



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Approve Commissioner Court Minutes - June 26, 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.

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 the June 26, 2023 Commissioners Court minutes.

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".

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 26th day June 2023.

Absent: CHAD CARPENTER, COMMISSIONER, PCT. #4

- Motion was made by Commissioner Wisian, seconded by Commissioner Bergmann, and carried by a vote of 4-0 with Commissioner Carpenter absent.**

- | | | |
|------------------------|-----------------------------|----------------------------|
| Roger Baker | Sheriff's Department | 20 Years |
| Richard Tobolka | County Engineer | 15 Years/Retirement |

7. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to proclaim the month of June as Elder Abuse Awareness Month in Kendall County (attached).

Motion was made by Commissioner Bergmann, seconded by Commissioner Chapman, and carried by a vote of 4-0 with Commissioner Carpenter absent.

8. At 9:22 a.m. a public hearing was held on the application filed by Linda Bannister for the proposed revision of the subdivision plat for Deer Lake Subdivision Lots 19 and 20 as recorded in Volume 1, Page 66, and Volume 1, Page 91 of the Kendall County Plat Records.

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

9. **PUBLIC COMMENTS:** Maggie Eck

The following people spoke during item #18: Milan Michalec, Denise Dever, and Jeff Fincke

10. No action was taken on reinstating the burn ban. It is still off.
-

11. 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 in the amount of \$965,256.99

Motion was made by Commissioner Chapman, seconded by Commissioner Wisian, and carried by a vote of 4-0 with Commissioner Carpenter absent.

12. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to allow the Judge to sign the depository contract with Frost Bank once the County Treasure has gotten her questions answered.

Motion was made by Commissioner Chapman, seconded by Commissioner Bergmann, and carried by a vote of 4-0 with Commissioner Carpenter absent.

13. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve renewing the Department of State Health Services Grant Agreement Contract No. HHS001312700003 (attached).

Motion was made by Commissioner Chapman, seconded by Commissioner Bergmann, and carried by a vote of 4-0 with Commissioner Carpenter absent.

14. No action taken concerning entering into an agreement with Southwest Texas Regional Advisory Council (STRAC) for ImageTrend Fire Reporting Software for the county fire department to continue to report incidents. Also, included is the Business Associate Agreement that complies with privacy standards.
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15. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the transfer of a Manitowoc Icemaker asset tag 3068 from Road & Bridge Department to EMS.

Motion was made by Commissioner Chapman, seconded by Commissioner Wisian, and carried by a vote of 4-0 with Commissioner Carpenter absent.

16. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve amending to increase the contract amount of \$15,000 to \$53,265.57 transferring funds from one contract to the other for clarification of payment processing for design services supporting the rehabilitation of Upper Cibolo Creek Flood Control Structure #4 subject to general counsel's review (attached).

Motion was made by Commissioner Bergmann, seconded by Commissioner Chapman, and carried by a vote of 4-0 with Commissioner Carpenter absent.

17. No action was taken concerning a request for relief for 4 Flat Rock Creek Road from minimum road frontage and lot size requirements to create a 0.27 acre lot out of a 3 acre tract to be used for cell tower purposes (Owner: Michael Rusch).

18. No action was taken approving a contract amendment with Beaty Palmer for the EMS station at Voss Middle School to include a well in the design.

19. No action was taken concerning on the approval to solicit bids for the construction of a well at the proposed EMS station at Voss Middle School.

At 10:42 a.m. the Court recessed Open Session, took a break, and went into 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 the purchase 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. County fire protection and firefighter duties, responsibilities, and service
 2. 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

3. Violation of flood plain regulations regarding 216 FM 473, Comfort, TX
4. Duties and responsibilities of County Engineer

At 12:34 p.m. the Court closed Executive Session, and at 12:35 p.m. the Court resumed Open Session.

20. THE STATE OF TEXAS

I-1 COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to allow Judge Stolarczyk to employ the services of Guaranty Title Company to assist the County in the closing of the property on Blanco St.

Motion was made by Commissioner Chapman, seconded by Commissioner Wisian, and carried by a vote of 4-0 with Commissioner Carpenter absent.

Being no further business, the meeting was adjourned at 12:38 p.m.

EXAMINED AND APPROVED THIS 10TH DAY OF JULY 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.



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Accept Donations - 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 accepting the list of donations on behalf of Kendall County per Local Government Code 81.032.

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

Accept donations received in June 2023.

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

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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

List of donations received in the March 2023.

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, Texas
Donation List for Commissioners Court July 10, 2023.

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

The following donations were received from June 1, 2023 thru June 30, 2023.

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
06/01/23	\$ 500.00	John & Teegie Collins	Check	EMS
06/07/23	\$ 5.00	Clayton Parker	Cash	Animal Control
06/14/23	\$ 200.00	Jackie Bailey	Cash	Animal Control
06/15/23	\$ 500.00	Hens & Heifers	Cash	Animal Control
06/21/23	\$ 20.00	Dorothy Burow	Cash	Animal Control
06/21/23	\$ 50.00	Paul Urban	Cash	Animal Control

Other Donations:

<u>Date</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
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Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 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:

