACT SERVICES	-	2,000
10-435-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-435-54620	LEASE - OFFICE EQUIPMENT	-	300
10-438-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-438-54620	LEASE - OFFICE EQUIPMENT	-	300
10-450-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-450-54620	LEASE - OFFICE EQUIPMENT	-	300
10-455-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-455-54620	LEASE - OFFICE EQUIPMENT	-	300
10-456-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-456-54620	LEASE - OFFICE EQUIPMENT	-	300
10-457-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-457-54620	LEASE - OFFICE EQUIPMENT	-	300
10-458-53100	OFFICE SUPPLIES	+	600
10-458-54270	CONFERENCE/TRAINING	+	350
10-458-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-458-53330	OPERATING	-	200
10-458-54089	SPECIAL COURT REPORTER	-	750
10-458-54620	LEASE - OFFICE EQUIPMENT	-	300
10-470-51530	COMPENSATION PAYOUT	+	348
10-470-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-470-51750	LONGEVITY	-	348
10-470-54620	LEASE - OFFICE EQUIPMENT	-	300
10-473-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-473-54620	LEASE - OFFICE EQUIPMENT	-	300
10-496-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-496-54620	LEASE - OFFICE EQUIPMENT	-	300
10-497-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-497-54620	LEASE - OFFICE EQUIPMENT	-	300
10-499-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-499-54620	LEASE - OFFICE EQUIPMENT	-	300

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2023

10-512-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-512-54620	LEASE - OFFICE EQUIPMENT	-	300
10-540-54270	CONFERENCE/TRAINING	+	3,545
10-540-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-540-54620	LEASE - OFFICE EQUIPMENT	-	300
10-540-55900	OTHER CAPITAL OUTLAY	-	3,545
10-545-51530	COMPENSATION PAYOUT	+	639
10-545-51065	FIREFIGHTERS	-	639
10-553-54240	INTERNET SERVICES	+	102
10-553-54530	RADIO/RADAR - REPAIR & MAINT	-	102
10-560-54200	TELEPHONE	+	1,000
10-560-54520	OFFICE EQUIP - REPAIR & MAINT	+	600
10-560-54523	SOFTWARE MAINTENANCE	+	2,250
10-560-56071	CONTINGENCIES - PRISONER EXTRADITION	+	5,000
10-560-53300	FUEL & OIL	-	5,000
10-560-54240	INTERNET SERVICES	-	1,000
10-560-54620	LEASE - OFFICE EQUIPMENT	-	600
10-560-55520	SOFTWARE	-	2,250
10-570-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-570-54620	LEASE - OFFICE EQUIPMENT	-	300
10-595-52020	GROUP INSURANCE	+	800
10-595-53900	GRANT EXPENDITURES	-	800
10-660-54210	CELL PHONES	+	200
10-660-54240	INTERNET SERVICES	+	330
10-660-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-660-53330	OPERATING	-	200
10-660-54200	TELEPHONE	-	330
10-660-54620	LEASE - OFFICE EQUIPMENT	-	300
10-665-54520	OFFICE EQUIP - REPAR & MAINT	+	300
10-665-54620	LEASE - OFFICE EQUIPMENT	-	300
11-620-54520	OFFICE EQUIP - REPAIR & MAINT	+	300
11-620-54861	CONTRACT SERVICES	+	10,000
11-620-54620	LEASE - OFFICE EQUIPMENT	-	300
11-620-54740	CONT SERV - NEW RD CONSTR	-	10,000
21-457-53330	OPERATING	+	600
21-457-54240	INTERNET SERVICES	-	600

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2023

43-545-52030	RETIREMENT	+	165
43-545-51750	LONGEVITY	-	165
55-409-55990	OTHER CAPITAL OUTLAY - GRANTS	+	612,941
55-409-53900	GRANT EXPENDITURES	-	612,941

**THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE ROAD & BRIDGE FUND BUDGET THROUGH CERTIFICATION OF A NEW REVENUE SOURCE.**

**REVENUE:**

11-361-46060	INSURANCE PROCEEDS	+	6,314
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**EXPENSE:**

11-620-54540	VEHICLE - REPAIR & MAINT	+	6,314
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**THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE SPECIAL INVENTORY TAX FUND BUDGET THROUGH CERTIFICATION OF A NEW REVENUE SOURCE.**

**REVENUE:**

41-360-45500	INTEREST	+	1,835
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**EXPENSE:**

41-499-51510	VEHICLE ALLOWANCE	+	1,600
41-499-52010	SOCIAL SECURITY TAXES	+	123
41-499-52030	RETIREMENT	+	112

REQUEST FOR BUDGET AMENDMENT  
FY 2023

DEPARTMENT IT

COMMISSIONERS COURT DATE 6/12/23

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET AMENDMENT</u>
<u>\$ 2000.00</u>	<u>10-415-54861</u>	<u>10-415-54523</u>	<u>- Adobe Licensing - City of Erie / - JP4 Drop Box</u>

REQUESTED BY:

Ba [Signature]  
ELECTED OFFICIAL / DEPARTMENT HEAD

6/5/23  
DATE

# REQUEST FOR BUDGET AMENDMENT

## FY 2023

DEPARTMENT Pre-Trial Services COMMISSIONERS COURT DATE 6/12/23

[illegible]

REQUESTED BY:

Erica O'Neil  
ELECTED OFFICIAL / DEPARTMENT HEAD

5/24/23  
DATE



REQUEST FOR BUDGET AMENDMENT  
FY 2023

DEPARTMENT JP PCT. 4 ---458

COMMISSIONERS COURT DATE 06-12-2023

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET AMENDMENT</u>
<u>\$200.00</u>	<u>10-458-53330</u>	<u>10-458-54270</u>	<u>TO REIMBURSE CLERK FOR SCHOOL</u>
<u>\$150.00</u>	<u>10-458-54089</u>	<u>10-458-54270</u>	<u>FOR REIMBURSEMENT FOR LEGISLATIVE</u> <u>UPDATE 8/2023</u>
<u>\$200.00</u> <sup>+400.00 = \$600.00</sup>	<u>10-458-54089</u>	<u>10-458-53100</u>	<u>TO ORDER SUPPLIES TO FINISH THIS</u> <u>FISCAL YEAR OUT</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

REQUESTED BY:

  
ELECTED OFFICIAL / DEPARTMENT HEAD

05-24-2023  
DATE

# REQUEST FOR BUDGET AMENDMENT

## FY 2023

DEPARTMENT Parks

COMMISSIONERS COURT DATE 6/12/2023

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT


200

53330

54210

cell phone

REQUESTED BY:

  
ELECTED OFFICIAL / DEPARTMENT HEAD

5-30-2023

DATE \_\_\_\_\_

REQUEST FOR BUDGET AMENDMENT  
FY 2023

DEPARTMENT Road & Bulge  
"

COMMISSIONERS COURT DATE 6/12/2023

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT

10,000 -

54740

54861

higher than anticipated  
contract expenditure due to  
unforeseen projects

REQUESTED BY:

Rachel Stahl  
ELECTED OFFICIAL / DEPARTMENT HEAD

5/18/2023  
DATE

REQUEST FOR BUDGET AMENDMENT  
FY 2023

Fund 41 -

DEPARTMENT 499 Tax Assessor  
Collector

COMMISSIONERS COURT DATE 6/12/23

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT

Please certify New Revenue - \$1,835.

+1,835.00 41-360-45500 Interest Revenue

+1,600.00

Vehicle Allowance - T.A.C.  
41-499-51510 Higher than estimated

Vehicle costs.

+123.00

41-499-52010 Increase in FICA

+112.00

41-499-52030 Increase in TC DRS

Ø impact on Taxes

REQUESTED BY:

James Hudson TAC  
ELECTED OFFICIAL / DEPARTMENT HEAD

6-2-2023  
DATE



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Cash Summary at Frost Bank April 2023

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Sheryl D'Spain  
County Treasurer

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-331-8220

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

Consent Agenda

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Discuss and approve cash summary at Frost Bank for April 2023

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Countywide

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☒ NO

☐ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

The cash summary spreadsheet will be provided to the Court and will be available to the public on the Treasurer's page on the County website once approved by Commissioners Court.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING April 30, 2023

	<b>Beg Balance</b>	<b>Receipts</b> (includes Journal Entries and Transfers In)	<b>Disbursements</b> (includes Journal Entries and Transfers Out)	<b>Ending Balance</b>
10-General Fund	\$ 514,967.88	\$ 4,142,084.77	\$ 2,655,641.75	\$ 2,001,410.90
11-Road & Bridge	\$ 1,736,030.02	\$ 1,822,178.37	\$ 2,538,651.79	\$ 1,019,556.60
13-Courthouse Security	\$ 89,299.62	\$ 4,424.45	\$ 1,016.10	\$ 92,707.97
15-Lateral Road & Bridge	\$ 89,944.14	\$ -	\$ -	\$ 89,944.14
16-Court Reporter Service	\$ 37,309.26	\$ 1,936.41	\$ 641.25	\$ 38,604.42
17-Attorney-Hot Check	\$ -	\$ -	\$ -	\$ -
19-Records Mgmt (County Clerk)	\$ 173,720.85	\$ 9,095.00	\$ 5,633.78	\$ 177,182.07
20-Law Library	\$ 90,671.11	\$ 2,590.00	\$ 1,320.46	\$ 91,940.65
21-Justice Court Technology	\$ 56,980.56	\$ 1,363.17	\$ -	\$ 58,343.73
22-Justice Court Building Security	\$ 38,287.96	\$ 12.01	\$ -	\$ 38,299.97
23-County & District Technology	\$ 22,851.57	\$ 158.04	\$ -	\$ 23,009.61
24-Alternative Dispute Resolution	\$ 2,183.93	\$ 1,296.07	\$ -	\$ 3,480.00
25-District Clerk Records Mgmt	\$ 14,871.29	\$ 986.92	\$ -	\$ 15,858.21
26-County Clerk Rec. Archive Fund	\$ 165,981.77	\$ 9,010.00	\$ -	\$ 174,991.77
27-Vital Statistics Records	\$ 566.60	\$ 63.00	\$ -	\$ 629.60
28-Pre-Trial Intervention	\$ 26,805.47	\$ 852.00	\$ -	\$ 27,657.47
29-LEOSE Training	\$ 57,285.81	\$ -	\$ 779.15	\$ 56,506.66
30-County Jury Fund	\$ 11,283.75	\$ 830.50	\$ -	\$ 12,114.25
31-County Records Mgmt & Pres Fund	\$ 27,790.00	\$ 2,150.00	\$ -	\$ 29,940.00
32-Appellate Judicial System Fund	\$ 580.00	\$ 370.00	\$ -	\$ 950.00
33-Juv Probation-State Grant	\$ 23,792.35	\$ 18,525.17	\$ 16,751.46	\$ 25,566.06
34-Juv Probation Title IV E	\$ -	\$ -	\$ -	\$ -
36-Local Truancy Prev & Diversion	\$ 54,406.20	\$ 1,643.90	\$ -	\$ 56,050.10
37-Court-Initiated Guardianship Fund	\$ 7,800.00	\$ 660.00	\$ -	\$ 8,460.00
41-MVDIT Interest	\$ 52,323.04	\$ 3,026.48	\$ 1,553.37	\$ 53,796.15
42-Election Services Contract Fund	\$ 19,306.76	\$ -	\$ -	\$ 19,306.76
43-Fire Inspection & Permit Fund	\$ 82,782.09	\$ -	\$ 6,780.48	\$ 76,001.61
50-Crime Victims Grant	\$ (52,419.94)	\$ 33,129.02	\$ 12,683.64	\$ (31,974.56)
51-VAWA Grant	\$ (46,668.88)	\$ 16,678.83	\$ 7,559.93	\$ (37,549.98)
55-Coronavirus Local Fisc Recvy Fund	\$ -	\$ -	\$ -	\$ -
80-Tobacco Settlement	\$ 68,568.07	\$ 24,153.57	\$ -	\$ 92,721.64
81-Historical Commission	\$ 7,612.22	\$ -	\$ 264.00	\$ 7,348.22
82-County Donations	\$ 86,378.42	\$ 730.00	\$ 285.23	\$ 86,823.19
83-Opioid Abatement Fund	\$ -	\$ -	\$ -	\$ -
84-Abandoned Vehicles	\$ 4,162.75	\$ -	\$ -	\$ 4,162.75
89-Bond Forfeiture Commission	\$ 46,413.53	\$ 423.57	\$ -	\$ 46,837.10
93-Texas State Fees	\$ 288,896.66	\$ 62,850.82	\$ 139,997.49	\$ 211,749.99
<b>CASH BALANCES</b>	<b>\$ 3,800,764.86</b>	<b>\$ 6,161,222.07</b>	<b>\$ 5,389,559.88</b>	<b>\$ 4,572,427.05</b>

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING April 30, 2023

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
63-Series 2013 UnLimited Tax Road Bond	\$ 3,049.30	\$ 9.85	\$ -	\$ 3,059.15
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 13,747.89	\$ 20,002.94	\$ -	\$ 33,750.83
66-Series 2022 Tax Note	\$ 25,179.75	\$ 44,820.46	\$ -	\$ 70,000.21
70-Capital Projects 2022 Tax Note	\$ 953,079.01	\$ 1,003,412.62	\$ 556,513.38	\$ 1,399,978.25
85-Local S.O. Forfeiture	\$ 56,927.95	\$ 183.86	\$ -	\$ 57,111.81
87-Federal S.O. Forfeiture	\$ 77,836.63	\$ 251.23	\$ 209.90	\$ 77,877.96
88-CDA Asset Forfeiture	\$ 96,703.61	\$ 21,361.47	\$ -	\$ 118,065.08
90-Trust Account	\$ 4,146,451.80	\$ 170,660.81	\$ -	\$ 4,317,112.61
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85
CASH BALANCES	\$ 5,373,056.79	\$ 1,260,703.24	\$ 556,723.28	\$ 6,077,036.75

Cash Summary report prepared by the Treasurer *Adrian* Date: 5/25/23

Cash summary Report examined and approved by the Auditor's office *Columbia Spear* Date: 6/2/23





# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

To recognize children who participated in Boerne Lemonade Day.

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Shane Stolarczyk, County Judge

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 212

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

10 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Recognizing children for participation in Lemonade Day, a free community-wide educational event providing the opportunity to learn and apply entrepreneurial thinking.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Recognizing local kids who participated in Lemonade Day and their entrepreneurial spirit.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☒ NO  
☐ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Burn Ban

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Shane Stolarczyk, County Judge  
Jeffery Fincke, Fire Marshal

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

3 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

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

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

To determine whether or not there is a need for a ban on burning.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

The Public

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☒ NO  
☐ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

On April 6, 2023 the burn ban was lifted by Judge Stolarczyk and on April 12, 2023 the Commissioners Court kept the burn ban off.



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Accounts Payable Claims

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

County Auditor's Office  
Corinna Speer, County Auditor

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 240

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

2 Minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

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

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

To pay current accounts payable claims.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Departments that have AP claims.

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Current claims to be approved for payment.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



Kendall County, TX

# Accounts Payable Claims

## Commissioners Court 6/12/23

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 6003 - 1st FP Services, LLC</b>					
1st FP Services, LLC	104-9692	Test Fire Sprinkler System - CH, Historic CH, EMS	10-510-54861	06/12/2023	1,430.00
				<b>Vendor 6003 - 1st FP Services, LLC Total:</b>	<b>1,430.00</b>
<b>Vendor: 6483 - ADT Commercial LLC</b>					
ADT Commercial LLC	150582430	Monitor 126 Rosewood Ave 6/13/23 - 7/12/23	10-510-54861	06/12/2023	108.00
ADT Commercial LLC	150582430	Monitor IT 210 E San Antonio Ave 6/13/23 - 7/12/23	10-510-54861	06/12/2023	78.05
ADT Commercial LLC	150582430	Monitor 118 Saunders 6/13/23 - 7/12/23	10-510-54861	06/12/2023	67.42
ADT Commercial LLC	150582430	Monitor Jail 8 Staudt St 6/13/23 - 7/12/23	10-512-54861	06/12/2023	163.85
ADT Commercial LLC	150582430	Monitor EMS 6/13/23 - 7/12/23	10-540-54861	06/12/2023	165.15
ADT Commercial LLC	150582430	Monitor SO 6 Staudt St 6/13/23 - 7/12/23	10-560-54861	06/12/2023	68.34
ADT Commercial LLC	150582430	Monitor P&T 4 Staudt St 6/13/23 - 7/12/23	10-579-54861	06/12/2023	180.35
ADT Commercial LLC	150582430	Monitor RMEC 6/13/23 - 7/12/23	10-660-54861	06/12/2023	41.99
ADT Commercial LLC	150582430	Monitor 143 Mark Twain 6/13/23 - 7/12/23	10-660-54861	06/12/2023	42.00
ADT Commercial LLC	150582430	Monitor JSPP 6/13/23 - 7/12/23	10-660-54861	06/12/2023	40.67
ADT Commercial LLC	150582430	Monitor R&B 6/13/23 - 7/12/23	11-620-54861	06/12/2023	36.37
ADT Commercial LLC	150582430	Monitor 221 Fawn Valley 6/13/23 - 7/12/23	13-510-53330	06/12/2023	81.57
ADT Commercial LLC	150582430	Monitor & Maint Courthouse 6/13/23 - 7/12/23	13-510-53330	06/12/2023	587.09
ADT Commercial LLC	150582430	Monitor Historic Courthouse 6/13/23 - 7/12/23	13-510-53330	06/12/2023	178.27
ADT Commercial LLC	50827872 5/15/23	Monitor JP #4 6/8/23 - 7/7/23	13-510-53330	06/12/2023	44.95
				<b>Vendor 6483 - ADT Commercial LLC Total:</b>	<b>1,884.07</b>
<b>Vendor: 5727 - Alana Pearsall</b>					
Alana Pearsall	10/3/22 - 2/10/23	Appt Atty #21-781 (CPS)	10-436-54020	06/12/2023	945.00
				<b>Vendor 5727 - Alana Pearsall Total:</b>	<b>945.00</b>
<b>Vendor: 4316 - American Fidelity Assurance Company</b>					
American Fidelity Assurance Company	INV0017248	Jun '23 FSA, Hospital, Acc & DS - B. Humphus	10-361-46020	06/12/2023	184.15
				<b>Vendor 4316 - American Fidelity Assurance Company Total:</b>	<b>184.15</b>
<b>Vendor: 4036 - American Public Life</b>					
American Public Life	INV0017252	1/2 Jun '23 Accident Premium - B. Humphus	10-361-46020	06/12/2023	22.45
				<b>Vendor 4036 - American Public Life Total:</b>	<b>22.45</b>
<b>Vendor: 3856 - Aqua-Man Water Conditioning</b>					
Aqua-Man Water Conditioning	1002657	Osmosis Water System Service - R&B	11-620-53330	06/12/2023	302.50
				<b>Vendor 3856 - Aqua-Man Water Conditioning Total:</b>	<b>302.50</b>
<b>Vendor: 6538 - Arguelles &amp; Lambert, PLLC</b>					
Arguelles & Lambert, PLLC	4/20/23 - 5/12/23	Appt Atty #8945 & #22-407CR	10-435-54020	06/12/2023	625.00

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Arguelles & Lambert, PLLC	5/25/23 - 5/25/23	Appt Atty #9119	10-435-54020	06/12/2023	425.00
<b>Vendor 6538 - Arguelles &amp; Lambert, PLLC Total:</b>					<b>1,050.00</b>
<b>Vendor: 4556 - Associated Supply Co Inc</b>					
Associated Supply Co Inc	PSO408023-1	Hydraulic Fittings #178	11-620-54540	06/12/2023	208.45
Associated Supply Co Inc	PSO408023-2	Credit-Hydraulic Couplings #178 (Ref INV 408023-1)	11-620-54540	06/12/2023	-113.30
<b>Vendor 4556 - Associated Supply Co Inc Total:</b>					<b>95.15</b>
<b>Vendor: 1077 - AT&amp;T Mobility</b>					
AT&T Mobility	287258006402X05182023	CID Svc 4/11/23 - 5/10/23	10-560-54210	06/12/2023	63.00
AT&T Mobility	287284731716X05272023	210-415-7046 4/20/23 - 5/19/23 Em Mgmt	10-406-54210	06/12/2023	44.00
AT&T Mobility	287284731716X05272023	210-415-7049 4/20/23 - 5/19/23 EMS	10-540-54210	06/12/2023	45.56
AT&T Mobility	287284731716X05272023	830-534-0201 4/20/23 - 5/19/23 EMS	10-540-54210	06/12/2023	45.56
AT&T Mobility	287284731716X05272023	210-415-7047 4/20/23 - 5/19/23 EMS	10-540-54210	06/12/2023	45.56
AT&T Mobility	287284731716X05272023	210-415-7048 4/20/23 - 5/19/23 EMS	10-540-54210	06/12/2023	45.56
AT&T Mobility	287284731716X05272023	210-415-7050 4/20/23 - 5/19/23 EMS	10-540-54210	06/12/2023	45.56
AT&T Mobility	287284731716X05272023	iPad Airtime (6) Mobile CAD 4/20/23 - 5/19/23	10-540-54240	06/12/2023	180.00
AT&T Mobility	287284731716X05272023	830-443-1906 4/20/23 - 5/19/23 FirstNet Air Cards	10-540-54240	06/12/2023	30.00
AT&T Mobility	287284731716X05272023	830-443-1650 4/20/23 - 5/19/23 FirstNet Air Cards	10-540-54240	06/12/2023	30.00
AT&T Mobility	287284731716X05272023	830-443-0564 4/20/23 - 5/19/23 FirstNet Air Cards	10-540-54240	06/12/2023	30.00
AT&T Mobility	287284731716X05272023	830-431-7458 4/20/23 - 5/19/23 FirstNet Air Cards	10-540-54240	06/12/2023	30.00
AT&T Mobility	287284731716X05272023	830-431-7684 4/20/23 - 5/19/23 FirstNet Air Cards	10-540-54240	06/12/2023	30.00
AT&T Mobility	287284731716X05272023	210-443-0961 4/20/23 - 5/19/23 Rural Fire	10-545-54210	06/12/2023	41.81
AT&T Mobility	287284731716X05272023	830-388-2931 4/20/23 - 5/19/23 Dep Fire Marshal	43-545-54210	06/12/2023	41.81
AT&T Mobility	287299408491X06032023	830-816-9675 4/26/23 - 5/25/23 Co Judge	10-400-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-431-8221 4/26/23 - 5/25/23 Co Judge Clerk	10-400-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-0541 4/26/23 - 5/25/23 Comm #1	10-401-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-5361 4/26/23 - 5/25/23 Comm #3	10-401-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6216 4/26/23 - 5/25/23 Comm #4	10-401-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-0391 4/26/23 - 5/25/23 Comm #2	10-401-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-388-2603 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7533 4/26/23 - 5/25/23 Compl. Insp	10-402-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6829 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	31.25
AT&T Mobility	287299408491X06032023	210-827-4483 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-8319 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-6790 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-6635 4/26/23 - 5/25/23 Engineer	10-402-54210	06/12/2023	31.25
AT&T Mobility	287299408491X06032023	830-428-1402 4/26/23 - 5/25/23 Co Clerk	10-403-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-331-0086 4/26/23 - 5/25/23 Elections	10-404-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-0822 4/26/23 - 5/25/23 ElecMobileHotspot	10-404-54999	06/12/2023	31.25
AT&T Mobility	287299408491X06032023	Election Mobile Hotspots (3) 4/26/23 - 5/25/23	10-404-54999	06/12/2023	93.75
AT&T Mobility	287299408491X06032023	830-431-2730 4/26/23 - 5/25/23 ElecMobileHotspot	10-404-54999	06/12/2023	31.25
AT&T Mobility	287299408491X06032023	830-816-9219 4/26/23 - 5/25/23 IT	10-415-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-1896 4/26/23 - 5/25/23 IT	10-415-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-431-8451 4/26/23 - 5/25/23 IT	10-415-54210	06/12/2023	43.18



## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
AT&T Mobility	287299408491X06032023	830-431-8969 4/26/23 - 5/25/23 IT	10-415-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-431-3416 4/26/23 - 5/25/23 District Judge	10-435-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-816-9610 4/26/23 - 5/25/23 Dist Judge Coord.	10-435-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	iPad Air Card 4/26/23 - 5/25/23 Dist Judge	10-435-54240	06/12/2023	31.25
AT&T Mobility	287299408491X06032023	830-431-7617 4/26/23 - 5/25/23 PreTrial Svcs	10-438-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-1288 4/26/23 - 5/25/23 PreTrial Svcs	10-438-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-443-1104 4/26/23 - 5/25/23 PreTrial Svcs	10-438-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-443-1195 4/26/23 - 5/25/23 Dist Clerk	10-450-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6044 4/26/23 - 5/25/23 Dist Clerk	10-450-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-8026 4/26/23 - 5/25/23 JP# 1	10-455-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7341 4/26/23 - 5/25/23 JP# 2	10-456-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7376 4/26/23 - 5/25/23 JP# 3	10-457-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-8042 4/26/23 - 5/25/23 JP #4	10-458-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-8900 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-428-1478 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6781 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6782 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6783 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6784 4/26/23 - 5/25/23 Crim Dist Atty	10-470-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-2532 4/26/23 - 5/25/23 Gen. Counsel	10-473-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-8339 4/26/23 - 5/25/23 Auditor	10-495-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6046 4/26/23 - 5/25/23 HR	10-496-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-0151 4/26/23 - 5/25/23 CH Fac	10-510-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-4936 4/26/23 - 5/25/23 CH Fac	10-510-54210	06/12/2023	43.18
AT&T Mobility	287299408491X06032023	830-431-0618 4/26/23 - 5/25/23 CH Fac	10-510-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-6752 4/26/23 - 5/25/23 EMS	10-540-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-428-8342 4/26/23 - 5/25/23 Const #1	10-551-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7047 4/26/23 - 5/25/23 Const #3	10-553-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7378 4/26/23 - 5/25/23 Juv Prob	10-570-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-7375 4/26/23 - 5/25/23 Juv Prob	10-570-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	830-431-2357 4/26/23 - 5/25/23 Boerne Solid Waste	10-595-54210	06/12/2023	49.66
AT&T Mobility	287299408491X06032023	830-428-1911 4/26/23 - 5/25/23 Brush Site	10-596-54210	06/12/2023	49.66
AT&T Mobility	287299408491X06032023	830-431-7159 4/26/23 - 5/25/23 R&B	11-620-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	210-844-7587 4/26/23 - 5/25/23 R&B	11-620-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	210-254-7642 4/26/23 - 5/25/23 Crime Victims	50-475-54210	06/12/2023	40.67
AT&T Mobility	287299408491X06032023	210-289-3042 4/26/23 - 5/25/23 Crime Victims	50-475-54210	06/12/2023	40.67
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 JP #1	10-455-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 JP #2	10-456-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 JP #3	10-457-54240	06/12/2023	33.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 JP #4	10-458-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 Const #1	10-551-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 Const #2	10-552-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 Const #3	10-553-54240	06/12/2023	30.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 Const #4	10-554-54240	06/12/2023	30.00

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
AT&T Mobility	287299484011X05272023	CID Svc 4/20/23 - 5/19/23	10-560-54210	06/12/2023	39.30
AT&T Mobility	287299484011X05272023	Cell Phones (8) 4/20/23 - 5/19/23 SO	10-560-54210	06/12/2023	426.93
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 SO	10-560-54240	06/12/2023	1,710.00
AT&T Mobility	287299484011X05272023	iPad Air Cards (2) 4/20/23 - 5/19/23 Health Insp	10-636-54240	06/12/2023	60.00
AT&T Mobility	287299484011X05272023	iPad Air Cards 4/20/23 - 5/19/23 R&B	11-620-54240	06/12/2023	30.00
<b>Vendor 1077 - AT&amp;T Mobility Total:</b>					<b>5,617.37</b>

**Vendor: 4568 - Azcon Paving, Inc.**

Azcon Paving, Inc.	y1238	Pour Asphalt - EMS Parking Lot	10-540-55130	06/12/2023	8,500.00
<b>Vendor 4568 - Azcon Paving, Inc. Total:</b>					<b>8,500.00</b>

**Vendor: 1065 - Bandera Electric Coop, Inc.**

Bandera Electric Coop, Inc.	Meter 100755 5/16/23	1106900-018 4/15/23 - 5/15/23 JP #4	10-458-54400	06/12/2023	218.40
Bandera Electric Coop, Inc.	Meter 100763 5/16/23	1106900-003 4/15/23 - 5/15/23 Pct #4 Warehouse	10-510-54400	06/12/2023	30.39
Bandera Electric Coop, Inc.	Meter 105185 5/16/23	1106900-012 4/15/23 - 5/15/23 SO Tower Rd	10-510-54400	06/12/2023	52.34
Bandera Electric Coop, Inc.	Meter 112826 5/16/23	1106900-002 4/15/23 - 5/15/23 EMS Tower	10-510-54400	06/12/2023	41.18
Bandera Electric Coop, Inc.	Meter 114894 5/16/23	1106900-019 4/15/23 - 5/15/23 Mark Twain	10-660-54400	06/12/2023	46.58
Bandera Electric Coop, Inc.	Meter 117591 5/16/23	1106900-016 4/15/23 - 5/15/23 Park House	10-660-54400	06/12/2023	101.76
Bandera Electric Coop, Inc.	Meter 117596 5/16/23	1106900-015 4/15/23 - 5/15/23 Stor Trailer	10-510-54400	06/12/2023	28.36
Bandera Electric Coop, Inc.	Meter 123025 5/9/23	2308530-002 4/8/23 - 5/8/23 WVFD - 3 Waring Rd	10-549-54400	06/12/2023	86.34
Bandera Electric Coop, Inc.	Meter 123031 5/9/23	2308530-001 4/8/23 - 5/8/23 WVFD - 5 Waring Rd	10-549-54400	06/12/2023	153.70
Bandera Electric Coop, Inc.	Meter 123229 5/16/23	1106900-006 4/15/23 - 5/15/23 JP #2	10-510-54400	06/12/2023	93.05
Bandera Electric Coop, Inc.	Meter 123279 5/16/23	1106900-004 4/15/23 - 5/15/23 Comfort EMS	10-540-54400	06/12/2023	254.25
Bandera Electric Coop, Inc.	Meter 123620 6/2/23	330200-001 5/1/23 - 6/1/23 Comfort VFD	10-546-54400	06/12/2023	226.72
Bandera Electric Coop, Inc.	Meter 124471 5/16/23	1106900-009 4/15/23 - 5/15/23 ComfortWasteStation	10-595-54400	06/12/2023	27.12
Bandera Electric Coop, Inc.	Meter 137331 5/16/23	1106900-023 4/15/23 - 5/15/23 5 Toepperwein Rd	10-510-54400	06/12/2023	80.70
Bandera Electric Coop, Inc.	Meter 142114 5/16/23	1106900-013 4/15/23 - 5/15/23 SO	10-510-54400	06/12/2023	26.00
Bandera Electric Coop, Inc.	Meter 200581 5/16/23	1106900-007 4/15/23 - 5/15/23 10 Staudt St	10-510-54400	06/12/2023	151.08
Bandera Electric Coop, Inc.	Meter 200598 5/16/23	1106900-014 4/15/23 - 5/15/23 RMEC	10-660-54400	06/12/2023	352.14
Bandera Electric Coop, Inc.	Meter 201015 5/16/23	1106900-022 4/15/23 - 5/15/23 Law Enf Facility	10-512-54400	06/12/2023	5,272.92
Bandera Electric Coop, Inc.	Meter 201245 5/16/23	1106900-008 4/15/23 - 5/15/23 4 Staudt St	10-579-54400	06/12/2023	908.53
Bandera Electric Coop, Inc.	Meter 300224 5/16/23	1106900-024 4/15/23 - 5/15/23 Pre Trial Svcs	10-438-54400	06/12/2023	109.06
Bandera Electric Coop, Inc.	Meter 300437 5/16/23	1106900-020 4/15/23 - 5/15/23 Animal Control	10-408-54400	06/12/2023	601.34
Bandera Electric Coop, Inc.	Meter 300460 5/16/23	1106900-005 4/15/23-5/15/23 WasteDisp-SpanishPass	10-595-54400	06/12/2023	45.55
Bandera Electric Coop, Inc.	Meter 300464 5/16/23	1106900-021 4/15/23 - 5/15/23 Recycling Cntr	10-597-54400	06/12/2023	62.16
Bandera Electric Coop, Inc.	Meter 300489 5/16/23	1106900-017 4/15/23 - 5/15/23 Park Fac	10-660-54400	06/12/2023	110.44
<b>Vendor 1065 - Bandera Electric Coop, Inc. Total:</b>					<b>9,080.11</b>

**Vendor: 6217 - BCC Languages LLC**

BCC Languages LLC	23414	2hr+Travel-1 Interp 5/11/23/Case #JV-14083,JV14084	10-457-54092	06/12/2023	369.13
BCC Languages LLC	23420	2hr+Travel-1 Interp 5/12/23/Case#20-595CR/20-612CR	10-435-54092	06/12/2023	369.13
BCC Languages LLC	23457	2hr+Travel-1 Interpreter 5/24/23/Case #8946	10-435-54092	06/12/2023	369.13
<b>Vendor 6217 - BCC Languages LLC Total:</b>					<b>1,107.39</b>

**Vendor: 1060 - Bell Hydrogas, Inc.**

Bell Hydrogas, Inc.	1131684	Propane (8gal) - Forklift	10-597-53330	06/12/2023	29.00
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## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Bell Hydrogas, Inc.	1135574	Propane (320gal) - Animal Control	10-408-54400	06/12/2023	940.80
<b>Vendor 1060 - Bell Hydrogas, Inc. Total:</b>					<b>969.80</b>
<b>Vendor: 1143 - Boerne Air Conditioning &amp; Heating, LLC</b>					
Boerne Air Conditioning & Heating, LLC	i30190	Replace A/C Hard Start Kit & Labor - Comfort EMS	10-510-54500	06/12/2023	253.54
Boerne Air Conditioning & Heating, LLC	i30210	Replace Breaker/Float Switch & Labor - JP #4	10-510-54500	06/12/2023	229.10
Boerne Air Conditioning & Heating, LLC	i30294	4 Ton Seer A/C Condenser - Comfort EMS	10-540-55900	06/12/2023	4,900.00
<b>Vendor 1143 - Boerne Air Conditioning &amp; Heating, LLC Total:</b>					<b>5,382.64</b>
<b>Vendor: 1002 - Boerne Auto Truck Supply, Inc.</b>					
Boerne Auto Truck Supply, Inc.	576587	Truck Washing Brushes & Handles	10-540-54540	06/12/2023	107.04
Boerne Auto Truck Supply, Inc.	576712	Wiper Blades #1910	10-560-54540	06/12/2023	49.42
<b>Vendor 1002 - Boerne Auto Truck Supply, Inc. Total:</b>					<b>156.46</b>
<b>Vendor: 1040 - Boerne Office Supply, L.C.</b>					
Boerne Office Supply, L.C.	0295CM	Refund-Wired Keyboard/Mouse Combo (Ref INV 11793)	10-402-53100	06/12/2023	-29.99
Boerne Office Supply, L.C.	11765	Copy Paper, Pens & Misc Office Supplies	10-560-53100	06/12/2023	847.17
Boerne Office Supply, L.C.	11765.1	Pens	10-560-53100	06/12/2023	46.98
Boerne Office Supply, L.C.	11765.2	Pens	10-560-53100	06/12/2023	78.96
Boerne Office Supply, L.C.	11765.3	Memo Pad	10-560-53100	06/12/2023	18.99
Boerne Office Supply, L.C.	11784	Labels, Toner, Staples, Copy Paper & Misc	10-450-53100	06/12/2023	837.75
Boerne Office Supply, L.C.	11788	Copy Paper, Scissors & Misc Office Supplies	10-456-53100	06/12/2023	312.84
Boerne Office Supply, L.C.	11788.1	File Folders, Correction Tape & Selfinking Stamps	10-456-53100	06/12/2023	210.92
Boerne Office Supply, L.C.	11790	Copy Paper, Ink, Pens & Sticky Notes	10-400-53100	06/12/2023	264.89
Boerne Office Supply, L.C.	11791	Copy Paper & Toners (2)	10-403-53100	06/12/2023	547.94
Boerne Office Supply, L.C.	11793	Commercial Calculators (2) & Wireless Keyboard	10-402-53100	06/12/2023	289.96
Boerne Office Supply, L.C.	11795	Folders, Envelopes & Hanging Folders	10-497-53100	06/12/2023	255.93
Boerne Office Supply, L.C.	11800	Copy Paper (2 Boxes)	10-496-53100	06/12/2023	113.98
Boerne Office Supply, L.C.	11819	Notary Stamp	10-458-53100	06/12/2023	29.99
Boerne Office Supply, L.C.	11821	Copy Paper, Folders, File Folders & Ink	10-457-53100	06/12/2023	410.88
Boerne Office Supply, L.C.	11821.1	Surge Protector	10-457-53100	06/12/2023	69.95
Boerne Office Supply, L.C.	11844	Copy Paper, Ink Cartridge & Misc Supplies	11-620-53100	06/12/2023	251.44
<b>Vendor 1040 - Boerne Office Supply, L.C. Total:</b>					<b>4,558.58</b>
<b>Vendor: 3397 - Boerne Pest Control</b>					
Boerne Pest Control	26923	Pest Control Svcs/Apr '23 - Animal Control	10-408-54861	06/12/2023	100.00
<b>Vendor 3397 - Boerne Pest Control Total:</b>					<b>100.00</b>
<b>Vendor: 2700 - Bound Tree Medical, LLC</b>					
Bound Tree Medical, LLC	84952622	Misc Medical Supplies	10-540-53910	06/12/2023	3,565.33
Bound Tree Medical, LLC	84952623	Epi Pens & OB Kit - Comfort Fire	10-546-54050	06/12/2023	664.82
Bound Tree Medical, LLC	84954176	IV Solution (2 Cases)	10-540-53910	06/12/2023	152.16
Bound Tree Medical, LLC	84954177	Medication (2 Boxes)	10-540-53910	06/12/2023	281.90
Bound Tree Medical, LLC	84963969	Oxygen Supply Tubing	10-540-53910	06/12/2023	206.50
Bound Tree Medical, LLC	84965334	Misc Medical Supplies	10-540-53910	06/12/2023	2,415.11
Bound Tree Medical, LLC	84968338	Cinch Straps	10-540-53910	06/12/2023	13.14
<b>Vendor 2700 - Bound Tree Medical, LLC Total:</b>					<b>7,298.96</b>