July 10, 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 7/10/23

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 6483 - ADT Commercial LLC					
ADT Commercial LLC	50827872 6/15/23	Monitor JP #4 7/8/23 - 8/7/23	13-510-53330	07/10/2023	49.00
Vendor 6483 - ADT Commercial LLC Total:					49.00
Vendor: 6423 - Advanced Data Processing, Inc.					
Advanced Data Processing, Inc.	605241	Billing Collections/May '23	10-540-54075	07/10/2023	3,162.25
Vendor 6423 - Advanced Data Processing, Inc. Total:					3,162.25
Vendor: 4316 - American Fidelity Assurance Company					
American Fidelity Assurance Company	INV0017416	Jun '23 FSA, Hospital, Acc & DS - B. Humphus	10-361-46020	07/10/2023	184.15
American Fidelity Assurance Company	INV0017417	Jun '23 Acc - C. Wilson	10-361-46020	07/10/2023	41.80
American Fidelity Assurance Company	INV0017423	1/2 Jun '23 Acc., CA, DS & Hosp - C. Ayala	10-361-46020	07/10/2023	101.86
Vendor 4316 - American Fidelity Assurance Company Total:					327.81
Vendor: 4036 - American Public Life					
American Public Life	INV0017419	1/2 Jun '23 Accident Premium - B. Humphus	10-361-46020	07/10/2023	22.45
Vendor 4036 - American Public Life Total:					22.45
Vendor: 1451 - American Tire Distributors					
American Tire Distributors	S182955547	Tire #125	11-620-54540	07/10/2023	126.64
American Tire Distributors	S183185072	Tires (2) #180	11-620-54540	07/10/2023	91.78
American Tire Distributors	S183371962	Tires (2) #145	11-620-54540	07/10/2023	623.16
American Tire Distributors	S183653175	Tires (2) #282	10-540-54540	07/10/2023	816.86
Vendor 1451 - American Tire Distributors Total:					1,658.44
Vendor: 6354 - Anita Seamans					
Anita Seamans	100	Investigating Suicide Training Course 4/20-4/21	10-560-54285	07/10/2023	720.00
Vendor 6354 - Anita Seamans Total:					720.00
Vendor: 4556 - Associated Supply Co Inc					
Associated Supply Co Inc	PSO415597-1	Steel Tube, Hyd Fitting & O-Rings #170	11-620-54540	07/10/2023	98.01
Vendor 4556 - Associated Supply Co Inc Total:					98.01
Vendor: 1077 - AT&T Mobility					
AT&T Mobility	287258006402X06182023	CID Svc 5/11/23 - 6/10/23	10-560-54210	07/10/2023	63.00
AT&T Mobility	287284731716X06272023	210-415-7046 5/20/23 - 6/19/23 Em Mgmt	10-406-54210	07/10/2023	44.00
AT&T Mobility	287284731716X06272023	210-415-7047 5/20/23 - 6/19/23 EMS	10-540-54210	07/10/2023	45.56
AT&T Mobility	287284731716X06272023	830-534-0201 5/20/23 - 6/19/23 EMS	10-540-54210	07/10/2023	45.56
AT&T Mobility	287284731716X06272023	210-415-7050 5/20/23 - 6/19/23 EMS	10-540-54210	07/10/2023	45.56
AT&T Mobility	287284731716X06272023	210-415-7049 5/20/23 - 6/19/23 EMS	10-540-54210	07/10/2023	45.56
AT&T Mobility	287284731716X06272023	210-415-7048 5/20/23 - 6/19/23 EMS	10-540-54210	07/10/2023	45.56
AT&T Mobility	287284731716X06272023	830-431-7684 5/20/23 - 6/19/23 FirstNet Air Cards	10-540-54240	07/10/2023	30.00

Accounts Payable Claims

Post Dates: 7/10/2023 - 7/10/2023

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
AT&T Mobility	287284731716X06272023	830-431-7458 5/20/23 - 6/19/23 FirstNet Air Cards	10-540-54240	07/10/2023	30.00
AT&T Mobility	287284731716X06272023	830-443-0564 5/20/23 - 6/19/23 FirstNet Air Cards	10-540-54240	07/10/2023	30.00
AT&T Mobility	287284731716X06272023	830-443-1650 5/20/23 - 6/19/23 FirstNet Air Cards	10-540-54240	07/10/2023	30.00
AT&T Mobility	287284731716X06272023	830-443-1906 5/20/23 - 6/19/23 FirstNet Air Cards	10-540-54240	07/10/2023	30.00
AT&T Mobility	287284731716X06272023	iPad Airtime (6) Mobile CAD 5/20/23 - 6/19/23	10-540-54240	07/10/2023	180.00
AT&T Mobility	287284731716X06272023	210-443-0961 5/20/23 - 6/19/23 Rural Fire	10-545-54210	07/10/2023	41.81
AT&T Mobility	287284731716X06272023	830-388-2931 5/20/23 - 6/19/23 Dep Fire Marshal	43-545-54210	07/10/2023	41.81
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 JP #1	10-455-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 JP #2	10-456-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 JP #3	10-457-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 JP #4	10-458-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 Const #1	10-551-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 Const #2	10-552-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 Const #3	10-553-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 Const #4	10-554-54240	07/10/2023	30.00
AT&T Mobility	287299484011X06272023	CID Svc 5/20/23 - 6/19/23	10-560-54210	07/10/2023	39.30
AT&T Mobility	287299484011X06272023	Cell Phones (8) 5/20/23 - 6/19/23 SO	10-560-54210	07/10/2023	426.93
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 SO	10-560-54240	07/10/2023	1,713.00
AT&T Mobility	287299484011X06272023	iPad Air Cards (2) 5/20/23 - 6/19/23 Health Insp	10-636-54240	07/10/2023	60.00
AT&T Mobility	287299484011X06272023	iPad Air Cards 5/20/23 - 6/19/23 R&B	11-620-54240	07/10/2023	30.00
				Vendor 1077 - AT&T Mobility Total:	3,257.65

Vendor: 1065 - Bandera Electric Coop, Inc.

Bandera Electric Coop, Inc.	Meter 100755 6/15/23	1106900-018 5/15/23 - 6/15/23 JP #4	10-458-54400	07/10/2023	316.83
Bandera Electric Coop, Inc.	Meter 100763 6/15/23	1106900-003 5/15/23 - 6/15/23 Pct #4 Warehouse	10-510-54400	07/10/2023	33.23
Bandera Electric Coop, Inc.	Meter 105185 6/15/23	1106900-012 5/15/23 - 6/15/23 SO Tower Rd	10-510-54400	07/10/2023	56.40
Bandera Electric Coop, Inc.	Meter 112826 6/15/23	1106900-002 5/15/23 - 6/15/23 EMS Tower	10-510-54400	07/10/2023	46.32
Bandera Electric Coop, Inc.	Meter 114894 6/15/23	1106900-019 5/15/23 - 6/15/23 Mark Twain	10-660-54400	07/10/2023	57.37
Bandera Electric Coop, Inc.	Meter 117591 6/15/23	1106900-016 5/15/23 - 6/15/23 Park House	10-660-54400	07/10/2023	136.34
Bandera Electric Coop, Inc.	Meter 117596 6/15/23	1106900-015 5/15/23 - 6/15/23 Stor Trailer	10-510-54400	07/10/2023	29.42
Bandera Electric Coop, Inc.	Meter 123229 6/15/23	1106900-006 5/15/23 - 6/15/23 JP #2	10-510-54400	07/10/2023	111.90
Bandera Electric Coop, Inc.	Meter 123279 6/15/23	1106900-004 5/15/23 - 6/15/23 Comfort EMS	10-540-54400	07/10/2023	280.87
Bandera Electric Coop, Inc.	Meter 124471 6/15/23	1106900-009 5/15/23 - 6/15/23 ComfortWasteStation	10-595-54400	07/10/2023	27.30
Bandera Electric Coop, Inc.	Meter 137331 6/15/23	1106900-023 5/15/23 - 6/15/23 5 Toepperwein Rd	10-510-54400	07/10/2023	126.52
Bandera Electric Coop, Inc.	Meter 142114 6/15/23	1106900-013 5/15/23 - 6/15/23 SO	10-510-54400	07/10/2023	26.00
Bandera Electric Coop, Inc.	Meter 200581 6/15/23	1106900-007 5/15/23 - 6/15/23 10 Staudt St	10-510-54400	07/10/2023	254.09
Bandera Electric Coop, Inc.	Meter 200598 6/15/23	1106900-014 5/15/23 - 6/15/23 RMEC	10-660-54400	07/10/2023	400.00
Bandera Electric Coop, Inc.	Meter 201015 6/15/23	1106900-022 5/15/23 - 6/15/23 Law Enf Facility	10-512-54400	07/10/2023	5,665.03
Bandera Electric Coop, Inc.	Meter 201245 6/15/23	1106900-008 5/15/23 - 6/15/23 4 Staudt St	10-579-54400	07/10/2023	1,079.27
Bandera Electric Coop, Inc.	Meter 300224 6/15/23	1106900-024 5/15/23 - 6/15/23 Pre Trial Svcs	10-438-54400	07/10/2023	151.62
Bandera Electric Coop, Inc.	Meter 300437 6/15/23	1106900-020 5/15/23 - 6/15/23 Animal Control	10-408-54400	07/10/2023	783.37
Bandera Electric Coop, Inc.	Meter 300460 6/15/23	1106900-005 5/15/23-6/15/23 WasteDisp-SpanishPass	10-595-54400	07/10/2023	48.23
Bandera Electric Coop, Inc.	Meter 300464 6/15/23	1106900-021 5/15/23 - 6/13/23 Recycling Cntr	10-597-54400	07/10/2023	67.88

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Bandera Electric Coop, Inc.	Meter 300489 6/15/23	1106900-017 5/15/23 - 6/15/23 Park Fac	10-660-54400	07/10/2023	106.90
Vendor 1065 - Bandera Electric Coop, Inc. Total:					9,804.89
Vendor: 6217 - BCC Languages LLC					
BCC Languages LLC	23531	2hr+Travel-1 Interpreter 6/16/23/Case #22-016	10-435-54092	07/10/2023	376.33
Vendor 6217 - BCC Languages LLC Total:					376.33
Vendor: 3595 - Betty Lou Schroeder, PhD					
Betty Lou Schroeder, PhD	2023 06-16-RP	New Officer Psych Evaluation - R. Profeta	10-560-54050	07/10/2023	100.00
Vendor 3595 - Betty Lou Schroeder, PhD Total:					100.00
Vendor: 2578 - Big Moe Automotive Rebuilders Inc					
Big Moe Automotive Rebuilders Inc	21222	New Starter B82	10-549-54540	07/10/2023	279.00
Vendor 2578 - Big Moe Automotive Rebuilders Inc Total:					279.00
Vendor: 1002 - Boerne Auto Truck Supply, Inc.					
Boerne Auto Truck Supply, Inc.	582657	5 Gallon Gas Can - Stock	10-560-53330	07/10/2023	29.86
Vendor 1002 - Boerne Auto Truck Supply, Inc. Total:					29.86
Vendor: 1040 - Boerne Office Supply, L.C.					
Boerne Office Supply, L.C.	11895	Copy Paper & Tape	10-497-53100	07/10/2023	79.98
Boerne Office Supply, L.C.	11899	Labeler Tapes (4)	11-620-53100	07/10/2023	99.96
Boerne Office Supply, L.C.	11909	Printed Envelopes (5 Boxes)	10-497-53100	07/10/2023	445.00
Boerne Office Supply, L.C.	11919	Laminating Pouches, Note Pads & Expansion Folders	10-496-53100	07/10/2023	115.96
Vendor 1040 - Boerne Office Supply, L.C. Total:					740.90
Vendor: 2700 - Bound Tree Medical, LLC					
Bound Tree Medical, LLC	84987811	Medication	10-540-53910	07/10/2023	165.58
Bound Tree Medical, LLC	84989434	Misc Medical Supplies	10-540-53910	07/10/2023	1,002.08
Bound Tree Medical, LLC	84989435	TIC Smart Indicator Monitors (2)	10-540-55400	07/10/2023	109.56
Bound Tree Medical, LLC	84992718	Compact Disposable Units (3)	10-540-55400	07/10/2023	270.00
Bound Tree Medical, LLC	84995777	Bandages	10-540-53910	07/10/2023	18.96
Bound Tree Medical, LLC	84997333	Administration Tube Sets w/ Pump (50)	10-540-55400	07/10/2023	275.50
Bound Tree Medical, LLC	84997334	Misc Medical Supplies	10-540-53910	07/10/2023	1,974.78
Bound Tree Medical, LLC	85000084	QinFlow Warrior LITE Blood & Fluid Warmer	10-540-55400	07/10/2023	3,375.06
Vendor 2700 - Bound Tree Medical, LLC Total:					7,191.52
Vendor: 7060 - Butler-Cohen LLC					
Butler-Cohen LLC	816735	Pay App #8/Jail Expansion Constr Svcs 6/1-6/30/23	70-512-55130	07/10/2023	860,448.24
Vendor 7060 - Butler-Cohen LLC Total:					860,448.24
Vendor: 3361 - CDW Government, Inc.					
CDW Government, Inc.	KB41260	Adobe Acrobat Premier Pro License (1)	10-470-53330	07/10/2023	345.00
CDW Government, Inc.	KB41260	Adobe Acrobat Pro DC Licenses (15)	10-470-53330	07/10/2023	1,101.00
CDW Government, Inc.	KC49323	24" Monitors (5)	10-495-53330	07/10/2023	610.00
CDW Government, Inc.	KD22653	Black Toner (2) - Jail Nurse	10-512-53100	07/10/2023	137.84
CDW Government, Inc.	KD40847	HP Laser Printers (2)	10-404-53330	07/10/2023	1,183.20
CDW Government, Inc.	KD45417	Toner (2)	10-404-53330	07/10/2023	390.00
Vendor 3361 - CDW Government, Inc. Total:					3,767.04