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 2502 - Brenda Bell</b>					
Brenda Bell	INV0017225	Reimb Mil-Health/CodeEnforcement Trng 5/18-5/19	10-636-54270	06/12/2023	109.39
				<b>Vendor 2502 - Brenda Bell Total:</b>	<b>109.39</b>
<b>Vendor: 7160 - Brian Stegall</b>					
Brian Stegall	INV0017243	Reimb Meal&Mil-Co Technology Conf. 5/16-5/18	10-415-54270	06/12/2023	169.91
				<b>Vendor 7160 - Brian Stegall Total:</b>	<b>169.91</b>
<b>Vendor: 6762 - Bruckner Truck Sales, Inc.</b>					
Bruckner Truck Sales, Inc.	XA135028588.01	Head Light Bezel #10	11-620-54540	06/12/2023	151.81
				<b>Vendor 6762 - Bruckner Truck Sales, Inc. Total:</b>	<b>151.81</b>
<b>Vendor: 6815 - Burns Architecture, LLC</b>					
Burns Architecture, LLC	19	Pay App #19-Basic Svc-Jail Expansion/Const Admin	70-512-55130	06/12/2023	10,053.75
				<b>Vendor 6815 - Burns Architecture, LLC Total:</b>	<b>10,053.75</b>
<b>Vendor: 7060 - Butler-Cohen LLC</b>					
Butler-Cohen LLC	816722	Pay App #7/Jail Expansion Constr Svcs 5/1-5/31/23	70-512-55130	06/12/2023	599,317.73
				<b>Vendor 7060 - Butler-Cohen LLC Total:</b>	<b>599,317.73</b>
<b>Vendor: 3361 - CDW Government, Inc.</b>					
CDW Government, Inc.	JM91702	24" Monitor - K. Leerhoff	10-512-53330	06/12/2023	120.00
CDW Government, Inc.	JN57002	Toner (4)	10-415-53330	06/12/2023	458.59
CDW Government, Inc.	JP14811	24" Monitor - Shop	11-620-53330	06/12/2023	120.00
				<b>Vendor 3361 - CDW Government, Inc. Total:</b>	<b>698.59</b>
<b>Vendor: 2932 - Central Texas Electric Co-op</b>					
Central Texas Electric Co-op	Meter 1600145 5/15/23	26279101 4/14/23 - 5/15/23 SVFD - Air Comp	10-548-54400	06/12/2023	250.99
Central Texas Electric Co-op	Meter 2014759 5/15/23	22001201 4/14/23 - 5/15/23 Alamo Springs VFD	10-543-54400	06/12/2023	44.11
Central Texas Electric Co-op	Meter 2031688 5/15/23	23385801 4/14/23 - 5/15/23 R&B	11-620-54400	06/12/2023	99.58
Central Texas Electric Co-op	Meter 2031689 5/15/23	27961000 4/14/23 - 5/15/23 R&B	11-620-54400	06/12/2023	47.08
Central Texas Electric Co-op	Meter 2036883 5/15/23	26949801 4/14/23 - 5/15/23 SVFD - Radio	10-548-54400	06/12/2023	43.80
Central Texas Electric Co-op	Meter 9000043 5/15/23	27570100 4/14/23 - 5/15/23 R&B	11-620-54400	06/12/2023	441.34
				<b>Vendor 2932 - Central Texas Electric Co-op Total:</b>	<b>926.90</b>
<b>Vendor: 7163 - Christopher Kniffin</b>					
Christopher Kniffin	INV0017249	Refund - Terminated Disability Policy	10-361-46020	06/12/2023	405.00
				<b>Vendor 7163 - Christopher Kniffin Total:</b>	<b>405.00</b>
<b>Vendor: 4795 - Cinar Interiors, Inc.</b>					
Cinar Interiors, Inc.	43656	Replacement Window Blinds - Hist CH	10-510-54500	06/12/2023	8,390.00
Cinar Interiors, Inc.	43681	2" Blinds (4 Windows) - Tax Office	10-510-54500	06/12/2023	696.00
				<b>Vendor 4795 - Cinar Interiors, Inc. Total:</b>	<b>9,086.00</b>
<b>Vendor: 1146 - Cindy E. Huggins</b>					
Cindy E. Huggins	INV0017178	Court Reporter Svcs & Mileage 5/11/23	10-435-54089	06/12/2023	539.90
				<b>Vendor 1146 - Cindy E. Huggins Total:</b>	<b>539.90</b>
<b>Vendor: 6537 - Cintas Corporation 87</b>					
Cintas Corporation 87	4155957899	Aprons, Mats, Mops, Rags & Hamper	11-620-53330	06/12/2023	104.62

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Cintas Corporation 87	4155957899	Uniform Rentals 5/18/23	11-620-53360	06/12/2023	383.77
Cintas Corporation 87	4155957920	Uniform Rentals 5/18/23 - Parks	10-660-53360	06/12/2023	128.46
Cintas Corporation 87	4156074574	Door Mat Rentals 5/19/23	10-510-53330	06/12/2023	103.85
Cintas Corporation 87	4156074955	Uniform Rentals 5/19/23 - CH Facilitites	10-510-53360	06/12/2023	127.02
Cintas Corporation 87	4156074955	Uniform Rentals 5/19/23 - Solid Waste	10-595-53360	06/12/2023	8.49
Cintas Corporation 87	4156074955	Uniform Rentals 5/19/23 - Brush Site	10-596-53360	06/12/2023	15.39
Cintas Corporation 87	4156074955	Uniform Rentals 5/19/23 - Recycling	10-597-53360	06/12/2023	8.49
Cintas Corporation 87	4156668461	Uniform Rentals 5/25/23 - Parks	10-660-53360	06/12/2023	128.46
Cintas Corporation 87	4156668720	Aprons, Mats, Mops, Rags & Hamper	11-620-53330	06/12/2023	102.58
Cintas Corporation 87	4156668720	Uniform Rentals 5/25/23	11-620-53360	06/12/2023	479.79
Cintas Corporation 87	4156774008	Door Mat Rentals 5/26/23	10-510-53330	06/12/2023	103.85
Cintas Corporation 87	4156774646	Uniform Rentals 5/26/23 - CH Facilitites	10-510-53360	06/12/2023	166.25
Cintas Corporation 87	4156774646	Uniform Rentals 5/26/23 - Solid Waste	10-595-53360	06/12/2023	8.49
Cintas Corporation 87	4156774646	Uniform Rentals 5/26/23 - Brush Site	10-596-53360	06/12/2023	15.39
Cintas Corporation 87	4156774646	Uniform Rentals 5/26/23 - Recycling	10-597-53360	06/12/2023	8.49
Cintas Corporation 87	4157317124	Aprons, Mats, Mops, Rags & Hamper	11-620-53330	06/12/2023	104.62
Cintas Corporation 87	4157317124	Uniform Rentals 6/1/23	11-620-53360	06/12/2023	397.51
Cintas Corporation 87	4157477823	Door Mat Rentals 6/2/23	10-510-53330	06/12/2023	103.85
Cintas Corporation 87	4157477956	Uniform Rentals 6/2/23 - CH Facilitites	10-510-53360	06/12/2023	111.26
Cintas Corporation 87	4157477956	Uniform Rentals 6/2/23 - Solid Waste	10-595-53360	06/12/2023	8.49
Cintas Corporation 87	4157477956	Uniform Rentals 6/2/23 - Brush Site	10-596-53360	06/12/2023	15.39
Cintas Corporation 87	4157477956	Uniform Rentals 6/2/23 - Recycling	10-597-53360	06/12/2023	8.49
<b>Vendor 6537 - Cintas Corporation 87 Total:</b>					<b>2,643.00</b>
<b>Vendor: 1160 - City of Boerne Utilities</b>					
City of Boerne Utilities	93-9005-00 5/16/23	93-9005-00 4/3/23 - 5/1/23 R&B - Recycled Water	11-620-53330	06/12/2023	25.79
City of Boerne Utilities	M-0001 5/16/23	01-5220-01 4/3/23 - 5/1/23 Courthouse	10-510-54400	06/12/2023	6,768.95
City of Boerne Utilities	M-0001 5/16/23	03-0575-02 4/3/23 - 5/1/23 221 Fawn Valley	10-510-54400	06/12/2023	1,310.07
City of Boerne Utilities	M-0001 5/16/23	01-5120-00 4/3/23 - 5/1/23 Historic Courthouse	10-510-54400	06/12/2023	816.87
City of Boerne Utilities	M-0001 5/16/23	01-5100-00 4/3/23 - 5/1/23 210 E. San Antonio	10-510-54400	06/12/2023	222.69
City of Boerne Utilities	M-0001 5/16/23	01-5110-00 4/3/23 - 5/1/23 Old Jail	10-510-54400	06/12/2023	37.78
City of Boerne Utilities	M-0001 5/16/23	01-4660-00 4/3/23 - 5/1/23 114 Blanco Rd E	10-510-54400	06/12/2023	8.52
City of Boerne Utilities	M-0020-02 5/18/23	09-0430-06 4/10/23 - 5/8/23 126 Rosewood Ave	10-510-54400	06/12/2023	181.06
City of Boerne Utilities	M-0020-02 5/18/23	09-0425-03 4/10/23 - 5/8/23 118 Saunders St S1	10-510-54400	06/12/2023	168.67
City of Boerne Utilities	M-0020-02 5/18/23	09-0426-02 4/10/23 - 5/8/23 118 Saunders St S2	10-510-54400	06/12/2023	105.37
City of Boerne Utilities	M-0090 5/25/23	13-2460-00 4/17/23 - 5/15/23 10 Staudt St	10-510-54400	06/12/2023	296.59
City of Boerne Utilities	M-0090 5/25/23	13-2465-00 4/17/23 - 5/15/23 8 Staudt St	10-512-54400	06/12/2023	5,895.38
City of Boerne Utilities	M-0090 5/25/23	13-7100-00 4/17/23 - 5/15/23 EMS	10-540-54400	06/12/2023	1,436.14
City of Boerne Utilities	M-0090 5/25/23	13-2472-00 4/17/23 - 5/15/23 6 Staudt St 2	10-560-54400	06/12/2023	102.51
City of Boerne Utilities	M-0090 5/25/23	13-2470-00 4/17/23 - 5/15/23 6 Staudt St 1	10-560-54400	06/12/2023	436.19
<b>Vendor 1160 - City of Boerne Utilities Total:</b>					<b>17,812.58</b>
<b>Vendor: 1331 - City of Kerrville Laboratory</b>					
City of Kerrville Laboratory	0423-18	Bacteria Analysis PWS 1300058	10-402-53330	06/12/2023	20.00

**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
City of Kerrville Laboratory	0423-19	Bacteria Analysis PWS 1300074	10-402-53330	06/12/2023	20.00
<b>Vendor 1331 - City of Kerrville Laboratory Total:</b>					<b>40.00</b>

**Vendor: 6587 - Clean Earth Environmental Solutions, Inc.**

Clean Earth Environmental Solutions, Inc.	76903790377	HHW Collection Event 4/29/23	10-595-53900	06/12/2023	33,118.10
<b>Vendor 6587 - Clean Earth Environmental Solutions, Inc. Total:</b>					<b>33,118.10</b>

**Vendor: 1753 - Comfort Auto & Truck Supply**

Comfort Auto & Truck Supply	377561	Oil Filter # 1272	10-512-54540	06/12/2023	5.33
Comfort Auto & Truck Supply	377898	Air/Oil Filters #53	11-620-54540	06/12/2023	57.61
Comfort Auto & Truck Supply	377899	Air/Oil/Fuel Filters #130	11-620-54540	06/12/2023	151.58
Comfort Auto & Truck Supply	377900	Carb Cleaner #1310	10-415-54540	06/12/2023	4.49
Comfort Auto & Truck Supply	377901	Wiper Blades #189	11-620-54540	06/12/2023	19.68
Comfort Auto & Truck Supply	377943	Oil #278	10-540-54540	06/12/2023	79.47
Comfort Auto & Truck Supply	377944	Oil #281	10-540-54540	06/12/2023	79.47
Comfort Auto & Truck Supply	377999	Rocker Switch #177	11-620-54540	06/12/2023	17.99
Comfort Auto & Truck Supply	378135	Rear Wiper Blade #127	10-540-54540	06/12/2023	9.63
Comfort Auto & Truck Supply	378152	Mini Light Bulbs - Stock	11-620-54540	06/12/2023	11.20
Comfort Auto & Truck Supply	378211	Lights #195	11-620-54540	06/12/2023	26.69
Comfort Auto & Truck Supply	378215	Synthetic Oil (55gal Drum) - Stock	10-560-53300	06/12/2023	850.00
Comfort Auto & Truck Supply	378337	Cab Light #174	11-620-54540	06/12/2023	11.06
Comfort Auto & Truck Supply	378339	Latch Pin #195	11-620-53330	06/12/2023	5.07
Comfort Auto & Truck Supply	378340	Water (1Case) - Shop	11-620-53330	06/12/2023	4.99
Comfort Auto & Truck Supply	378493	Fuel Filters (2) R59	10-546-54540	06/12/2023	53.51
Comfort Auto & Truck Supply	378508	Nitrile Gloves - Shop	11-620-53330	06/12/2023	13.99
Comfort Auto & Truck Supply	378525	Seat Belts (2) #64 & #123	11-620-54540	06/12/2023	231.98
Comfort Auto & Truck Supply	378527	Air/Oil Filters #123	11-620-54540	06/12/2023	36.12
Comfort Auto & Truck Supply	378528	Fuel Filters (4) - Stock	11-620-54540	06/12/2023	35.32
Comfort Auto & Truck Supply	378551	Nuts, Bolts & Washers - Stock	11-620-54540	06/12/2023	20.15
Comfort Auto & Truck Supply	378562	Oil Filter #1914	10-408-54540	06/12/2023	5.33
Comfort Auto & Truck Supply	378564	Wiper Blades #127	10-540-54540	06/12/2023	33.76
Comfort Auto & Truck Supply	378565	Oil Filter #224	10-660-54540	06/12/2023	5.33
Comfort Auto & Truck Supply	378566	Oil Filter #11	11-620-54540	06/12/2023	27.94
Comfort Auto & Truck Supply	378568	Air/Oil/Fuel Filters #64	11-620-54540	06/12/2023	86.94
Comfort Auto & Truck Supply	378570	Oil Filter #64	11-620-54540	06/12/2023	13.34
Comfort Auto & Truck Supply	378572	Air/Oil/Fuel Filters #161	11-620-54540	06/12/2023	120.34
Comfort Auto & Truck Supply	378575	Air/Oil Filter #1606	10-512-54540	06/12/2023	16.01
Comfort Auto & Truck Supply	378578	Air/Oil/Fuel Filters #123/Stock	11-620-54540	06/12/2023	107.98
Comfort Auto & Truck Supply	378665	Air Chuck #167	11-620-53330	06/12/2023	14.35
Comfort Auto & Truck Supply	378678	V-Belts (2) #64 & #123	11-620-54540	06/12/2023	40.78
Comfort Auto & Truck Supply	378679	Serpentine Belts (2) #159 & #161	11-620-54540	06/12/2023	49.38
Comfort Auto & Truck Supply	378689	Air/Oil/Fuel Filters #159	11-620-54540	06/12/2023	111.51
Comfort Auto & Truck Supply	378767	Liquid Tape #159	11-620-54540	06/12/2023	10.99
Comfort Auto & Truck Supply	378778	Wiping Cloths - Stock	11-620-53330	06/12/2023	14.49
Comfort Auto & Truck Supply	378779	Microfiber Towels - Stock	10-540-53330	06/12/2023	11.49

**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Comfort Auto & Truck Supply	378810	Microfiber Towels - Stock	10-540-53330	06/12/2023	11.49
Comfort Auto & Truck Supply	378897	Synthetic Oil (3) #178	11-620-53300	06/12/2023	83.97
Comfort Auto & Truck Supply	379007	Sway Bar Kit #112	10-636-54540	06/12/2023	29.47
Comfort Auto & Truck Supply	379086	Air/Oil Filters - Stock	10-540-54540	06/12/2023	255.31
Comfort Auto & Truck Supply	379249	Tail Light #10	11-620-54540	06/12/2023	45.47
Comfort Auto & Truck Supply	379250	Tool Set #189	11-620-53330	06/12/2023	119.00
Comfort Auto & Truck Supply	379255	Air Filters - Portable Unit	10-542-54531	06/12/2023	19.43
Comfort Auto & Truck Supply	379306	Harmonic Puller - Shop	11-620-53330	06/12/2023	119.00
Comfort Auto & Truck Supply	379351	Cabin Air Filter - Stock	11-620-54540	06/12/2023	63.75
Comfort Auto & Truck Supply	379352	Cabin Air Filter #119	11-620-54540	06/12/2023	63.75
Comfort Auto & Truck Supply	379354	Oil Filter - Stock	11-620-54540	06/12/2023	8.08
Comfort Auto & Truck Supply	379358	Case of Water - Shop	11-620-53330	06/12/2023	4.99
Comfort Auto & Truck Supply	379364	Credit - Wiping Cloths - R&B (Ref INV 378778)	11-620-53330	06/12/2023	-14.49
Comfort Auto & Truck Supply	379365	Air/Oil Filters #178	11-620-54540	06/12/2023	73.47
Comfort Auto & Truck Supply	379369	Fuel/Oil Filters #176	11-620-54540	06/12/2023	55.35
Comfort Auto & Truck Supply	379412	Air Filters - Stock	10-540-54540	06/12/2023	55.78
Comfort Auto & Truck Supply	379416	Air Filter #279	10-540-54540	06/12/2023	25.60
Comfort Auto & Truck Supply	379532	Brake Lubricant - Shop	11-620-53330	06/12/2023	20.85
Comfort Auto & Truck Supply	379601	Drain Plug Gaskets - Stock	11-620-54540	06/12/2023	5.93
Comfort Auto & Truck Supply	379614	Undercoating - R&B	11-620-53610	06/12/2023	239.76
Comfort Auto & Truck Supply	379622	Oil Drain Plug Gasket #51	11-620-54540	06/12/2023	0.76
Comfort Auto & Truck Supply	379624	Oil Filter #280	11-620-54540	06/12/2023	8.08
Comfort Auto & Truck Supply	379631	Fuel Filter #280	11-620-54540	06/12/2023	66.65
Comfort Auto & Truck Supply	379632	Air/Oil Filter #2605	10-545-54540	06/12/2023	21.33
Comfort Auto & Truck Supply	379633	Valve Stem Extensions #146	11-620-54540	06/12/2023	5.26
Comfort Auto & Truck Supply	379634	Valve Stem Extensions #34	11-620-54540	06/12/2023	5.26
Comfort Auto & Truck Supply	379635	Oil Filter #151	11-620-54540	06/12/2023	14.27
Comfort Auto & Truck Supply	379636	Air/Oil Filters #176	10-660-54540	06/12/2023	21.33
<b>Vendor 1753 - Comfort Auto &amp; Truck Supply Total:</b>					<b>3,824.19</b>
<b>Vendor: 1692 - Commercial Kitchen Parts &amp; Svc</b>					
Commercial Kitchen Parts & Svc	0006206-IN	Kitchen PM Service 5/30/23 - 6/30/23	10-512-54861	06/12/2023	334.00
<b>Vendor 1692 - Commercial Kitchen Parts &amp; Svc Total:</b>					<b>334.00</b>
<b>Vendor: 3798 - Corrections Software Solutions, LP</b>					
Corrections Software Solutions, LP	53601	Software Maintenance/May '23	10-438-54523	06/12/2023	312.00
<b>Vendor 3798 - Corrections Software Solutions, LP Total:</b>					<b>312.00</b>
<b>Vendor: 3382 - County Information Resource Agency</b>					
County Information Resource Agency	SOP017723	May '23 Basic Email & Information Protection Pkg	10-415-54240	06/12/2023	3,178.11
<b>Vendor 3382 - County Information Resource Agency Total:</b>					<b>3,178.11</b>
<b>Vendor: 2551 - Cummins Sales and Service</b>					
Cummins Sales and Service	90-3452	Part, Labor & Trip Charge 5/10/23 - Generator	10-512-53330	06/12/2023	2,029.19
<b>Vendor 2551 - Cummins Sales and Service Total:</b>					<b>2,029.19</b>

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 7158 - D &amp; D Fence and Rental, LLC</b>					
D & D Fence and Rental, LLC	F01-1005906	Wire Harness, Electric Cable & Switches #64	11-620-54540	06/12/2023	341.20
D & D Fence and Rental, LLC	F01-1005936	Electric Cable #64	11-620-54540	06/12/2023	152.40
<b>Vendor 7158 - D &amp; D Fence and Rental, LLC Total:</b>					<b>493.60</b>
<b>Vendor: 4313 - DASH Medical Gloves, Inc.</b>					
DASH Medical Gloves, Inc.	INV1287171	Nitrile Gloves (20 Cases)	10-512-53330	06/12/2023	1,300.00
<b>Vendor 4313 - DASH Medical Gloves, Inc. Total:</b>					<b>1,300.00</b>
<b>Vendor: 7069 - David J. Neighbor</b>					
David J. Neighbor	INV0017234	Reimb Meals/Mil - Inquest Trng 5/15-16	10-456-54270	06/12/2023	115.31
<b>Vendor 7069 - David J. Neighbor Total:</b>					<b>115.31</b>
<b>Vendor: 1524 - Dell Marketing L.P.</b>					
Dell Marketing L.P.	10666966674	Dell Laptop	10-473-53330	06/12/2023	1,478.00
Dell Marketing L.P.	10667784140	Power Edge Servers (2)	10-415-55900	06/12/2023	16,712.29
<b>Vendor 1524 - Dell Marketing L.P. Total:</b>					<b>18,190.29</b>
<b>Vendor: 7071 - Denise Maxwell, County Clerk</b>					
Denise Maxwell, County Clerk	INV0017233	P/J Cash Payouts & Donations 5/22 - 5/23	10-435-54850	06/12/2023	534.00
<b>Vendor 7071 - Denise Maxwell, County Clerk Total:</b>					<b>534.00</b>
<b>Vendor: 4980 - Department of Information Resources</b>					
Department of Information Resources	23040808N	Long Distance Apr '23 - Elections	10-404-54200	06/12/2023	0.16
Department of Information Resources	23040808N	Long Distance Apr '23 - JP #1	10-455-54200	06/12/2023	0.01
Department of Information Resources	23040808N	Long Distance Apr '23 - JP #2	10-456-54200	06/12/2023	0.01
Department of Information Resources	23040808N	Long Distance Apr '23 - JP #3	10-457-54200	06/12/2023	0.03
Department of Information Resources	23040808N	Long Distance Apr '23 - Crim Dist Atty	10-470-54200	06/12/2023	0.10
Department of Information Resources	23040808N	Long Distance Apr '23 - Human Resources	10-496-54200	06/12/2023	0.02
Department of Information Resources	23040808N	Long Distance Apr '23 - Courthouse Fac	10-510-54200	06/12/2023	0.04
Department of Information Resources	23040808N	Long Distance Apr '23 - SO	10-560-54200	06/12/2023	1.86
Department of Information Resources	23040808N	Long Distance Apr '23 - Adult Prob	10-579-54200	06/12/2023	0.22
Department of Information Resources	23040808N	Long Distance Apr '23 - Health & Welfare	10-635-54200	06/12/2023	0.08
Department of Information Resources	23040808N	Long Distance Apr '23 - Ext Svcs	10-665-54200	06/12/2023	0.04
<b>Vendor 4980 - Department of Information Resources Total:</b>					<b>2.57</b>
<b>Vendor: 4560 - Douglas Burford</b>					
Douglas Burford	5/25/23 - 5/25/23	Appt Atty #9097, #23-049CR & #23-050CR	10-435-54020	06/12/2023	575.00
<b>Vendor 4560 - Douglas Burford Total:</b>					<b>575.00</b>
<b>Vendor: 1343 - Ebensberger-Fisher Funeral Home</b>					
Ebensberger-Fisher Funeral Home	23-100	Transport & Supplies - J. Sarli	10-455-54051	06/12/2023	531.50
Ebensberger-Fisher Funeral Home	23-105	Pauper Burial - S. Schmelcher	10-409-54052	06/12/2023	1,600.00
<b>Vendor 1343 - Ebensberger-Fisher Funeral Home Total:</b>					<b>2,131.50</b>
<b>Vendor: 1677 - Ecolab, Inc.</b>					
Ecolab, Inc.	6338105376	Alcohol Wipes & Test Strips	10-636-53330	06/12/2023	144.60
<b>Vendor 1677 - Ecolab, Inc. Total:</b>					<b>144.60</b>



## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 6596 - Elanco US Inc.</b>					
Elanco US Inc.	8045144598	Flea & Heartworm Treatments - Canine	10-408-53400	06/12/2023	805.68
				<b>Vendor 6596 - Elanco US Inc. Total:</b>	<b>805.68</b>
<b>Vendor: 6572 - Encore Industrial Products, LLC</b>					
Encore Industrial Products, LLC	P29529	Insect Repellant - R&B	11-620-53610	06/12/2023	344.96
				<b>Vendor 6572 - Encore Industrial Products, LLC Total:</b>	<b>344.96</b>
<b>Vendor: 7155 - Erica O'Neil</b>					
Erica O'Neil	INV0017227	Reimb Mileage - TAPS Conf 5/9/23 - 5/12/23	10-438-54270	06/12/2023	403.48
				<b>Vendor 7155 - Erica O'Neil Total:</b>	<b>403.48</b>
<b>Vendor: 6968 - FasPsych, LLC</b>					
FasPsych, LLC	051523038	On Call Medical Svcs/May '23	10-512-54861	06/12/2023	6,000.00
				<b>Vendor 6968 - FasPsych, LLC Total:</b>	<b>6,000.00</b>
<b>Vendor: 1291 - FedEx</b>					
FedEx	8-142-51792	Overnight Title Work to Caldwell Chevrolet #2362	10-552-53110	06/12/2023	30.67
				<b>Vendor 1291 - FedEx Total:</b>	<b>30.67</b>
<b>Vendor: 1011 - Ford of Boerne</b>					
Ford of Boerne	5041773	Handle #2305	10-560-54540	06/12/2023	42.78
Ford of Boerne	856572	Front End Alignment #112	10-636-54540	06/12/2023	149.95
				<b>Vendor 1011 - Ford of Boerne Total:</b>	<b>192.73</b>
<b>Vendor: 7029 - Freeland Turk Engineering Group, LLC</b>					
Freeland Turk Engineering Group, LLC	1821	Cordillera/Bergheim/38Rust/347FM289 Review/May '23	10-402-54861	06/12/2023	2,470.00
				<b>Vendor 7029 - Freeland Turk Engineering Group, LLC Total:</b>	<b>2,470.00</b>
<b>Vendor: 5959 - Fun Abounds, Inc.</b>					
Fun Abounds, Inc.	7579	Playground Mulch - JSPP & Comfort Park	10-660-53330	06/12/2023	4,524.00
				<b>Vendor 5959 - Fun Abounds, Inc. Total:</b>	<b>4,524.00</b>
<b>Vendor: 1429 - Galls, LLC</b>					
Galls, LLC	BC1887856	Uniform Pants (2) - H. Pomeroy	10-560-53360	06/12/2023	144.00
				<b>Vendor 1429 - Galls, LLC Total:</b>	<b>144.00</b>
<b>Vendor: 7030 - Global Montello Group Corp.</b>					
Global Montello Group Corp.	23194156	Diesel (2,000gal) & 87 Oct Gas (500gal) - R&B	11-620-53300	06/12/2023	7,804.58
				<b>Vendor 7030 - Global Montello Group Corp. Total:</b>	<b>7,804.58</b>
<b>Vendor: 4650 - Greenwalt Court Reporting</b>					
Greenwalt Court Reporting	6549	Transcript Grand Jury Testimony 5/9/23 LEA22-3584	10-470-54020	06/12/2023	416.85
				<b>Vendor 4650 - Greenwalt Court Reporting Total:</b>	<b>416.85</b>
<b>Vendor: 4089 - HEB Pharmacy</b>					
HEB Pharmacy	8712304230504	Apr '23 Rx/Case #21-070	80-635-54050	06/12/2023	29.08
HEB Pharmacy	8712304230504	Apr '23 Rx/Case #11-065	80-635-54050	06/12/2023	85.77
				<b>Vendor 4089 - HEB Pharmacy Total:</b>	<b>114.85</b>

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 4240 - Hewitt Engineering, Inc.</b>					
Hewitt Engineering, Inc.	1477	FP Study/Final Review-Tapatio Springs 2/11-5/31/23	10-402-54861	06/12/2023	995.00
<b>Vendor 4240 - Hewitt Engineering, Inc. Total:</b>					<b>995.00</b>
<b>Vendor: 1066 - Hill Co Telephone Coop, Inc.</b>					
Hill Co Telephone Coop, Inc.	134700 6/1/23	830-116-0199 6/1/23 - 6/30/23 Internet - R&B	11-620-54240	06/12/2023	149.95
Hill Co Telephone Coop, Inc.	1430600 6/1/23	830-995-5181 6/1/23 - 6/30/23 Local - JP #4 Fax	10-458-54200	06/12/2023	40.80
Hill Co Telephone Coop, Inc.	1430600 6/1/23	830-116-0061 6/1/23 - 6/30/23 Internet - JP #4	10-458-54240	06/12/2023	149.95
Hill Co Telephone Coop, Inc.	1438000 6/1/23	830-995-3409 6/1/23 - 6/30/23 Local - CVFD Fax	10-546-54200	06/12/2023	40.80
Hill Co Telephone Coop, Inc.	1438000 6/1/23	830-995-2124 6/1/23 - 6/30/23 Local - CVFD	10-546-54200	06/12/2023	43.30
Hill Co Telephone Coop, Inc.	1477200 6/1/23	830-995-2626 6/1/23 - 6/30/23 Local - WVFD	10-549-54200	06/12/2023	87.60
Hill Co Telephone Coop, Inc.	1482200 6/1/23	830-995-2688 6/1/23 - 6/30/23 Local - Comfort SO	10-560-54200	06/12/2023	39.74
Hill Co Telephone Coop, Inc.	1514500 6/1/23	830-995-3152 6/1/23 - 6/30/23 Local - R&B Fax	11-620-54200	06/12/2023	40.80
Hill Co Telephone Coop, Inc.	1527700 6/1/23	830-995-3344 6/1/23 - 6/30/23 Local - Comfort EMS	10-540-54200	06/12/2023	41.82
Hill Co Telephone Coop, Inc.	1527700 6/1/23	830-113-1469 6/1/23 - 6/30/23 Internet-Comfort EMS	10-540-54240	06/12/2023	120.95
Hill Co Telephone Coop, Inc.	1532200 6/1/23	830-995-3400 6/1/23 - 6/30/23 Local - JP #4	10-458-54200	06/12/2023	40.80
Hill Co Telephone Coop, Inc.	619300 6/1/23	830-324-6737 6/1/23 - 6/30/23 Local - SVFD	10-548-54200	06/12/2023	96.90
<b>Vendor 1066 - Hill Co Telephone Coop, Inc. Total:</b>					<b>893.41</b>
<b>Vendor: 5223 - Hill Country Animal League SPCA, Inc.</b>					
Hill Country Animal League SPCA, Inc.	310713	Spay/Neuter & Vaccination Pkg	10-408-53400	06/12/2023	72.00
Hill Country Animal League SPCA, Inc.	310803	Spay/Neuter & Vaccination Pkg	10-408-53400	06/12/2023	105.00
Hill Country Animal League SPCA, Inc.	311279	Spay/Neuter & Vaccination Pkgs (2)	10-408-53400	06/12/2023	102.00
<b>Vendor 5223 - Hill Country Animal League SPCA, Inc. Total:</b>					<b>279.00</b>
<b>Vendor: 3158 - Hill Country Dispute Resolution Center, Inc</b>					
Hill Country Dispute Resolution Center, Inc	INV0017242	2nd Qtr FY23	24-435-54999	06/12/2023	3,480.00
<b>Vendor 3158 - Hill Country Dispute Resolution Center, Inc Total:</b>					<b>3,480.00</b>
<b>Vendor: 5586 - Hill Country Primary Care Phys</b>					
Hill Country Primary Care Phys	229BGX7063053	3/6/23 TOS1/Case #11-065	80-635-54050	06/12/2023	47.68
<b>Vendor 5586 - Hill Country Primary Care Phys Total:</b>					<b>47.68</b>
<b>Vendor: 5699 - Hill's Pet Nutrition Sales, Inc.</b>					
Hill's Pet Nutrition Sales, Inc.	245457980	Wet (14 cases) & Dry Kitten Food (5 bags)	82-408-53330	06/12/2023	866.48
<b>Vendor 5699 - Hill's Pet Nutrition Sales, Inc. Total:</b>					<b>866.48</b>
<b>Vendor: 6763 - Hillyard, Inc.</b>					
Hillyard, Inc.	605111121	Dish Detergent, Hand Towels, Toilet Tissue & Misc	10-510-53310	06/12/2023	2,161.59
Hillyard, Inc.	605119943	Trash Can Liners (8 Cases)	10-510-53310	06/12/2023	317.59
Hillyard, Inc.	800612023	Credit - Hand Soap (12 Cases)	10-510-53310	06/12/2023	-727.60
<b>Vendor 6763 - Hillyard, Inc. Total:</b>					<b>1,751.58</b>
<b>Vendor: 6133 - Holt &amp; Holt Funeral Homes</b>					
Holt & Holt Funeral Homes	JP3-2023048	Transport, Removal & Supplies - J. Bergmann	10-457-54051	06/12/2023	1,050.00
<b>Vendor 6133 - Holt &amp; Holt Funeral Homes Total:</b>					<b>1,050.00</b>
<b>Vendor: 1312 - Holt Texas, LTD</b>					
Holt Texas, LTD	PIKS0211233	Fuel Pump R59	10-546-54540	06/12/2023	351.26

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Holt Texas, LTD	PIKS0211313	Gaskets (2) R59	10-546-54540	06/12/2023	5.70
<b>Vendor 1312 - Holt Texas, LTD Total:</b>					<b>356.96</b>
<b>Vendor: 1229 - Hydraulic Supply &amp; Service Co.</b>					
Hydraulic Supply & Service Co.	8106321	Hydraulic Couplings (2) #178	11-620-54540	06/12/2023	93.56
Hydraulic Supply & Service Co.	8106446	Steering Cylinder Seal Kit #30	11-620-54540	06/12/2023	85.86
<b>Vendor 1229 - Hydraulic Supply &amp; Service Co. Total:</b>					<b>179.42</b>
<b>Vendor: 5558 - Jennifer C. Harris</b>					
Jennifer C. Harris	10/11/22 - 10/19/22	Appt Atty #22-093(CPS)	10-436-54020	06/12/2023	652.50
Jennifer C. Harris	10/3/22 - 11/9/22	Appt Atty #21-781(CPS)	10-436-54020	06/12/2023	765.00
Jennifer C. Harris	10/5/22 - 10/19/22	Appt Atty #21-547(CPS)	10-436-54020	06/12/2023	720.00
<b>Vendor 5558 - Jennifer C. Harris Total:</b>					<b>2,137.50</b>
<b>Vendor: 6754 - Jerry Strainer</b>					
Jerry Strainer	INV0017250	Refund Prem. Overpayment-American Fidelity & MASA	10-000-22505	06/12/2023	81.85
<b>Vendor 6754 - Jerry Strainer Total:</b>					<b>81.85</b>
<b>Vendor: 6986 - Johns Road Business Center LLC</b>					
Johns Road Business Center LLC	2035	Electric Service 9/1/22 - 9/22/22	10-438-54400	06/12/2023	95.24
<b>Vendor 6986 - Johns Road Business Center LLC Total:</b>					<b>95.24</b>
<b>Vendor: 6760 - Joseph Stephen Jones</b>					
Joseph Stephen Jones	0275121	Windshield Replacement #281	10-540-54540	06/12/2023	295.00
<b>Vendor 6760 - Joseph Stephen Jones Total:</b>					<b>295.00</b>
<b>Vendor: 1941 - K.W. Towing L.L.C.</b>					
K.W. Towing L.L.C.	45297	Hook Up Fee #2106	10-560-54981	06/12/2023	85.00
K.W. Towing L.L.C.	45298	Hook Up & Towing #2003	10-560-54981	06/12/2023	175.00
<b>Vendor 1941 - K.W. Towing L.L.C. Total:</b>					<b>260.00</b>
<b>Vendor: 1208 - Kendall Co. Treasurer</b>					
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Co Engineer	10-402-53110	06/12/2023	94.90
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Co Clerk	10-403-53110	06/12/2023	208.80
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Elections	10-404-53110	06/12/2023	203.64
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - District Court	10-435-53110	06/12/2023	0.60
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - PreTrial Svcs	10-438-53110	06/12/2023	8.40
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Dist Clerk	10-450-53110	06/12/2023	239.41
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - JP #1	10-455-53110	06/12/2023	18.00
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Crim Dist Atty	10-470-53110	06/12/2023	34.49
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Auditor	10-495-53110	06/12/2023	0.60
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Human Resources	10-496-53110	06/12/2023	5.46
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Treasurer	10-497-53110	06/12/2023	173.64
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Tax A/C	10-499-53110	06/12/2023	1,206.01
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Const #1	10-551-53110	06/12/2023	1.20
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Const #2	10-552-53110	06/12/2023	1.20
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Sheriff	10-560-53110	06/12/2023	505.20
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Juv Prob	10-570-53110	06/12/2023	2.40