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 6025 - Cecil Atkission Motors					
Cecil Atkission Motors	29305	Radiator #2001	10-560-54540	07/10/2023	449.68
Vendor 6025 - Cecil Atkission Motors Total:					449.68
Vendor: 2932 - Central Texas Electric Co-op					
Central Texas Electric Co-op	Meter 1600145 6/15/23	26279101 5/15/23 - 6/14/23 SVFD - Air Comp	10-548-54400	07/10/2023	270.35
Central Texas Electric Co-op	Meter 2014759 6/15/23	22001201 5/15/23 - 6/14/23 Alamo Springs VFD	10-543-54400	07/10/2023	41.37
Central Texas Electric Co-op	Meter 2031688 6/15/23	23385801 5/15/23 - 6/14/23 R&B	11-620-54400	07/10/2023	111.16
Central Texas Electric Co-op	Meter 2031689 6/15/23	27961000 5/15/23 - 6/14/23 R&B	11-620-54400	07/10/2023	47.15
Central Texas Electric Co-op	Meter 2036883 6/15/23	26949801 5/15/23 - 6/14/23 SVFD - Radio	10-548-54400	07/10/2023	43.72
Central Texas Electric Co-op	Meter 9000043 6/15/23	27570100 5/15/23 - 6/14/23 R&B	11-620-54400	07/10/2023	464.20
Vendor 2932 - Central Texas Electric Co-op Total:					977.95
Vendor: 6077 - Christopher Mark Griffith					
Christopher Mark Griffith	10/6/22 - 10/6/22	Appt Atty #6856	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	12/15/2022 - 12/15/22	Appt Atty #9029	10-435-54020	07/10/2023	425.00
Christopher Mark Griffith	12/15/22 - 12/15/22	Appt Atty #8370	10-435-54020	07/10/2023	425.00
Christopher Mark Griffith	2/16/23 - 2/16/23	Appt Atty #8350	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	2/7/23 - 2/7/23	Appt Atty #22-419CR	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	3/21/23 - 3/21/23	Appt Atty #6677	10-435-54020	07/10/2023	425.00
Christopher Mark Griffith	3/7/23 - 3/7/23	Appt Atty #22-324CR & #22-325CR	10-435-54020	07/10/2023	400.00
Christopher Mark Griffith	4/12/23 - 4/12/23	Appt Atty #23-067CR	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	4/13/2023 - 4/13/23	Appt Atty #8925	10-435-54020	07/10/2023	475.00
Christopher Mark Griffith	4/13/23 - 4/13/2023	Appt Atty #8656	10-435-54020	07/10/2023	825.00
Christopher Mark Griffith	4/13/23 - 4/13/23	Appt Atty #6809	10-435-54020	07/10/2023	625.00
Christopher Mark Griffith	4/19/23 - 4/19/23	Appt Atty #22-266CR	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	6/6/23 - 6/6/23	Appt Atty #22-294CR	10-435-54020	07/10/2023	350.00
Christopher Mark Griffith	6/8/2023 - 6/8/23	Appt Atty #9165	10-435-54020	07/10/2023	425.00
Christopher Mark Griffith	6/8/23 - 6/8/2023	Appt Atty #8959	10-435-54020	07/10/2023	425.00
Christopher Mark Griffith	6/8/23 - 6/8/23	Appt Atty #8881	10-435-54020	07/10/2023	425.00
Vendor 6077 - Christopher Mark Griffith Total:					6,975.00
Vendor: 6537 - Cintas Corporation 87					
Cintas Corporation 87	4158291737	Uniform Rentals 6/12/23 - Parks	10-660-53360	07/10/2023	189.17
Cintas Corporation 87	4158291929	Aprons, Mats, Mops, Rags & Hamper 6/12/23	11-620-53330	07/10/2023	104.62
Cintas Corporation 87	4158291929	Uniform Rentals 6/12/23	11-620-53360	07/10/2023	501.21
Cintas Corporation 87	4158979903	Uniform Rentals 6/19/23 - Parks	10-660-53360	07/10/2023	116.44
Cintas Corporation 87	4158980186	Aprons, Mats, Mops, Rags & Hamper 6/15/23	11-620-53330	07/10/2023	102.58
Cintas Corporation 87	4158980186	Uniform Rentals 6/19/23	11-620-53360	07/10/2023	557.04
Cintas Corporation 87	4159455598	Door Mat Rentals 6/22/23	10-510-53330	07/10/2023	103.85
Cintas Corporation 87	4159554743	Uniform Rentals 6/23/23 - CH Facilitites	10-510-53360	07/10/2023	111.26
Cintas Corporation 87	4159554743	Uniform Rentals 6/23/23 - Solid Waste	10-595-53360	07/10/2023	8.49
Cintas Corporation 87	4159554743	Uniform Rentals 6/23/23 - Brush Site	10-596-53360	07/10/2023	15.39
Cintas Corporation 87	4159554743	Uniform Rentals 6/23/23 - Recycling	10-597-53360	07/10/2023	8.49
Cintas Corporation 87	4159681167	Aprons, Mats, Mops, Rags & Hamper 6/26/23	11-620-53330	07/10/2023	104.62
Cintas Corporation 87	4159681167	Uniform Rentals 6/26/23	11-620-53360	07/10/2023	388.01