**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Kendall Co. Treasurer	INV0017240	Apr '23 Postage - Health Inspector	10-636-53110	06/12/2023	1.60
Kendall Co. Treasurer	INV0017254	May '23 Postage - Co Judge	10-400-53110	06/12/2023	0.60
Kendall Co. Treasurer	INV0017254	May '23 Postage - Co Engineer	10-402-53110	06/12/2023	80.60
Kendall Co. Treasurer	INV0017254	May '23 Postage - Co Clerk	10-403-53110	06/12/2023	148.71
Kendall Co. Treasurer	INV0017254	May '23 Postage - Elections	10-404-53110	06/12/2023	326.40
Kendall Co. Treasurer	INV0017254	May '23 Postage - District Court	10-435-53110	06/12/2023	3.60
Kendall Co. Treasurer	INV0017254	May '23 Postage - PreTrial Svcs	10-438-53110	06/12/2023	7.20
Kendall Co. Treasurer	INV0017254	May '23 Postage - Dist Clerk	10-450-53110	06/12/2023	222.25
Kendall Co. Treasurer	INV0017254	May '23 Postage - JP #1	10-455-53110	06/12/2023	71.10
Kendall Co. Treasurer	INV0017254	May '23 Postage - Crim Dist Atty	10-470-53110	06/12/2023	35.39
Kendall Co. Treasurer	INV0017254	May '23 Postage - Human Resources	10-496-53110	06/12/2023	10.44
Kendall Co. Treasurer	INV0017254	May '23 Postage - Treasurer	10-497-53110	06/12/2023	126.84
Kendall Co. Treasurer	INV0017254	May '23 Postage - Tax A/C	10-499-53110	06/12/2023	883.21
Kendall Co. Treasurer	INV0017254	May '23 Postage - Const #2	10-552-53110	06/12/2023	1.20
Kendall Co. Treasurer	INV0017254	May '23 Postage - Const #3	10-553-53110	06/12/2023	0.84
Kendall Co. Treasurer	INV0017254	May '23 Postage - Sheriff	10-560-53110	06/12/2023	478.74
Kendall Co. Treasurer	INV0017254	May '23 Postage - Juv Prob	10-570-53110	06/12/2023	6.60
Kendall Co. Treasurer	INV0017254	May '23 Postage - Health Inspector	10-636-53110	06/12/2023	4.20
Kendall Co. Treasurer	INV0017254	May '23 Postage - R&B	11-620-53110	06/12/2023	7.92
<b>Vendor 1208 - Kendall Co. Treasurer Total:</b>					<b>5,121.39</b>
<b>Vendor: 1076 - Kendall Co. WCID #1</b>					
Kendall Co. WCID #1	INV0017247	Water/Sewer Charges - Comfort VFD 4/20/23-5/19/23	10-546-54400	06/12/2023	6.17
<b>Vendor 1076 - Kendall Co. WCID #1 Total:</b>					<b>6.17</b>
<b>Vendor: 5095 - Kim Howard</b>					
Kim Howard	INV0017226	Reimb Meals/Mil - Experienced Clerk Trng 5/16-5/18	10-457-54270	06/12/2023	244.63
<b>Vendor 5095 - Kim Howard Total:</b>					<b>244.63</b>
<b>Vendor: 6351 - Kirsten B. Cohoon</b>					
Kirsten B. Cohoon	INV0017237	ReimbHotel/Mil/Park-Access to Justice Trng 4/25-26	10-435-54270	06/12/2023	354.68
Kirsten B. Cohoon	INV0017238	Reimb Mileage 4/19/23 & 4/24/23	10-435-54260	06/12/2023	223.22
<b>Vendor 6351 - Kirsten B. Cohoon Total:</b>					<b>577.90</b>
<b>Vendor: 5410 - Kofile Technologies, Inc</b>					
Kofile Technologies, Inc	INV-KT-011185	Digital Archive/Repository License - Apr '23	19-403-54310	06/12/2023	4,109.78
<b>Vendor 5410 - Kofile Technologies, Inc Total:</b>					<b>4,109.78</b>
<b>Vendor: 6306 - Kristen Irvin</b>					
Kristen Irvin	INV0017236	Reimb Meals/Mil-Experienced Crt Seminar 5/15-5/18	10-458-54270	06/12/2023	285.67
<b>Vendor 6306 - Kristen Irvin Total:</b>					<b>285.67</b>
<b>Vendor: 6041 - Kyrish Truck Centers of San Antonio, LLC</b>					
Kyrish Truck Centers of San Antonio, LLC	X201313133.01	Battery Box Cover #167	11-620-54540	06/12/2023	318.53
<b>Vendor 6041 - Kyrish Truck Centers of San Antonio, LLC Total:</b>					<b>318.53</b>
<b>Vendor: 1095 - L.C.R.A.</b>					
L.C.R.A.	TCI0007974	6 Bay Charger, Lapel/Speaker Mics&Spare Batteries	55-409-53900	06/12/2023	11,125.40

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
L.C.R.A.	TCI0007974	XL200P 700/800 VHF Radios (80)	55-409-55990	06/12/2023	500,940.88
<b>Vendor 1095 - L.C.R.A. Total:</b>					<b>512,066.28</b>
<b>Vendor: 7063 - Lacey Ashworth Barriga</b>					
Lacey Ashworth Barriga	INV0017229	Guardianship Attorney/Ad Litem #22-207PR	10-400-56010	06/12/2023	1,320.00
<b>Vendor 7063 - Lacey Ashworth Barriga Total:</b>					<b>1,320.00</b>
<b>Vendor: 6914 - Ledlow Lumber &amp; Ranch Supply</b>					
Ledlow Lumber & Ranch Supply	2305-576311	Panel, Gate & Misc - Sisterdale-Lindendale Rd	11-620-54740	06/12/2023	401.60
Ledlow Lumber & Ranch Supply	2305-576461	Quikrete (10 Bags) - Waring-Welfare Rd	11-620-53604	06/12/2023	56.70
Ledlow Lumber & Ranch Supply	2305-577679	Roller Cover & Paint Tray	11-620-53330	06/12/2023	23.98
Ledlow Lumber & Ranch Supply	2305-577679	Yellow Paint (1gal) - R&B	11-620-53610	06/12/2023	49.99
Ledlow Lumber & Ranch Supply	2305-577701	Extension Pole & Can Holder	11-620-53330	06/12/2023	153.98
Ledlow Lumber & Ranch Supply	2305-578173	Keys - R&B	11-620-53330	06/12/2023	1.98
<b>Vendor 6914 - Ledlow Lumber &amp; Ranch Supply Total:</b>					<b>688.23</b>
<b>Vendor: 3110 - LexisNexis Risk Data Management,Inc</b>					
LexisNexis Risk Data Management,Inc	1008469-20230430	1008469 Apr '23 OnlineSvc Contract Fee	10-470-54240	06/12/2023	466.98
<b>Vendor 3110 - LexisNexis Risk Data Management,Inc Total:</b>					<b>466.98</b>
<b>Vendor: 1339 - LexisNexis</b>					
LexisNexis	3094510608	Online Svcs/May '23 (8 CDA Users)	10-470-54240	06/12/2023	395.00
LexisNexis	3094510608	Online Svcs/May '23 (General Counsel)	10-473-54240	06/12/2023	50.00
<b>Vendor 1339 - LexisNexis Total:</b>					<b>445.00</b>
<b>Vendor: 7109 - Light Bulb Depot 14, LLC</b>					
Light Bulb Depot 14, LLC	31586010	Recess Lights (20) - Boerne EMS	10-510-54500	06/12/2023	1,926.50
Light Bulb Depot 14, LLC	31586011	Ballast (10) - CH	10-510-54500	06/12/2023	270.00
<b>Vendor 7109 - Light Bulb Depot 14, LLC Total:</b>					<b>2,196.50</b>
<b>Vendor: 5939 - Loaded Threads Ink &amp; Stitch Co.</b>					
Loaded Threads Ink & Stitch Co.	9236	Monogram Shirts (15)	10-408-53360	06/12/2023	202.50
<b>Vendor 5939 - Loaded Threads Ink &amp; Stitch Co. Total:</b>					<b>202.50</b>
<b>Vendor: 7156 - LSQ Funding Group, L.C.</b>					
LSQ Funding Group, L.C.	7493	Prisoner Transport from FL	10-560-56071	06/12/2023	3,571.60
<b>Vendor 7156 - LSQ Funding Group, L.C. Total:</b>					<b>3,571.60</b>
<b>Vendor: 1660 - Lucy Adame-Clark, Bexar County Clerk</b>					
Lucy Adame-Clark, Bexar County Clerk	INV0017246	Mental Commitments #2023MH00750	10-400-54090	06/12/2023	676.00
<b>Vendor 1660 - Lucy Adame-Clark, Bexar County Clerk Total:</b>					<b>676.00</b>
<b>Vendor: 1948 - Matera Paper Co., Inc.</b>					
Matera Paper Co., Inc.	S152593	Trash Can Liners, Tissue Paper, Towels & Misc Supp	10-660-53310	06/12/2023	3,579.81
Matera Paper Co., Inc.	S153023	Foam Soap, Laundry Detergent, Disinfectant & Misc	10-540-53310	06/12/2023	795.76
<b>Vendor 1948 - Matera Paper Co., Inc. Total:</b>					<b>4,375.57</b>
<b>Vendor: 5697 - Matheson Tri-Gas, Inc.</b>					
Matheson Tri-Gas, Inc.	0027708479	Torch Hoses #98	11-620-53330	06/12/2023	95.85
<b>Vendor 5697 - Matheson Tri-Gas, Inc. Total:</b>					<b>95.85</b>

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 4540 - Matthew Kellogg</b>					
Matthew Kellogg	INV0017253	Refund Premium Overpayment - American Fidelity	10-000-22505	06/12/2023	404.88
<b>Vendor 4540 - Matthew Kellogg Total:</b>					<b>404.88</b>
<b>Vendor: 5478 - Mayfield Paper Company, Inc.</b>					
Mayfield Paper Company, Inc.	3266256	Pens (2 cs)	10-408-53100	06/12/2023	94.00
Mayfield Paper Company, Inc.	3266256	Jumbo Wipes (7 rolls)	10-408-53330	06/12/2023	483.00
Mayfield Paper Company, Inc.	3266256	M & L Gloves	10-408-53400	06/12/2023	126.00
<b>Vendor 5478 - Mayfield Paper Company, Inc. Total:</b>					<b>703.00</b>
<b>Vendor: 3658 - McCreary, Veselka, Bragg &amp; Allen, P.C.</b>					
McCreary, Veselka, Bragg & Allen, P.C.	269384	Collection Fees	10-350-45015	06/12/2023	130.50
McCreary, Veselka, Bragg & Allen, P.C.	269456	Collection Fees	10-350-45016	06/12/2023	340.50
McCreary, Veselka, Bragg & Allen, P.C.	269457	Collection Fees	10-350-45016	06/12/2023	1,217.70
<b>Vendor 3658 - McCreary, Veselka, Bragg &amp; Allen, P.C. Total:</b>					<b>1,688.70</b>
<b>Vendor: 6051 - Medical Air Services Association, Inc.</b>					
Medical Air Services Association, Inc.	INV0017251	1/2 Jun '23 Premium - B. Humphus	10-361-46020	06/12/2023	7.00
<b>Vendor 6051 - Medical Air Services Association, Inc. Total:</b>					<b>7.00</b>
<b>Vendor: 1335 - Melissa Arizola Nieto</b>					
Melissa Arizola Nieto	INV0017235	Reimb Meals-Experienced Crt Seminar 5/16-5/18	10-456-54270	06/12/2023	77.73
<b>Vendor 1335 - Melissa Arizola Nieto Total:</b>					<b>77.73</b>
<b>Vendor: 4405 - MetLife</b>					
MetLife	77116034	Jun '23 Dental - Bal/Co Empl & Dep	10-000-22505	06/12/2023	16,771.22
MetLife	77116034	Apr '23 Dental - Pnun	10-361-46020	06/12/2023	115.21
MetLife	77116034	Apr '23 Dental - LMk	10-361-46020	06/12/2023	33.05
MetLife	77116034	Apr '23 Dental - Mlx	10-361-46020	06/12/2023	65.22
MetLife	77116034	Jun '23 Dental - Co Surveyor	10-410-52020	06/12/2023	33.05
MetLife	77116034	1/2 Jun '23 Dental - Jzie	10-540-52020	06/12/2023	16.53
MetLife	77116034	Jun '23 Dental - Bhum	10-540-52020	06/12/2023	33.05
<b>Vendor 4405 - MetLife Total:</b>					<b>17,067.33</b>
<b>Vendor: 3831 - Midtex Oil, L.P.</b>					
Midtex Oil, L.P.	274935A	15W40 Oil (211gal) - Shop	11-620-53300	06/12/2023	2,940.74
<b>Vendor 3831 - Midtex Oil, L.P. Total:</b>					<b>2,940.74</b>
<b>Vendor: 5113 - Miguel &amp; Leugim Tire Shop</b>					
Miguel & Leugim Tire Shop	7079	Flat Repairs #121 & #130	11-620-54540	06/12/2023	80.00
Miguel & Leugim Tire Shop	7080	Flat Repair #10	11-620-54540	06/12/2023	40.00
Miguel & Leugim Tire Shop	7086	Install Valve Stem #121	11-620-54540	06/12/2023	15.00
<b>Vendor 5113 - Miguel &amp; Leugim Tire Shop Total:</b>					<b>135.00</b>
<b>Vendor: 6590 - MVBA, LLC</b>					
MVBA, LLC	270075	Collection Fees	10-540-54075	06/12/2023	24.18
<b>Vendor 6590 - MVBA, LLC Total:</b>					<b>24.18</b>
<b>Vendor: 6454 - New Braunfels Welders Supply Inc</b>					
New Braunfels Welders Supply Inc	328930	Medical Oxygen Cylinders (7)	10-540-53910	06/12/2023	89.50

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
New Braunfels Welders Supply Inc	MR23040452	Oxygen Cylinder Rentals (18)	10-540-54861	06/12/2023	117.00
<b>Vendor 6454 - New Braunfels Welders Supply Inc Total:</b>					<b>206.50</b>
<b>Vendor: 5129 - Nolans Office Products, Inc.</b>					
Nolans Office Products, Inc.	162473	Copy Paper, Pens, Rubber Bands & Misc Supplies	10-499-53100	06/12/2023	274.79
<b>Vendor 5129 - Nolans Office Products, Inc. Total:</b>					<b>274.79</b>
<b>Vendor: 5735 - NSTS, LLC</b>					
NSTS, LLC	7317	15" White Tape (187.5sqft)	11-620-53603	06/12/2023	300.00
<b>Vendor 5735 - NSTS, LLC Total:</b>					<b>300.00</b>
<b>Vendor: 7159 - Ogle Law PLLC</b>					
Ogle Law PLLC	INV0017245	Guardianship Attorney/Ad Litem #22-207PR	10-400-56010	06/12/2023	750.00
<b>Vendor 7159 - Ogle Law PLLC Total:</b>					<b>750.00</b>
<b>Vendor: 1874 - OmniBase Services of Texas, LP</b>					
OmniBase Services of Texas, LP	123-003130	FTA Fees (Jan, Feb, Mar '23)	10-350-45015	06/12/2023	174.00
<b>Vendor 1874 - OmniBase Services of Texas, LP Total:</b>					<b>174.00</b>
<b>Vendor: 5843 - Onsite Pro Can</b>					
Onsite Pro Can	28849	Portable Rentals(4) 4/28/23-5/26/23-JKRB/KCNA/JSPP	10-660-54861	06/12/2023	380.00
<b>Vendor 5843 - Onsite Pro Can Total:</b>					<b>380.00</b>
<b>Vendor: 5491 - O'Reilly Automotive, Inc.</b>					
O'Reilly Automotive, Inc.	4732-368470	CAM Sensor #2710	87-560-54540	06/12/2023	40.08
O'Reilly Automotive, Inc.	4732-370221	Int. Door Handle #2305	10-560-54540	06/12/2023	22.33
O'Reilly Automotive, Inc.	4732-370901	Mold Release Agent #10	11-620-54540	06/12/2023	18.43
O'Reilly Automotive, Inc.	4732-371082	Thermostat #281	10-540-54540	06/12/2023	14.99
O'Reilly Automotive, Inc.	4732-371418	Seat Cushion #1308	10-540-54540	06/12/2023	161.39
O'Reilly Automotive, Inc.	4732-372457	Tie Rod & Control Arm Assembly (4) #112	10-636-54540	06/12/2023	320.79
O'Reilly Automotive, Inc.	4732-373027	Lamp Housing #282	10-540-54540	06/12/2023	27.43
O'Reilly Automotive, Inc.	4732-373253	Tie Rod #112	10-636-54540	06/12/2023	36.81
O'Reilly Automotive, Inc.	4732-373265	Spring Compressor Tool - Shop	11-620-53330	06/12/2023	49.99
O'Reilly Automotive, Inc.	4732-374224	Crank Seal #1905	10-560-54540	06/12/2023	11.63
O'Reilly Automotive, Inc.	4732-374718	Air Filters #151, Stock	11-620-54540	06/12/2023	188.30
<b>Vendor 5491 - O'Reilly Automotive, Inc. Total:</b>					<b>892.17</b>
<b>Vendor: 7089 - Pamela M Hodges</b>					
Pamela M Hodges	INV0017244	Contract Labor/Apr '23	10-400-54860	06/12/2023	1,000.00
Pamela M Hodges	INV0017244	Contract Labor/May '23	10-400-54860	06/12/2023	1,000.00
<b>Vendor 7089 - Pamela M Hodges Total:</b>					<b>2,000.00</b>
<b>Vendor: 6721 - PCs2U, Inc</b>					
PCs2U, Inc	903	Cylance Antivirus/Mar '23	10-415-54523	06/12/2023	1,762.25
PCs2U, Inc	910	Cylance Antivirus/Apr '23	10-415-54523	06/12/2023	1,729.00
<b>Vendor 6721 - PCs2U, Inc Total:</b>					<b>3,491.25</b>

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 3877 - Pitney Bowes Global Financial Services LLC</b>					
Pitney Bowes Global Financial Services LLC	3317492664	Postage Machine Lease 3/30/23 - 6/29/23	10-409-54621	06/12/2023	1,026.39
<b>Vendor 3877 - Pitney Bowes Global Financial Services LLC Total:</b>					<b>1,026.39</b>
<b>Vendor: 7131 - Primary Pharmaceuticals, Inc</b>					
Primary Pharmaceuticals, Inc	NO S 29260	Medication	10-540-53910	06/12/2023	434.99
<b>Vendor 7131 - Primary Pharmaceuticals, Inc Total:</b>					<b>434.99</b>
<b>Vendor: 5506 - Rebecca Katherine Fincke</b>					
Rebecca Katherine Fincke	INV0017231	Reimb Local Mileage 4/21 - 5/6	10-404-54260	06/12/2023	32.23
<b>Vendor 5506 - Rebecca Katherine Fincke Total:</b>					<b>32.23</b>
<b>Vendor: 1121 - Reeh Quarry, LP</b>					
Reeh Quarry, LP	149168	Grade 2 Base (750.34Tons)-Upper Sisterdale Rd	11-620-53615	06/12/2023	9,341.73
<b>Vendor 1121 - Reeh Quarry, LP Total:</b>					<b>9,341.73</b>
<b>Vendor: 5356 - Republic Services #859</b>					
Republic Services #859	0859-003458702	3-0859-0002667 6/1/23 - 6/30/23 JSPP	10-660-54400	06/12/2023	188.46
Republic Services #859	0859-003458888	3-0859-0011272 6/1/23 - 6/30/23 Animal Control	10-408-54400	06/12/2023	379.85
Republic Services #859	0859-003458909	3-0859-0012285 6/1/23 - 6/30/23 Mark Twain	10-660-54400	06/12/2023	128.47
Republic Services #859	0859-003464761	3-0859-0124461 6/1/23 - 6/30/23 R&B	11-620-54400	06/12/2023	233.46
Republic Services #859	0859-003464774	3-0859-0127886 6/1/23 - 6/30/23 EMS Comfort	10-540-54400	06/12/2023	65.16
<b>Vendor 5356 - Republic Services #859 Total:</b>					<b>995.40</b>
<b>Vendor: 3825 - Reserve Account #10530426</b>					
Reserve Account #10530426	INV0017241	Postage Advance	10-409-53110	06/12/2023	2,000.00
<b>Vendor 3825 - Reserve Account #10530426 Total:</b>					<b>2,000.00</b>
<b>Vendor: 3460 - Royal Metal - Boerne</b>					
Royal Metal - Boerne	8046178	Metal Sheets & Hardware - Comfort EMS Roof Repair	10-510-54500	06/12/2023	273.36
Royal Metal - Boerne	8046270	Roof Screws - Comfort EMS	10-510-54500	06/12/2023	31.66
Royal Metal - Boerne	8046274	Sealant Tape - Comfort EMS	10-510-54500	06/12/2023	2.69
<b>Vendor 3460 - Royal Metal - Boerne Total:</b>					<b>307.71</b>
<b>Vendor: 5873 - Sam R. Fugate II</b>					
Sam R. Fugate II	5/25/2023 - 5/25/23	Appt Atty #8443	10-435-54020	06/12/2023	350.00
Sam R. Fugate II	5/25/23 - 5/25/23	Appt Atty #9064	10-435-54020	06/12/2023	425.00
<b>Vendor 5873 - Sam R. Fugate II Total:</b>					<b>775.00</b>
<b>Vendor: 2442 - Schaetter's Funeral Home, Inc.</b>					
Schaetter's Funeral Home, Inc.	INV0017180	Transport & Removal - D. Avalos	10-458-54051	06/12/2023	1,232.00
<b>Vendor 2442 - Schaetter's Funeral Home, Inc. Total:</b>					<b>1,232.00</b>
<b>Vendor: 6969 - Scheibe Consulting, LLC</b>					
Scheibe Consulting, LLC	00221-10	Apr '23/Cypress Creek Feasibility Study	10-401-56096	06/12/2023	19,385.00
Scheibe Consulting, LLC	00221-9	Feb-Mar '23/Cypress Creek Feasibility Study	10-401-56096	06/12/2023	39,293.75
<b>Vendor 6969 - Scheibe Consulting, LLC Total:</b>					<b>58,678.75</b>



**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 5469 - South Texas Outfitters</b>					
South Texas Outfitters	23-0246	Bumper #2362	10-552-55200	06/12/2023	3,100.00
<b>Vendor 5469 - South Texas Outfitters Total:</b>					<b>3,100.00</b>
<b>Vendor: 2970 - Staci Decker</b>					
Staci Decker	INV0017232	Reimb Local Mileage 3/8 - 5/6	10-404-54260	06/12/2023	160.34
<b>Vendor 2970 - Staci Decker Total:</b>					<b>160.34</b>
<b>Vendor: 6402 - Stephanie L. Fincke</b>					
Stephanie L. Fincke	INV0017239	POD Svc Reimb/May '23	10-406-54861	06/12/2023	140.00
<b>Vendor 6402 - Stephanie L. Fincke Total:</b>					<b>140.00</b>
<b>Vendor: 3774 - Stephen Zoeller</b>					
Stephen Zoeller	INV0017179	Reimb Hotel/Meals - TCAAA Spring Retreat 4/25-4/26	10-665-54910	06/12/2023	50.00
<b>Vendor 3774 - Stephen Zoeller Total:</b>					<b>50.00</b>
<b>Vendor: 4029 - Stericycle, Inc.</b>					
Stericycle, Inc.	4011805185	Biohazard Waste Removal/Jun '23	10-540-54861	06/12/2023	103.03
<b>Vendor 4029 - Stericycle, Inc. Total:</b>					<b>103.03</b>
<b>Vendor: 6843 - Steven Wayne Rapp</b>					
Steven Wayne Rapp	23-05	Canine & Feline Exam Services/May '23	10-408-53400	06/12/2023	400.00
<b>Vendor 6843 - Steven Wayne Rapp Total:</b>					<b>400.00</b>
<b>Vendor: 3524 - Stryker Sales, LLC</b>					
Stryker Sales, LLC	4171647M	Stair Chairs (2) w/ Accessories	10-540-55400	06/12/2023	8,559.92
<b>Vendor 3524 - Stryker Sales, LLC Total:</b>					<b>8,559.92</b>
<b>Vendor: 6993 - Sun Life Assurance Company of Canada</b>					
Sun Life Assurance Company of Canada	955129-0001 5/18/23	Jun '23 Life - Bal/Co Emp & Dep	10-000-22505	06/12/2023	9,670.85
Sun Life Assurance Company of Canada	955129-0001 5/18/23	May '23 Life - Bhum	10-540-52020	06/12/2023	15.50
<b>Vendor 6993 - Sun Life Assurance Company of Canada Total:</b>					<b>9,686.35</b>
<b>Vendor: 5441 - Susan Jackson, District Clerk</b>					
Susan Jackson, District Clerk	CK 1699	P/J Cash Payouts & Donations 5/15/23 #8946	10-435-54850	06/12/2023	798.00
Susan Jackson, District Clerk	CK 1704	G/J Cash Payouts & Donations 5/23/23	10-435-54850	06/12/2023	440.00
<b>Vendor 5441 - Susan Jackson, District Clerk Total:</b>					<b>1,238.00</b>
<b>Vendor: 6312 - Teleflex LLC</b>					
Teleflex LLC	9506994107	EZ-IO 25MM Needles (2 Boxes)	10-540-53910	06/12/2023	1,115.50
<b>Vendor 6312 - Teleflex LLC Total:</b>					<b>1,115.50</b>
<b>Vendor: 1053 - Texas Association of Counties</b>					
Texas Association of Counties	240277 1/1/23	2023 JPCA Membership Dues - K. Howard	10-457-54810	06/12/2023	45.00
<b>Vendor 1053 - Texas Association of Counties Total:</b>					<b>45.00</b>
<b>Vendor: 4911 - Texas Hydraulics &amp; Pneumatics</b>					
Texas Hydraulics & Pneumatics	75142	Cylinder Rebuild - Vehicle Lift	11-620-53330	06/12/2023	275.00
<b>Vendor 4911 - Texas Hydraulics &amp; Pneumatics Total:</b>					<b>275.00</b>

**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
<b>Vendor: 7073 - Texas Lock &amp; Door Closer, Inc.</b>					
Texas Lock & Door Closer, Inc.	223464	Key Copies - JP #2	10-510-53330	06/12/2023	79.00
<b>Vendor 7073 - Texas Lock &amp; Door Closer, Inc. Total:</b>					<b>79.00</b>
<b>Vendor: 6873 - Texas Materials Group, Inc.</b>					
Texas Materials Group, Inc.	201192722	Type D Asphalt (164.33Tons) - EMS Parking Lot	10-540-55130	06/12/2023	12,117.04
<b>Vendor 6873 - Texas Materials Group, Inc. Total:</b>					<b>12,117.04</b>
<b>Vendor: 6445 - Texas Road Repair, Inc</b>					
Texas Road Repair, Inc	1634	Pot Hole Repair - R&B	11-620-54710	06/12/2023	1,687.51
Texas Road Repair, Inc	1636	Seal Coat Prep - R&B	11-620-54720	06/12/2023	3,375.00
<b>Vendor 6445 - Texas Road Repair, Inc Total:</b>					<b>5,062.51</b>
<b>Vendor: 1241 - Texas State University</b>					
Texas State University	67362	Regis-Virtual Legis. Update 8/23/23 - M. Hansen	10-455-54270	06/12/2023	50.00
Texas State University	67509	Regis - Legis. Update 8/23 & 9/6 - M. VanStavern	10-455-54270	06/12/2023	50.00
<b>Vendor 1241 - Texas State University Total:</b>					<b>100.00</b>
<b>Vendor: 1275 - The Boerne Star</b>					
The Boerne Star	13687	4/23 Public Notice - Joint Election 5/6/23	10-404-54842	06/12/2023	145.00
The Boerne Star	13688	4/30 Public Notice - Joint Election 5/6/23	10-404-54842	06/12/2023	145.00
The Boerne Star	14125	Public Notice - Seal Coat Bid 2023-03 5/7/23	11-620-54300	06/12/2023	120.00
The Boerne Star	14126	Public Notice - Seal Coat Bid 2023-03 5/14/23	11-620-54300	06/12/2023	120.00
<b>Vendor 1275 - The Boerne Star Total:</b>					<b>530.00</b>
<b>Vendor: 5649 - The Graphix House</b>					
The Graphix House	4011	Graphics #2362	10-552-55200	06/12/2023	800.00
<b>Vendor 5649 - The Graphix House Total:</b>					<b>800.00</b>
<b>Vendor: 1092 - Thomson Reuters - West</b>					
Thomson Reuters - West	848330484.	2023 Texas Rules of Court State Book	10-456-53100	06/12/2023	216.00
<b>Vendor 1092 - Thomson Reuters - West Total:</b>					<b>216.00</b>
<b>Vendor: 7152 - True North Consulting Group, LLC</b>					
True North Consulting Group, LLC	E-23-0216-02	Access Controls Assessment Svcs through 5/31/23	10-401-56032	06/12/2023	5,575.00
<b>Vendor 7152 - True North Consulting Group, LLC Total:</b>					<b>5,575.00</b>
<b>Vendor: 4523 - Tyler Technologies, Inc.</b>					
Tyler Technologies, Inc.	020-143335	Jul'23 - Sep'23 Hosting Fee - Co Clerk	19-403-54523	06/12/2023	6,300.00
Tyler Technologies, Inc.	020-14335	Jul'23 - Sep'23 Hosting Fee - District Clerk	25-450-54523	06/12/2023	4,500.00
Tyler Technologies, Inc.	025-423720	Incode ERP Pro 7/1/23-6/30/24	10-495-54523	06/12/2023	47,034.86
<b>Vendor 4523 - Tyler Technologies, Inc. Total:</b>					<b>57,834.86</b>
<b>Vendor: 3985 - USABlueBook</b>					
USABlueBook	INV00003596	Colorimeter, Chemical Resist Gloves & Thermometer	10-402-53330	06/12/2023	1,000.33
<b>Vendor 3985 - USABlueBook Total:</b>					<b>1,000.33</b>
<b>Vendor: 1476 - VFIS of Texas</b>					
VFIS of Texas	6927	EMS Insurance Pkg & Auto Renewal 6/1/23 - 6/1/24	10-540-54820	06/12/2023	56,163.00

## Accounts Payable Claims

Post Dates: 6/12/2023 - 6/12/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
VFIS of Texas	7278	Credit - Removal of Ambulance VIN #0171	10-540-54820	06/12/2023	-4,539.00
<b>Vendor 1476 - VFIS of Texas Total:</b>					<b>51,624.00</b>
<b>Vendor: 1017 - W &amp; W Tire Co.</b>					
W & W Tire Co.	513091	Tire #3012	10-660-54540	06/12/2023	98.00
<b>Vendor 1017 - W &amp; W Tire Co. Total:</b>					<b>98.00</b>
<b>Vendor: 7154 - Wallis Abigail Ottmers</b>					
Wallis Abigail Ottmers	INV0017230	Refund Large Pavilion Cancellation 5/28/23	10-341-44515	06/12/2023	160.00
<b>Vendor 7154 - Wallis Abigail Ottmers Total:</b>					<b>160.00</b>
<b>Vendor: 1161 - Waste Management</b>					
Waste Management	8546621-0007-2	Cust ID #65456-33006 Jun '23 Jail	10-512-54400	06/12/2023	521.61
Waste Management	8546981-0007-0	Cust ID #75166-33006 Jun '23 Courthouse	10-510-54400	06/12/2023	206.47
Waste Management	8548945-0007-3	Cust ID #11-39148-83001 Jun '23 Fawn Valley	10-510-54400	06/12/2023	33.12
Waste Management	8550747-0007-8	Cust ID #19-50409-33006 Jun '23 EMS	10-540-54400	06/12/2023	90.35
Waste Management	8553548-0007-7	Cust ID #25-37961-63003 Jun '23 10 Staudt St.	10-510-54400	06/12/2023	206.47
<b>Vendor 1161 - Waste Management Total:</b>					<b>1,058.02</b>
<b>Vendor: 7157 - Wilfred Gary Jaimes</b>					
Wilfred Gary Jaimes	INV0017228	Reimb - CDL License	11-620-54810	06/12/2023	105.00
<b>Vendor 7157 - Wilfred Gary Jaimes Total:</b>					<b>105.00</b>
<b>Vendor: 3208 - WTG Fuels, Inc.</b>					
WTG Fuels, Inc.	03914 6/1/23	15006-03914 May '23 Const #1	10-551-53300	06/12/2023	60.01
WTG Fuels, Inc.	03914 6/1/23	15006-03914 May '23 Const #1 (Svc Fees)	10-551-53300	06/12/2023	1.80
WTG Fuels, Inc.	33161 6/1/23	15006-33161 May '23 Animal Control	10-408-53300	06/12/2023	1,342.08
WTG Fuels, Inc.	33161 6/1/23	15006-33161 May '23 Animal Control (Svc Fees)	10-408-53300	06/12/2023	40.26
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 IT	10-415-53300	06/12/2023	30.57
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 IT (Svc Fees)	10-415-53300	06/12/2023	0.92
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Pre Trial	10-438-53300	06/12/2023	44.70
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Pre Trial (Svc Fees)	10-438-53300	06/12/2023	1.34
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Crime Victims (Svc Fees)	10-470-53300	06/12/2023	2.96
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Crime Victims	10-470-53300	06/12/2023	98.95
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Courthouse	10-510-53300	06/12/2023	494.52
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Courthouse (Svc Fees)	10-510-53300	06/12/2023	14.84
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Juv Prob	10-570-53300	06/12/2023	40.63
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Juv Prob (Svc Fees)	10-570-53300	06/12/2023	1.22
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Health Insp	10-636-53300	06/12/2023	118.25
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Health Insp (Svc Fees)	10-636-53300	06/12/2023	3.55
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Parks (Svc Fees)	10-660-53300	06/12/2023	45.55
WTG Fuels, Inc.	33164 6/1/23	15006-33164 May '23 Parks	10-660-53300	06/12/2023	1,518.38
WTG Fuels, Inc.	33165 6/1/23	15006-33165 May '23 Engineer (Svc Fees)	10-402-53300	06/12/2023	12.78
WTG Fuels, Inc.	33165 6/1/23	15006-33165 May '23 Engineer	10-402-53300	06/12/2023	425.99
WTG Fuels, Inc.	33166 6/1/23	15006-33166 May '23 EMS (Svc Fees)	10-540-53300	06/12/2023	147.20
WTG Fuels, Inc.	33166 6/1/23	15006-33166 May '23 EMS	10-540-53300	06/12/2023	4,906.54
WTG Fuels, Inc.	33169 6/1/23	15006-33169 May '23 SO	10-560-53300	06/12/2023	16,693.63

**Accounts Payable Claims**
**Post Dates: 6/12/2023 - 6/12/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
WTG Fuels, Inc.	33169 6/1/23	15006-33169 May '23 SO (Svc Fees)	10-560-53300	06/12/2023	500.81
WTG Fuels, Inc.	33170 6/1/23	15006-33170 May '23 Ext Svcs (Svc Fees)	10-665-53300	06/12/2023	6.94
WTG Fuels, Inc.	33170 6/1/23	15006-33170 May '23 Ext Svcs	10-665-53300	06/12/2023	231.41
WTG Fuels, Inc.	33171 6/1/23	15006-33171 May '23 Detention	10-512-53300	06/12/2023	1,145.85
WTG Fuels, Inc.	33171 6/1/23	15006-33171 May '23 Detention (Svc Fees)	10-512-53300	06/12/2023	34.38
WTG Fuels, Inc.	45094 6/1/23	15006-45094 May '23 Const #2 (Svc Fees)	10-552-53300	06/12/2023	9.60
WTG Fuels, Inc.	45094 6/1/23	15006-45094 May '23 Const #2	10-552-53300	06/12/2023	319.85
WTG Fuels, Inc.	45095 6/1/23	15006-45095 May '23 Const #3 (Svc Fees)	10-553-53300	06/12/2023	5.33
WTG Fuels, Inc.	45095 6/1/23	15006-45095 May '23 Const #3	10-553-53300	06/12/2023	177.55
WTG Fuels, Inc.	45096 6/1/23	15006-45096 May '23 Const #4 (Svc Fees)	10-554-53300	06/12/2023	3.11
WTG Fuels, Inc.	45096 6/1/23	15006-45096 May '23 Const #4	10-554-53300	06/12/2023	103.60
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 EmergMgt (Svc Fees)	10-406-53300	06/12/2023	2.59
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 EmergMgt	10-406-53300	06/12/2023	86.22
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 Rural Fire	10-545-53300	06/12/2023	214.57
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 Rural Fire (Svc Fees)	10-545-53300	06/12/2023	6.44
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 Dep. Fire Marshal	43-545-53300	06/12/2023	266.24
WTG Fuels, Inc.	46306 6/1/23	15006-46306 May '23 Dep. Fire Marshal (Svc Fees)	43-545-53300	06/12/2023	7.98
<b>Vendor 3208 - WTG Fuels, Inc. Total:</b>					<b>29,169.14</b>

**Vendor: 6440 - Xerox Business Solutions Southwest**

Xerox Business Solutions Southwest	IN4376195	Freight Charge - Copy Machine Repair Part	10-404-53100	06/12/2023	25.00
<b>Vendor 6440 - Xerox Business Solutions Southwest Total:</b>					<b>25.00</b>
<b>Grand Total:</b>					<b>1,626,479.66</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
10 - GENERAL FUND	449,793.86
11 - ROAD AND BRIDGE	34,499.92
13 - COURTHOUSE SECURITY	891.88
19 - COUNTY CLERK RECORD	10,409.78
24 - COUNTY DISPUTE RESOLUTION FUND	3,480.00
25 - DISTRICT CLERK RECORD	4,500.00
43 - FIRE INSPECTION & PERMIT FUND	316.03
50 - CRIME VICTIMS GRANT	81.34
55 - CORONAVIRUS LOCAL FISC RECVY FUNDS	512,066.28
70 - CAPITAL PROJECTS - 2022 TAX NOTE	609,371.48
80 - TOBACCO SETTLEMENT	162.53
82 - COUNTY DONATIONS	866.48
87 - S.O. FEDERAL ASSET FORF	40.08
<b>Grand Total:</b>	<b>1,626,479.66</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
10-000-22505	Accrued Payroll Benefits	26,928.80
10-341-44515	Parks Rental Fee	160.00
10-350-45015	J.P. #3 Fines	304.50
10-350-45016	J.P. #4 Fines	1,558.20
10-361-46020	Refunds	832.08
10-400-53100	Office Supplies	264.89
10-400-53110	Postage	0.60
10-400-54090	Committing Mentally Ill	676.00
10-400-54210	Cell Phones	83.85
10-400-54860	Contract Labor	2,000.00
10-400-56010	Contingencies - Legal	2,070.00
10-401-54210	Cell Phones	162.68
10-401-56032	Contingencies - County St	5,575.00
10-401-56096	Contingencies - Mobility I	58,678.75
10-402-53100	Office Supplies	259.97
10-402-53110	Postage	175.50
10-402-53300	Fuel & Oil	438.77
10-402-53330	Operating	1,040.33
10-402-54210	Cell Phones	265.85
10-402-54861	Contract Services	3,465.00
10-403-53100	Office Supplies	547.94
10-403-53110	Postage	357.51
10-403-54210	Cell Phones	40.67

## Account Summary

Account Number	Account Name	Expense Amount
10-404-53100	Office Supplies	25.00
10-404-53110	Postage	530.04
10-404-54200	Telephone	0.16
10-404-54210	Cell Phones	40.67
10-404-54260	Mileage	192.57
10-404-54842	Election Expense	290.00
10-404-54999	Other Services & Charges	156.25
10-406-53300	Fuel & Oil	88.81
10-406-54210	Cell Phones	44.00
10-406-54861	Contract Services	140.00
10-408-53100	Office Supplies	94.00
10-408-53300	Fuel & Oil	1,382.34
10-408-53330	Operating	483.00
10-408-53360	Uniforms	202.50
10-408-53400	Vet Supplies	1,610.68
10-408-54400	Utilities	1,921.99
10-408-54540	Vehicle - Repair & Maint	5.33
10-408-54861	Contract Services	100.00
10-409-53110	Postage	2,000.00
10-409-54052	Pauper Burial	1,600.00
10-409-54621	Lease Postage Equipment	1,026.39
10-410-52020	Group Insurance	33.05
10-415-53300	Fuel & Oil	31.49
10-415-53330	Operating	458.59
10-415-54210	Cell Phones	170.21
10-415-54240	Internet Services	3,178.11
10-415-54270	Conference/Training	169.91
10-415-54523	Software Maintenance	3,491.25
10-415-54540	Vehicle - Repair & Maint	4.49
10-415-55900	Other Capital Outlay	16,712.29
10-435-53110	Postage	4.20
10-435-54020	Legal	2,400.00
10-435-54089	Special Court Reporter	539.90
10-435-54092	Interpreter	738.26
10-435-54210	Cell Phones	83.85
10-435-54240	Internet Services	31.25
10-435-54260	Mileage	223.22
10-435-54270	Conference/Training	354.68
10-435-54850	Juror Expense	1,772.00
10-436-54020	Legal	3,082.50
10-438-53110	Postage	15.60
10-438-53300	Fuel & Oil	46.04

## Account Summary

Account Number	Account Name	Expense Amount
10-438-54210	Cell Phones	122.01
10-438-54270	Conference/Training	403.48
10-438-54400	Utilities	204.30
10-438-54523	Software Maintenance	312.00
10-450-53100	Office Supplies	837.75
10-450-53110	Postage	461.66
10-450-54210	Cell Phones	81.34
10-455-53110	Postage	89.10
10-455-54051	Autopsy	531.50
10-455-54200	Telephone	0.01
10-455-54210	Cell Phones	40.67
10-455-54240	Internet Services	30.00
10-455-54270	Conference/Training	100.00
10-456-53100	Office Supplies	739.76
10-456-54200	Telephone	0.01
10-456-54210	Cell Phones	40.67
10-456-54240	Internet Services	30.00
10-456-54270	Conference/Training	193.04
10-457-53100	Office Supplies	480.83
10-457-54051	Autopsy	1,050.00
10-457-54092	Interpreter	369.13
10-457-54200	Telephone	0.03
10-457-54210	Cell Phones	40.67
10-457-54240	Internet Services	33.00
10-457-54270	Conference/Training	244.63
10-457-54810	Dues	45.00
10-458-53100	Office Supplies	29.99
10-458-54051	Autopsy	1,232.00
10-458-54200	Telephone	81.60
10-458-54210	Cell Phones	40.67
10-458-54240	Internet Services	179.95
10-458-54270	Conference/Training	285.67
10-458-54400	Utilities	218.40
10-470-53110	Postage	69.88
10-470-53300	Fuel & Oil	101.91
10-470-54020	Legal	416.85
10-470-54200	Telephone	0.10
10-470-54210	Cell Phones	246.53
10-470-54240	Internet Services	861.98
10-473-53330	Operating	1,478.00
10-473-54210	Cell Phones	40.67
10-473-54240	Internet Services	50.00

## Account Summary

Account Number	Account Name	Expense Amount
10-495-53110	Postage	0.60
10-495-54210	Cell Phones	40.67
10-495-54523	Software Maintenance	47,034.86
10-496-53100	Office Supplies	113.98
10-496-53110	Postage	15.90
10-496-54200	Telephone	0.02
10-496-54210	Cell Phones	40.67
10-497-53100	Office Supplies	255.93
10-497-53110	Postage	300.48
10-499-53100	Office Supplies	274.79
10-499-53110	Postage	2,089.22
10-510-53300	Fuel & Oil	509.36
10-510-53310	Custodial Supplies	1,751.58
10-510-53330	Operating	390.55
10-510-53360	Uniforms	404.53
10-510-54200	Telephone	0.04
10-510-54210	Cell Phones	124.52
10-510-54400	Utilities	10,865.73
10-510-54500	Buildings - Repair & Maint	12,072.85
10-510-54861	Contract Services	1,683.47
10-512-53300	Fuel & Oil	1,180.23
10-512-53330	Operating	3,449.19
10-512-54400	Utilities	11,689.91
10-512-54540	Vehicle - Repair & Maint	21.34
10-512-54861	Contract Services	6,497.85
10-540-52020	Group Insurance	65.08
10-540-53300	Fuel & Oil	5,053.74
10-540-53310	Custodial Supplies	795.76
10-540-53330	Operating	22.98
10-540-53910	Medical Supplies	8,274.13
10-540-54075	EMS Billing Collections	24.18
10-540-54200	Telephone	41.82
10-540-54210	Cell Phones	268.47
10-540-54240	Internet Services	450.95
10-540-54400	Utilities	1,845.90
10-540-54540	Vehicle - Repair & Maint	1,144.87
10-540-54820	Property & Liab Insurance	51,624.00
10-540-54861	Contract Services	385.18
10-540-55130	Capital Projects-Building C	20,617.04
10-540-55400	Small Operating Equipme	8,559.92
10-540-55900	Other Capital Outlay	4,900.00
10-542-54531	Small Equip - Repair & Ma	19.43



## Account Summary

Account Number	Account Name	Expense Amount
10-543-54400	Utilities	44.11
10-545-53300	Fuel & Oil	221.01
10-545-54210	Cell Phones	41.81
10-545-54540	Vehicle - Repair & Maint	21.33
10-546-54050	Medical-Other	664.82
10-546-54200	Telephone	84.10
10-546-54400	Utilities	232.89
10-546-54540	Vehicle - Repair & Maint	410.47
10-548-54200	Telephone	96.90
10-548-54400	Utilities	294.79
10-549-54200	Telephone	87.60
10-549-54400	Utilities	240.04
10-551-53110	Postage	1.20
10-551-53300	Fuel & Oil	61.81
10-551-54210	Cell Phones	40.67
10-551-54240	Internet Services	30.00
10-552-53110	Postage	33.07
10-552-53300	Fuel & Oil	329.45
10-552-54240	Internet Services	30.00
10-552-55200	Vehicle Purchase/Total Va	3,900.00
10-553-53110	Postage	0.84
10-553-53300	Fuel & Oil	182.88
10-553-54210	Cell Phones	40.67
10-553-54240	Internet Services	30.00
10-554-53300	Fuel & Oil	106.71
10-554-54240	Internet Services	30.00
10-560-53100	Office Supplies	992.10
10-560-53110	Postage	983.94
10-560-53300	Fuel & Oil	18,044.44
10-560-53360	Uniforms	144.00
10-560-54200	Telephone	41.60
10-560-54210	Cell Phones	529.23
10-560-54240	Internet Services	1,710.00
10-560-54400	Utilities	538.70
10-560-54540	Vehicle - Repair & Maint	126.16
10-560-54861	Contract Services	68.34
10-560-54981	Towing/County	260.00
10-560-56071	Contingencies - Prisoner E	3,571.60
10-570-53110	Postage	9.00
10-570-53300	Fuel & Oil	41.85
10-570-54210	Cell Phones	81.34
10-579-54200	Telephone	0.22

## Account Summary

Account Number	Account Name	Expense Amount
10-579-54400	Utilities	908.53
10-579-54861	Contract Services	180.35
10-595-53360	Uniforms	25.47
10-595-53900	Grant Expenditures	33,118.10
10-595-54210	Cell Phones	49.66
10-595-54400	Utilities	72.67
10-596-53360	Uniforms	46.17
10-596-54210	Cell Phones	49.66
10-597-53330	Operating	29.00
10-597-53360	Uniforms	25.47
10-597-54400	Utilities	62.16
10-635-54200	Telephone	0.08
10-636-53110	Postage	5.80
10-636-53300	Fuel & Oil	121.80
10-636-53330	Operating	144.60
10-636-54240	Internet Services	60.00
10-636-54270	Conference/Training	109.39
10-636-54540	Vehicle - Repair & Maint	537.02
10-660-53300	Fuel & Oil	1,563.93
10-660-53310	Custodial Supplies	3,579.81
10-660-53330	Operating	4,524.00
10-660-53360	Uniforms	256.92
10-660-54400	Utilities	927.85
10-660-54540	Vehicle - Repair & Maint	124.66
10-660-54861	Contract Services	504.66
10-665-53300	Fuel & Oil	238.35
10-665-54200	Telephone	0.04
10-665-54910	Stock Shows	50.00
11-620-53100	Office Supplies	251.44
11-620-53110	Postage	7.92
11-620-53300	Fuel & Oil	10,829.29
11-620-53330	Operating	1,663.13
11-620-53360	Uniforms	1,261.07
11-620-53603	Signs & Barricades	300.00
11-620-53604	Cement & Readymix	56.70
11-620-53610	Paint, Chemicals & Herbici	634.71
11-620-53615	Aggregates & Emulsions	9,341.73
11-620-54200	Telephone	40.80
11-620-54210	Cell Phones	81.34
11-620-54240	Internet Services	179.95
11-620-54300	Bidding & Notices	240.00
11-620-54400	Utilities	821.46

Account Summary

Account Number	Account Name	Expense Amount
11-620-54540	Vehicle - Repair & Maint	3,184.90
11-620-54710	Cont Serv - Pothole Repair	1,687.51
11-620-54720	Cont Serv - Seal Coat Wor	3,375.00
11-620-54740	Cont Serv - New Rd Const	401.60
11-620-54810	Dues	105.00
11-620-54861	Contract Services	36.37
13-510-53330	Operating	891.88
19-403-54310	Imaging - New Records	4,109.78
19-403-54523	Software Maintenance	6,300.00
24-435-54999	Other Services & Charges	3,480.00
25-450-54523	Software Maintenance	4,500.00
43-545-53300	Fuel & Oil	274.22
43-545-54210	Cell Phones	41.81
50-475-54210	Cell Phones	81.34
55-409-53900	Grant Expenditures	11,125.40
55-409-55990	Other Capital Outlay - Gra	500,940.88
70-512-55130	Capital Projects-Building C	609,371.48
80-635-54050	Medical-Other	162.53
82-408-53330	Operating	866.48
87-560-54540	Vehicle - Repair & Maint	40.08
	Grand Total:	1,626,479.66



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Transfer of one Harris XG-75 Radio from the Pct. 1 Constable's Office and one Harris XG-75 radio from the Precinct 4 Constable's Office to the Precinct 3 Constable's Office.

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Gene Serene, Constable Precinct 3

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-388-7070 ext. 615

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Requesting a transfer of the Precinct 1 Constable Harris XG-75 Radio (Property Tag. 4376, Serial No. A40204003134) and a Precinct 4 Constable XG-75 Radio (Property Tag. 4343, Serial No. A4024003131) to the Precinct 3 Constable's Office.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

I am requesting an approval for the transfer of two Kendall County Constable Harris XG-75 radios (Pct. 1 and Pct. 4) to the Pct. 3 Constable's office since those radios have been replaced with the new Harris XL-200 radio. These two radios were going to Auction and I currently have two older Kenwood radios which would be able to be replaced by the more advanced Harris XG-75 radio. If transfer would be approved, the two Kenwood radios would then be submitted for disposal to be sent to auctionn.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Availability of these extra Harris radios would benefit all Kendall County Constables when they need a temporary handheld replacement radio and also the need for a radio to be used by a Reserve Deputy Constable or by a funded Deputy Constable, thus saving the County a radio expenditure cost. +

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☒ NO  
☐ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Group Health Insurance quote consideration

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Shane Stolarczyk, County Judge  
Jacqueline Guzman, Human Resources Clerk II

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 603

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action to approve a request for quote from Texas Association of Counties Health and Employee Benefits Pool in accordance with the Texas Local Government Code Chapter 262.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Possible cost reduction in Insurance Group Health Plans

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Kendall County Employees

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☐ NO

☒ YES

**DOCUMENTATION:**

☒ NO

☐ YES

☐ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

N/A

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

N/A



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Contract for modification of Courthouse sprinkler system

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Kelton Auxier, Acting Facilities Manager  
Matthew Grove, General Counsel

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-431-0618

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and appropriate action on Addendum to Service Agreement Between 1st FP Services, LLC and Kendall County for 1st FP Services to perform modification services for the Kendall County Courthouse in amount not to exceed \$2,292.00. (Fund: Facilities)



**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Courthouse needs to relocate sprinkler for security access doors.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Kendall County Courthouse

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☐ NO

☒ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

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

## ADDENDUM TO SERVICE AGREEMENT BETWEEN 1<sup>ST</sup> FP SERVICES, LLC AND KENDALL COUNTY

THIS ADDENDUM is entered into by and between Kendall County, ("County"), a body corporate and politic under the laws of the State of Texas, and 1<sup>st</sup> FP Services LLC, ("Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Proposal Quote 147 for installation/relocation services in the Kendall County Courthouse, ("Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Services.** Contractor shall perform the services described in Exhibit A.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Contractor for any reason are hereby deleted.
6. **Limitations on Liability.** The only limitation County will agree to is that in no event shall wither party be liable to the other party for incidental, special, or consequential damages.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**10. Certain State Law Requirements For Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- c. Foreign Terrorist Organizations Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

1<sup>ST</sup> FP SERVICES LLC FORT BEND COUNTY

\_\_\_\_\_  
Shane Stolarczyk, County Judge

Daniel L. Rodriguez  
Authorized Agent – Signature

\_\_\_\_\_  
Date

DANIEL L. RODRIGUEZ  
Authorized Agent- Printed Name

ATTEST:

OPERATIONS MANAGER  
Title

\_\_\_\_\_  
Denise Maxwell, County Clerk

06-05-2023  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ \_\_\_\_\_ are available to pay the obligation of Kendall County within the foregoing Agreement.

\_\_\_\_\_  
Corrina Speer, County Auditor

# EXHIBIT A

1<sup>st</sup> FP Services, LLC  
11550 N North Loop Rd.  
San Antonio, Texas 78216  
Phone #: 210-377-3473  
Fax #: 210-366-3474



1<sup>st</sup> FP Services, LLC  
2049 Industrial Drive  
McAllen, Texas 78504  
Phone #: 956-682-3473  
Fax #: 956-682-3474

TEXAS SCR-G-1751143

## PROPOSAL

Quote # 147	Salesperson: Ronnie Blue	Phone: 210-844-6898	Date: 5-31-23
Quoted To: Kelton Auxier 830-431-0618 Kendall County Court House 201 E. San Antonio St. Boerne, Texas 78006		Job Location: Same	

### INCLUSIONS:

1st FP Services, LLC is pleased to submit our quotation for the service work listed below.

Relocate (1) concealed pendent and add (1) concealed pendent in the hallway by 105.  
Replace (1) 12" dry sidewall at the Sally Port.  
Price includes a permit and inspection with Boerne Fire Marshal for the add and relocate.

### TERMS OF AGREEMENT:

☒ Price: \$ 2,292.00 Excluding Tax ☐ TAX: ☐ TOTAL: ☐ Tax Exempt  
☒ NET 30 With Approved Credit ☐ C.O.D. ☐ 50% Down & 50% Upon Completion

### EXCLUSIONS:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Adequate water supply         | <input checked="" type="checkbox"/> Adequate freeze protection of system                     | <input checked="" type="checkbox"/> Sprinkler heads center of ceiling tile                          |
| <input checked="" type="checkbox"/> Backflow Assembly             | <input checked="" type="checkbox"/> Electrical or Fire Alarm panels, wiring, devices or work | <input checked="" type="checkbox"/> Any cutting, patching, removing, installing of ceilings         |
| <input checked="" type="checkbox"/> Fire Pump                     | <input checked="" type="checkbox"/> Fire Extinguishers, Fire Hoses or associated cabinets    | <input checked="" type="checkbox"/> Cutting or patching of asphalt, concrete, plaster, sheetrock    |
| <input checked="" type="checkbox"/> Fire Caulk or Sleeves         | <input checked="" type="checkbox"/> Kitchen Hood Suppression System / Clean Agent System     | <input checked="" type="checkbox"/> Demolition / relocation of existing fire sprinkler mains        |
| <input checked="" type="checkbox"/> Fire Watch if required        | <input checked="" type="checkbox"/> Underground work or trenching                            | <input checked="" type="checkbox"/> Demolition / relocation of existing fire sprinkler branch lines |
| <input checked="" type="checkbox"/> Scaffolding or Hoisting       | <input checked="" type="checkbox"/> Painting, labeling, stenciling or Preparation of pipe    | <input checked="" type="checkbox"/> Integrity of existing system                                    |
| <input checked="" type="checkbox"/> Overtime / Holiday work hours | <input checked="" type="checkbox"/> City connection or permit fees                           | <input checked="" type="checkbox"/> Integrity of building structure                                 |
| <input checked="" type="checkbox"/> Bond (Available @ 2.4% n)     | <input checked="" type="checkbox"/> Excessive Insurance                                      |   |

### IMPORTANT NOTICE TO CUSTOMER

- The price for work to be performed under this agreement shall be based upon the prevailing **1<sup>st</sup> FP Services, LLC** prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
- This proposal **not valid** if not executed within 15 days of the date of this proposal.
- CUSTOMER AGREES THAT IN NO EVENT SHALL 1<sup>st</sup> FP Services LLC'S LIABILITY IN CONTRACT, TORT OR OTHERWISE EXCEED THE PRICING RECEIVED HEREUNDER, AND THAT CUSTOMER INDEMNIFIES 1<sup>st</sup> FP Services, LLC FROM THIRD PARTY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF 1<sup>st</sup> FP Services, LLC IN CONNECTION WITH THIS AGREEMENT.

### ACCEPTED BY:

AUTHORIZED CUSTOMER SIGNATURE

PRINT NAME OF SIGNATURE

TITLE OF PERSON SIGNING

CUSTOMER PURCHASE ORDER #

\*\*\*\*\*Your signature above confirms you have read and agree to the attached terms and conditions, \*\*\*\*\*

Design

Installation

Service

Inspections



## TERMS & CONDITIONS

### ENTIRE CONTRACT

THE PROVISIONS HEREIN CONTAINED CONSTITUTE ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT. NO CHANGES OR ADDITIONS HERETO SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. ANY TERMS OR CONDITIONS OF PURCHASER'S ORDER INCONSISTENT HERewith OR IN ADDITION HERETO SHALL BE OF NO FORCE AND EFFECT AND ARE HEREBY EXPRESSLY REJECTED AND PURCHASER'S ORDER SHALL BE GOVERNED BY ONLY THE TERMS AND CONDITIONS APPEARING HEREIN.

### PROPOSALS AND CONTRACT

SELLER'S PROPOSALS, WHEN ACCEPTED, AND ANY RESULTING CONTRACT, ARE NOT SUBJECT TO CANCELLATION, SUSPENSION OR REDUCTION IN AMOUNT EXCEPT WITH SELLER'S WRITTEN CONSENT AND UPON TERMS, WHICH REIMBURSE SELLER FOR WORK PERFORMED, REASONABLE OVERHEAD AND LOST PROFIT.

### PAYMENT

TERMS OF PAYMENT HAVE BEEN SET AT NET 10-DAYS OR UPON TIME OF SERVICE. A SERVICE CHARGE WILL BE CHARGED AND ADDED TO THE PRICES ON ALL PAYMENTS PAST DUE AND OWED BY THE PURCHASER UNDER THIS CONTRACT AT A RATE OF 25% PER ANNUM, OR IF SUCH RATE IS PROHIBITED UNDER APPLICABLE LAW, THEN AT SUCH MAXIMUM RATE AS IS UNDER APPLICABLE LAW. PURCHASER SHALL PAY ALL ATTORNEY'S FEES INCURRED IN THE COLLECTION OF PAST DUE ACCOUNTS.

### DELAYS

SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTY FOR DELAYS IN WORK DUE TO ACTS OF GOD, ACTS OR OMISSIONS OF THE PURCHASER, ACTS OF CIVIL OR MILITARY AUTHORITIES, GOVERNMENT REGULATIONS OR PRIORITIES, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, STRIKES, DIFFERENCES WITH WORKMEN, ACCIDENTS TO MACHINERY, CAR SHORTAGES, INABILITY TO OBTAIN NECESSARY LABOR, MATERIALS OR MANUFACTURING FACILITIES, DELAY IN TRANSPORTATION, DEFAULTS OF SELLER'S SUBCONTRACTORS, FAILURE OF OR DELAY IN FURNISHING CORRECT OR COMPLETE INFORMATION BY PURCHASER WITH RESPECT TO LOCATION OR OTHER DETAILS OF WORK TO BE PERFORMED HEREUNDER, IMPOSSIBILITY OR IMPRACTICABILITY OF PERFORMANCE OR ANY OTHER CAUSE BEYOND THE CONTROL OF SELLER, WHETHER OR NOT SIMILAR TO THE FOREGOING. IN THE EVENT OF ANY DELAY CAUSED AS AFORESAID, THE COMPLETION SHALL BE EXTENDED FOR A PERIOD EQUAL TO ANY SUCH DELAY, AND HIS CONTRACT SHALL NOT BE VOID OR AVOIDABLE AS A RESULT OF ANY SUCH DELAY. IN CASE WORK IS TEMPORARILY DISCONTINUED BY REASON OF ANY OF THE FOREGOING, ALL UNPAID INSTALLMENTS OF THE CONTRACT PRICE LESS AN AMOUNT EQUAL TO THE VALUE OF MATERIAL AND LABOR NOT FURNISHED SHALL BE DUE AND PAYABLE UPON RECEIPT OF THE INVOICE BY THE PURCHASER.

### EXCAVATION

IN THE EVENT THE WORK HEREIN INCLUDES EXCAVATION, THE PURCHASER SHALL PAY AS AN EXTRA TO THE CONTRACT PRICE THE COST FOR ANY ADDITIONAL WORK PERFORMED BY THE SELLER DUE TO WATER, QUICKSAND, ROCK OR OTHER UNFORESEEN OBSTRUCTION ENCOUNTERED OR IF SHORING IS REQUIRED.

### SITE FACILITIES

PURCHASER SHALL FURNISH ALL NECESSARY FACILITIES FOR PERFORMANCE OF ITS WORK BY SELLER, ADEQUATE SPACE FOR STORAGE AND HANDLING OF MATERIAL, LIGHT, WATER, HEAT, LOCAL TELEPHONE, WATCHMAN AND CRANE AND ELEVATOR SERVICE, IF AVAILABLE, AND NECESSARY PERMITS. WHERE WET PIPE SYSTEM IS INSPECTED/TESTED, PURCHASER SHALL SUPPLY AND MAINTAIN SUFFICIENT HEAT TO PREVENT FREEZING OF THE SYSTEM.

### STRUCTURE AND SITE CONDITIONS

WHILE EMPLOYEES OF SELLER WILL EXERCISE REASONABLE CARE IN THIS RESPECT, SELLER SHALL BE UNDER NO RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THE CHARACTER, CONDITION OR USE OF FOUNDATIONS, WALLS, OR OTHER STRUCTURES NOT ERECTED BY IT OR RESULTING FROM EXCAVATION IN PROXIMITY THERETO, NOR FOR DAMAGE RESULTING FROM CONCEALED PIPING, WIRING, FIXTURES OR OTHER EQUIPMENT OR CONDITIONS OR WATER PRESSURE. ALL SHORING OR PROTECTION OF FOUNDATIONS, WALLS, OR OTHER STRUCTURES SUBJECT TO BEING DISTURBED BY ANY EXCAVATION REQUIRED HEREUNDER SHALL BE THE RESPONSIBILITY OF THE PURCHASER UNLESS OTHERWISE SPECIFIED. PURCHASER WARRANTS THE SUFFICIENCY OF THE STRUCTURE TO SUPPORT THE FIRE ALARM AND/OR FIRE SPRINKLER SYSTEM AND ITS RELATED EQUIPMENT. THE PURCHASER SHALL HAVE ALL THINGS IN READINESS FOR INSPECTION/TEST, INCLUDING, BUT NOT LIMITED TO, OTHER MATERIALS, FLOOR OR SUITABLE BASE, CONNECTIONS, AND FACILITIES AT THE TIME TECHNICIAN IS ONSITE. IN THE EVENT THE PURCHASER FAILS TO HAVE ALL THINGS IN READINESS FOR INSPECTION/TEST AT THE JOBSITE, THE PURCHASER SHALL REIMBURSE SELLER FOR ANY AND ALL EXPENSES CAUSED BY SUCH FAILURE TO HAVE SUCH THINGS IN READINESS. FAILURE TO MAKE AREAS AVAILABLE TO SELLER DURING PERFORMANCE IN ACCORD WITH SCHEDULES, WHICH ARE THE BASIS OF SELLER'S PROPOSAL, SHALL BE CONSIDERED A FAILURE TO HAVE ALL THINGS IN READINESS FOR ERECTION IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT.

### INTERFERENCES

PURCHASER SHALL BE RESPONSIBLE TO COORDINATE THE WORK OF OTHER TRADES (DUCTING, PIPING, ELECTRICAL, ETC.) AND- PURCHASER SHALL BE RESPONSIBLE FOR ADDITIONAL COSTS INCURRED BY SELLER ARISING OUT OF INTERFERENCES TO SELLER'S WORK CAUSED BY SUCH OTHER TRADES

### LIMITATIONS OF LIABILITY

THE SELLER MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS OF A PARTICULAR PURPOSE. NO PROMISE NOT CONTAINED HEREIN OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE SELLER SHALL CONSTITUTE A WARRANTY BY THE SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION. SELLER'S LIABILITY TO PURCHASER FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE CONTRACT PRICE. PURCHASER SHALL HOLD SELLER HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, ARISING FROM PURCHASER'S FAILURE TO MAINTAIN THESE SYSTEMS OR KEEP THEM IN OPERATIVE CONDITION, WHETHER BASED UPON CONTRACT WARRANTY, WORK STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED, PENAL OR ANY ECONOMIC DAMAGE OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PURCHASER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY THE PURCHASER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT WARRANTY, NEGLIGENCE, WORK, STRICT LIABILITY OR OTHERWISE. 1ST FP SERVICES, LLC AND THE CUSTOMER AGREE THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE COVERED SYSTEM(S) OR FAILURE OF ANY DEVICE OR FAILURE TO PERFORM, OR NEGLIGENT PERFORMANCE OF SERVICES; IF, NOTWITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AGREEMENT PRICE. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE AGREEMENT PRICE ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED.

### SEVERABILITY

SHOULD ANY PART, TERM, OR PROVISION OF THIS CONTRACT BE FOUND BY THE COURTS TO BE ILLEGAL OR IN CONFLICT WITH ANY LAW OF THE STATE WHERE MADE, THE VALIDITY OF THE REMAINING PORTIONS OR PROVISIONS SHALL NOT BE AFFECTED THEREBY.

### ASSIGNMENT

ANY ASSIGNMENT OF THIS CONTRACT BY PURCHASER WITHOUT THE WRITTEN CONSENT OF SELLER SHALL BE VOID. SELLER MAY ASSIGN THIS CONTRACT TO ITS SUBSIDIARIES AND AFFILIATES.

Design

Installation

Service

Inspections

#### **CHANGES, ALTERATIONS, ADDITIONS**

CHANGES, ALTERATIONS, AND ADDITIONS TO THE PLANS, SPECIFICATIONS, OR CONSTRUCTION SCHEDULE FOR THIS CONTRACT SHALL BE INVALID UNLESS APPROVED IN WRITING BY SELLER. CHANGES APPROVED BY SELLER, WHICH INCREASE OR DECREASE THE COST OF WORK TO SELLER, SHALL CONSTITUTE A CORRESPONDING INCREASE OR DECREASE IN THE CONTRACT PRICE AS HEREIN PROVIDED. THE VALUE OF ADDITIONAL WORK SHALL BE AGREED UPON IN WRITING PRIOR TO THE PERFORMANCE OF SAID WORK. HOWEVER, IF NO AGREEMENT IS REACHED PRIOR TO THE PERFORMANCE OF ADDITIONAL WORK APPROVED IN THE MANNER HEREIN DESCRIBED, AND SELLER ELECTS TO CONTINUE PERFORMANCE SO AS TO AVOID DELAYS, THEN THE ESTIMATE OF SELLER'S ESTIMATING DEPARTMENT AS TO THE VALUE OF THE WORK SHALL BE DEEMED ACCEPTED BY THE PURCHASER.

#### **PRICES**

IN ADDITION TO THE PRICES SPECIFIED HEREIN, PURCHASER SHALL PAY FOR ALL EXTRA WORK REQUESTED BY PURCHASER OR MADE NECESSARY BECAUSE OF INCOMPLETENESS OF OR INACCURACY IN PLANS OR OTHER INFORMATION SUBMITTED BY PURCHASER WITH RESPECT TO LOCATION, TYPE OF OCCUPANCY, OR OTHER DETAILS OF WORK TO BE PERFORMED HEREUNDER. IN THE EVENT THE LAYOUT OF PURCHASER'S FACILITIES HAS BEEN ALTERED, OR IS ALTERED BY PURCHASER PRIOR TO COMPLETION OF HIS CONTRACT PURCHASER SHALL ADVISE SELLER, AND PRICES, DELIVERY, AND COMPLETION DATES QUOTED HEREIN SHALL BE CHANGED BY SELLER AS MAY BE REQUIRED.

#### **LEGAL NOTICE**

FOR THE PURPOSES OF ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN HEREUNDER, SUCH NOTICE OR NOTICES SHALL BE DEEMED GIVEN WHEN RECEIVED.

#### **CLAIMS**

ANY CLAIMS AGAINST SELLER ARISING HEREUNDER SHALL BE DEEMED WAIVED UNLESS THEY ARE PRESENTED IN WRITING, WITH PARTICULARS, WITHIN TEN (10) DAYS AFTER THEY ARISE.

#### **TERMS AND CONDITION/TECHNICAL SPECIFICATIONS**

THE TERMS AND CONDITIONS SPECIFIED HEREIN SHALL BE IN ADDITION TO THOSE PUT IN SELLER'S TECHNICAL SPECIFICATIONS AND SELLER'S AUTHORIZED REPRESENTATIVE SHALL RESOLVE ANY INCONSISTENCIES.

#### **ARBITRATION**

AT THE OPTION OF THE SELLER, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

#### **OVERTIME**

UNLESS OTHERWISE SPECIFIED BY PURCHASER, ALL SERVICE WORK SHALL BE PERFORMED DURING REGULAR WORKING HOURS. IF PURCHASER SHALL REQUIRE ANY OVERTIME LABOR, PURCHASER AGREES TO REIMBURSE SELLER FOR THE OVERTIME PREMIUM COST INCLUDING ALL RELATED PAYROLL COSTS, PLUS SELLER'S OVERHEAD AND PROFIT, PAYABLE MONTHLY.

#### **PROPRIETARY DATA**

ALL SPECIFICATIONS, DRAWINGS, DESIGNS, DESCRIPTIVE MATTER, AND OTHER DATA FURNISHED BY SELLER TO PURCHASER PERTAINING TO THE WORK PROPOSED HEREIN SHALL BE DEEMED PROPRIETARY AND SHALL BE KEPT IN CONFIDENCE BY PURCHASER AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT AS MAY BE NECESSARY IN THE PERFORMANCE OF ANY CONTRACT WITH THE SELLER. IN THE EVENT SELLER REQUESTS THE RETURN OF ANY SUCH PROPRIETARY MATERIAL AND ANY REPRODUCTIONS THEREOF, PURCHASER SHALL PROMPTLY RETURN THE SAME TO SELLER.

**IN CASE OF ANY** DEFAULT BY PURCHASER, SELLER SHALL BE ENTITLED TO PAYMENT FOR ALL WORK PERFORMED, ALL TERMINATION COSTS INCURRED, AND ANY OTHER COSTS INCURRED BY SELLER, INCLUDING OVERHEAD AND PROFIT. ALL SUCH REMEDIES OF SELLER ARE CUMULATIVE AND NOT EXCLUSIVE. DEFAULT BY PURCHASER SHALL CONSIST OF: FAILURE TO PAY ANY INSTALLMENT OF PRICE WHEN DUE, NO DEMAND BEING NECESSARY, OR ANY ACT OR OMISSION ON THE PART OF PURCHASER WHEREBY SELLER IS PREVENTED FROM COMPLETING SAID SERVICE, OR RECEIVERSHIP, BANKRUPTCY, ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR ANY OTHER FORM OF INSOLVENCY PROCEEDINGS BY OR AGAINST PURCHASER OR IN CASE SAID PREMISES OR SAID SYSTEM SHALL BE ATTACHED, LIEN AND OR SEIZED BY PROCESS OF LAW AND SUCH ATTACHMENT OR LIEN SHALL NOT BE VACATED OR SEIZURE TERMINATED WITHIN TEN (10) DAYS AFTER ITS OCCURRENCE.

#### **BACK CHARGE**

NO CHARGES SHALL BE LEVIED BY THE PURCHASER AGAINST THE SELLER UNLESS (48) HOURS PRIOR WRITTEN NOTICE IS GIVEN TO SELLER TO CORRECT ANY ALLEGED DEFICIENCIES/ CLEAN-UP WHICH NECESSITATES SUCH CHARGES AND UNLESS DEFICIENCIES ARE THE DIRECT FAULT OF SELLER.

#### **OSHA**

PURCHASER WILL INDEMNIFY AND HOLD HARMLESS THE SELLER FROM AND AGAINST ANY CLAIMS, DEMANDS OR DAMAGES RESULTING FROM THE ENFORCEMENT OF THE OCCUPATIONAL SAFETY HEALTH ACT (PUBLIC LAW 91-596), UNLESS SAID CLAIMS, DEMANDS OR DAMAGES ARE A DIRECT RESULT OF CAUSES WITHIN THE EXCLUSIVE CONTROL OF SELLER.

Design

Installation

Service

Inspections



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Contract for installation services at Kendall County Courthouse sprinkler system

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Kelton Auxier, Acting Facilities Manager  
Matthew Grove, General Counsel

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-431-0618

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and appropriate action on Addendum to Service Agreement Between 1st FP Services, LLC and Kendall County for 1st FP Services to perform installation services for the Kendall County Courthouse in amount not to exceed \$953.00. (Fund: Facilities)



**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Courthouse sprinkler system needs a repair kit.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Kendall County Courthouse

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

STATE OF TEXAS

§

§

COUNTY OF KENDALL

§

**ADDENDUM TO SERVICE AGREEMENT BETWEEN  
1<sup>ST</sup> FP SERVICES, LLC AND KENDALL COUNTY**

THIS ADDENDUM is entered into by and between Kendall County, ("County"), a body corporate and politic under the laws of the State of Texas, and 1<sup>st</sup> FP Services LLC, ("Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Proposal Quote 148 for installation of rubber repair kit in the Kendall County Courthouse, ("Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Services.** Contractor shall perform the services described in Exhibit A.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Contractor for any reason are hereby deleted.
6. **Limitations on Liability.** The only limitation County will agree to is that in no event shall wither party be liable to the other party for incidental, special, or consequential damages.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**10. Certain State Law Requirements For Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- c. Foreign Terrorist Organizations Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

1<sup>ST</sup> FP SERVICES LLC FORT BEND COUNTY

\_\_\_\_\_  
Shane Stolarczyk, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Denise Maxwell, County Clerk

*Daniel L. Rodriguez*  
Authorized Agent – Signature

DANIEL L. RODRIGUEZ  
Authorized Agent- Printed Name

OPERATIONS MANAGER  
Title

06-05-2023  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ \_\_\_\_\_ are available to pay the obligation of Kendall County within the foregoing Agreement.

\_\_\_\_\_  
Corrina Speer, County Auditor

# EXHIBIT A

1<sup>st</sup> FP Services, LLC  
11550 N North Loop Rd.  
San Antonio, Texas 78216  
Phone #: 210-377-3473  
Fax #: 210-366-3474



1<sup>st</sup> FP Services, LLC  
2049 Industrial Drive  
McAllen, Texas 78504  
Phone #: 956-682-3473  
Fax #: 956-682-3474

TEXAS SCR-G-1751143

## PROPOSAL

Quote # 148	Salesperson: Ronnie Blue	Phone: 210-844-6898	Date: 5-31-23
Quoted To: Kelton Auxier 830-431-0618 Kendall County Court House 201 E. San Antonio St. Boerne, Texas 78006		Job Location: Same	

### INCLUSIONS:

1st FP Services, LLC is pleased to submit our quotation for the service work listed below.

#### 6" Ames 4000SS-

Install a rubber repair kit on the relief valve assembly that is not opening.  
Re-test the backflow after the repairs are completed.

Note. If more repairs are needed once the backflow is opened, and additional proposal will be provided.

### TERMS OF AGREEMENT:

☒ Price: \$ 953.00    ☒ Excluding Tax    ☐ TAX:    ☐ TOTAL:    ☐ Tax Exempt  
☒ NET 30 With Approved Credit    ☐ C.O.D.    ☐ 50% Down & 50% Upon Completion

### EXCLUSIONS:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Adequate water supply         | <input checked="" type="checkbox"/> Adequate freeze protection of system                     | <input checked="" type="checkbox"/> Sprinkler heads center of ceiling tile                          |
| <input checked="" type="checkbox"/> Backflow Assembly             | <input checked="" type="checkbox"/> Electrical or Fire Alarm panels, wiring, devices or work | <input checked="" type="checkbox"/> Any cutting, patching, removing, installing of ceilings         |
| <input checked="" type="checkbox"/> Fire Pump                     | <input checked="" type="checkbox"/> Fire Extinguishers, Fire Hoses or associated cabinets    | <input checked="" type="checkbox"/> Cutting or patching of asphalt, concrete, plaster, sheetrock    |
| <input checked="" type="checkbox"/> Fire Caulk or Sleeves         | <input checked="" type="checkbox"/> Kitchen Hood Suppression System / Clean Agent System     | <input checked="" type="checkbox"/> Demolition / relocation of existing fire sprinkler mains        |
| <input checked="" type="checkbox"/> Fire Watch if required        | <input checked="" type="checkbox"/> Underground work or trenching                            | <input checked="" type="checkbox"/> Demolition / relocation of existing fire sprinkler branch lines |
| <input checked="" type="checkbox"/> Scaffolding or Hoisting       | <input checked="" type="checkbox"/> Painting, labeling, stenciling or Preparation of pipe    | <input checked="" type="checkbox"/> Integrity of existing system                                    |
| <input checked="" type="checkbox"/> Overtime / Holiday work hours | <input checked="" type="checkbox"/> City connection or permit fees                           | <input checked="" type="checkbox"/> Integrity of building structure                                 |
| <input checked="" type="checkbox"/> Bond (Available @ 2.4%)       | <input checked="" type="checkbox"/> Excessive Insurance                                      |   |

### IMPORTANT NOTICE TO CUSTOMER

- The price for work to be performed under this agreement shall be based upon the prevailing **1<sup>st</sup> FP Services, LLC** prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
- This proposal **not valid** if not executed within 15 days of the date of this proposal.
- CUSTOMER AGREES THAT IN NO EVENT SHALL 1<sup>st</sup> FP Services LLC'S LIABILITY IN CONTRACT, TORT OR OTHERWISE EXCEED THE PRICING RECEIVED HEREUNDER, AND THAT CUSTOMER INDEMNIFIES 1<sup>st</sup> FP Services, LLC FROM THIRD PARTY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF 1<sup>st</sup> FP Services, LLC IN CONNECTION WITH THIS AGREEMENT.

### ACCEPTED BY:

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
PRINT NAME OF SIGNATURE

\_\_\_\_\_  
TITLE OF PERSON SIGNING

\_\_\_\_\_  
CUSTOMER PURCHASE ORDER #

\*\*\*\*\*Your signature above confirms you have read and agree to the attached terms and conditions.\*\*\*\*\*

Design

Installation

Service

Inspections



## TERMS & CONDITIONS

### ENTIRE CONTRACT

THE PROVISIONS HEREIN CONTAINED CONSTITUTE ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT. NO CHANGES OR ADDITIONS HERETO SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. ANY TERMS OR CONDITIONS OF PURCHASER'S ORDER INCONSISTENT HERewith OR IN ADDITION HERETO SHALL BE OF NO FORCE AND EFFECT AND ARE HEREBY EXPRESSLY REJECTED AND PURCHASER'S ORDER SHALL BE GOVERNED BY ONLY THE TERMS AND CONDITIONS APPEARING HEREIN.