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Cintas Corporation 87	4160146343	Door Mat Rentals 6/29/23	10-510-53330	07/10/2023	103.85
Cintas Corporation 87	4160255114	Uniform Rentals 6/30/23 - CH Facilities	10-510-53360	07/10/2023	111.26
Cintas Corporation 87	4160255114	Uniform Rentals 6/30/23 - Solid Waste	10-595-53360	07/10/2023	8.49
Cintas Corporation 87	4160255114	Uniform Rentals 6/30/23 - Brush Site	10-596-53360	07/10/2023	15.39
Cintas Corporation 87	4160255114	Uniform Rentals 6/30/23 - Recycling	10-597-53360	07/10/2023	8.49
Vendor 6537 - Cintas Corporation 87 Total:					2,558.65
Vendor: 5900 - Cintas Corporation No.2					
Cintas Corporation No.2	5153299948	First Aid Cabinet Supplies	11-620-53330	07/10/2023	259.79
Cintas Corporation No.2	5160168865	First Aid Cabinet Supplies	11-620-53330	07/10/2023	231.38
Vendor 5900 - Cintas Corporation No.2 Total:					491.17
Vendor: 1673 - Circle H Signs					
Circle H Signs	3329	Signs (11) - Disc Golf Course	10-660-53330	07/10/2023	146.00
Vendor 1673 - Circle H Signs Total:					146.00
Vendor: 1160 - City of Boerne Utilities					
City of Boerne Utilities	93-9005-00 6/14/23	93-9005-00 5/1/23 - 5/31/23 R&B - Recycled Water	11-620-53330	07/10/2023	28.02
City of Boerne Utilities	M-0020-02 6/20/23	09-0430-06 5/8/23 - 6/7/23 126 Rosewood Ave	10-510-54400	07/10/2023	217.56
City of Boerne Utilities	M-0020-02 6/20/23	09-0425-03 5/8/23 - 6/7/23 118 Saunders St S1	10-510-54400	07/10/2023	179.02
City of Boerne Utilities	M-0020-02 6/20/23	09-0426-02 5/8/23 - 6/7/23 118 Saunders St S2	10-510-54400	07/10/2023	136.16
City of Boerne Utilities	M-0090 6/22/2023	13-2460-00 5/15/23 - 6/14/23 10 Staudt St	10-510-54400	07/10/2023	300.85
City of Boerne Utilities	M-0090 6/22/2023	13-2465-00 5/15/23 - 6/14/23 8 Staudt St	10-512-54400	07/10/2023	5,508.63
City of Boerne Utilities	M-0090 6/22/2023	13-7100-00 5/15/23 - 6/14/23 EMS	10-540-54400	07/10/2023	1,734.93
City of Boerne Utilities	M-0090 6/22/2023	13-2472-00 5/15/23 - 6/14/23 6 Staudt St 2	10-560-54400	07/10/2023	99.49
City of Boerne Utilities	M-0090 6/22/2023	13-2470-00 5/15/23 - 6/14/23 6 Staudt St 1	10-560-54400	07/10/2023	436.19
Vendor 1160 - City of Boerne Utilities Total:					8,640.85
Vendor: 1331 - City of Kerrville Laboratory					
City of Kerrville Laboratory	0523-18	Bacteria Analysis PWS 1300058	10-402-53330	07/10/2023	20.00
City of Kerrville Laboratory	0523-19	Bacteria Analysis PWS 1300074	10-402-53330	07/10/2023	20.00
Vendor 1331 - City of Kerrville Laboratory Total:					40.00
Vendor: 1753 - Comfort Auto & Truck Supply					
Comfort Auto & Truck Supply	379366	Fuel Filter T33	10-542-54540	07/10/2023	2.66
Comfort Auto & Truck Supply	379638	Air/Oil Filters #51	11-620-54540	07/10/2023	94.69
Comfort Auto & Truck Supply	379879	Flat Battery - Shop	11-620-53330	07/10/2023	6.99
Comfort Auto & Truck Supply	379949	HD 30 Oil - Stock	10-540-54540	07/10/2023	143.88
Comfort Auto & Truck Supply	380035	Automotive Fuse - Stock	11-620-54540	07/10/2023	4.82
Comfort Auto & Truck Supply	380284	Fittings E51	10-546-54540	07/10/2023	6.96
Comfort Auto & Truck Supply	380328	Hydraulic Fuel E51	10-546-54540	07/10/2023	66.84
Comfort Auto & Truck Supply	380578	Oil Filter #1911	10-512-54540	07/10/2023	5.33
Comfort Auto & Truck Supply	380721	Mud Flap #53	11-620-54540	07/10/2023	46.78
Comfort Auto & Truck Supply	380813	Exhaust Clamp #24	11-620-54540	07/10/2023	37.83
Comfort Auto & Truck Supply	380818	Credit - Fuel Filters - Shop	11-620-54540	07/10/2023	-59.90
Comfort Auto & Truck Supply	380843	Engine Belt #13	11-620-54540	07/10/2023	70.98
Comfort Auto & Truck Supply	380883	Exhaust Clamp #24	11-620-54540	07/10/2023	37.83

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Comfort Auto & Truck Supply	380883 CR	Credit - Exhaust Clamp #24 (Ref INV 380813)	11-620-54540	07/10/2023	-37.83
Comfort Auto & Truck Supply	380942	Daytime Light #1309	11-620-54540	07/10/2023	11.19
Comfort Auto & Truck Supply	380981	Spray Paint #119	11-620-53610	07/10/2023	43.88
Comfort Auto & Truck Supply	381130	Water - Shop	11-620-53330	07/10/2023	11.98
Comfort Auto & Truck Supply	381136	Credit - Exhaust Clamp #24 (Ref INV 380883)	11-620-54540	07/10/2023	-37.83
Comfort Auto & Truck Supply	381143	Air/Oil Filters #13	11-620-54540	07/10/2023	154.64
Comfort Auto & Truck Supply	381144	Air/Fuel/Oil Filters #34	11-620-54540	07/10/2023	186.89
Comfort Auto & Truck Supply	381145	Fuel Filter #241	11-620-54540	07/10/2023	15.71
Comfort Auto & Truck Supply	381247	Air Filter #3014	11-620-54540	07/10/2023	23.94
Comfort Auto & Truck Supply	381354	Spray Paint #119	11-620-53610	07/10/2023	21.80
Comfort Auto & Truck Supply	381391	Engine Belt #13	11-620-54540	07/10/2023	24.99
Comfort Auto & Truck Supply	381403	Light Bulbs #45	11-620-54540	07/10/2023	39.69
Comfort Auto & Truck Supply	381404	Light Bulbs #45	11-620-54540	07/10/2023	19.90
Comfort Auto & Truck Supply	381412	Credit - Spray Paint #119 (Ref INV 380981)	11-620-53610	07/10/2023	-10.97
Comfort Auto & Truck Supply	381416	Oil/Fuel/Cabin Filter #1272	10-512-54540	07/10/2023	35.97
Comfort Auto & Truck Supply	381463	Blower Motor #77	11-620-54540	07/10/2023	80.29
Comfort Auto & Truck Supply	381472	Blower Motor Resistor #77	11-620-54540	07/10/2023	28.79
Comfort Auto & Truck Supply	381473	Air Filters #45	11-620-54540	07/10/2023	55.87
Comfort Auto & Truck Supply	381495	Oil Filter #281	10-540-54540	07/10/2023	8.08
Comfort Auto & Truck Supply	381533	Light Bulb #180	11-620-54540	07/10/2023	17.30
Comfort Auto & Truck Supply	381536	T6 5W40 Oil #281	10-540-54540	07/10/2023	77.97
Comfort Auto & Truck Supply	381539	Credit-Engine Belts(2) #13 (Ref INV 381391/380843)	11-620-54540	07/10/2023	-95.97
Comfort Auto & Truck Supply	381547	Safety Chain Hooks - Trailers	11-620-53330	07/10/2023	122.94
Comfort Auto & Truck Supply	381576	Relay #33	11-620-54540	07/10/2023	54.69
Comfort Auto & Truck Supply	381606	Relay #33	11-620-54540	07/10/2023	15.99
Comfort Auto & Truck Supply	381613	Electrical/Solder Connector & Socket #33	11-620-54540	07/10/2023	77.62
Comfort Auto & Truck Supply	381837	Glass Cleaner - Stock	11-620-53610	07/10/2023	19.47
Comfort Auto & Truck Supply	381845	Air Element - Stock	10-540-54540	07/10/2023	38.99
Comfort Auto & Truck Supply	381915	Aux Fuel Hoses #188	11-620-53330	07/10/2023	188.98
Comfort Auto & Truck Supply	381922	Chain Saw Chain #534	11-620-54540	07/10/2023	58.30
Comfort Auto & Truck Supply	381939	Credit - Safety Chain Hooks (6) (Ref INV 381547)	11-620-53330	07/10/2023	-122.94
Comfort Auto & Truck Supply	381940	Sanding Discs - Shop	11-620-53330	07/10/2023	14.40
Vendor 1753 - Comfort Auto & Truck Supply Total:					1,610.41

Vendor: 4254 - Corrie Lindstrom

Corrie Lindstrom	INV0017401	Reimb Local Mileage 6/13/23	10-499-54260	07/10/2023	22.27
Vendor 4254 - Corrie Lindstrom Total:					22.27

Vendor: 2551 - Cummins Sales and Service

Cummins Sales and Service	90-4612	Turbo Clamp #24	11-620-54540	07/10/2023	50.04
Cummins Sales and Service	90-4634	Inspection & Maint - GenSet A180297082	10-512-54861	07/10/2023	405.75
Cummins Sales and Service	90-4704	Exhaust Elbow, Bolts & Gasket #24	11-620-54540	07/10/2023	453.81
Cummins Sales and Service	90-5043	Engine Belts (2) #13	11-620-54540	07/10/2023	146.06
Cummins Sales and Service	90-5308	Part, Labor & Trip Chgs 5/13/23 - Generator	10-512-53330	07/10/2023	1,312.77
Vendor 2551 - Cummins Sales and Service Total:					2,368.43