### PROPOSALS AND CONTRACT

SELLER'S PROPOSALS, WHEN ACCEPTED, AND ANY RESULTING CONTRACT, ARE NOT SUBJECT TO CANCELLATION, SUSPENSION OR REDUCTION IN AMOUNT EXCEPT WITH SELLER'S WRITTEN CONSENT AND UPON TERMS, WHICH REIMBURSE SELLER FOR WORK PERFORMED, REASONABLE OVERHEAD AND LOST PROFIT.

### PAYMENT

TERMS OF PAYMENT HAVE BEEN SET AT NET 10-DAYS OR UPON TIME OF SERVICE. A SERVICE CHARGE WILL BE CHARGED AND ADDED TO THE PRICES ON ALL PAYMENTS PAST DUE AND OWED BY THE PURCHASER UNDER THIS CONTRACT AT A RATE OF 25% PER ANNUM, OR IF SUCH RATE IS PROHIBITED UNDER APPLICABLE LAW, THEN AT SUCH MAXIMUM RATE AS IS UNDER APPLICABLE LAW. PURCHASER SHALL PAY ALL ATTORNEY'S FEES INCURRED IN THE COLLECTION OF PAST DUE ACCOUNTS.

### DELAYS

SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTY FOR DELAYS IN WORK DUE TO ACTS OF GOD, ACTS OR OMISSIONS OF THE PURCHASER, ACTS OF CIVIL OR MILITARY AUTHORITIES, GOVERNMENT REGULATIONS OR PRIORITIES, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, STRIKES, DIFFERENCES WITH WORKMEN, ACCIDENTS TO MACHINERY, CAR SHORTAGES, INABILITY TO OBTAIN NECESSARY LABOR, MATERIALS OR MANUFACTURING FACILITIES, DELAY IN TRANSPORTATION, DEFAULTS OF SELLER'S SUBCONTRACTORS, FAILURE OF OR DELAY IN FURNISHING CORRECT OR COMPLETE INFORMATION BY PURCHASER WITH RESPECT TO LOCATION OR OTHER DETAILS OF WORK TO BE PERFORMED HEREUNDER, IMPOSSIBILITY OR IMPRACTICABILITY OF PERFORMANCE OR ANY OTHER CAUSE BEYOND THE CONTROL OF SELLER, WHETHER OR NOT SIMILAR TO THE FOREGOING. IN THE EVENT OF ANY DELAY CAUSED AS AFORESAID, THE COMPLETION SHALL BE EXTENDED FOR A PERIOD EQUAL TO ANY SUCH DELAY, AND HIS CONTRACT SHALL NOT BE VOID OR AVOIDABLE AS A RESULT OF ANY SUCH DELAY. IN CASE WORK IS TEMPORARILY DISCONTINUED BY REASON OF ANY OF THE FOREGOING, ALL UNPAID INSTALLMENTS OF THE CONTRACT PRICE LESS AN AMOUNT EQUAL TO THE VALUE OF MATERIAL AND LABOR NOT FURNISHED SHALL BE DUE AND PAYABLE UPON RECEIPT OF THE INVOICE BY THE PURCHASER.

### EXCAVATION

IN THE EVENT THE WORK HEREIN INCLUDES EXCAVATION, THE PURCHASER SHALL PAY AS AN EXTRA TO THE CONTRACT PRICE THE COST FOR ANY ADDITIONAL WORK PERFORMED BY THE SELLER DUE TO WATER, QUICKSAND, ROCK OR OTHER UNFORESEEN OBSTRUCTION ENCOUNTERED OR IF SHORING IS REQUIRED.

### SITE FACILITIES

PURCHASER SHALL FURNISH ALL NECESSARY FACILITIES FOR PERFORMANCE OF ITS WORK BY SELLER, ADEQUATE SPACE FOR STORAGE AND HANDLING OF MATERIAL, LIGHT, WATER, HEAT, LOCAL TELEPHONE, WATCHMAN AND CRANE AND ELEVATOR SERVICE, IF AVAILABLE, AND NECESSARY PERMITS. WHERE WET PIPE SYSTEM IS INSPECTED/TESTED, PURCHASER SHALL SUPPLY AND MAINTAIN SUFFICIENT HEAT TO PREVENT FREEZING OF THE SYSTEM.

### STRUCTURE AND SITE CONDITIONS

WHILE EMPLOYEES OF SELLER WILL EXERCISE REASONABLE CARE IN THIS RESPECT, SELLER SHALL BE UNDER NO RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THE CHARACTER, CONDITION OR USE OF FOUNDATIONS, WALLS, OR OTHER STRUCTURES NOT ERECTED BY IT OR RESULTING FROM EXCAVATION IN PROXIMITY THERETO, NOR FOR DAMAGE RESULTING FROM CONCEALED PIPING, WIRING, FIXTURES OR OTHER EQUIPMENT OR CONDITIONS OR WATER PRESSURE. ALL SHORING OR PROTECTION OF FOUNDATIONS, WALLS, OR OTHER STRUCTURES SUBJECT TO BEING DISTURBED BY ANY EXCAVATION REQUIRED HEREUNDER SHALL BE THE RESPONSIBILITY OF THE PURCHASER UNLESS OTHERWISE SPECIFIED. PURCHASER WARRANTS THE SUFFICIENCY OF THE STRUCTURE TO SUPPORT THE FIRE ALARM AND/OR FIRE SPRINKLER SYSTEM AND ITS RELATED EQUIPMENT. THE PURCHASER SHALL HAVE ALL THINGS IN READINESS FOR INSPECTION/TEST, INCLUDING, BUT NOT LIMITED TO, OTHER MATERIALS, FLOOR OR SUITABLE BASE, CONNECTIONS, AND FACILITIES AT THE TIME THE TECHNICIAN IS ONSITE. IN THE EVENT THE PURCHASER FAILS TO HAVE ALL THINGS IN READINESS FOR INSPECTION/TEST AT THE JOBSITE, THE PURCHASER SHALL REIMBURSE SELLER FOR ANY AND ALL EXPENSES CAUSED BY SUCH FAILURE TO HAVE SUCH THINGS IN READINESS. FAILURE TO MAKE AREAS AVAILABLE TO SELLER DURING PERFORMANCE IN ACCORD WITH SCHEDULES, WHICH ARE THE BASIS OF SELLER'S PROPOSAL, SHALL BE CONSIDERED A FAILURE TO HAVE ALL THINGS IN READINESS FOR ERECTION IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT.

### INTERFERENCE'S

PURCHASER SHALL BE RESPONSIBLE TO COORDINATE THE WORK OF OTHER TRADES (DUCTING, PIPING, ELECTRICAL, ETC.) AND PURCHASER SHALL BE RESPONSIBLE FOR ADDITIONAL COSTS INCURRED BY SELLER ARISING OUT OF INTERFERENCES TO SELLER'S WORK CAUSED BY SUCH OTHER TRADES

### LIMITATIONS OF LIABILITY

THE SELLER MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS OF A PARTICULAR PURPOSE. NO PROMISE NOT CONTAINED HEREIN OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE SELLER SHALL CONSTITUTE A WARRANTY BY THE SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION. SELLER'S LIABILITY TO PURCHASER FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE CONTRACT PRICE. PURCHASER SHALL HOLD SELLER HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, ARISING FROM PURCHASER'S FAILURE TO MAINTAIN THESE SYSTEMS OR KEEP THEM IN OPERATIVE CONDITION, WHETHER BASED UPON CONTRACT WARRANTY, WORK STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED, PENAL OR ANY ECONOMIC DAMAGE OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PURCHASER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY THE PURCHASER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT WARRANTY, NEGLIGENCE, WORK, STRICT LIABILITY OR OTHERWISE. 1ST FP SERVICES, LLC AND THE CUSTOMER AGREE THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE COVERED SYSTEM(S) OR FAILURE OF ANY DEVICE OR FAILURE TO PERFORM, OR NEGLIGENT PERFORMANCE OF SERVICES; IF, NOTWITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AGREEMENT PRICE. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE AGREEMENT PRICE ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED.

### SEVERABILITY

SHOULD ANY PART, TERM, OR PROVISION OF THIS CONTRACT BE FOUND BY THE COURTS TO BE ILLEGAL OR IN CONFLICT WITH ANY LAW OF THE STATE WHERE MADE, THE VALIDITY OF THE REMAINING PORTIONS OR PROVISIONS SHALL NOT BE AFFECTED THEREBY.

Design

Installation

Service

Inspections

**ASSIGNMENT**

ANY ASSIGNMENT OF THIS CONTRACT BY PURCHASER WITHOUT THE WRITTEN CONSENT OF SELLER SHALL BE VOID. SELLER MAY ASSIGN THIS CONTRACT TO ITS SUBSIDIARIES AND AFFILIATES.

**CHANGES, ALTERATIONS, ADDITIONS**

CHANGES, ALTERATIONS, AND ADDITIONS TO THE PLANS, SPECIFICATIONS, OR CONSTRUCTION SCHEDULE FOR THIS CONTRACT SHALL BE INVALID UNLESS APPROVED IN WRITING BY SELLER. CHANGES APPROVED BY SELLER, WHICH INCREASE OR DECREASE THE COST OF WORK TO SELLER, SHALL CONSTITUTE A CORRESPONDING INCREASE OR DECREASE IN THE CONTRACT PRICE AS HEREIN PROVIDED. THE VALUE OF ADDITIONAL WORK SHALL BE AGREED UPON IN WRITING PRIOR TO THE PERFORMANCE OF SAID WORK. HOWEVER, IF NO AGREEMENT IS REACHED PRIOR TO THE PERFORMANCE OF ADDITIONAL WORK APPROVED IN THE MANNER HEREIN DESCRIBED, AND SELLER ELECTS TO CONTINUE PERFORMANCE SO AS TO AVOID DELAYS, THEN THE ESTIMATE OF SELLER'S ESTIMATING DEPARTMENT AS TO THE VALUE OF THE WORK SHALL BE DEEMED ACCEPTED BY THE PURCHASER.

**PRICES**

IN ADDITION TO THE PRICES SPECIFIED HEREIN, PURCHASER SHALL PAY FOR ALL EXTRA WORK REQUESTED BY PURCHASER OR MADE NECESSARY BECAUSE OF INCOMPLETENESS OF OR INACCURACY IN PLANS OR OTHER INFORMATION SUBMITTED BY PURCHASER WITH RESPECT TO LOCATION, TYPE OF OCCUPANCY, OR OTHER DETAILS OF WORK TO BE PERFORMED HEREUNDER. IN THE EVENT THE LAYOUT OF PURCHASER'S FACILITIES HAS BEEN ALTERED, OR IS ALTERED BY PURCHASER PRIOR TO COMPLETION OF HIS CONTRACT, PURCHASER SHALL ADVISE SELLER, AND PRICES, DELIVERY, AND COMPLETION DATES QUOTED HEREIN SHALL BE CHANGED BY SELLER AS MAY BE REQUIRED.

**LEGAL NOTICE**

FOR THE PURPOSES OF ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN HEREUNDER, SUCH NOTICE OR NOTICES SHALL BE DEEMED GIVEN WHEN RECEIVED.

**CLAIMS**

ANY CLAIMS AGAINST SELLER ARISING HEREUNDER SHALL BE DEEMED WAIVED UNLESS THEY ARE PRESENTED IN WRITING, WITH PARTICULARS, WITHIN TEN (10) DAYS AFTER THEY ARISE.

**TERMS AND CONDITION/TECHNICAL SPECIFICATIONS**

THE TERMS AND CONDITIONS SPECIFIED HEREIN SHALL BE IN ADDITION TO THOSE PUT IN SELLER'S TECHNICAL SPECIFICATIONS AND SELLER'S AUTHORIZED REPRESENTATIVE SHALL RESOLVE ANY INCONSISTENCIES.

**ARBITRATION**

AT THE OPTION OF THE SELLER, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**OVERTIME**

UNLESS OTHERWISE SPECIFIED BY PURCHASER, ALL SERVICE WORK SHALL BE PERFORMED DURING REGULAR WORKING HOURS. IF PURCHASER SHALL REQUIRE ANY OVERTIME LABOR, PURCHASER AGREES TO REIMBURSE SELLER FOR THE OVERTIME PREMIUM COST INCLUDING ALL RELATED PAYROLL COSTS, PLUS SELLER'S OVERHEAD AND PROFIT, PAYABLE MONTHLY.

**PROPRIETARY DATA**

ALL SPECIFICATIONS, DRAWINGS, DESIGNS, DESCRIPTIVE MATTER, AND OTHER DATA FURNISHED BY SELLER TO PURCHASER PERTAINING TO THE WORK PROPOSED HEREIN SHALL BE DEEMED PROPRIETARY AND SHALL BE KEPT IN CONFIDENCE BY PURCHASER AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT AS MAY BE NECESSARY IN THE PERFORMANCE OF ANY CONTRACT WITH THE SELLER. IN THE EVENT SELLER REQUESTS THE RETURN OF ANY SUCH PROPRIETARY MATERIAL AND ANY REPRODUCTIONS THEREOF, PURCHASER SHALL PROMPTLY RETURN THE SAME TO SELLER.

**IN CASE OF ANY** DEFAULT BY PURCHASER, SELLER SHALL BE ENTITLED TO PAYMENT FOR ALL WORK PERFORMED, ALL TERMINATION COSTS INCURRED, AND ANY OTHER COSTS INCURRED BY SELLER, INCLUDING OVERHEAD AND PROFIT. ALL SUCH REMEDIES OF SELLER ARE CUMULATIVE AND NOT EXCLUSIVE. DEFAULT BY PURCHASER SHALL CONSIST OF: FAILURE TO PAY ANY INSTALLMENT OF PRICE WHEN DUE, NO DEMAND BEING NECESSARY, OR ANY ACT OR OMISSION ON THE PART OF PURCHASER WHEREBY SELLER IS PREVENTED FROM COMPLETING SAID SERVICE, OR RECEIVERSHIP, BANKRUPTCY, ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR ANY OTHER FORM OF INSOLVENCY PROCEEDINGS BY OR AGAINST PURCHASER OR IN CASE SAID PREMISES OR SAID SYSTEM SHALL BE ATTACHED, LIEN AND OR SEIZED BY PROCESS OF LAW AND SUCH ATTACHMENT OR LIEN SHALL NOT BE VACATED OR SEIZURE TERMINATED WITHIN TEN (10) DAYS AFTER ITS OCCURRENCE.

**BACK CHARGE**

NO CHARGES SHALL BE LEVIED BY THE PURCHASER AGAINST THE SELLER UNLESS (48) HOURS PRIOR WRITTEN NOTICE IS GIVEN TO SELLER TO CORRECT ANY ALLEGED DEFICIENCIES/ CLEAN-UP WHICH NECESSITATES SUCH CHARGES AND UNLESS DEFICIENCIES ARE THE DIRECT FAULT OF SELLER.

**OSHA**

PURCHASER WILL INDEMNIFY AND HOLD HARMLESS THE SELLER FROM AND AGAINST ANY CLAIMS, DEMANDS OR DAMAGES RESULTING FROM THE ENFORCEMENT OF THE OCCUPATIONAL SAFETY HEALTH ACT (PUBLIC LAW 91-596), UNLESS SAID CLAIMS, DEMANDS OR DAMAGES ARE A DIRECT RESULT OF CAUSES WITHIN THE EXCLUSIVE CONTROL OF SELLER.

Design

Installation

Service

Inspections



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Das GreenHaus Presentation and request for funds.

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Chad Carpenter  
Kendall County Commissioner, Precinct 4

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

20 Minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action regarding funding for Das GreenHaus. This funding will allow Das GreenHaus to cover costs for Purchasing Operating Assets/FFE, Website Development, Programming/Licensing, and Prepaid rent for 1 year. Funding request is \$290,000.00



**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

The previous court approved \$500,000 for Das GreenHaus. These funds were returned to the county, at the request of the court, due to Das GreenHaus changing office locations. Das GreenHaus has a new location and has requested a portion of those funds be re-considered.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Countywide

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☐ NO  
☒ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☒ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Das GreenHaus 381 Agreement  
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN KENDALL COUNTY AND  
DAS GREENHAUS, INC.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



Proposed Agreement and Request  
as June 5, 2023

Prepared by:  
Das GreenHaus Board of Directors

7 Upper Balcones Road  
Boerne, Texas 78006  
830.331.1220

[info@dasgreenhaus.org](mailto:info@dasgreenhaus.org)

[www.dasgreenhaus.org](http://www.dasgreenhaus.org)

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[Goals and Objectives Metrics](#)

[4 Year Projected Profit & Loss](#)

[Detailed Information Attached:](#)

- [Rental Space & Membership Offerings & Pricing](#)
- [Office and Co-working Space Floorplan](#)

[Separate Attached Document:](#)

- [Proposed Updated 381 Agreement \(DRAFT\)](#)

**Das GreenHaus respectfully asks the Court to keep in mind that this is a ONE TIME request. There is no intention or anticipated need for DGH to return to the Court for future financial assistance.**

## **REQUEST OVERVIEW**

Since this attached Business Plan contains information that has been discussed and presented previously, the purpose of this Overview is to provide an abbreviated status update with information specifically addressing our Request and Proposed updated 381 Agreement

Requested Funds will be used for the following expenditures which will have a direct impact in the services and educational tools for members and the community at large who utilize the facility and it's programming:

Purchase Operating Assets/FFE	\$155,000
Website Development	\$ 14,000
Programming/Licensing	\$ 50,000
Prepaid Rent 1 yr(No taxes,Ins. or CAM)	<u>\$ 71,000</u>
Total	\$290,000

## **REQUEST RATIONAL (How it will have an impact)**

Operating Assets/FFE: The facility has unfurnished common area space which requires FFE for it to be rentable workspace. Additionally, there are individual offices furnished for single person use. By replacing assets in these offices with reconfigurable FFE, we can create flexible workspaces that are adaptable to fit a variety of uses. This will enable DGH to provide a wider range of options and services to members, guests, businesses and community groups allowing DGH rental space to be used more effectively and efficiently with the opportunity to generate higher revenues.

Website Development: We have been able to develop a simple splash page with information about DGH mission and purpose. We are in the process of updating its content. These funds will enable our website to be interactive for the user and provide information in a more professional and attractive way. It will allow us to link customized programming tutorials for members to access. The more interactive website works hand in hand with the Premium Programming we need to better serve our members and to be more competitive.

Programming/Licensing: In order to conserve cash, DGH opted to engage with a "Standard" programming package that provides for DGH internal operations and reporting. A more robust "Premium" programming package is available that will add the ability for DGH Members to virtually interact with other DGH Members, Mentors, Coaches, Instructors as well as tutorials and coursework for all elements of business. This will allow DGH to offer higher value services to members and enhances DGH ability to be more competitive.

Prepaid Rent 1 yr: We negotiated for a below market lease rate and in exchange, the landlord required a 2 year rent prepayment. A primary reason that our members come to DGH and use this facility is to have a professional workplace to meet clients and collaborate with their co-workers and peer entrepreneurs as well as attend educational training sessions and meet with their mentors and coaches. It is imperative that we have a facility that can provide for their needs. The request amount for prepaid rent is lease expense only and does not include any cost for taxes, insurance or common area maintenance.

## GOALS AND OBJECTIVES

DGH will follow the outlined goals and objectives Metrics outlined in the proposed 381 Agreement  
Target Metrics for Key Performance Indicators are:

- Profitability: To attain monthly net positive cash position within twelve months of commencement and generate positive average net income by the end of the second year of operations.
- Monthly memberships: To engage up to 50 members per year
- Entrepreneur Course Graduates: To graduate 10 members by the end of Year 2
- Sublease Revenue: To generate \$55,000 per year in revenue
- Companies Launched: To successfully launch up to five (5) companies in the first three years.

## 4 YEAR PROJECTED PROFIT/LOSS

The following table reflects projected annual profit & loss.

Income				
	Year 1	Year 2	Year 3	Year 4
Rental Income	\$65,770	\$103,767	\$145,020	\$181,460
Membership Income	\$8,050	\$18,750	\$31,250	\$35,675
Programs/Training Income	\$17,620	\$32,845	\$53,900	\$72,580
Charitable Contributions	\$25,000	\$45,000	\$55,000	\$55,000
<b>Total Operating Income</b>	<b>\$116,440</b>	<b>\$200,362</b>	<b>\$285,170</b>	<b>\$344,715</b>
Expenses				
	Year 1	Year 2	Year 3	Year 4
Rent+Taxes+Ins+CAM	\$0	\$20,004	\$99,600	\$108,000
Utilities	\$12,660	\$12,060	\$12,060	\$12,780
Salaries/PR Taxes	\$57,915	\$95,238	\$101,673	\$120,978
Marketing/PR	\$9,000	\$9,600	\$9,600	\$11,400
IT/Website/software Licensing	\$7,550	\$7,720	\$7,720	\$10,020
Programming/Training	\$14,175	\$17,950	\$17,950	\$28,350
Office/Kitchen Supplies	\$7,750	\$9,000	\$9,000	\$12,600
Insurance	\$6,190	\$7,220	\$7,950	\$9,120
Professional Fees	\$1,200	\$1,200	\$1,200	\$2,400
Fundraising	\$0	\$10,000	\$10,000	\$14,000
Contingency	\$0	\$10,370	\$8,417	\$15,067
<b>Total Operating Expense</b>	<b>\$116,440</b>	<b>\$200,362</b>	<b>\$285,170</b>	<b>\$344,715</b>
<b>NET INCOME(EXPENSE)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Projections are based on best educational estimates and known expenses. Positive cash position is expected to be maintained with beginning cash on hand and revenues generated throughout the year.

## PROPOSED UPDATED 381 AGREEMENT

The accompanying Agreement DRAFT has been updated to reflect the current status and situation for DGH. We offer this DRAFT for consideration.



## MEMBERSHIP OFFERINGS

Das GreenHaus seeks to provide a shared, community-driven workspace for location independent workers, startups, founders, scale-ups and anyone who we and they mutually agree fits our community. It exists because of you and for you. As a member, you will not just be a customer of Das GreenHaus; you will be an active and integral part of what Das GreenHaus is and does for you and the community.

### All Memberships include:

- Space access, shared workstations, lounge areas and private meeting area
- Access to high-speed internet
- Use of conference rooms \*\*
- Free use of Break Room
- Free Coffee
- Free Admission to Das GreenHaus hosted Community events held in the space.
- Free Unassigned Parking

### Community Member – Free

- All Membership benefits described above

### Member for a Day - \$25/day

- Discounted price for at least 5 passes purchased at one time
- 1 hour/month conference room use on day of attendance

### Virtual Office - \$25/month

- 2 hours/month conference room use any weekday\*\*
- Mailing Address

- Access to DGH hosted workshops, training sessions, seminars at member rate

Monthly membership - \$175/month

- Access to Idea-2- Market Entrepreneur program
- Access to shared work tables or private office (based on availability)
- Video conference capability
- Mailing Address with assigned Mailbox number
- 4 hours/month conference room use any weekday\*\*
- Admission to all DGH hosted workshops, training sessions, seminars
- Access to one-on-one Mentorship

Dedicated Private Office - \$275 - \$650 based on sqft & amenities

- Access to shared work tables
- Video conference capability
- Mailing Address with assigned Mailbox number
- 8 hours/month conference or training room use any weekday and weekend\*\*
- Access 24 Hr/7days a week
- Admission to all DGH hosted workshops, training sessions, seminars
- Admission to Idea-2 Market Entrepreneur Program
- Access to one-on-one Mentorship
- Access to Student Interns
- Access to Funding Sources

***\*\* Conference Rooms should be reserved at least 3 days in advance. Reservations are based on a first come/first served basis. Any payment due will be required at time of reservation.***

**Idea-2-Market Entrepreneur Program** - \$240 per year (1 year minimum)

Begins with a free analysis of the stage your business is in and developing a customized business path for you and your product/service to succeed. Followed by a self paced, guided program for each stage of business with goal of realizing a successful small business launch. Program includes one-on-one mentor sessions that will cover topics such as identifying potential customers, conducting market research, building your business value proposition, product viability, financial modeling, creating a business plan, building a pitch deck and how to find potential investors, business angels, grants and other funding sources.

**Conference Room Rental:**

**Small Conference Room** – (up to 6 people) \$20/Hr Member \$25/Hr Non-Member

**Large Conference Room** – (up to 20 people) \$50/Hr Member \$100/Hr Non-Member

**Business Hours:**

Das GreenHaus will be open Monday – Friday 8:00 AM to 5:00 PM for operations of open work areas; conference and training rooms. Private Office Members with 24/7 access will be given instructions on how to enter the building after business hours



## **Payments**

### **Dates:**

An Active Membership Month is a month that a member has access to the space and facilities. This period runs from the first to the last day of each month.

- All membership payments are due on the 30<sup>th</sup> of the month preceding an Active Membership Month
- Invoices will be issued via email on the 20<sup>th</sup> of the month preceding an Active Membership Month
- Das GreenHaus reserves the right to withhold services if payments are not received on time. This includes revoking access to the Das GreenHaus building.
- Private Offices are leased based on rates and terms per an individual 12 month lease agreement.

## **Deposit**

- Das GreenHaus reserves the right to assess a fully refundable deposit for Office or Monthly Membership should we deem it appropriate.
- A deposit is equal to two (2) months membership.
- The member or Das GreenHaus may decide at their will to use the deposit in lieu of final two (2) months membership dues.

## **Cancellation Policy**

- Should a member wish to cancel their membership they must do so at least 1 month prior to their leaving date.
- With respect to these terms and conditions, any outstanding membership deposit will be returned no later than 10 days after the final day of membership or utilized as the final months membership.



## **MEMBERSHIP ADDITIONAL INFORMATION CODE OF CONDUCT**

### **Das GreenHaus Environment**

Keeping our space clean, safe and comfortable is a community effort. Das GreenHaus will have the whole space cleaned once a week however each member should endeavor to keep their own area/office clean of trash and unwanted items. Whiteboards should be cleaned after use for other users.

In consideration of others while utilizing Das GreenHaus space and amenities, we ask you to follow these few guidelines:

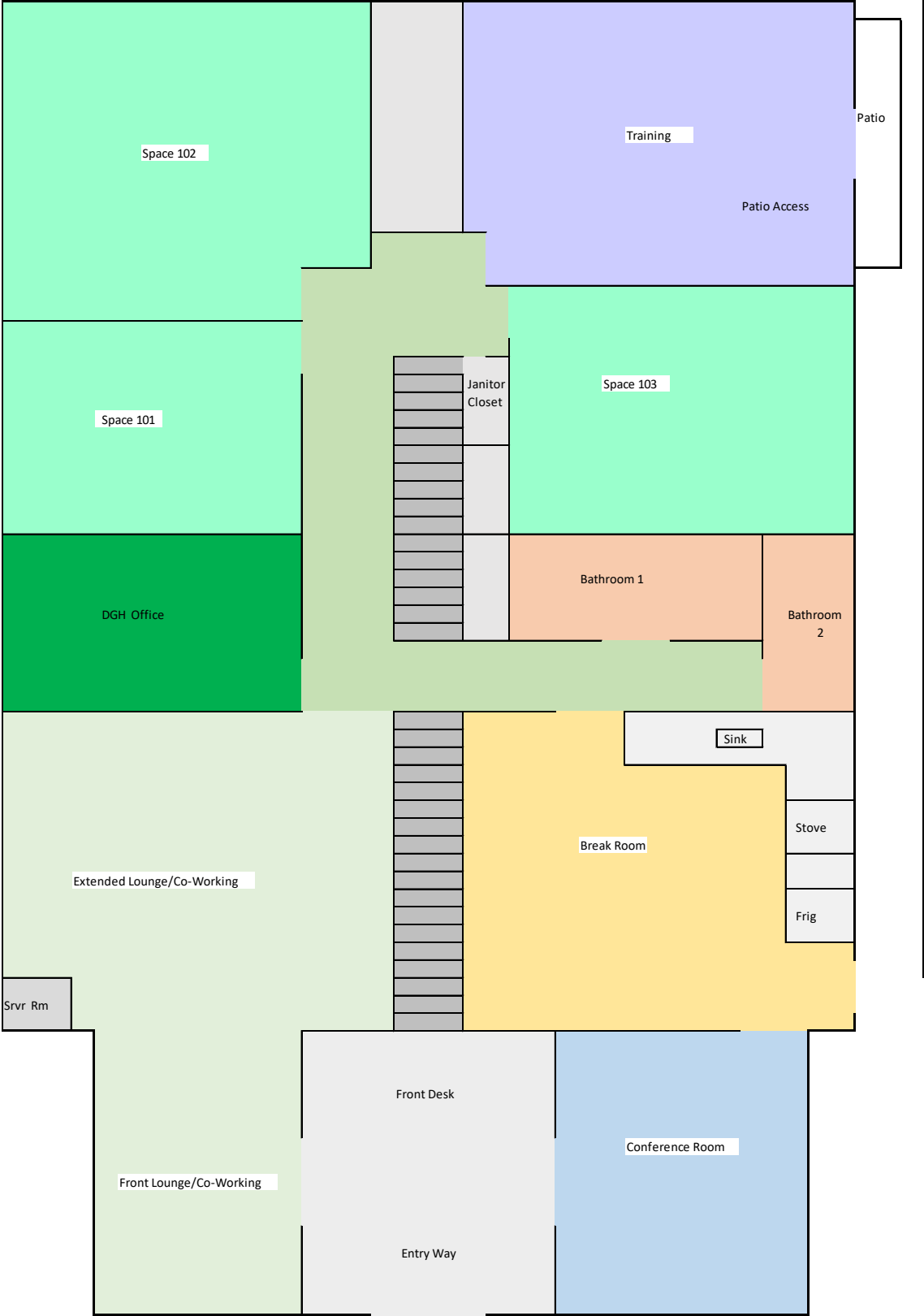
- Keep noise volume to a reasonable level. We ask you not to conduct loud phone calls in the open work areas and lounges.
- A clean out of the Break Room refrigerator will occur every Friday evening. If you have an item that you would like retained please put a note on the item indicating such otherwise it will be disposed of.
- It is the responsibility of each member and guest to make sure their space is clean, clear from hazards or annoyance to other members.

### **Event Space**

The Das GreenHaus building doubles as an event space during occasional weekends and evenings. There are two pricing rates for rental of the space; a membership rate and a non member rate. This means that the open space areas will be used occasionally. This will only happen with prior notice.

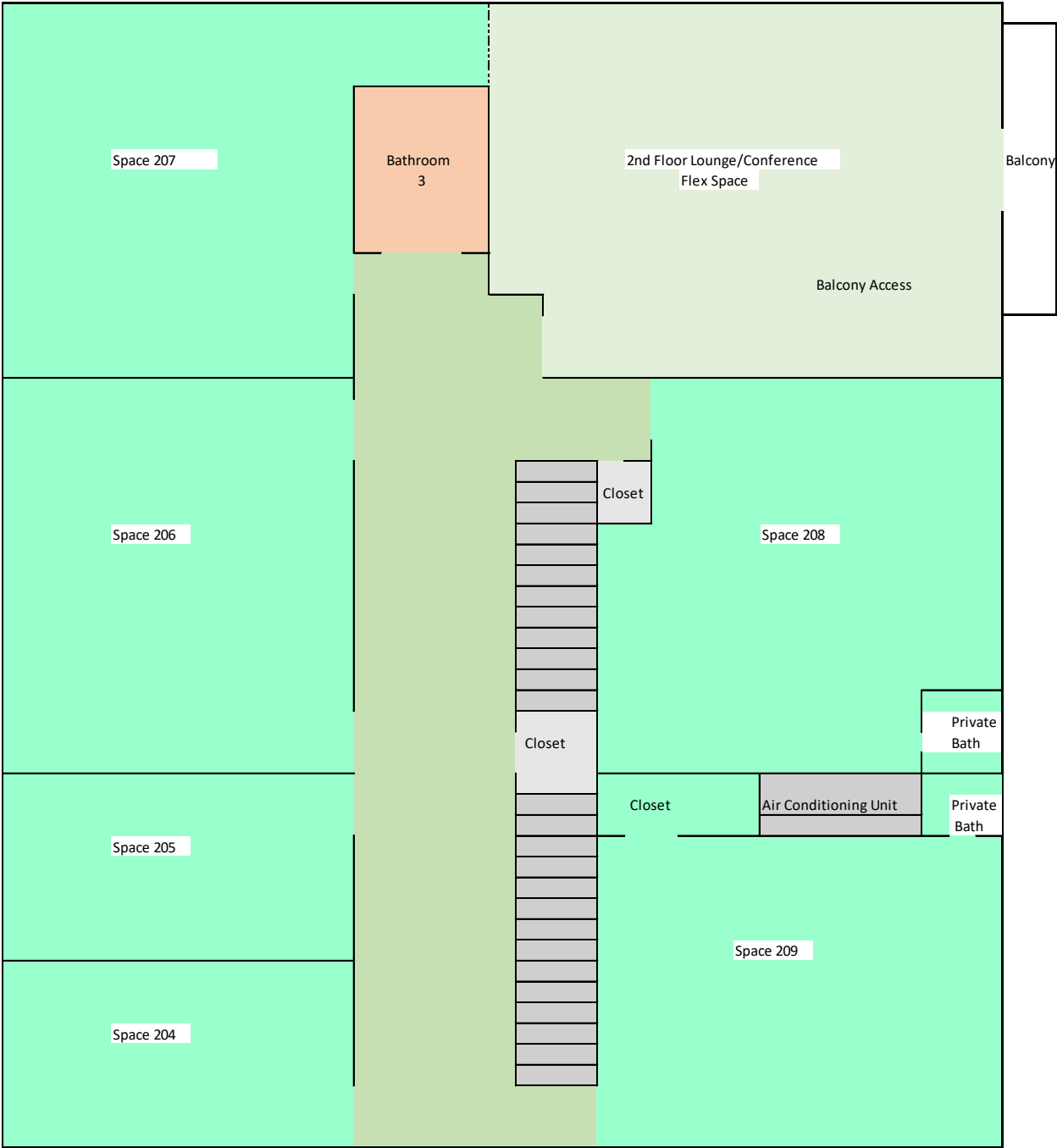


7 Upper Balcones Rd - Ground Floor



Ground Floor

7 Upper Balcones Rd - Second Floor



Second Floor

## **ECONOMIC DEVELOPMENT AGREEMENT BETWEEN KENDALL COUNTY AND DAS GREENHAUS, INC.**

This Grant Agreement (this “Agreement”) is entered into by and between KENDALL COUNTY, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), and DAS GREENHAUS, INC. (hereinafter referred to as “DAS GREENHAUS”), a 501(c)(3) non-profit organization.

WHEREAS, COUNTY is authorized and empowered under TEXAS LOCAL GOVERNMENT CODE, Chapter 381 and other applicable Texas laws pertaining to economic development to make grants of public money to promote state and local economic development and to stimulate business and commercial activity in Kendall County; and

WHEREAS, DAS GREENHAUS endeavors to strengthen the local economy by establishing a Business Incubator in Kendall County to provide temporary office, conference, and co-working space, as well as training and other services to early stage entrepreneurs contemplating the founding of new businesses in Kendall County; and

WHEREAS, COUNTY believes that the grant of public money to DAS GREENHAUS will promote state or local economic development and stimulate, encourage, and develop business location and commercial activity in the county, and

WHEREAS, in consideration of DAS GREENHAUS’ operation of its business within Kendall County and its tracking and reporting of certain performance metrics as set forth herein, COUNTY agrees to grant to DAS GREENHAUS certain cash incentives as set out herein; and

WHEREAS, to ensure that the benefits COUNTY provides under this Agreement are utilized in a manner consistent with TEXAS LOCAL GOVERNMENT CODE, Chapter 381 and other law, DAS GREENHAUS agrees to comply with certain conditions for receiving those benefits, including conditions relating to job creation and business operations;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, COUNTY and DAS GREENHAUS (each a “Party,” collectively, the “Parties”) represent and agree as follows:

### **Article I Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Affiliate” shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with DAS GREENHAUS, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or

cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any portion of the Property owned by DAS GREENHAUS or a material part of a Party’s property, and such appointment is assignment for the benefit of creditors, the filing of a voluntary petition for bankruptcy protection by a Party, or the commencement of an involuntary bankruptcy proceeding against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Chapter 381 Payment(s)” shall mean that amount paid as a grant under Texas Local Government Code, Chapter 381, by COUNTY to DAS GREENHAUS.

“Commencement” shall mean DAS GREENHAUS’s initiation of its business operations.

“DAS GREENHAUS” shall mean Das GreenHaus, a 501(c)(3) non-profit corporation and its successors and permitted assigns.

“Effective Date” shall mean the date this Agreement is fully executed by both COUNTY and DAS GREENHAUS.

“Facility” shall mean a building or structure erected on the Property.

“Cash Incentive” shall mean Two hundred ninety thousand dollars and no cents (\$290,000.00) granted to DAS GREENHAUS by COUNTY for the purposes described herein.

“Force Majeure” shall mean any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (b) is beyond the reasonable control of the affected Party; (c) is not due to the affected Party’s fault or negligence and (d) could not be avoided by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include; (i) natural phenomena such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) delays in obtaining necessary goods or services essential for Project completion

caused by an epidemic or pandemic; (vi) fires; (vii) actions or omissions of a Governmental Authority that were not voluntarily induced or promoted by the affected Party or brought about by the breach of its obligations under this Agreement or any Applicable Law; and (viii) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof, provided however, that under no circumstances shall Force Majeure include any of the following events: (A) DAS GREENHAUS' financial inability to perform as a result of economic hardship or changes in market conditions; or (B) any strike or labor dispute involving the employees of DAS GREENHAUS or any Affiliate of DAS GREENHAUS, other than industry or nationwide strikes or labor disputes.

"Governmental Authority(ies)" shall mean any Federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body whether legislative, judicial or executive (or a combination or permutation thereof), including a local government corporation.

"Improvements" shall mean the modifications to an approximately 4800 square ft. building located at 7 Upper Balcones Road, Boerne, Kendall County, TX, with offices, meeting, and classroom facilities, and other ancillary facilities such as required parking and landscaping, and as more fully described in the submittals to be filed with the COUNTY by DAS GREENHAUS.

"Maximum Payment Amount" shall mean the total, not to exceed amount of cash incentives which may be paid to DAS GREENHAUS by COUNTY as a Chapter 381 Payment during the term of this Agreement, which amount shall not exceed Two hundred ninety thousand dollars and no cents (\$290,000.00).

"Project" is DAS GREENHAUS' creation and operation of a business incubator located at 7 Upper Balcones Road, Boerne, Kendall County, Texas.

"Property" shall mean the Real Property and Tangible Personal Property, excluding Inventory and Supplies.

## **Article II General Provisions**

2.1 All of the above premises are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

2.2 DAS GREENHAUS shall, before August 25<sup>th</sup> of each calendar year that the Agreement is in effect, certify in writing to COUNTY that it is in compliance with each term of the Agreement. DAS GREENHAUS shall, at least one time per year (following the August 25<sup>th</sup> certification), file a report with the Kendall County Commissioners Court on



the status of its operations and the achievements that it has made during the previous year relative to the parameters described in Article V.

2.3 The Property and the Improvements constructed thereon shall for the term of this agreement be used only in a manner that is consistent with the operations of a business incubator.

### **Article III**

#### **Chapter 381 Payments Authorized**

3.1 Subject to the terms and conditions of this Agreement, COUNTY hereby grants a one-time cash incentive to DAS GREENHAUS of Two hundred ninety thousand dollars and no cents (\$290,000.00). DAS GREENHAUS shall use the proceeds of this one-time cash incentive to pay rent, purchase office furniture, fixtures, and equipment; develop and operate a website; and purchase programming software, IT equipment, and associated licenses.

3.2 During the term of this Agreement, DAS GREENHAUS shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided however, that this Agreement shall not prohibit DAS GREENHAUS from claiming any exemptions from tax provided by applicable law.

3.3 DAS GREENHAUS agrees to continuously lease the Property for a period of at least three (3) years beginning 1, 2023. Upon conclusion of the lease term, DAS GREENHAUS shall have the option to renew the lease at 7 Upper Balcones for an additional term or move project operations to another location deemed more suitable for the purposes of the project.

3.4 The term of this Agreement shall begin on the Effective Date and shall continue until

### **Article IV**

#### **Improvements**

4.1 DAS GREENHAUS is under contract to lease the Property and locate Tangible Personal Property thereon.

4.2 As a condition precedent to the initiation of DAS GREENHAUS' cash incentive pursuant to this Agreement, DAS GREENHAUS agrees, subject to events of Force Majeure, to cause commencement of operations to occur no later than December 31, 2023, as good and valuable consideration for this Agreement.

4.3 DAS GREENHAUS agrees to maintain the building during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 COUNTY, its agents and employees shall have the right of access to the Premises at reasonable times and with reasonable notice to DAS GREENHAUS, and in accordance with visitor access and security policies of DAS GREENHAUS, in order to ensure that the facility and its operations are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

## **Article V METRICS OF DAS GREENHAUS**

5.1 An Incubator is designed to reduce the chances of failure of an early-stage start-up and provide necessary support and access to resources that results in the financial and economic viability of the start-up. The value proposition of an incubator, therefore, depends on how successfully it can develop a robust and relevant support structure to fulfil these fundamental needs of these early-stage companies. Experience has shown there is a diverse set of metrics such as the number of start-ups incubated, percentage of successful exits, financial sustainability of the incubator, engagement with mentors, faculty and investors, funding support, infrastructure support and employment generation that determine the success of an incubator.

5.2 Key Performance Indicators that will be tracked to assess DAS GREENHAUS progress include the following: Enterprise profitability; the number of individuals using co-working spaces; the number of individuals graduated from the

Entrepreneur Course; revenue generated by the lease of co-working, training room, and conference space; the number of incubated companies launched.

The targets for each KPI are as follows:

- Profitability: To attain monthly net positive cash position within twelve months of commencement and generate positive average net income by the end of the second year of operations.
- Monthly memberships: To engage up to 50 members per year
- Entrepreneur Course Graduates: To graduate 10 members by the end of Year 2
- Sublease Revenue: To generate \$55,000 per year in revenue
- Companies Launched: To successfully launch up to five (5) companies in the first three years.

It is expressly agreed that failure to achieve each KPI shall not constitute a default by DAS GREENHAUS unless such failure is the result of gross negligence or malfeasance on the part of DAS GREENHAUS.

5.3 During the Term of this Agreement, DAS GREENHAUS shall provide a report to the Kendall County Commissioners Court detailing its progress relative to the Key Performance Indicators.

## **Article VI DEFAULT, TERMINATION AND RECAPTURE**

6.1 This Agreement shall terminate upon any one or more of the following, and the COUNTY shall have no further obligations to make any further Chapter 381 Payments:

- (a) By mutual agreement of the Parties;
- (b) Expiration Date;
- (c) By the COUNTY, if DAS GREENHAUS suffers an event of Bankruptcy or Insolvency;
- (d) By the COUNTY or DAS GREENHAUS in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within sixty (60) days after written notice by the non-breaching Party.

6.2 If DAS GREENHAUS should default in the performance of its obligations specified in Articles III, IV, and V of this Agreement, the COUNTY shall provide DAS GREENHAUS written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to pursuing any remedy for default.

6.3 In the event DAS GREENHAUS fails to cure such default, the COUNTY shall have the right to demand recapture of up to 100% of the cash incentive if default occurs during Year one, 66.6% of the cash incentive if default occurs in Year 2, and 33.3%

of the cash incentive if breach occurs in Year 3 of the Term of this Agreement by COUNTY to DAS GREENHAUS, provided however that COUNTY shall consider the success of DAS GREENHAUS in the incubation of businesses in Kendall County. DAS GREENHAUS shall repay to the COUNTY the total amount of COUNTY'S demand within thirty (30) days of the COUNTY's written demand. Any amounts not timely paid shall be considered delinquent property taxes and shall bear penalty, fees, and interest at the rate prescribed by law for delinquent property taxes.

6.4 The COUNTY's right and authority to pursue any default and to recover all of the Chapter 381 Payments made to DAS GREENHAUS under this Agreement shall survive the termination of this Agreement.

## **Article VII Miscellaneous**

7.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for COUNTY, to:

Attn: County Judge  
Kendall County  
210 E. San Antonio Ave.  
Boerne, Texas, 78006

If intended for DAS GREENHAUS, to:

Attn: Kathy Estes, President Das GreenHaus Board of Directors  
7 Upper Balcones Road  
Boerne, Texas 78006

7.2 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

7.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Kendall County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

7.6 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

7.7 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.8 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by DAS GREENHAUS without the prior written consent of COUNTY which consent shall not be unreasonably withheld, conditioned or delayed.

7.9 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of COUNTY and DAS GREENHAUS.

7.10 Place of Performance. Performance and all matters related thereto shall be in Kendall County, Texas, United States of America.

7.11 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

7.12 No Debt. Under no circumstances shall the obligations of COUNTY hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

7.13 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

7.14 Employment of Undocumented Workers. During the term of this Agreement, DAS GREENHAUS agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), DAS GREENHAUS shall repay to COUNTY all Cash Incentives received under this Agreement as of the date of such violation within 120 days after the date DAS GREENHAUS is notified by COUNTY of such violation, plus interest at the rate of 5% simple interest from the date of DAS GREENHAUS' receipt of the Cash Incentives until repaid.

7.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

## **ARTICLE VIII REPORTING AND AUDITING**

8.1 Compliance Certification. DAS GREENHAUS shall, before August 25th of each calendar year that the Agreement is in effect, certify in writing to COUNTY that it is in compliance with each term of the Agreement, using the Certificate of Compliance form attached hereto as Exhibit "A". The submission of these reports shall be the responsibility of DAS GREENHAUS and shall be signed by an officer of he DAS GREENHAUS. Current year paid tax receipts shall be attached to the form as an Exhibit.

8.2 Access to Records / Right to Audit. DAS GREENHAUS shall allow COUNTY reasonable access, during normal business hours, to examine its records and books and all other relevant records related to the DAS GREENHAUS' compliance with the performance requirements of this Agreement.

DAS GREENHAUS, INC.,

KENDALL COUNTY, TEXAS

BY:\_\_\_\_\_

BY:\_\_\_\_\_

Kathy Estes, Das GreenHaus Board President Shane Stolarczyk, County Judge

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

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

ATTEST: \_\_\_\_\_

County Clerk

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

DRAFT

THE STATE OF TEXAS §

§

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ Board President of DAS GREENHAUS, INC., a Texas Limited Liability Company, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas



THE STATE OF TEXAS   §  
                                     §  
COUNTY OF KENDALL   §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared SHANE STOLARCZYK, County Judge of KENDALL COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

**CERTIFICATE OF COMPLIANCE**

**REPORTING YEAR \_\_\_\_\_**

**I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF DAS GREENHAUS, INC., HEREBY CERTIFY THAT THE DAS GREENHAUS, INC. HAS COMPLIED FULLY WITH THE CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT DURING THE REPORTING YEAR.**

**SIGNATURE: \_\_\_\_\_**

**PRINTED NAME: \_\_\_\_\_**

**TITLE: \_\_\_\_\_**

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

**RECEIVED BY:**

\_\_\_\_\_

**COUNTY AUDITOR**

**KENDALL COUNTY, TEXAS**

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

**EXHIBIT "B"**  
**KENDALL COUNTY, TEXAS**  
**PAYMENT REQUEST FORM**

**381 ECONOMIC DEVELOPMENT AGREEMENT**

**THE FOLLOWING PAYMENT REQUEST IS CONSISTENT WITH THE ECONOMIC DEVELOPMENT 381 AGREEMENT BETWEEN KENDALL COUNTY, TEXAS AND DAS GREENHAUS, INC., SIGNED AND APPROVED BY THE KENDALL COUNTY COMMISSIONERS COURT ON AUGUST \_\_\_\_, 2023.**

**MAKE PAYMENT TO:**

**DAS GREENHAUS, INC..**

**PAYMENT #:**\_\_\_\_\_

**AFFIRM THAT THE AMOUNT ABOVE WAS PAID IN FULL AND ON TIME TO THE KENDALL COUNTY TAX OFFICE.**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**  
**RECEIVED BY:**

\_\_\_\_\_  
**COUNTY AUDITOR**  
**KENDALL COUNTY, TEXAS**  
**DATE:** \_\_\_\_\_



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Rescind letter to TxDot requesting the purchase of Surplus North Tract No. 1

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Richard Chapman  
Commissioner Precinct 3

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 339

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 Minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action to rescind the request to TxDot to obtain Surplus North Tract No. 1

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

To allow the development to proceed as previously planned.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Countywide

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☒ NO  
☐ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Transfer of asset from EMS to Sheriff's Office

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Sheriff Al Auxier

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9721

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action to transfer the decommissioned ambulance, a 2014 Dodge Ram 3500, unit 2790 from EMS to the Sheriff's Office.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

To allow the Sheriff's Office the use of the decommissioned ambulance as a crime scene response asset.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Countywide

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

List of advantages for a mobile crime scene lab/unit.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None

#### ADVANTAGES OF A CRIME SCENE LAB/UNIT:

- 1) Weather contributes to difficulties in collecting and processing evidence. With a mobile Crime Scene Van, Investigators can collect, process, and tag important crucial evidence for many cases.
- 2) Having a mobile unit assists Investigators in processing evidence away and out of sight of on-lookers or family members.
- 3) Mobile Unit allows Investigators to carry essential items while processing a scene. These would include: Ladders, Tents, hand instruments (shovels, rakes, hand tools, power tools, spot lights, etc.), extra supplies, not currently able to carry due to smaller units such as Crime Scene Tape, bags, labels, paint cans for flammable items, glass jars used to hold liquid, plastic bag sealer (to preserve evidence), evidence boxes for firearms, black lights, camera equipment, fingerprint extra equipment, and other essential equipment to process scenes for Homicides, Suicides, Arson Investigations, mass casualties where numerous victims have suffered loss, and hold a large area for seizures of computer equipment and any type of evidence.
- 4) Mobile unit allows Investigators to conduct interviews in a closed secured area, away from other people so victims or witnesses do not feel pressured from on lookers or other family members. This unit will allow victims and suspects to be photographed out of the weather and away from other individuals on scene (private for the individual).
- 5) Mobile Unit allows investigators to process this evidence on scene and tag this evidence which speeds up this process and will not have to be done on scene (with paper bags) and then brought back to the office, unseal the evidence and process the evidence for a second time, placing the evidence into evidence room at the Sheriff's office.
- 6) A new Crime Scene Unit will run between \$3000,000.00 to \$500,000.00 which is usually an ambulance body made into a crime scene unit.
- 7) The crime scene unit has 120 volts inside and outside of the unit. At this current time, Kendall County Investigators do not have access to this on scenes and is essential, Investigators can plug in batteries for cordless tools, hook up extra lights for viewing a crime scene, charge laptops to conduct interviews and writing reports on scene, and have electricity at scenes where some citizens do not have electricity (bad weather, did not pay bill, or just none available).
- 8) The crime scene unit is an insulated box which protects items inside from elements outside, to include hot weather, cold weather, rain, and etc.
- 9) In 2023, a mobile crime scene unit could have been used on (5) specific occasions which CID executed search warrants and was called out to suicides, and (1) Aggravated Assault with deadly Weapon.
- 10) In 2022, a mobile crime scene unit could have been used on (3) search warrants, (4) suicides involving gunshots, (2) suicides by hanging, and (1) by overdose which was a bloody scene.



- 11) When dealing with suicides and Crimes Against person, CID deals with not only the scene, but multiple people (witnesses, victims, family members) which all need to be interviewed. The common practice is to have the individuals come to the Sheriff's Office and be interviewed and then go back to the home and deal with family matters. This is stressful and difficult for families and victims, with a mobile crime scene unit, these interviews can be conducted on scene, leaving the victim or family member at the home instead of pulling them away in difficult times.
- 12) In the past (3) years, CID has dealt with large homicide scenes which took numerous hours to handle and staff, with a mobile crime scene unit, this would have helped process, interview and clear the scene much faster and more efficient.
- 13) CID typically cannot carry with them all devices and instruments for every scene. With a mobile crime scene unit, we can carry and have ALL equipment and tools for any scene, leaving multiple investigators on scene to work, and not have individuals running back and forth for equipment, to conduct interviews, and can keep a clear line of communication with each other throughout the entire process of a scene.
- 14) Evidence from scenes will be held to one location, and not having to be transported back in multiple vehicles, thus keeping the chain of custody complete and never in question, leaving the evidence being brought in by one person and keeping all evidence secured in mobile crime unit.
- 15) Crime Scene Unit can be used as a proactive tool to teach target hardening to decrease the chance of citizens being victims within the community of Kendall County. The unit can be used to attend meetings, gatherings, Churches, Schools, social groups, and community events within Kendall County, to include National Night Out.
- 16) The unit is equipped to handle a small refrigerator inside to preserve biological matter (blood and semen) and any other evidence needed to be kept cool.
- 17) Crime Scene Unit can be used to conduct forensic fingerprint examinations for suspect(s), victim(s), and witness identification and eliminations.
- 18) Crime Scene Unit can be used for drone operations to include crime scene photography and measurements, missing person(s), suspects running at large, and crime scene aerial pictures.



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Partial Plat Cancellation of Miralomas Garden Homes Subdivision Unit 1

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle  
Commissioner Precinct 1 - Christina Bergmann

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on approving the partial cancellation of Miralomas Garden Homes Subdivision Unit 1, recorded in Volume 8, Page 157, and Volume 9, Page 144 of the plat records of Kendall County, Texas.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Partial Plat Cancellation of Miralomas Garden Homes Subdivision Unit 1

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Precinct 1

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☒ NO

☐ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Cancellation plat

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

The portion being canceled will be platted with Unit 3.



STATE OF TEXAS  
KENDALL COUNTY

**KENDALL COUNTY ORDER NO. 6-12-23**

**ORDER CANCELING Lot D, a portion of ROW (W Mariposa Pkwy), Lot 111 and Lots 74-77  
of Miralomas Garden Homes Subdivision Unit 1**

WHEREAS, on June 30, 2016, the approved Vacate and Replat for the subdivision named "Miralomas Garden Homes Subdivision Unit 1" was filed for record in Volume 8 Page 157 of the Plat Records of Kendall County; and

WHEREAS, on October 16, 2018, the approved Plat Revision for the subdivision named "Miralomas Garden Homes Subdivision Unit 1" was filed for record in Volume 9 Page 144 of the Plat Records of Kendall County; and

WHEREAS, by application by Pape-Dawson Engineers, on behalf of the owner/developer (Miralomas Development Corporation) of such subdivision requested Lot D, a portion of ROW (W Mariposa Pkwy), Lot 111 and Lots 74-77 of Miralomas Garden Homes Subdivision Unit 1 be canceled;

WHEREAS, notice was published in the Boerne Star for three consecutive weeks prior to a public hearing held on May 22, 2023.

NOW, THEREFORE, IT IS ORDERED by the Commissioners Court of Kendall County, Texas that Lot D, a portion of ROW (W Mariposa Pkwy), Lot 111 and Lots 74-77 of Miralomas Garden Homes Subdivision Unit 1 is hereby canceled.

IT IS FURTHER ORDERED that this Order is the instrument of cancellation for such subdivision and shall be recorded in the official records of Kendall County.

Approved this 12<sup>nd</sup> day of June 2023

\_\_\_\_\_  
Shane Stolarczyk, County Judge

Attest: \_\_\_\_\_  
Denise Maxwell, County Clerk





# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Final Plat of Miralomas Garden Homes Subdivision Unit 3

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle  
Commissioner Precinct 1 - Christina Bergmann

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on approving the final plat of Miralomas Garden Homes Subdivision Unit 3 in accordance to the 1997 Development Rules and Regulations and relief granted. The proposed subdivision would create 80 lots out of 53.474 acres for an average density of 0.67 acres/lot 2,285 linear feet of private roadway. The proposed subdivision would be served by central water and central sewer.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Final Plat of Miralomas Garden Homes Subdivision Unit 3

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Precinct 1

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

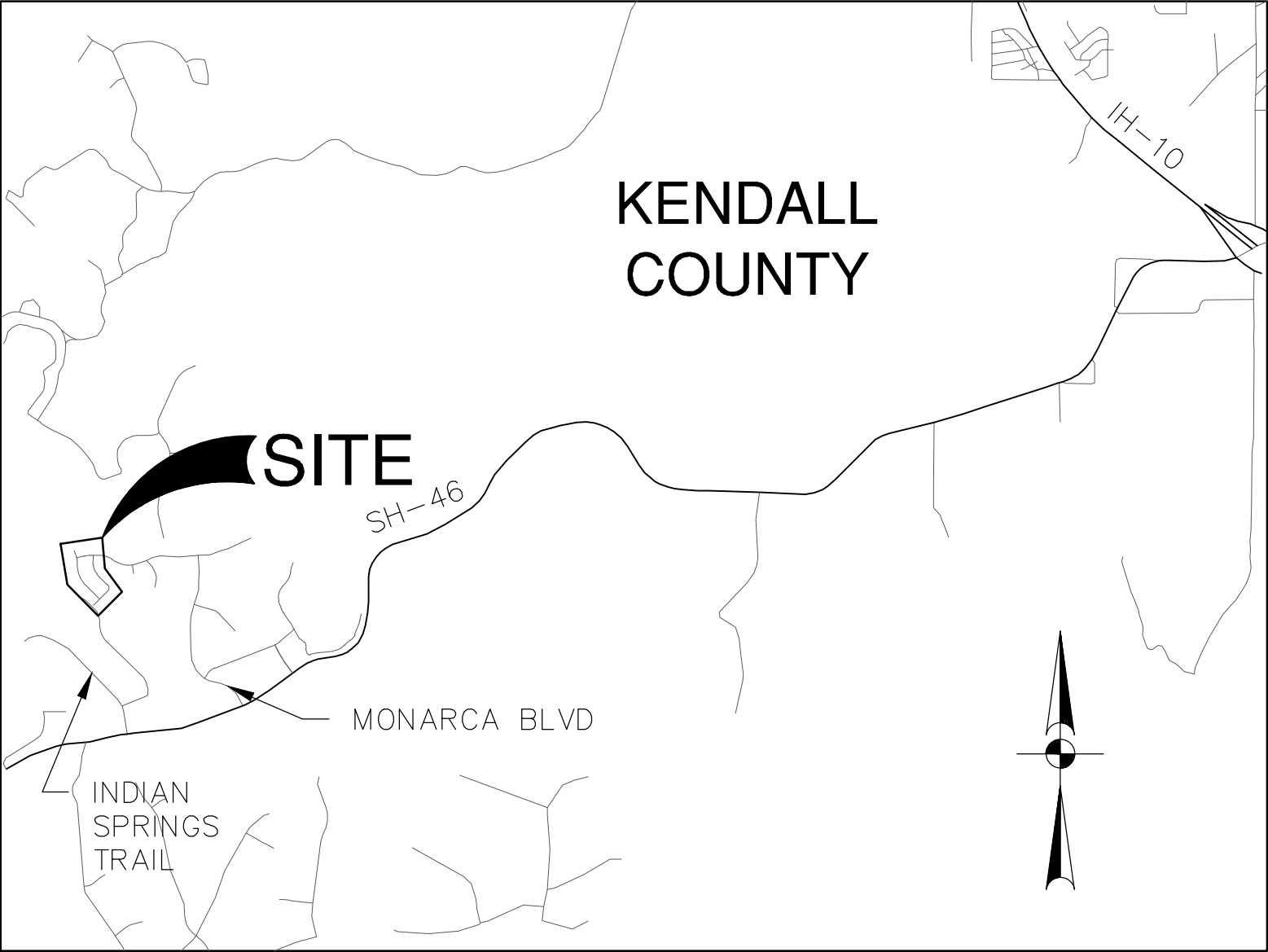
**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Final Plat Unit 3

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

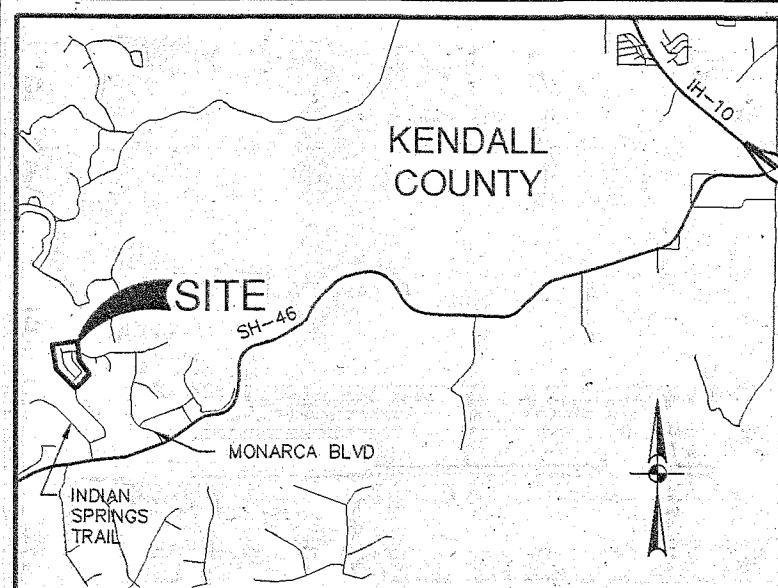
Relief was granted on September 28, 2020 from spacing requirements for second entrances, cul-de-sac pavement and ROW diameter, maximum gradient of 12%, and design speed.

Relief was granted on December 14, 2020 from front setback and ROW width.

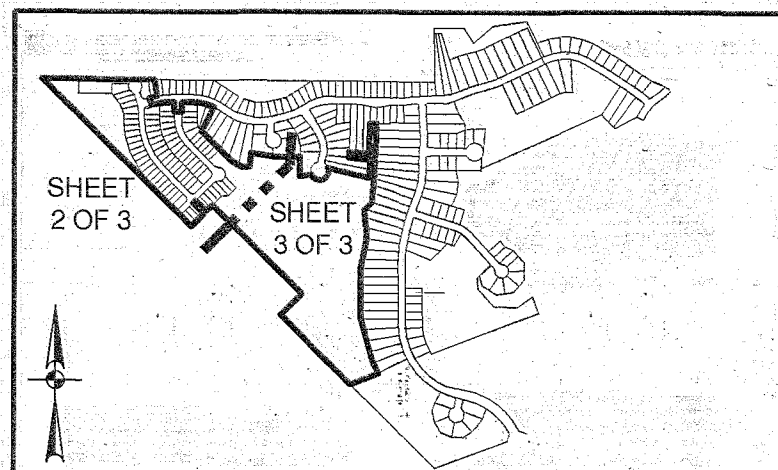


LOCATION MAP  
NOT-TO-SCALE





LOCATION MAP  
NOT-TO-SCALE



INDEX MAP  
NOT-TO-SCALE

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES, THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

*Susan Wright*  
OWNER/DEVELOPER  
MIRALOMAS DEVELOPMENT CORPORATION  
412 SH 46 W BOERNE, TEXAS 78006  
SUSAN WRIGHT/AUTHORIZED AGENT

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED SUSAN WRIGHT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF MAY 20 23.

*Rebecca Carroll*  
NOTARY PUBLIC  
STATE OF TEXAS

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE KENDALL COUNTY PLANNING COMMISSION.

LICENSED PROFESSIONAL ENGINEER NO. 92666

REBECCA CARROLL  
PAPE-DAWSON ENGINEERS, INC.  
2000 NW LOOP 410  
SAN ANTONIO, TEXAS, 78213  
(210) 375-9000

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED REBECCA CARROLL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF MAY 20 23.

NOTARY PUBLIC  
STATE OF TEXAS

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

LICENSED PROFESSIONAL LAND SURVEYOR NO. 4251

DAVID A. CASANOVA  
PAPE-DAWSON ENGINEERS, LLC  
2000 NW LOOP 410  
SAN ANTONIO, TEXAS, 78213  
(210) 375-9000

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DAVID CASANOVA KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF MAY 20 23.

*Casandra R. Casares*  
NOTARY PUBLIC  
STATE OF TEXAS

#### GENERAL NOTES

- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL 48259C0400G EFFECTIVE DATE MAY 15, 2020.
- ALL STREETS AND DRAINS ARE TO BE CONSTRUCTED TO KENDALL COUNTY STANDARDS WITH APPROVED VARIANCES. ALL STREETS WILL BE MAINTAINED BY THE MIRALOMAS PROPERTY OWNERS ASSOCIATION OR THE MIRALOMAS MUNICIPAL UTILITY DISTRICT (M.U.D.). ALL STREET RIGHTS-OF-WAY SHALL BE DEDICATED TO THE MIRALOMAS M.U.D. ALL ROADS TO BE CONSTRUCTED IN THIS SUBDIVISION ARE PUBLIC AND SHALL NOT BE THE RESPONSIBILITY OF KENDALL COUNTY FOR MAINTENANCE.
- THIS SUBDIVISION IS WITHIN THE BOERNE SCHOOL DISTRICT.
- ELECTRIC SERVICE PROVIDED BY BANDERA ELECTRIC COOPERATIVE AND NO OTHER PROVIDERS WILL BE ALLOWED TO SERVE ANY PORTION OF THE SUBDIVISION WITHOUT PRIOR APPROVAL BY THE MIRALOMAS M.U.D.
- CABLE AND COMMUNICATION LINES WILL BE PROVIDED BY GUADALUPE VALLEY TELEPHONE COOPERATIVE AND/OR BANDERA ELECTRIC COOPERATIVE AND NO OTHER PROVIDERS WILL BE ALLOWED TO SERVE ANY PORTION OF THE SUBDIVISION WITHOUT PRIOR APPROVAL BY THE MIRALOMAS M.U.D.
- WATER, SEWER, AND RECLAIMED WATER SERVICE SHALL BE PROVIDED BY MIRALOMAS M.U.D. IN WHICH ALL OF MIRALOMAS SUBDIVISION LIES, AND NO OTHER PROVIDERS WILL BE ALLOWED TO SERVE ANY PORTION OF THE SUBDIVISION WITHOUT PRIOR APPROVAL BY THE MIRALOMAS M.U.D.
- NO LOT MAY BE CONVEYED AND NO RESIDENTIAL BUILDING SHALL BE OCCUPIED UNTIL POTABLE WATER AND SEWAGE DISPOSAL SERVICES ARE PROVIDED TO THE LOT.
- THERE ARE NO EXISTING IMPROVEMENTS ON THESE LOTS OTHER THAN THOSE SHOWN ON THE DRAWINGS OR THE UNIT 1 COMPLETION PLANS PREPARED BY STANTEC (F.K.A. BURY).
- MAIL COLLECTION FOR THIS SUBDIVISION WILL BE PROVIDED BY CLUSTER BOXES LOCATED ALONG MARIPOSA PARKWAY, AND/OR MONARCA BOULEVARD, OR ADJACENT TO AMENITY CENTER PARKING AREAS.
- FIRE PROTECTION WILL BE PROVIDED BY THE FIRE HYDRANTS LOCATED THROUGHOUT THE SUBDIVISION.
- CONTOUR INTERVAL IS 10 FT. AND TOPOGRAPHY DATA WAS PROVIDED BY OPEN RANGE FIELD SERVICES, LLC, BOERNE, TX, DATED SEPTEMBER 2020.
- ALL LANDSCAPE AREAS WITHIN THE STREET RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE MIRALOMAS PROPERTY OWNER'S ASSOCIATION, THE LANDOWNER ADJACENT TO SUCH RIGHT-OF-WAY OR MIRALOMAS MUNICIPAL UTILITY DISTRICT. SUCH MAINTENANCE SHALL NOT BE THE RESPONSIBILITY OF KENDALL COUNTY.

- ALL DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO AND MAINTAINED BY THE MIRALOMAS PROPERTY OWNER'S ASSOCIATION (POA). THE POA MAY CONVEY THE DRAINAGE EASEMENTS TO THE MIRALOMAS M.U.D. SUCH MAINTENANCE SHALL NOT BE THE RESPONSIBILITY OF KENDALL COUNTY.

- THERE IS HEREBY DEDICATED TO THE MIRALOMAS POA, A FIVE (5) FOOT WIDE SPECIFIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAYS LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN. REMOVAL OF COMMON LINE OR LINES OF THE COMBINED LOTS SHALL REQUIRE A PLAT REVISION.

- AREA IN STREET RIGHT-OF-WAY ADDED IN UNIT 3 = 2.852 ACRES  
LENGTH OF ROADWAY = 2285 LF

- ALL SPECIFIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, RECLAIMED WATER, GAS, ELECTRIC, COMMUNICATIONS AND/OR CABLE TELEVISION (CATV) LINES AND APPURTENANCES. INSTALLATION OF ANY FACILITIES INTO ANY EASEMENTS REQUIRES PRIOR APPROVAL BY THE MIRALOMAS M.U.D.

- ALL UTILITIES INSTALLED WITHIN THE SPECIFIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE UNDERGROUND.

- ALL ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN FIELD LOCATED BY THIS PLAT.

- NO INDIVIDUAL SEPTIC SYSTEMS WILL BE ALLOWED.

- IN COMPLIANCE WITH THE KENDALL COUNTY DEVELOPMENT GUIDELINES AND RULE BOOK DATED JANUARY 1, 1997, PARAGRAPH 301.1550 OPEN SPACE, COMMON SPACE, OR SERVICE AREA SHALL AT A MINIMUM, PROVIDE FOR ONE-HALF (1/2) ACRE FOR EACH FAMILY UNIT IN THE DEVELOPMENT.

- THERE IS A MINIMUM BUILDING SETBACK OF 20 FEET FROM THE FRONT LINE OF EACH LOT. LOTS 1, 2, 3, 4, 47, 48, 79, AND 80 UTILIZE A 25' BUILDING SETBACK.

- COMMERCIAL WASTE COLLECTION IS AVAILABLE AND DISPOSAL SERVICES ARE TO BE PROVIDED.

- NO WATER WELLS OTHER THAN MONITORING AND/OR FIRE-FIGHTING WELLS APPROVED BY THE COW CREEK GROUNDWATER CONSERVATION DISTRICT, WILL BE ALLOWED.

- ONLY TOWNHOUSES, GARDEN HOMES OR MULTI-FAMILY HOMES SHALL BE CONSTRUCTED WITHIN THE RESIDENTIAL AREAS.

- THIS SUBDIVISION IS NOT WITHIN THE E.T.J. OF AN INCORPORATED CITY.

- ALL NOTES APPLY TO ALL PAGES OF THIS MULTI-PAGE PLAT.

- IN A MEETING HELD ON JUNE 26, 2006, KENDALL COUNTY COMMISSIONERS COURT APPROVED THE MASTER PLAN FOR LERIN HILLS (NOW KNOWN AS MIRALOMAS) IN ACCORDANCE WITH PARAGRAPH 202.6000 OF THE KENDALL COUNTY GUIDELINES DATED JANUARY 1, 1997. THIS IS A PROPOSED MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WESTWEST OF BOERNE BETWEEN JOHNS ROAD AND STATE HIGHWAY 46. THE PROPOSED DEVELOPMENT CONTAINS APPROXIMATELY 960 ACRES AND WILL BE SERVED BY PUBLIC WATER (GBRA-OUT OF COUNTY) AND A PUBLIC SEWER SYSTEM THROUGH A MUNICIPAL UTILITY DISTRICT (MIRALOMAS MUD).

- IN A MEETING HELD ON SEPTEMBER 28, 2020, KENDALL COUNTY COMMISSIONERS COURT APPROVED THE USE OF MONARCA, MIRALOMAS BLVD., AND THE EMERGENCY EXIT OF CHINKAPIN PASS TO MEET THE FIRE CODE REQUIREMENTS FOR TWO SUBDIVISION ENTRANCES FOR THE SUMMIT AT MIRALOMAS PROVIDED NO HOUSE WITHIN THE SUMMIT AT MIRALOMAS WILL COMMENCE CONSTRUCTION BEFORE MIRALOMAS BLVD. AND THE EMERGENCY ACCESS AT CHINKAPIN PASS ARE CONSTRUCTED.

- IN A MEETING HELD ON SEPTEMBER 28, 2020, KENDALL COUNTY COMMISSIONERS COURT APPROVED 96 FEET OF PAVEMENT AND 116 FEET OF RIGHT-OF-WAY FOR ALL CUL-DE-SACS FOR THE SUMMIT AT MIRALOMAS.

- IN MEETING HELD ON SEPTEMBER 28, 2020, KENDALL COUNTY COMMISSIONERS COURT APPROVED THE REQUEST FOR A MAXIMUM GRADIENT OF 12 PERCENT FOR THE SUMMIT AT MIRALOMAS, PROVIDED THE FIRE MARSHAL APPROVES THE PLANS.

- IN A MEETING HELD ON SEPTEMBER 28, 2020, KENDALL COUNTY COMMISSIONERS COURT APPROVED THE REQUEST FOR A 25 MPH DESIGN SPEED FOR THE SUMMIT AT MIRALOMAS.

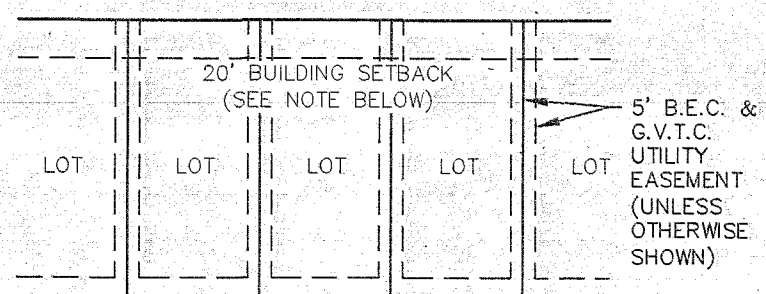
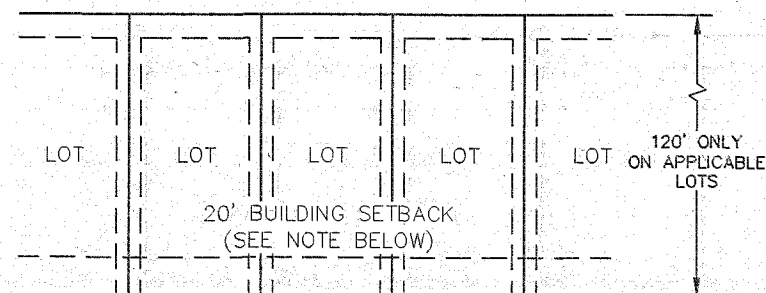
- IN A MEETING HELD ON DECEMBER 14, 2020, KENDALL COUNTY COMMISSIONERS COURT GRANTED RELIEF TO THE SUMMIT AT MIRALOMAS FOR THE FOLLOWING: 1) THE REQUEST TO REDUCE THE FRONT SETBACK FROM 25 FEET TO 20 FEET AS MEASURED FROM THE EDGE OF THE RIGHT-OF-WAY FOR LOTS FRONTING ON MOCKINGBIRD TRAIL, SANDPIPER (NOW BEING ESTABLISHED AS ORIOLE LN), AND HIBISCUS, AND 2) THE REQUEST TO REDUCE THE RESIDENTIAL STREET RIGHTS-OF-WAY FROM 60 FEET TO 50 FEET FOR MOCKINGBIRD TRAIL, SANDPIPER, AND HIBISCUS. THE PAVED WIDTH OF STREETS WILL BE 32 FEET FOR MOCKINGBIRD TRAIL, SANDPIPER, AND HIBISCUS.

- IT IS UNDERSTOOD AND AGREED THAT PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE FACILITIES FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE RIGHT OF INGRESS TO AND EGRESS FROM THE RIGHT-OF-WAY AND EASEMENT, THE RIGHT TO CLEAR THE EASEMENT AREA AND TO KEEP IT CLEAR OF ALL BRUSH, TREES, STRUCTURES, AND OTHER OBSTRUCTIONS, INCLUDING THE RIGHT TO CUT ALL WEAK, LEANING OR DANGEROUS TREES LOCATED OUTSIDE THE EASEMENT AREA WHICH ARE TALL ENOUGH TO STRIKE THE ELECTRIC FACILITIES IN FALLING. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDING THE PRIVILEGE OF CLEARING A RIGHT-OF-WAY FOR AND ANCHORING OF ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. UTILITIES SHALL HAVE THE RIGHT TO INSTALL AND MAINTAIN LOCK-IN GATES AS NECESSARY OR APPROPRIATE FOR THE RIGHT OF INGRESS TO AND EGRESS FROM THE EASEMENT AREA. THE FOREGOING NOTWITHSTANDING, THE UTILITY MAY RELOCATE ITS FACILITIES AND RIGHT-OF-WAY OVER THE PREMISES TO CONFORM TO ANY FUTURE HIGHWAY OR STREET RELOCATION, WIDENING, OR IMPROVEMENT.

- LOTS K, L, AND M, ARE DESIGNATED AS GETCATV, WATER, AND SANITARY SEWER EASEMENTS.