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 6393 - Deanna Lynne Gombert					
Deanna Lynne Gombert	INV0017400	Reimb Local Mileage 6/13, 6/20 & 6/27	10-499-54260	07/10/2023	66.81
Vendor 6393 - Deanna Lynne Gombert Total:					66.81
Vendor: 1524 - Dell Marketing L.P.					
Dell Marketing L.P.	10680813163	Dell Latitude 5540 Laptop	10-495-53330	07/10/2023	1,616.04
Vendor 1524 - Dell Marketing L.P. Total:					1,616.04
Vendor: 4980 - Department of Information Resources					
Department of Information Resources	23050809N	Long Distance May '23 - Co Clerk	10-403-54200	07/10/2023	0.05
Department of Information Resources	23050809N	Long Distance May '23 - IT	10-415-54200	07/10/2023	0.07
Department of Information Resources	23050809N	Long Distance May '23 - Dist Clerk	10-450-54200	07/10/2023	0.04
Department of Information Resources	23050809N	Long Distance May '23 - JP #1	10-455-54200	07/10/2023	0.05
Department of Information Resources	23050809N	Long Distance May '23 - JP #2	10-456-54200	07/10/2023	0.01
Department of Information Resources	23050809N	Long Distance May '23 - CDA	10-470-54200	07/10/2023	0.01
Department of Information Resources	23050809N	Long Distance May '23 - Courthouse Fac	10-510-54200	07/10/2023	0.04
Department of Information Resources	23050809N	Long Distance May '23 - SO	10-560-54200	07/10/2023	1.52
Department of Information Resources	23050809N	Long Distance May '23 - Adult Prob	10-579-54200	07/10/2023	0.23
Department of Information Resources	23050809N	Long Distance May '23 - Health & Welfare	10-635-54200	07/10/2023	0.02
Vendor 4980 - Department of Information Resources Total:					2.04
Vendor: 1033 - Dependable Insurance Agency					
Dependable Insurance Agency	000830	Notary Bond - E. Grahmann 7/18/23 - 7/18/27	10-470-54800	07/10/2023	71.00
Vendor 1033 - Dependable Insurance Agency Total:					71.00
Vendor: 4447 - Diamond Drugs, Inc.					
Diamond Drugs, Inc.	IN001329542	Inmate Rx/May '23	10-512-54050	07/10/2023	2,691.04
Vendor 4447 - Diamond Drugs, Inc. Total:					2,691.04
Vendor: 6968 - FasPsych, LLC					
FasPsych, LLC	061523055	On Call Medical Svcs/Jun '23	10-512-54861	07/10/2023	6,000.00
Vendor 6968 - FasPsych, LLC Total:					6,000.00
Vendor: 1429 - Galls, LLC					
Galls, LLC	BC1859564	AXII w/ Hi-Lite 2 Carriers Vest - K. Ramirez	10-560-53330	07/10/2023	1,178.85
Galls, LLC	BC1903148	Vest Carriers-Ayala,Powell,Dominguez,Ortiz,Kabuss	10-560-53360	07/10/2023	1,485.50
Galls, LLC	BC1903148	Uniform Pants - J. Whatmough	10-560-53360	07/10/2023	60.99
Galls, LLC	BC1903220	AXII w/ Hi-Lite 2 Carriers Vest - J. Granado	10-560-53330	07/10/2023	1,178.85
Galls, LLC	BC1908858	Uniform Jacket, Namestrip & Velcro - L. Dusek	10-512-53360	07/10/2023	65.98
Galls, LLC	BC1908870	Uniform Pants (4) - R. Baker	10-560-53360	07/10/2023	288.00
Galls, LLC	BC1908982	Emblem/Patch - R. Esterak	87-560-53330	07/10/2023	2.50
Vendor 1429 - Galls, LLC Total:					4,260.67
Vendor: 6897 - Gladys Appelt					
Gladys Appelt	INV0017421	Reimb Mileage - TAPS Conf 5/8/23 - 5/12/23	10-435-54270	07/10/2023	403.48
Vendor 6897 - Gladys Appelt Total:					403.48
Vendor: 2412 - Grainger					
Grainger	9741387410	Safety Glasses (24)	11-620-53330	07/10/2023	88.08