#### SURVEYOR'S NOTES:

- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE US SURVEY FIELD, DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SURFACE USING A SCALE FACTOR OF 1.000193.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



#### TYPICAL LOT EASEMENTS

(LOTS 1, 2, 3, 4, 47, 48, 79, AND 80 UTILIZE A 25' BUILDING SETBACK)  
NOT-TO-SCALE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S71°14'5"E	136.96'
L2	S73°57'30"W	19.91'
L3	S15°54'29"E	60.00'
L4	N73°57'30"E	20.00'
L5	S89°34'21"E	5.74'
L6	S0°25'41"W	73.99'
L7	S89°34'21"E	60.00'
L8	N0°25'41"E	74.01'
L9	S89°34'21"E	73.14'
L10	S56°55'32"E	18.37'
L11	N82°05'12"E	80.42'
L12	N5°24'12"E	112.07'
L13	N80°41'51"E	100.59'

LINE TABLE		
LINE #	BEARING	LENGTH
L14	N4°20'35"E	212.95'
L15	N83°56'07"W	176.59'
L16	N1°22'01"E	46.32'
L17	S84°43'39"E	165.34'
L18	S88°36'35"E	54.89'
L19	S1°16'12"W	191.52'
L20	S6°33'16"W	80.82'
L21	S46°45'31"W	81.98'
L22	S2°16'47"E	68.02'
L23	S7°51'39"E	84.75'
L24	S2°12'02"E	90.20'
L25	S18°21'48"E	95.68'
L26	S24°29'31"E	95.85'

LINE TABLE		
LINE #	BEARING	LENGTH
L27	S21°12'42"E	2.13'
L28	S45°40'41"W	63.83'
L29	N44°19'19"W	99.00'
L30	S45°40'41"W	66.00'
L31	S44°19'19"E	125.00'
L32	S7°33'10"W	40.31'
L33	S0°25'41"W	29.65'
L34	N0°25'41"E	42.26'
L35	N17°44'30"W	50.77'
L36	S17°44'30"E	17.24'
L37	N73°57'30"E	35.42'
L38	S73°57'30"W	39.55'
L39	S0°25'41"W	42.26'

LINE TABLE		
LINE #	BEARING	LENGTH
L53	S14°14'44"E	45.00'
L54	S89°37'54"E	33.12'
L55	S7°11'34"E	71.04'
L56	S0°17'04"W	25.34'
L57	S0°17'04"W	44.99'
L58	N0°26'38"E	45.00'
L59	N0°26'38"E	19.29'
L60	N44°19'19"W	20.25'
L61	S44°19'19"E	45.00'
L62	S44°19'19"E	45.00'
L63	S44°19'19"E	45.00'
L64	S44°19'19"E	45.00'
L65	S44°19'19"E	45.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L40	N0°25'41"E	29.65'
L41	N6°41'48"W	40.31'
L42	S16°22'39"E	50.92'
L43	N86°53'12"E	99.27'
L44	S3°06'48"E	28.00'
L45	S86°53'12"W	94.60'
L46	N45°40'41"E	12.36'
L47	N45°40'41"E	16.04'
L48	S0°25'41"W	40.37'
L49	S6°08'59"E	39.83'
L50	S38°33'06"E	46.79'
L51	S36°10'43"E	47.43'
L52	S17°44'30"E	50.14'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	S44°19'19"E	45.00'
L67	S44°19'19"E	60.00'
L68	S61°59'13"W	46.89'
L69	S59°20'07"W	46.31'
L70	N45°40'41"E	45.00'
L71	N37°34'12"E	42.02'
L72	N22°34'37"E	45.00'
L73	S83°27'22"E	22.46'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	630.00'	3°39'49"	S76°19'34"W	40.28'	40.28'
C2	629.98'	0°32'43"	S74°13'17"W	6.00'	6.00'
C3	570.00'	16°28'09"	N82°11'35"E	163.28'	163.84'
C4	9.00'	90°00'02"	S44°34'20"E	12.73'	14.14'
C5	9.00'	89°59'59"	N45°25'40"E	12.73'	14.14'
C6	420.00'	32°38'49"	S73°14'56"E	236.09'	238.31'
C7	75.00'	128°13'54"	S85°47'35"E	134.95'	167.85'
C8	26.00'	90°00'00"	N0°40'41"E	36.77'	40.84'
C9	245.00'	44°44'59"	S21°56'49"E	186.53'	191.35'
C10	26.00'	44°14'12"	S66°26'24"E	19.58'	20.07'
C11	59.00'	178°28'24"	S0°40'41"W	117.89'	183.78'
C12	26.00'	44°14'12"	S67°47'47"W	19.58'	20.07'
C13	10.00'	91°02'50"	S0°09'16"W	14.27'	15.89'
C14	10.00'	88°57'10"	S89°50'44"E	14.01'	15.53'
C15	26.00'	90°00'00"	N0°40'41"E	36.77'	40.84'
C16	600.00'	44°44'59"	N21°56'49"W	456.80'	468.62'
C17	275.00'	18°10'10"	N8°39'25"W	86.84'	87.21'
C18	26.00'	55°43'39"	N45°36'19"W	24.30'	25.29'
C19	58.00'	285°05'55"	N69°04'49"E	70.54'	288.60'
C20	26.00'	49°22'16"	S6°56'38"W	21.72'	22.40'
C21	26.00'	88°18'00"	S61°53'30"E	36.22'	40.07'
C22	26.00'	79°45'26"	S34°04'47"W	33.34'	36.19'
C23	325.00'	61°33'37"	S2°41'08"E	35.30'	35.32'
C24	550.00'	44°44'59"	S21°56'49"E	418.73'	429.57'
C25	26.00'	90°00'00"	S89°19'19"E	36.77'	40.84'
C26	35.00'	90°00'00"	N0°40'41"E	49.50'	54.98'
C27	285.00'	44°44'59"	N21°56'49"W	224.59'	230.40'
C28	425.00'	1°01'14"	N0°03'59"W	7.57'	7.57'
C29	425.00'	4°39'47"	S1°53'15"E	34.58'	34.59'
C30	425.00'	5°47'40"	N3°28'25"W	42.96'	42.98'
C31	425.00'	7°56'47"	N8°11'32"W	58.90'	58.94'
C32	425.00'	5°47'40"	N9°16'05"W	42.96'	42.98'
C33	425.00'	5°47'40"	N15°03'45"W	42.96'	42.98'
C34	425.00'	8°01'23"	N16°10'37"W	58.46'	59.51'
C35	425.00'	5°47'40"	N20°51'25"W	42.96'	42.98'
C36	425.00'	8°07'22"	N24°15'00"W	60.20'	60.25'
C37	425.00'	5°47'40"	N26°39'05"W	42.96'	42.98'
C38	425.00'	8°06'20"	N32°21'51"W	60.07'	60.12'
C39	425.00'	5°47'40"	N32°26'45"W	42.96'	42.98'
C40	425.00'	5°47'40"	N38°14'25"W	42.96'	42.98'
C41	425.00'	7°54'18"	N40°22'10"W	58.59'	58.64'
C42	425.00'	3°11'04"	S42°43'47"E	23.62'	23.62'
C43	725.00'	44°44'59"	S21°56'49"E	551.96'	566.25'
C44	395.00'	6°58'18"	N86°05'11"W	48.03'	48.06'

PLAT NOTES APPLY TO EVERY PAGE  
OF THIS MULTIPLE PAGE PLAT

## FINAL PLAT OF MIRALOMAS GARDEN HOMES SUBDIVISION UNIT 3

BEING 53.474 ACRES OUT OF THE 392.230 ACRE TRACT DESCRIBED IN VOLUME 1490, PAGE 965 IN THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, IN THE G.B. & C.N.G.R.R CO. SURVEY NO. 233, ABSTRACT 715, KENDALL COUNTY, TEXAS.



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #4701 | TEXAS SURVEYING FIRM #10028900



# LEGEND

AC	ACRE(S)	VOL	VOLUME
DOC	DOCUMENT NUMBER	PG	PAGE(S)
OPRKC	OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS	ROW	RIGHT-OF-WAY
DPRKC	DEED AND PLAT RECORDS OF KENDALL COUNTY, TEXAS	PRKC	PLAT RECORDS OF KENDALL COUNTY, TEXAS
1	10' GETCTV EASEMENT	GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
2	20' BUILDING SETBACK LINE	20' B	20' BEC/GVTC UTILITY EASEMENT (VOL 9, PG 144-150, OPRKC)
3	25' BUILDING SETBACK LINE	25' B	25' BUILDING SETBACK LINE (VOL 9, PG 144-150, OPRKC)
4	10' DRAINAGE EASEMENT	10' D	10' DRAINAGE EASEMENT (VOL 9, PG 144-150, OPRKC)
5	VARIABLE WIDTH DRAINAGE EASEMENT	5' D	5' DRAINAGE EASEMENT (VOL 9, PG 144-150, OPRKC)

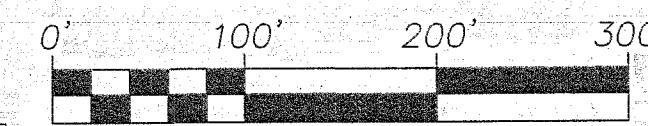
LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
LOT 1	0.365 AC	LOT 15	0.146 AC	LOT 29	0.129 AC	LOT 43	0.145 AC	LOT 57	0.141 AC	LOT 71	0.129 AC	LOT N	0.036 AC
LOT 2	0.380 AC	LOT 16	0.136 AC	LOT 30	0.134 AC	LOT 44	0.150 AC	LOT 58	0.136 AC	LOT 72	0.136 AC	LOT O	32.860 AC
LOT 3	0.172 AC	LOT 17	0.129 AC	LOT 31	0.138 AC	LOT 45	0.135 AC	LOT 59	0.129 AC	LOT 73	0.147 AC	LOT P	4.651 AC
LOT 4	0.137 AC	LOT 18	0.129 AC	LOT 32	0.138 AC	LOT 46	0.126 AC	LOT 60	0.129 AC	LOT 74	0.148 AC		
LOT 5	0.140 AC	LOT 19	0.140 AC	LOT 33	0.138 AC	LOT 47	0.242 AC	LOT 61	0.129 AC	LOT 75	0.149 AC		
LOT 6	0.194 AC	LOT 20	0.129 AC	LOT 34	0.138 AC	LOT 48	0.182 AC	LOT 62	0.129 AC	LOT 76	0.150 AC		
LOT 7	0.174 AC	LOT 21	0.129 AC	LOT 35	0.138 AC	LOT 49	0.174 AC	LOT 63	0.129 AC	LOT 77	0.150 AC		
LOT 8	0.135 AC	LOT 22	0.129 AC	LOT 36	0.138 AC	LOT 50	0.131 AC	LOT 64	0.129 AC	LOT 78	0.145 AC		
LOT 9	0.134 AC	LOT 23	0.169 AC	LOT 37	0.138 AC	LOT 51	0.141 AC	LOT 65	0.169 AC	LOT 79	0.132 AC		
LOT 10	0.135 AC	LOT 24	0.129 AC	LOT 38	0.153 AC	LOT 52	0.141 AC	LOT 66	0.212 AC	LOT 80	0.147 AC		
LOT 11	0.136 AC	LOT 25	0.129 AC	LOT 39	0.138 AC	LOT 53	0.141 AC	LOT 67	0.129 AC	LOT D	0.971 AC		
LOT 12	0.137 AC	LOT 26	0.129 AC	LOT 40	0.138 AC	LOT 54	0.141 AC	LOT 68	0.129 AC	LOT K	0.075 AC		
LOT 13	0.176 AC	LOT 27	0.129 AC	LOT 41	0.130 AC	LOT 55	0.141 AC	LOT 69	0.129 AC	LOT L	0.076 AC		
LOT 14	0.132 AC	LOT 28	0.129 AC	LOT 42	0.161 AC	LOT 56	0.141 AC	LOT 70	0.129 AC	LOT M	0.060 AC		

## FINAL PLAT OF MIRALOMAS GARDEN HOMES SUBDIVISION UNIT 3

**PAPE-DAWSON  
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600  
DATE OF PREPARATION: May 30, 2023

SCALE: 1" = 100'



PLAT NOTES APPLY TO EVERY PAGE  
OF THIS MULTIPLE PAGE PLAT

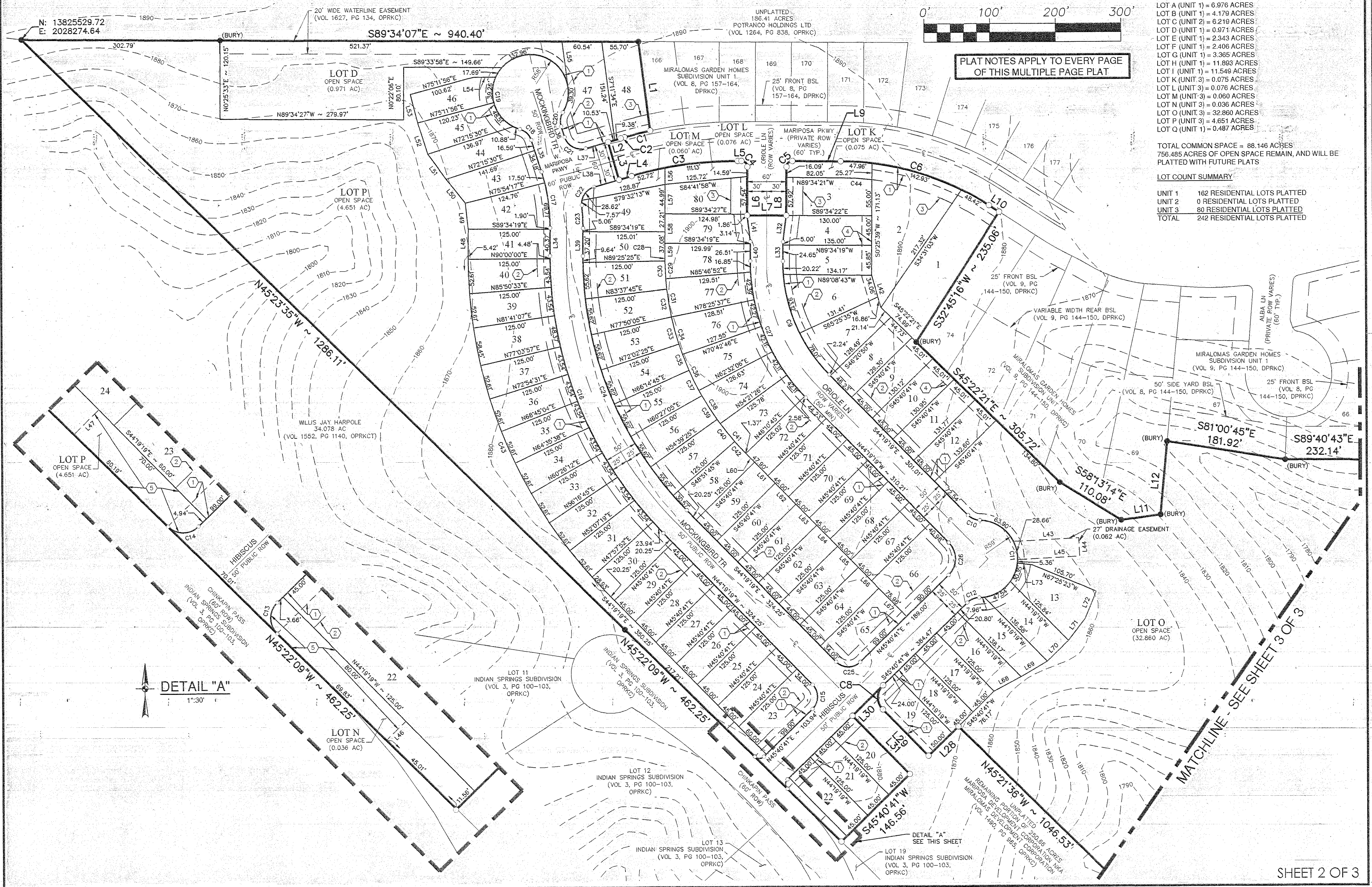
### COMMON SPACE AREAS

LOT A (UNIT 1) = 6.976 ACRES  
LOT B (UNIT 1) = 4.179 ACRES  
LOT C (UNIT 2) = 6.219 ACRES  
LOT D (UNIT 1) = 0.971 ACRES  
LOT E (UNIT 1) = 2.343 ACRES  
LOT F (UNIT 1) = 2.406 ACRES  
LOT G (UNIT 1) = 3.365 ACRES  
LOT H (UNIT 1) = 11.893 ACRES  
LOT I (UNIT 1) = 11.549 ACRES  
LOT J (UNIT 3) = 0.075 ACRES  
LOT K (UNIT 3) = 0.076 ACRES  
LOT L (UNIT 3) = 0.060 ACRES  
LOT M (UNIT 3) = 0.036 ACRES  
LOT N (UNIT 3) = 0.036 ACRES  
LOT O (UNIT 3) = 32.860 ACRES  
LOT P (UNIT 3) = 4.651 ACRES  
LOT Q (UNIT 1) = 0.487 ACRES

TOTAL COMMON SPACE = 88.146 ACRES  
756.485 ACRES OF OPEN SPACE REMAIN, AND WILL BE  
PLATTED WITH FUTURE PLATS

### LOT COUNT SUMMARY

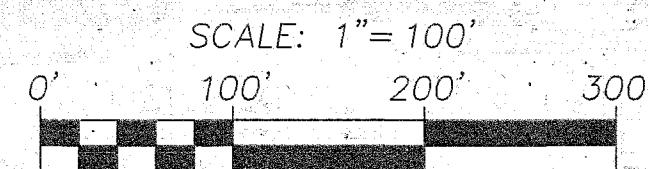
UNIT 1	162 RESIDENTIAL LOTS PLATTED
UNIT 2	0 RESIDENTIAL LOTS PLATTED
UNIT 3	80 RESIDENTIAL LOTS PLATTED
TOTAL	242 RESIDENTIAL LOTS PLATTED





Civil Job No. 12616-04; Survey Job No. 12616-00

DATE OF PREPARATION: May 30, 2023



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Date: May. 30, 2023, 3:50 PM -- User ID: oechamberlin  
File: P:\126\16\00\Design\Civil\Plot\PL1261600-U3.dwg

AC	ACRE(S)	VOL	VOLUME
DOC	DOCUMENT NUMBER	PG	PAGE(S)
OPRKC	OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS	ROW	RIGHT-OF-WAY
DPRKC	DEED AND PLAT RECORDS OF KENDALL COUNTY, TEXAS	PRKC	PLAT RECORDS OF KENDALL COUNTY, TEXAS
		GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
— 1140	EXISTING CONTOURS	○	SET 1/2" IRON ROD (PD)
— 6"	CENTERLINE	○	SET 1/2" IRON ROD (PD)-ROW
①	10' GETCTV EASEMENT	①	20' BEC/GVTC UTILITY EASEMENT (VOL 9, PG 144-150, OPRKC)
②	20' BUILDING SETBACK LINE	②	25' BUILDING SETBACK LINE (VOL 9, PG 144-150, OPRKC)
③	25' BUILDING SETBACK LINE	③	15' BUILDING SETBACK LINE (VOL 9, PG 144-150, OPRKC)
④	10' DRAINAGE EASEMENT	④	140' REAR BUILDING SETBACK LINE (VOL 9, PG 144-150, OPRKC)
⑤	VARIABLE WIDTH DRAINAGE EASEMENT	⑤	10' DRAINAGE EASEMENT (VOL 9, PG 144-150, OPRKC)

[illegible]

MATCHLINE - SEE THIS SHEET



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Financial Guarantee for Miralomas Garden Homes Subdivision Unit 3

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle  
Commissioner Precinct 1 - Christina Bergmann

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on accepting the financial guarantee for Miralomas Garden Homes Subdivision Unit 3 in the form of a cash deposit in the amount of one million, one hundred sixty-six thousand, five hundred eighty-nine, and 55/100 dollars (\$1,166,589.55) for street and drainage improvements in the subject subdivision.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Financial Guarantee for Miralomas Garden Homes Subdivision Unit 3

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Precinct 1

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Approved OPC and Financial Guarantee

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



Approved  
5/10/23

Miralomas - Unit 3  
OPINION OF PROBABLE COST  
STREET AND DRAINAGE IMPROVEMENTS

ITEM NO.	TxDOT ITEM CODE (*, **)	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>STREET IMPROVEMENTS</b>						
1.	110-6001	Street and Parking Excavation	CY	9,990	\$34.18	\$341,458.20
2.	132-6001	Steet Embankment	CY	1,440	\$82.50	\$118,800.00
3.		8" Aggregate Base	SY	9,257	\$9.60	\$88,867.20
4.	354-6005	2" Type D HMA	SY	9,257	\$15.00	\$138,855.00
5.		6" of 95% Compacted Subgrade	SY	9,257	\$1.00	\$9,257.00
6.	310-6027	Prime Coat	GAL	1,852	\$8.94	\$16,556.88
7.	3079-6023	Tack Coat	GAL	926	\$5.06	\$4,685.56
8.		8" Limestone Curb	LF	4,609	\$32.00	\$147,488.00
9.		8" Limestone Header Curb	LF	34	\$32.00	\$1,088.00
10.	530-6004	Commercial Driveway	SY	22	\$131.25	\$2,887.50
11.	105-6039	Remove Existing Pavement	SY	2,021	\$5.00	\$10,105.00
12.		Slide Gate Chinkapin	EA	1	\$35,000.00	\$35,000.00
SUBTOTAL STREET IMPROVEMENTS:						\$915,048.34
<b>STREET IMPROVEMENTS - SIGNAGE</b>						
1.		R1-1 Stop (30") (High Intensity)	EA	2	\$328.65	\$657.30
2.		9" Street Name, Block Number (High Intensity)	EA	8	\$186.03	\$1,488.24
3.		R2-1 24"x30" Speed Limit (25 MPH) (High Intensity)	EA	2	\$303.85	\$607.70
4.	672-6016	Raised Blue Pavement Marker (Type II)	EA	5	\$6.05	\$30.25
5.	666-6048	24" White Thermoplastic Stop Bar	LF	30	\$10.15	\$304.50
SUBTOTAL SIGNAGE IMPROVEMENTS:						\$3,087.99
<b>DRAINAGE IMPROVEMENTS</b>						
1.	1106-002	Drainage Excavation	CY	373	\$26.50	\$9,884.50
2.	132-6001	Drairage Embankment	CY	148	\$82.50	\$12,210.00
3.	464-6017	18" RCP (Class IV)	LF	80	\$101.20	\$8,096.00
4.	460-6004	30" CMP	LF	40	\$151.20	\$6,048.00
5.	420-6054	Concrete Headwall	CY	10.0	\$1,280.00	\$12,800.00
6.	465-6425	15' Type C1 Inlet	EA	1	\$13,000.00	\$13,000.00
7.	402-6001	Trench Excavation Protection	LF	120	\$15.52	\$1,862.40
8.	432-6003	6" Concrete Rip-Rap	SY	50	\$614.40	\$30,720.00
9.	420-6009	Drain Concrete Collars	CY	0.4	\$1,270.80	\$508.32
10.	432-6042	Drain Baffle Blocks	CY	0.8	\$1,530.00	\$1,224.00
11.	7294-6015	Pond A - Detention Pond Concrete Demolition	SY	80.0	\$95.00	\$7,600.00
12.	420-6062	Pond A - Retaining Wall	CY	85.0	\$1,700.00	\$144,500.00
SUBTOTAL DRAINAGE IMPROVEMENTS						\$248,453.22
<b>TOTAL STREETS AND DRAINAGE IMPROVEMENTS:</b>						<b>\$1,166,589.55</b>

\*Items with a TxDOT Item Code listed have Unit Pricing based on TxDOT State Average Bid Unit Pricing:  
[Workbook: Bid Item Average Cost \(txdot.gov\)](#)

\*\*Items without TxDOT Item Code were not found on TxDOT Average Low Bid Unit Pricing, and are determined by engineering estimate

P:\126\16\04\Excel\230418a1 OPC.xlsx



STATE OF TEXAS  
COUNTY OF BEXAR

### CASH DEPOSIT AGREEMENT

Before me, the undersigned authority, on this day personally appeared Susan Wright who on his/her oath deposed as follows:

"I am Susan Wright, Authorized Agent for Miralomas Development Corporation, the owner and developer of the subdivision located in Kendall County, Texas identified as Miralomas Garden Homes-Unit 3.

I or someone representing me have delivered to Kendall County via wire transfer in the amounts of:

- (1) One million one hundred sixty-six thousand five hundred eighty-nine and 55/100 dollars (\$1,166,589.55) as cash deposits to serve as a financial guarantee pursuant to section 204.1000, Kendall County, Texas Development Rules and Regulations for satisfactory and timely completion of:
- (1) Street and drainage improvements in the subject subdivision.

I acknowledge and agree on behalf of myself and as Authorized Agent of Miralomas Development Corporation, that the funds will be deposited in an interest bearing account by the County Treasurer, with any interest accruing to such funds to be retained in the account for the benefit of Kendall County. I further acknowledge and agree that, in the event that completion of the street and drainage improvements in the above named subdivision are not completed in accordance with the final plat and construction drawings and specifications approved by the County and within the time set by the County, such time being June 12, 2025 such funds will be forfeited to Kendall County, Texas to use to complete the street and drainage improvements in such subdivision."

SIGNED THIS 31 DAY OF MAY, 2023.

Susan Wright

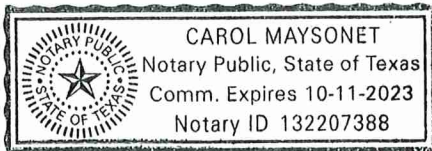
Susan Wright  
Authorized Agent  
Miralomas Development Corporation

SIGNED AND SWORN TO BEFORE ME THIS 31 DAY OF MAY, 2023

Carol Maysonet

NOTARY PUBLIC, STATE OF \_\_\_\_\_

My Commission Expires: 10-11-2023





# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

TIA Review and Traffic Engineering Contract Change Order No. 1

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on Change Order No. 1 between Kendall County and Kimley Horn pursuant to RFQ 2022-06, to increase the contract by \$12,500.00 for a total contract not to exceed of \$25,000.00 for traffic engineering services (Fund:10-402-54861).



**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

TIA Review and Traffic Engineering Contract Change Order No. 1

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Engineer's Office

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☐ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

contract amendment

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None

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

## AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT is entered into by and between Kendall County, ("County"), a body corporate and politic under the laws of the State of Texas, and Kimley-Horn and Associates, Inc., ("Kimley"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Professional Services Agreement – On-Call Traffic Engineering Support Services on February 28, 2022, (“Agreement”) for on-call traffic engineering support services to include the review of Traffic Impact Analysis (TIA) submittals associated with pending development projects in Kendall County (attached hereto as Exhibit “A” and incorporated by reference); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Labor Fee for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Services.** Kimley shall perform the services described in Exhibit B.
2. **Maximum Labor Fee.** County shall pay Kimley an additional twelve thousand five hundred dollars and no/100 (\$12,500.00) for additional on-call traffic engineering support services as described in the letter agreement dated May 5, 2023 attached hereto as Exhibit "B" and incorporated herein for all purposes.
3. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Contractor for any reason are hereby deleted.
7. **Limitations on Liability.** The only limitation County will agree to is that in no event shall wither party be liable to the other party for incidental, special, or consequential damages.

8. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
9. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
10. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
11. **Certain State Law Requirements For Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
  - c. Foreign Terrorist Organizations Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
12. **Modifications.** Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

\_\_\_\_\_  
Shane Stolarczyk, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Denise Maxwell, County Clerk

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Kendall County within the foregoing Agreement.

\_\_\_\_\_  
Corrina Speer, County Auditor

# EXHIBIT A

February 22, 2022

Mary Ellen Schulle  
Assistant County Engineer  
Kendall County  
201 E San Antonio Ave, Ste 100  
Boerne, TX 78006

Re: Professional Services Agreement – On-Call Traffic Engineering Support Services

Dear Ms. Schulle:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Kendall County (“Client”) for providing on-call support services related to traffic engineering.

## Project Understanding

Kimley-Horn was selected as a pre-qualified firm to provide on-call traffic engineering support services to include the review of Traffic Impact Analysis (TIA) submittals associated with pending development projects in Kendall County. At the request of the County, the Project Manager for this contract and any staff who will provide review services for the County will not engage in performing TIA services for private development in the County. Other Kimley-Horn staff members outside of the San Antonio office may perform such services but will remain separate from staff working on this contract.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### **Task 1 – Traffic Impact Analysis and Rough Proportionality Review Support**

Kimley-Horn will provide hourly support services at the request of the County to:

- Review TIA Threshold Worksheets
- Prepare for and attend TIA scoping meetings
- Review submitted traffic studies and provide written comments
- Review Rough Proportionality Worksheets
- Address questions of County staff have as they implement the revised TIA policy and Rough Proportionality Process

### **Task 2 – Traffic Engineering Staff Supplementation**

At the request of Kendall County Kimley-Horn will provide hourly support services related to traffic engineering concerns within the County such as proposed signing and striping modifications or citizen concerns.

## Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

## Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Traffic Impact Analysis and Rough Proportionality Review Support	\$ 10,000
Task 2 Traffic Engineering Staff Supplementation	\$ 2,500
Maximum Labor Fee	\$ 12,500

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Kendall County.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Amy Avery, P.E.  
Project Manager



Jeffrey A. Farnsworth, P.E.  
Vice President

KENDALL COUNTY

SIGNED: 

PRINTED NAME: Darrel L. Lux

TITLE: County Judge

DATE: February 28, 2022

Attachment – Standard Provisions



**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# EXHIBIT B

May 5, 2023

Mary Ellen Schulle  
Assistant County Engineer  
Kendall County  
201 E San Antonio Ave, Ste 100  
Boerne, TX 78006

Re: Professional Services Agreement – On-Call Traffic Engineering Support Services

Dear Ms. Schulle:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Kendall County (“Client”) for providing on-call support services related to traffic engineering.

## Project Understanding

Kimley-Horn was selected as a pre-qualified firm to provide on-call traffic engineering support services to include the review of Traffic Impact Analysis (TIA) submittals associated with pending development projects in Kendall County. At the request of the County, the Project Manager for this contract and any staff who will provide review services for the County will not engage in performing TIA services for private development in the County. Other Kimley-Horn staff members outside of the San Antonio office may perform such services but will remain separate from staff working on this contract.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### **Task 1 – Traffic Impact Analysis and Rough Proportionality Review Support**

Kimley-Horn will provide hourly support services at the request of the County to:

- Review TIA Threshold Worksheets
- Prepare for and attend TIA scoping meetings
- Review submitted traffic studies and provide written comments
- Review Rough Proportionality Worksheets
- Address questions of County staff have as they implement the revised TIA policy and Rough Proportionality Process

### **Task 2 – Traffic Engineering Staff Supplementation**

At the request of Kendall County Kimley-Horn will provide hourly support services related to traffic engineering concerns within the County such as proposed signing and striping modifications or citizen concerns.

## Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

## Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Traffic Impact Analysis and Rough Proportionality Review Support	\$ 10,000
Task 2 Traffic Engineering Staff Supplementation	\$ 2,500
Maximum Labor Fee	\$ 12,500

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Kendall County.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Amy Avery, P.E.  
Project Manager

KENDALL COUNTY

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the



Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Release of Financial Guarantee - Cordillera Unit 303

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle  
Commissioner Precinct 3 - Richard Chapman

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on releasing the financial guarantee for Cordillera Unit 303 in the amount of \$524,049.45 for roadway and drainage improvements.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Parking Garage Feasibility Study

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Precinct 3

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☒ NO

☐ YES

**DOCUMENTATION:**

☐ NO

☒ YES

☒ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

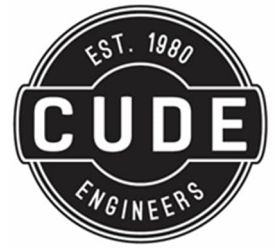
If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Letter of Credit

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



May 31, 2023

Rick Tobolka, P.E.  
Development Manager  
Kendall County, Texas  
201 E. San Antonio St., Suite 100  
Boerne, Texas 78006

Re: Cordillera Ranch, Unit 303  
Concurrence Letter

Dear Mr. Tobolka:

This letter is to confirm that all road and drainage improvements in Cordillera Ranch, Unit 303 have been completed in substantial conformance to the approved construction plans by the Kendall County "Regulations, Rules and Specifications for Plats, Roads, Subdivision and Manufactured Home Parks" (effective January 1, 1997) and items granted relief from the regulations by the Kendall County Commissioner's Court on July 8, 2019.

A copy of the "Record Drawings" for both road and drainage improvements will be sent under separate cover for your use.

I request that the acceptance of construction of the roadway and drainage improvements and the release of the fiscal for roadway and drainage improvements be placed on the agenda for the next available Commissioner's Court meeting for consideration.

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Murphy", enclosed within a blue circular stamp.

Patrick Murphy, P.E., CFM  
Associate



May 6, 2022

Irrevocable Letter of Credit No.: 1155

Amount: \$165,359.00

Issue Date: May 6, 2022

Expiration Date: May 6, 2024

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.  
Unit 303, Cordillera Ranch, Kendall County, Texas  
Water & Sewer Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1155 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of One Hundred Sixty Five Thousand Three Hundred Fifty-Nine Dollars and Zero Cents (\$165,359.00) expiring May 6, 2024 our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of water and wastewater improvements (the "Improvements") for Unit 303 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

**SPECIAL CONDITIONS:**

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1155 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the

PO Box 1079  
Tyler, Texas 75710  
903.531.7111  
Member FDIC

Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on May 6, 2024. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK

By: 

Name: Leigh Anne Rozell

Title: Executive Vice President

Address of Developer:  
CR/KWW Partnership, Ltd.  
28 Cordillera Trace, Suite 4  
Boerne, TX 78006



May 6, 2022

Irrevocable Letter of Credit No.: 1154  
Amount: \$524,049.45  
Issue Date: May 6, 2022  
Expiration Date: May 6, 2024

**Beneficiary:**

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.  
Unit 303, Cordillera Ranch, Kendall County, Texas  
Streets & Drainage Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1154 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Five Hundred Twenty Four Thousand Forty-Nine Dollars and Forty-Five Cents (\$524,049.45) expiring May 6, 2024 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 303 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

**SPECIAL CONDITIONS:**

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1154 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").

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Tyler, Texas 75710  
903.531.7111  
Member FDIC



5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on May 6, 2024. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK

By: 

Name: Leigh Anne Rozell

Title: Executive Vice President

Address of Developer:  
CR/KWW Partnership, Ltd.  
28 Cordillera Trace, Suite 4  
Boerne, TX 78006

*Approved*  
*Paul J. Hall*  
*5/4/2022*

**OPINION OF PROBABLE CONSTRUCTION COSTS  
CORDILLERA RANCH - UNIT 303**

**STREET, DRAINAGE, E/S CONTROLS, SALES TAX,  
CONSTRUCTION STAKING & MISCELLANEOUS  
5/2/2022  
03349.005.0**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>STREET IMPROVEMENTS</b>					
1	1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00
2	5.50	AC	Preparing Right of Way	\$ 3,000.00	\$ 16,500.00
3	1	LS	Salvage and Stockpile Top Soil	\$ 5,000.00	\$ 5,000.00
4	3.72	AC	Right of Way Excavation and Embankment	\$ 15,000.00	\$ 55,800.00
5	6,531	SY	Compacted Subgrade (Lean and Fat Clays)	\$ 1.00	\$ 6,531.00
6	822	SY	Flexible Base, 6" Thick	\$ 15.00	\$ 12,330.00
7	6,413	SY	Flexible Base, 8" Thick	\$ 18.74	\$ 120,179.62
8	1,587	SY	Flexible Base, 10" Thick	\$ 21.29	\$ 33,787.23
9	7,703	SY	Hot Mix Asphaltic Concrete, 2" Thick	\$ 15.00	\$ 115,545.00
10	1	EA	Pavement Markings	\$ 3,000.00	\$ 3,000.00
11	2	EA	End-of-Road Barricade	\$ 2,400.00	\$ 4,800.00
12	4	EA	Street Name Sign	\$ 150.00	\$ 600.00
13	2	EA	Stop Sign	\$ 200.00	\$ 400.00
14	1	EA	"No Outlet" Sign	\$ 150.00	\$ 150.00
15	1	EA	Speed Limit Sign	\$ 150.00	\$ 150.00
16	1	LS	Spoils Disposal	\$ 5,500.00	\$ 5,500.00
<b>SUBTOTAL FOR STREET IMPROVEMENTS</b>					<b>\$ 415,272.85</b>
<b>DRAINAGE IMPROVEMENTS</b>					
17	316.00	LF	HP Storm Pipe, 36" Diameter	\$ 100.00	\$ 31,600.00
18	1	EA	4-Way Inlet (5' x 5')	\$ 7,250.00	\$ 7,250.00
19	5	EA	Concrete Rip Rap for 36" HP Storm Pipe	\$ 4,500.00	\$ 22,500.00
20	41	SY	8"x12" Rock Rubble	\$ 65.00	\$ 2,665.00
21	316.00	LF	Trench Safety	\$ 2.25	\$ 711.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>SUBTOTAL FOR DRAINAGE IMPROVEMENTS</b>					<b>\$ 64,726.00</b>
<b>EROSION/SEDIMENTATION CONTROLS</b>					
22	3767	LF	Silt Fence	\$ 4.00	\$ 15,068.00
23	52	LF	Rock Berm	\$ 35.00	\$ 1,820.00
24	2.13	CY	Top Soil Hauling and Placement (4")	\$ 20.00	\$ 42.60
25	1	EA	Stabilized Construction Entrance/Exit	\$ 2,500.00	\$ 2,500.00
26	1	EA	Staging Area	\$ 1,500.00	\$ 1,500.00
27	1	EA	Concrete Washout Pit	\$ 1,500.00	\$ 1,500.00
28	60	LF	Bagged Gravel Inlet Filter	\$ 2.00	\$ 120.00
<b>SUBTOTAL FOR EROSION/SEDIMENTATION CONTROLS</b>					<b>\$ 22,550.60</b>
<b>SALES TAX</b>					
29	1	LS	Texas State Sales Tax	\$ 8,000.00	\$ 8,000.00
<b>SUBTOTAL FOR SALES TAX</b>					<b>\$ 8,000.00</b>
<b>CONSTRUCTION STAKING</b>					
30	1	LS	Construction Staking	\$ 5,000.00	\$ 5,000.00
<b>SUBTOTAL FOR CONSTRUCTION STAKING</b>					<b>\$ 5,000.00</b>
<b>MISCELLANEOUS</b>					
31	1	LS	Construction Materials Testing	\$ 8,500.00	\$ 8,500.00
<b>SUBTOTAL FOR MISCELLANEOUS</b>					<b>\$ 8,500.00</b>
<b>TOTAL BID PRICE FOR STREET, DRAINAGE, EROSION/SEDIMENTATION CONTROLS, SALES TAX, CONSTRUCTION STAKING &amp; MISC. IMPRVMTS.</b>					<b>\$ 524,049.45</b>



5/2/2022

*Approval*  
*Edu Salas*  
*5/4/2022*

**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**CORDILLERA RANCH, UNIT 303**  
**WATER IMPROVEMENTS**  
**3/31/2022**  
**03349.005.0**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>WATER IMPROVEMENTS</b>					
1	95	LF	Pipe (PVC DR 14, C-900), 8" Diameter	\$ 50.00	\$ 4,750.00
2	2,003	EA	Pipe (PVC DR 14, C-900), 6" Diameter	\$ 42.00	\$ 84,126.00
3	570	EA	Pipe (PVC SCH. 40), 2.5" Diameter	\$ 29.00	\$ 16,530.00
4	5	EA	Double Water Service, Short	\$ 2,300.00	\$ 11,500.00
5	2	EA	Double Water Service, Long	\$ 3,300.00	\$ 6,600.00
6	1	EA	Single Water Service, Long	\$ 2,800.00	\$ 2,800.00
7	1	EA	2" Automatic Air Release/Vacuum Valve	\$ 3,900.00	\$ 3,900.00
8	1	EA	8" Gate Valve	\$ 1,800.00	\$ 1,800.00
9	2	EA	6" Gate Valve	\$ 1,200.00	\$ 2,400.00
10	1	EA	2.5" Gate Valve	\$ 900.00	\$ 900.00
11	1	EA	Blow-Off Hydrant Assembly	\$ 5,000.00	\$ 5,000.00
12	1	EA	Water Tie-In	\$ 800.00	\$ 800.00
13	1	EA	2" Temporary Blow-off Assembly	\$ 2,325.00	\$ 2,325.00
14	1	EA	4" Temporary Blow-off Assembly	\$ 2,325.00	\$ 2,325.00
15	60	LF	Sleeves	\$ 60.00	\$ 3,600.00
16	1	LS	Ductile Iron Fittings	\$ 6,000.00	\$ 6,000.00
17	2,668	LF	Trench Safety	\$ 2.25	\$ 6,003.00
<b>SUBTOTAL FOR WATER IMPROVEMENTS</b>					<b>\$ 161,359.00</b>

CONSTRUCTION STAKING					
18	1	LS	Construction Staking	\$ 4,000.00	\$ 4,000.00
SUBOTAL FOR CONSTRUCTION STAKING				\$	4,000.00
TOTAL BID PRICE FOR WATER IMPROVEMENTS				\$	165,359.00



TBPE F.m #0455



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Release of Financial Guarantee - Cordillera Unit 304

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Assistant County Engineer - Mary Ellen Schulle  
Commissioner Precinct 3 - Richard Chapmann

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on releasing the financial guarantee for Cordillera Unit 304 in the amount of \$1,927,148.96 for roadway and drainage improvements.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Release of Financial Guarantee - Cordillera Unit 304

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

Precinct 3

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

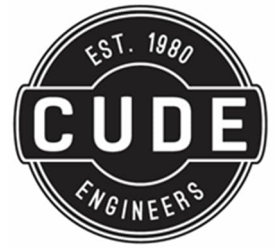
If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Letter of Credit

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



May 31, 2023

Rick Tobolka, P.E.  
Development Manager  
Kendall County, Texas  
201 E. San Antonio St., Suite 100  
Boerne, Texas 78006

Re: Cordillera Ranch, Unit 304  
Concurrence Letter

Dear Mr. Tobolka:

This letter is to confirm that all road and drainage improvements in Cordillera Ranch, Unit 304 have been completed in substantial conformance to the approved construction plans by the Kendall County "Regulations, Rules and Specifications for Plats, Roads, Subdivision and Manufactured Home Parks" (effective January 1, 1997) and items granted relief from the regulations by the Kendall County Commissioner's Court on July 8, 2019.

A copy of the "Record Drawings" for both road and drainage improvements will be sent under separate cover for your use.

I request that the acceptance of construction of the roadway and drainage improvements and the release of the fiscal for roadway and drainage improvements be placed on the agenda for the next available Commissioner's Court meeting for consideration.

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Murphy", enclosed within a blue circular scribble.

Patrick Murphy, P.E., CFM  
Associate





December 3, 2021

Irrevocable Letter of Credit No.: 1145

Amount: \$1,927,148.96

Issue Date: December 3, 2021

Expiration Date: December 3, 2023

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.  
Unit 304, Cordillera Ranch, Kendall County, Texas  
Streets & Drainage Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1145 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of One Million Nine Hundred Twenty Seven Thousand One Hundred Forty-Eight Dollars and Ninety-Six Cents (\$1,927,148.96) expiring December 3, 2023 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 304 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1145 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").

Peter M. Boyd  
Senior Executive Vice President  
2211 Three Lakes Parkway  
Tyler, Texas 75703  
903.581.9713  
Member FDIC




5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on December 3, 2023. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK



By: \_\_\_\_\_  
Name: Peter Boyd  
Title: Senior Executive Vice President

Address of Developer:  
CR/KWW Partnership, Ltd.  
28 Cordillera Trace, Suite 4  
Boerne, TX 78006

Peter M. Boyd  
Senior Executive Vice President  
2211 Three Lakes Parkway  
Tyler, Texas 75703  
903.581.9713  
Member FDIC



December 3, 2021

Irrevocable Letter of Credit No.: 1146

Amount: \$711,636.25

Issue Date: December 3, 2021

Expiration Date: December 3, 2023

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.  
Unit 304, Cordillera Ranch, Kendall County, Texas  
Water & Sewer Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1146 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Seven Hundred Eleven Thousand Six Hundred Thirty-Six Dollars and Twenty-Five Cents (\$711,636.25) expiring December 3, 2023 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of water and wastewater improvements (the "Improvements") for Unit 304 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1146 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the

PO Box 1079  
Tyler, Texas 75710  
903.531.7111  
Member FDIC



Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on December 3, 2023. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK

By: 

Name: Peter Boyd

Title: Senior Executive Vice President

Address of Developer:  
CR/KWW Partnership, Ltd.  
28 Cordillera Trace, Suite 4  
Boerne, TX 78006

Peter M. Boyd  
Senior Executive Vice President  
2211 Three Lakes Parkway  
Tyler, Texas 75703  
903.581.9713  
Member FDIC

Approval  
*Richard Johal*  
 12/2/2021

OPINION OF PROBABLE CONSTRUCTION COSTS  
 CORDILLERA RANCH - UNIT 304

STREET, DRAINAGE, E/S CONTROLS, SALES TAX,  
 CONSTRUCTION STAKING & MISCELLANEOUS  
 11/30/2021  
 03349.005.0



ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>STREET IMPROVEMENTS</b>					
1	1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00
2	12.54	AC	Preparing Right of Way	\$ 3,000.00	\$ 37,620.00
3	16.70	AC	Right of Way Excavation and Embankment	\$ 15,000.00	\$ 250,500.00
4	29,834	SY	Subgrade Preparation	\$ 1.00	\$ 29,834.00
5	9,865	SY	Flexible Base, 8" Thick	\$ 18.74	\$ 184,870.10
6	18,982	SY	Flexible Base, 10" Thick	\$ 21.29	\$ 404,126.78
7	27,856	SY	Hot Mix Asphaltic Concrete, 1.5" Thick	\$ 12.50	\$ 348,200.00
8	1	EA	Pavement Markings	\$ 11,700.00	\$ 11,700.00
9	1	EA	End-of-Road Barricade	\$ 2,400.00	\$ 2,400.00
10	3	EA	Roadway Signs	\$ 850.00	\$ 2,550.00
11	1	LS	Spoils Disposal	\$ 20,000.00	\$ 20,000.00
<b>SUBTOTAL FOR STREET IMPROVEMENTS</b>					<b>\$ 1,326,800.88</b>
<b>TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS</b>					
12	0.80	AC	Preparing Right of Way	\$ 3,000.00	\$ 2,400.00
13	0.46	AC	Right of Way Excavation and Embankment	\$ 10,000.00	\$ 4,600.00
14	2,211	SY	Subgrade Preparation	\$ 1.00	\$ 2,211.00
15	2,013	SY	Flexible Base, 8" Thick	\$ 18.74	\$ 37,723.62
16	1,996	SY	Hot Mix Asphaltic Concrete, 1.5" Thick	\$ 12.50	\$ 24,950.00
<b>SUBTOTAL FOR TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS</b>					<b>\$ 71,884.62</b>
<b>DRAINAGE IMPROVEMENTS</b>					
17	347.85	LF	HP Storm Pipe, 24" Diameter	\$ 72.00	\$ 25,045.20
18	256.44	LF	HP Storm Pipe, 30" Diameter	\$ 90.00	\$ 23,079.60
19	480.60	LF	HP Storm Pipe, 36" Diameter	\$ 100.00	\$ 48,060.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	85.97	LF	HP Storm Pipe, 42" Diameter	\$ 120.00	\$ 10,316.40
21	62.41	LF	24" x 35" Arch S.R.C.M.P.	\$ 125.00	\$ 7,801.25
22	94.23	LF	3' x 3' Single Box Culvert (S.B.C.)	\$ 240.00	\$ 22,615.20
23	4	EA	4-Way Inlet	\$ 7,250.00	\$ 29,000.00
24	8	EA	Concrete Rip Rap for 24" HP Storm Pipe	\$ 3,500.00	\$ 28,000.00
25	7	EA	Concrete Rip Rap for 30" HP Storm Pipe	\$ 4,000.00	\$ 28,000.00
26	2	EA	Concrete Rip Rap for 36" HP Storm Pipe	\$ 4,500.00	\$ 9,000.00
27	2	EA	Concrete Rip Rap for 42" HP Storm Pipe	\$ 5,000.00	\$ 10,000.00
28	2	EA	Concrete Rip Rap for 24"x35" Arch S.R.C.M.P.	\$ 4,500.00	\$ 9,000.00
29	2	EA	Concrete Rip Rap for 3'x3' S.B.C	\$ 4,500.00	\$ 9,000.00
30	85.67	SY	8"x12" Rock Rubble	\$ 65.00	\$ 5,568.55
31	1,327.50	LF	Trench Safety	\$ 2.25	\$ 2,986.88
<b>SUBTOTAL FOR DRAINAGE IMPROVEMENTS</b>					<b>\$ 267,473.08</b>

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>EROSION/SEDIMENTATION CONTROLS</b>					
32	9730	LF	Silt Fence	\$ 4.00	\$ 38,920.00
33	117	LF	Rock Berm	\$ 35.00	\$ 4,095.00
34	6,295	CY	Top Soil Hauling and Placement (4")	\$ 20.00	\$ 125,900.00
35	1	EA	Stabilized Construction Entrance/Exit	\$ 1,500.00	\$ 1,500.00
36	240	LF	Tree Protection	\$ 1.80	\$ 432.00
37	64	LF	Bagged Gravel Inlet Filter	\$ 2.00	\$ 128.00
38	8,300	LF	Geotextile in Ditches	\$ 3.00	\$ 24,900.00
<b>SUBTOTAL FOR EROSION/SEDIMENTATION CONTROLS</b>					<b>\$ 195,875.00</b>
<b>SALES TAX</b>					
39	1	LS	Texas State Sales Tax	\$ 86,000.00	\$ 86,000.00
<b>SUBTOTAL FOR SALES TAX</b>					<b>\$ 86,000.00</b>
<b>CONSTRUCTION STAKING</b>					
40	1	LS	Construction Staking	\$ 19,000.00	\$ 19,000.00
<b>SUBTOTAL FOR CONSTRUCTION STAKING</b>					<b>\$ 19,000.00</b>
<b>MISCELLANEOUS</b>					
41	1	LS	Construction Materials Testing	\$ 32,000.00	\$ 32,000.00
<b>SUBTOTAL FOR MISCELLANEOUS</b>					<b>\$ 32,000.00</b>
<b>TOTAL BID PRICE FOR STREET, DRAINAGE, EROSION/SEDIMENTATION CONTROLS, SALES TAX, CONSTRUCTION STAKING &amp; MISC. IMPRVMTS.</b>					<b>\$ 1,927,148.96</b>



TBPE FIRM #0455

*Approved*  
*Kathleen Schuch*  
 12/2/2021

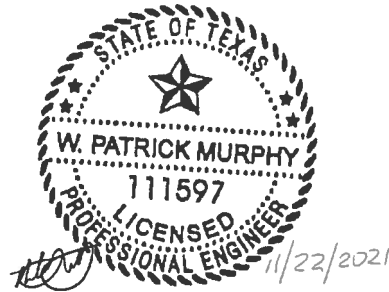
**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**CORDILLERA RANCH, UNIT 304**  
**WATER & SEWER IMPROVEMENTS**  
 11/15/2021  
 03349.005.0

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>WATER IMPROVEMENTS</b>					
1	2,725	LF	Pipe (PVC DR 14, C-900), 8" Diameter	\$ 50.00	\$ 136,250.00
2	3,010	EA	Pipe (PVC DR 14, C-900), 6" Diameter	\$ 42.00	\$ 126,420.00
3	2,875	EA	Pipe (PVC SCH. 40), 3" Diameter	\$ 30.00	\$ 86,250.00
4	310	EA	Pipe (PVC SCH. 40), 2.5" Diameter	\$ 29.00	\$ 8,990.00
5	5	EA	Double Water Service, Short	\$ 2,300.00	\$ 11,500.00
6	9	EA	Double Water Service, Long	\$ 3,300.00	\$ 29,700.00
7	14	EA	Single Water Service, Short	\$ 1,800.00	\$ 25,200.00
8	15	EA	Single Water Service, Long	\$ 2,800.00	\$ 42,000.00
9	2	EA	2" Automatic Air Release/Vacuum Valve	\$ 3,900.00	\$ 7,800.00
10	2	EA	8" x 6" Pressure Reducing Valve	\$ 11,250.00	\$ 22,500.00
11	2	EA	8" x 3" Pressure Reducing Valve	\$ 8,700.00	\$ 17,400.00
12	1	EA	6" x 2.5" Pressure Reducing Valve	\$ 7,500.00	\$ 7,500.00
13	1	EA	8" Gate Valve	\$ 1,100.00	\$ 1,100.00
14	2	EA	6" Gate Valve	\$ 900.00	\$ 1,800.00
15	2	EA	3" Gate Valve	\$ 1,500.00	\$ 3,000.00
16	1	EA	2.5" Gate Valve	\$ 1,200.00	\$ 1,200.00
17	4	EA	Blow-Off Hydrant Assembly	\$ 5,000.00	\$ 20,000.00
18	2	EA	Water Tie-In	\$ 800.00	\$ 1,600.00
19	40	LF	Sleeves	\$ 30.00	\$ 1,200.00
20	1	LS	Ductile Iron Fittings	\$ 10,000.00	\$ 10,000.00



21	8,920	LF	Trench Safety	\$	2.25	\$	20,070.00
<b>SUBTOTAL FOR WATER IMPROVEMENTS</b>						<b>\$</b>	<b>581,480.00</b>
<b>LOW PRESSURE SEWER IMPROVEMENTS</b>							
22	3,090	LF	Sewer Pipe (PVC SCH. 40), 2.5" Diameter	\$	42.00	\$	3,090.00
23	2,530	LF	Sewer Pipe (PVC SCH. 40), 2" Diameter	\$	42.00	\$	2,530.00
24	45	LF	Sewer Pipe (PVC SCH. 40), 1.5" Diameter	\$	40.00	\$	45.00
25	2	EA	Existing System Connection	\$	600.00	\$	1,200.00
26	7	EA	Double Sewer Service, Long	\$	2,600.00	\$	18,200.00
27	2	EA	Single Sewer Service, Long	\$	2,300.00	\$	4,600.00
28	23	EA	Single Sewer Service, Short	\$	1,800.00	\$	41,400.00
29	2	EA	Cleanout (in-line), 2"	\$	1,475.00	\$	2,950.00
30	5	EA	Cleanout (in-line), 2.5"	\$	1,600.00	\$	8,000.00
31	1	EA	Cleanout (end-of-line), 1.5"	\$	1,595.00	\$	1,595.00
32	3	EA	Cleanout (end-of-line), 2"	\$	1,800.00	\$	5,400.00
33	2	EA	2" Automatic Air/Vacuum Valve	\$	1,500.00	\$	3,000.00
34	1	EA	2.5" Round Port Plug Valve	\$	1,080.00	\$	1,080.00
35	2	EA	2" Gate Valve	\$	1,110.00	\$	2,220.00
36	5	EA	2.5" Gate Valve	\$	1,200.00	\$	6,000.00
37	30	LF	Sleeves	\$	20.00	\$	600.00
38	1	LS	Fittings	\$	3,500.00	\$	3,500.00
39	5,665	LF	Trench Safety	\$	2.25	\$	12,746.25
<b>SUBTOTAL FOR LOW PRESSURE SEWER IMPROVEMENTS</b>						<b>\$</b>	<b>118,156.25</b>
<b>CONSTRUCTION STAKING</b>							
40	1	LS	Construction Staking	\$	12,000.00	\$	12,000.00

SUBOTAL FOR CONSTRUCTION STAKING	\$ 12,000.00
TOTAL BID PRICE FOR WATER & SEWER IMPROVEMENTS	\$ 711,636.25



TBPE FIRM #0455



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Reject 2023 Seal Coat Bid #2023-03.

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

County Auditor Corinna Speer  
County Engineer Rick Tobolka  
Assistant County Engineer Mary Ellen Schulle

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 250 or 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action to reject all bids received by May 26, 2023, Bid #2023-03 and permission to re-advertise and rebid Seal Coat FY 2024.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Reject 2023 Seal Coat Bid #2023-03.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

The Public

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

☒ NO

☐ YES

**DOCUMENTATION:**

☒ NO

☐ YES

☐ INTENDED FOR THE PUBLIC

☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

None

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

None



# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Upper Cibolo Creek Watershed Supplemental Watershed Agreement No. 1, Flood Retarding Structure No. 2

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

County Engineer Rick Tobolka  
Assistant County Engineer Mary Ellen Schulle

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 250 or 252

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Consideration and action on executing Upper Cibolo Creek Watershed Supplemental Watershed Agreement No. 1, Flood Retarding Structure No. 2.

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Execution of the attached Upper Cibolo Creek Watershed Supplemental Watershed Agreement No. 1, Flood Retarding Structure No. 2 is required for the project to proceed.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

The Public

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Copy of proposed Upper Cibolo Creek Watershed Supplemental Watershed Agreement No. 1, Flood Retarding Structure No. 2.

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

The proposed agreement does not commit Kendall County funds for the proposed project. As defined in Paragraph 11 Additional Agreements. "A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving the funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of the improvement."

**UPPER CIBOLO CREEK WATERSHED  
SUPPLEMENTAL WATERSHED AGREEMENT NO. I**

between the

**Kendall County Soil and Water Conservation District # 216 (SWCD)**  
Sponsoring Local Organization

**Kendall County Commissioners Court (County)**  
Sponsoring Local Organization

**City of Boerne (City)**  
Sponsoring Local Organization

(Referred to herein as Sponsors)

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
Formerly the Soil Conservation Service (SCS)**

(Referred to herein as NRCS)

**Whereas**, the original Watershed Work Plan Agreement for Upper Cibolo Creek Watershed, State of Texas, executed by the Sponsors named therein, the Boerne Water Supply Corporation, and the NRCS, became effective on the 1<sup>st</sup> day of April 1969; and

**Whereas**, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended, has been assigned by the Secretary of Agriculture to the NRCS; and

**Whereas**, application has heretofore been made to the Secretary of Agriculture by the Sponsors for assistance in preparing a plan for works of improvement for Floodwater Retarding Structure (FRS) No. 2 in the Upper Cibolo Creek Watershed, State of Texas, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012); and

**Whereas**, there has been developed through the cooperative efforts of the Sponsors and NRCS a Supplemental Watershed Work Plan No. I and Environmental Assessment for works of improvement for the rehabilitation of FRS No. 2 of the Upper Cibolo Creek Watershed, State of Texas, hereinafter referred to as the Plan-EA or plan, which plan is annexed to and made a part of this agreement;

**Now**, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

1. **Term.** The term of this agreement is for the installation period and evaluated life of the project (103 years) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
2. **Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. **Real Property.** The sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and NRCS are as shown in the Cost-share table in item 5 hereof.

The sponsors agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement

4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The sponsors hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsors are legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.
5. **Cost-Share for Watershed Work Plan.** The following table shows cost-share percentages and amounts for Watershed Work Plan implementation.

<b>Cost-Share Table for Rehabilitation Projects</b>			
<b>Works of Improvement Cost-Shareable Items</b>	<b>NRCS Cost<sup>1/</sup></b>	<b>Sponsors Cost<sup>1/</sup></b>	<b>Total Cost<sup>1/</sup></b>
Rehabilitation of FRS No. 2 (Construction Costs)	\$3,840,000	\$2,023,000	\$5,863,000
Replacement in-kind	\$0	\$0	\$0
Required Decent, Safe, Sanitary	\$0	\$0	\$0
Sponsor Planning Costs	NA	\$0	\$0
Sponsor Engineering Costs	NA	\$0	\$0
Sponsor Project Administration	NA	\$15,000	\$15,000
Land Rights Acquisition Cost	NA	\$30,000	\$30,000
<b>Subtotal: Cost-Sharable Costs</b>	\$3,840,000	\$2,068,000	\$5,908,000
<b>Cost-Share Percentages<sup>2/</sup></b>	65%	35%	100%
<b>Non-Cost-Sharable Items <sup>3/</sup></b>			
NRCS Engineering & Project Administration <sup>4/</sup>	\$1,685,000	NA	\$1,685,000
Natural Resource Rights	NA	\$0	
Federal, State, and Local Permits	NA	\$99,000	\$99,000



<b>Cost-Share Table for Rehabilitation Projects</b>			
<b>Works of Improvement Cost-Shareable Items</b>	<b>NRCS</b>	<b>Sponsors</b>	<b>Total</b>
	<b>Cost<sup>1/</sup></b>	<b>Cost<sup>1/</sup></b>	<b>Cost<sup>1/</sup></b>
Relocation, Beyond Required Decent, Safe, and Sanitary			
<b>Subtotal: Non-Cost-Share Costs</b>	\$1,685,000	\$99,000	\$1,784,000
<b>Total</b>	\$5,525,000	\$2,167,000	\$7,692,000

1/ All costs rounded to nearest \$1,000.

2/ Maximum NRCS cost-share is 65% of Cost-Shareable items not to exceed 100% of construction cost (including Replacement-in-Kind; Required Decent, Safe, Sanitary; and flood proofing of downstream properties).

3/ If actual non-cost-shareable item expenditures vary from these figures, the responsible party will bear the change.

4/ The sponsors and NRCS will each bear the costs of project administration that each incurs. Sponsor costs for project administration include relocation assistance advisory service.

6. **Land Treatment Agreements.** The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.
7. **Floodplain Management.** Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The sponsors are required to have development controls in place below low and significant hazard potential dams prior to NRCS or the sponsor entering into a construction contract.
8. **Water and Mineral Rights.** The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsor's cost-share.
9. **Permits.** The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors' cost-share.
10. **NRCS Assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
11. **Additional Agreements.** A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
12. **Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the

sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.

13. **Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
14. **Operation and Maintenance (O&M).** The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (100 years). Although the sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.
15. **Emergency Action Plan.** Prior to construction, the sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.
16. **Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture,

Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

17. **Certification Regarding Drug-Free Workplace Requirements** (7 CFR Part 3021). By signing this Watershed Agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

### **Certification:**

A. The sponsors certify that they will or will continue to provide a drug-free workplace by—

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about—
  - (a) The danger of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs;and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted—

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies will keep the original of all disclosure reports in the official files of the agency.

## **18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)**

A. The sponsors certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—  
Primary Covered Transactions (7 CFR Part 3017).**

A. The sponsors certify to the best of their knowledge and belief, that they and their principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary sponsors is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

**20. Clean Air and Water Certification.**

A. The project sponsoring organizations signatory to this agreement certify as follows:

(1) Any facility to be utilized in the performance of this proposed agreement is ( ), is not (X) listed on the Environmental Protection Agency List of Violating Facilities.

(2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organizations signatory to this agreement agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement.

C. The terms used in this clause have the following meanings:

(1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).

(2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).

(3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).

(4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).

(5) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of

operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

- 21. Assurances and Compliance.** As a condition of the grant or cooperative agreement, the sponsors assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

- 22. Examination of Records.** The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

- 23. Signatures.** The signing of this Public Law 83-566 Watershed Agreement by an authorized representative of the Sponsors indicates that the Sponsor(s) has reviewed this Agreement and the Upper Cibolo Creek Watershed Supplemental Watershed Work Plan No. I -Environmental Assessment and concur with the intent and contents of each.

The Sponsors and NRCS further agree to all other terms, conditions, and stipulations of said watershed agreement not modified herein.

**Kendall County Soil and Water Conservation District #216**

Local Organization

By \_\_\_\_\_  
Don Miller

Title Chairman

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the Kendall County Soil and Water Conservation District adopted at a meeting held on \_\_\_\_\_.

---

Eddie Seidensticker, Secretary, Kendall County Soil and Water Conservation District #216

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**Kendall County Commissioners Court**

Local Organization

By \_\_\_\_\_

Shane Stolarczyk

Title Kendall County Judge

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the Kendall County Commissioners Court adopted at a meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Denise Maxwell, County Clerk, Kendall County

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**City of Boerne**

Local Organization

By \_\_\_\_\_

Tim Handren

Title Mayor

Date \_\_\_\_\_

The signing of this agreement was authorized by a resolution of the governing body of the City of Boerne adopted at a meeting held on \_\_\_\_\_.

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

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**Natural Resources Conservation Service**

**United States Department of Agriculture**

Approved By \_\_\_\_\_

Kristy Oates, State Conservationist

Date \_\_\_\_\_





# Commissioners Court Agenda Request Form

Commissioners Court Date:

June 12, 2023

**SUBJECT:** Enter a brief description of the agenda request.

Interlocal Cooperation Contract Department of State Health Services -- Remote Birth Services

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

Denise Maxwell, County Clerk

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

830-249-9343 ext. 231

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

5 minutes

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

Renewal for Department of State Health Services Interlocal Cooperation Contract regarding remote birth services

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

Renewal of Contract

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

The Public

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

- ☒ NO  
☐ YES

**DOCUMENTATION:**

- ☐ NO  
☒ YES  
☒ INTENDED FOR THE PUBLIC  
☐ INTENDED FOR THE COURT ONLY

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

Interlocal Cooperation Contract Department of State Health Services

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".

**INTERLOCAL COOPERATION CONTRACT  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT No. HHSREV100003019**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and Kendall County (“**LOCAL GOVERNMENT**”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“TxEVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

**I. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<b><u>DSHS</u></b>	<b><u>Local Government</u></b>
Name: Department of State Health Services	Name: Kendall County
Attn: Contract Management Section	Attn: Kendall County Clerk’s Office
Address: 1100 W 49 <sup>th</sup> Street, MC-1990	Address: 201 E. San Antonio, Kendall County Courthouse
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Boerne, TX 78006
Contact Person: Maria Acuna	Contact Person: Denise Maxwell
Telephone: (512) 776-6629	Telephone: (830) 249-9343
E-Mail: <a href="mailto:maria.acuna@dshs.texas.gov">maria.acuna@dshs.texas.gov</a>	E-Mail: <a href="mailto:denise.maxwell@co.kendall.tx.us">denise.maxwell@co.kendall.tx.us</a>
Agency Number: 537	

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT C, STATEMENT OF WORK**.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months,

in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

#### **IV. AMENDMENT**

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

#### **V. FEES AND PAYMENT FOR SERVICES**

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK.**

#### **VI. NOTICE REQUIREMENTS**

- A.** All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B.** Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

**Health and Human Services Commission  
Attn: Office of the Chief Counsel  
4601 W Guadalupe St. MC-1100  
Austin, Texas 78751**

*with copy to*

**Department of State Health Services  
Attn: Office of General Counsel  
1100 W. 49th Street, MC-1919  
Austin, TX 78756**

- C.** DSHS shall send legal notices to Local Government at the address below:

**Kendall County Judge  
201 E. San Antonio Avenue  
Boerne, TX 78006**

- D.** Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.

- E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
- F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## **VII. CONTRACT DOCUMENTS**

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

**ATTACHMENT A: HHS DATA USE AGREEMENT - TACCHO;**

**ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and**

**ATTACHMENT C: STATEMENT OF WORK.**

## **VIII. MISCELLANEOUS TERMS AND CONDITIONS**

- A. Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.

**E. Record Maintenance and Retention**

1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes.
2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

**F. Dispute Resolution.** To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

**G. Entire Agreement.** The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

**H. Force Majeure.** Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

**I. INDEMNIFICATION**

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS,**

**DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.**

- 2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
- 3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**

**J. No Waiver of Sovereign Immunity.** Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.

**K. Severability.** If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

**L. Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**M. Termination**

1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.
2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
  - i. Material Breach  
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

#### **IX. CERTIFICATIONS**

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR DSHS CONTRACT NO. HHSREV100003019**  
**DEPARTMENT OF STATE HEALTH SERVICES      KENDALL COUNTY**

\_\_\_\_\_  
Signature

Manda Hall, MD

Printed Name

Associate Commissioner for Community Health  
Improvement

Title

\_\_\_\_\_

Date

\_\_\_\_\_  
Signature

Shane Stolarczyk

Printed Name

Kendall County Judge

Title

\_\_\_\_\_

Date

**ATTEST:**

\_\_\_\_\_  
Signature

DENISE MAXWELL, COUNTY CLERK

Printed Name

# ATTACHMENT A

## HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

### ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

### ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**“Authorized Purpose”** means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**“Authorized User”** means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

### **ARTICLE 3.**

#### **CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

##### **3.01 Obligations of CONTRACTOR**

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of



Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

#### **ARTICLE 4.**

#### **BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

#### **4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

#### **4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

#### **4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. STATEMENT OF WORK**

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### **6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

## **6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

## **6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **6.07 Responsibility.**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

#### **6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### **6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### **6.10 Automatic Amendment and Interpretation**

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



## HEALTH AND HUMAN SERVICES

Contract Number \_\_\_\_\_

### CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

**26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
  2. Status;
  3. The nature of the previous employment with HHSC or the other State of Texas agency;
  4. The date the employment was terminated and the reason for the termination; and
  5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.



**39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**40. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**41. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**42. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**45. Office of Inspector General Investigative Findings Expert Review**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**50. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**51. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**52. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**53. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**54. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**55. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**56. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

**Authorized representative on behalf of Contractor must complete and sign the following:**

---

**Legal Name of Contractor**

---

**Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)**

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**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)**  
**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

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**Signature of Authorized Representative**

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**Date Signed**

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**Printed Name of Authorized Representative**  
**First, Middle Name or Initial, and Last Name**

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**Title of Authorized Representative**

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**Physical Street Address**

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**City, State, Zip Code**

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**Mailing Address, if different**

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**City, State, Zip Code**

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**Phone Number**

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**Fax Number**

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**Email Address**

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**DUNS Number**

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**Federal Employer Identification Number**

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**Texas Identification Number (TIN)**

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**Texas Franchise Tax Number**

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**Texas Secretary of State Filing Number**

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**SAM.gov Unique Entity Identifier (UEI)**

## ATTACHMENT C STATEMENT OF WORK

### **I. Responsibilities of the Parties**

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located or contain errors resulting from the following unintentional occurrences:
  - 1. Key-entry errors in spelling;
  - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
  - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.

### **II. Fees, Invoicing, and Payment**

- A. **Fees.** Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government’s payment obligations to DSHS are payable only from funds appropriated for the then current Local Government’s fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

## ATTACHMENT C STATEMENT OF WORK

- B. Invoicing.** DSHS will send itemized invoices to Local Government on the 1<sup>st</sup> of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name:	Denise Maxwell County Clerk
Office address:	Kendall County 201 E. San Antonio, Kendall Courthouse Boerne, TX 78006

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to [yssbusinessservices@dshs.texas.gov](mailto:yssbusinessservices@dshs.texas.gov).

- C. Payment.** Local Government shall remit payment in full to DSHS within thirty (30) days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch  
MC-2096  
P.O. Box 149347  
Austin, TX 78714-9347

*or*

JPMorgan Chase  
Bank Acct # 0135371118  
Bank Rt # 021409169  
TIN # 320113643



**Texas HHS System - Data Use Agreement - Attachment 2**  
**SECURITY AND PRIVACY INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<b>2. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Kendall County Clerk Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 3746 Procurement/Contract#: HHSREV10003019 Address: 201 E. San Antonio, Kendall County Courthouse City: Boerne State: Texas ZIP: 78006 Telephone #: (830) 249-9343 Email Address:
<b>3. Number of Employees, at all locations, in Applicant/Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 9
<b>4. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Legal Name: Brian Stegall Address: 201 E. San Antonio, Kendall County Courthouse City: Boerne State: Texas ZIP: 78006 Telephone #: (830) 249-9343 Email Address: brian.stegall@co.kendall.tx.us  <b>B. Privacy Official:</b> Legal Name: Matthew Grove Address: 201 E. San Antonio, Kendall County Courthouse City: Boerne State: Texas ZIP: 78006 Telephone #: (830) 249-9343 Email Address: matthew.grove@co.kendall.tx.us



<b>6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</b> <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) data</li> <li>• Criminal Justice Information Services (CJIS) data</li> <li>• Internal Revenue Service Federal Tax Information (IRS FTI) data</li> <li>• Centers for Medicare &amp; Medicaid Services (CMS)</li> <li>• Social Security Administration (SSA)</li> <li>• Personally Identifiable Information (PII)</li> </ul>	<b>HIPAA</b> <input checked="" type="checkbox"/>	<b>CJIS</b> <input type="checkbox"/>	<b>IRS FTI</b> <input type="checkbox"/>	<b>CMS</b> <input type="checkbox"/>	<b>SSA</b> <input type="checkbox"/>	<b>PII</b> <input checked="" type="checkbox"/>
Other (Please List)						
<b>7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))</b>  Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.  A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						<b>Total # (Sum a-d)</b>  9
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.						9
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.						0
<b>c. Cloud Services.</b> Number of Cloud Services in use.						0
<b>d. Data Centers.</b> Number of Data Centers in use.						0
<b>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:</b>						Select Option (a-d)
<b>a.</b> 499 individuals or less <b>b.</b> 500 to 999 individuals <b>c.</b> 1,000 to 99,999 individuals <b>d.</b> 100,000 individuals or more						<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>9. HIPAA Business Associate Agreement</b>						
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
<b>10. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

<p><b>b.</b> Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes  <input type="radio"/> No  <input checked="" type="radio"/> N/A         </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11.</b> Does Applicant/Bidder have any <b>Optional Insurance</b> currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input type="radio"/> Yes  <input type="radio"/> No  <input checked="" type="radio"/> N/A         </p>

**SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

<b>1. Written Policies &amp; Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:</b>	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>b.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>c.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>d.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):  i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p><b>j.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>k.</b> If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>l.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>m.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>n.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2.</b> Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</b> "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</b>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

**SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)**

<b>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b>	<b>No Electronic Systems</b> <input type="checkbox"/>
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.	
<b>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained <b>IN</b> the United States (no offshoring) unless <b>ALL</b> of the following requirements are met?</b> <b>a. The data is encrypted with FIPS 140-2 validated encryption</b> <b>b. The offshore provider does not have access to the encryption keys</b> <b>c. The Applicant/Bidder maintains the encryption key within the United States</b> <b>d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency</b>  <i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</b>  <b>If yes, upon request must provide evidence such as a screen shot or a system report.</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p><b>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, <b>FIPS 140-2</b> validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:  <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, <b>FIPS 140-2</b> validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:  <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</b></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</b></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?</b>  <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: <a href="https://legiscan.com/TX/text/HB8/2017">https://legiscan.com/TX/text/HB8/2017</a></i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

**SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)**

*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

**1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.**

**2. Signature**

**3. Title**

**4. Date:**

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

**Section E: To Be Completed by Texas HHS Agency Staff:**

Agency(s):

HHSC: ☐

DFPS: ☐

DSHS: ☒

Requesting Department(s):

Vital Statistics

Legal Entity Tax Identification Number (TIN) (Last four Only):

								3	7	4	6
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PO/Contract(s) #:

HHSREV100003019

Contract Manager:

Maria Acuna

Contract Manager Email Address:

maria.acuna@dshs.texas.gov

Contract Manager Telephone #:

(512) 776-6629

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

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Contract Manager Email Address:

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## INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

*Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.*

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

### SECTION A. APPLICANT /BIDDER INFORMATION

**Item #1.** *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

**Item #2. Entity or Applicant/Bidder Legal Name.** *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

**Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce.** *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

**Item #4. Number of Subcontractors.** *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

**Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year.** *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

**Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder.** *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

**Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to:** *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

*"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:*

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

**Item #7. Number of Storage devices for Texas HHS Confidential Information.** The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

**Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year.** Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

**Item #9. HIPAA Business Associate Agreement.**

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

**Item #10. Subcontractors.** If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

**Item #11. Optional Insurance.** Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

## SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

**Item #1.** Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.  
Refer to Article 4, Section 4.01:  
*Initial Notice of Breach must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information* **48-hour Formal Notice** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

**Item #2.** Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

**Item #3.** Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

**Item #4.** Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

**Item #5.** Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

## SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

**Item #1.** Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.



**Item #2.** Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

**Item #3.** Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

**Item #4.** Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

**Item #5.** Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

**Item #6.** Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

**Item #7.** Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

**Item #8.** Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

**Item #9.** Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

**Item #10.** Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

**Item #11.** Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."



**Item #12.** Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

**Item #13.** Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

**Item #14.** Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

**Item #15.** Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrm.microsoft.com/en-us/>

**Item #16.** Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

**Item #17.** Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

**Item #18.** Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

**Item #19.** Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

## SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.



# Commissioners Court Agenda Request Form

Commissioners Court Date:

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**SUBJECT:** Enter a brief description of the agenda request.

**DEPARTMENT AND/OR PERSON MAKING THE REQUEST:** Non routine agenda requests or an item that will require any type of budget adjustment must have a precinct commissioner co-sponsor the agenda request to be placed on the agenda.

**PHONE NUMBER + EXTENSION:** i.e. 830-249-9343 ext. 212

**TIME NEEDED FOR PRESENTATION:** How many minutes will be needed to present the item?

**PROPOSED AGENDA ITEM WORDING:** Enter the detailed wording of the Agenda Item as it should appear on the Agenda *\*Wording is subject to change as General Counsel and the County Judge have final determination on wording for an agenda item.*

**REASON FOR THE AGENDA ITEM:** Enter the detailed wording as to why the item should be placed on the agenda.

**WHO WILL THIS AFFECT:** For example, enter "Countywide", a specific Precinct #, or "The Public"

**WILL THIS AGENDA ITEM REQUIRE AND/OR RESULT IN ANY TYPE OF ADJUSTMENT TO THE COUNTY BUDGET?**

**NO**

**YES**

**DOCUMENTATION:**

**NO**

**YES**

**INTENDED FOR THE PUBLIC**

**INTENDED FOR THE COURT ONLY**

If there is documentation, **please submit it by noon on the Wednesday before Commissioners Court.** In addition, all Power Point Presentations/ slides must be submitted to the Judge's Office and the IT Department by noon on the Wednesday prior to Commissioners Court. This is will allow IT time to make sure presentations work as expected. Failure to provide all required supporting documents may result in the removal of the item from the agenda. *\*Deadlines are subject to change. Advance notice will be given by the County Judge's office.*

**PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:**

**ADDITIONAL INFORMATION:** Enter any additional information specific to this request to assist the Court in understanding the nature of the item or enter "None".