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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Grainger	9746253823	Credit - Safety Glasses (24) (Ref INV 9741387410)	11-620-53330	07/10/2023	-88.08
Grainger	9746477612	Safety Glasses (24)	11-620-53330	07/10/2023	199.20
Vendor 2412 - Grainger Total:					199.20
Vendor: 7164 - Heritage Landscape Supply Group, Inc.					
Heritage Landscape Supply Group, Inc.	0011159859-001	Ranger Pro, Escort XP & Turbulence	11-620-53610	07/10/2023	3,229.63
Heritage Landscape Supply Group, Inc.	0011159859-002	Transline & Droplex	11-620-53610	07/10/2023	3,374.40
Vendor 7164 - Heritage Landscape Supply Group, Inc. Total:					6,604.03
Vendor: 4559 - Heritage-Crystal Clean, LLC					
Heritage-Crystal Clean, LLC	18086053	Parts Washer Service - Shop	11-620-53330	07/10/2023	164.75
Vendor 4559 - Heritage-Crystal Clean, LLC Total:					164.75
Vendor: 5717 - Hilary Putrite					
Hilary Putrite	INV0017394	Reimb Local Mileage May '23	10-665-54930	07/10/2023	104.93
Hilary Putrite	INV0017394	Reimb Mil/Meals-4H Round Up 6/5 - 6/9	10-665-54930	07/10/2023	346.10
Vendor 5717 - Hilary Putrite Total:					451.03
Vendor: 4119 - Hill Country Outhouses					
Hill Country Outhouses	43392	Portable Rentals 4/8/23 - 5/5/23 (Unit #1)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43393	Portable Rentals 4/8/23 - 5/5/23 (Unit #2)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43394	Portable Rentals 4/8/23 - 5/5/23 (Unit #3)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43395	Portable Rentals 4/8/23 - 5/5/23 (Unit #5)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43396	Portable Rentals 4/8/23 - 5/5/23 (Unit #4)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43397	Portable Rentals 4/8/23 - 5/5/23 (Unit #6)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43625	Portable Rentals 5/6/23 - 6/2/23 (Unit #1)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43626	Portable Rentals 5/6/23 - 6/2/23 (Unit #2)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43627	Portable Rentals 5/6/23 - 6/2/23 (Unit #3)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43628	Portable Rentals 5/6/23 - 6/2/23 (Unit #5)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43629	Portable Rentals 5/6/23 - 6/2/23 (Unit #4)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43630	Portable Rentals 5/6/23 - 6/2/23 (Unit #6)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43859	Portable Rentals 6/3/23 - 6/30/23 (Unit #1)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43860	Portable Rentals 6/3/23 - 6/30/23 (Unit #2)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43861	Portable Rentals 6/3/23 - 6/30/23 (Unit #3)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43862	Portable Rentals 6/3/23 - 6/30/23 (Unit #5)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43863	Portable Rentals 6/3/23 - 6/30/23 (Unit #4)	11-620-54861	07/10/2023	100.00
Hill Country Outhouses	43864	Portable Rentals 6/3/23 - 6/30/23 (Unit #6)	11-620-54861	07/10/2023	100.00
Vendor 4119 - Hill Country Outhouses Total:					1,800.00
Vendor: 6133 - Holt & Holt Funeral Homes					
Holt & Holt Funeral Homes	JP1-2023059	Transport & Supplies - R. Pena	10-455-54051	07/10/2023	800.00
Vendor 6133 - Holt & Holt Funeral Homes Total:					800.00
Vendor: 5676 - Jessie Lozano					
Jessie Lozano	INV0017420	Reimb Fuel - Inmate Transport to MO 6/15-6/16	10-512-53300	07/10/2023	95.43
Jessie Lozano	INV0017420	Reimb Meals - Inmate Transport to MO 6/15-6/16	10-512-54290	07/10/2023	32.58
Vendor 5676 - Jessie Lozano Total:					128.01

Accounts Payable Claims
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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 1796 - JJAT					
JJAT	INV0017399	Regis-Post Legislative Conf 8/14-8/15 J. Glaser	10-570-54270	07/10/2023	125.00
JJAT	INV0017399	Regis-Post Legislative Conf 8/14-8/16 J. Bradley	10-570-54270	07/10/2023	185.00
Vendor 1796 - JJAT Total:					310.00
Vendor: 6487 - Judge Sidney Lee Harle					
Judge Sidney Lee Harle	INV0017425	Mileage - Dist Court Judge 6/12 - 6/16/23	10-435-54081	07/10/2023	255.45
Vendor 6487 - Judge Sidney Lee Harle Total:					255.45
Vendor: 1163 - Kendalia Volunteer Fire Dept.					
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Propane fuel (125 gal)	10-547-53300	07/10/2023	375.74
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Embroidered Logo shirts & hats	10-547-53330	07/10/2023	936.00
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Pest Control Svc/Jan '23	10-547-53330	07/10/2023	40.00
Kendalia Volunteer Fire Dept.	INV0017422	Reimb CPR Classes	10-547-54270	07/10/2023	80.00
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Trash Svc/Apr '23 - Jun '23	10-547-54400	07/10/2023	778.44
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Electric Utilities/Mar '23 - May '23	10-547-54400	07/10/2023	460.40
Kendalia Volunteer Fire Dept.	INV0017422	Reimb Contr Labor/Fire Station Maintenance	10-547-54860	07/10/2023	112.50
Kendalia Volunteer Fire Dept.	INV0017422	Reimb SCBA Bottles & Masks	10-547-56510	07/10/2023	20,000.00
Vendor 1163 - Kendalia Volunteer Fire Dept. Total:					22,783.08
Vendor: 5629 - Kendall County Veterinary Center					
Kendall County Veterinary Center	137566	Health Certificate & Rabies Vaccine	10-408-53400	07/10/2023	77.00
Vendor 5629 - Kendall County Veterinary Center Total:					77.00
Vendor: 5410 - Kofile Technologies, Inc					
Kofile Technologies, Inc	INV-KT-011617	Digital Archive/Repository License - May '23	19-403-54310	07/10/2023	4,298.78
Vendor 5410 - Kofile Technologies, Inc Total:					4,298.78
Vendor: 1095 - L.C.R.A.					
L.C.R.A.	TCI0008002	Radio Programming - ASVFD	10-543-54530	07/10/2023	35.00
L.C.R.A.	TCI0008003	Radio Programming - SVFD	10-548-54530	07/10/2023	50.00
L.C.R.A.	TMR0017492	May '23 AirTime - Const #1	10-551-54220	07/10/2023	60.00
L.C.R.A.	TMR0017493	May '23 AirTime - Const #2	10-552-54220	07/10/2023	40.00
L.C.R.A.	TMR0017494	May '23 AirTime - Const #3	10-553-54220	07/10/2023	80.00
L.C.R.A.	TMR0017495	May '23 AirTime - Const #4	10-554-54220	07/10/2023	60.00
L.C.R.A.	TMR0017497	May '23 AirTime - EM Mgmt	10-406-54220	07/10/2023	280.00
L.C.R.A.	TMR0017498	May '23 AirTime - EMS	10-540-54220	07/10/2023	720.00
L.C.R.A.	TMR0017499	May '23 AirTime - Fire	10-545-54220	07/10/2023	3,660.00
L.C.R.A.	TMR0017500	May '23 AirTime - JP #1	10-455-54220	07/10/2023	20.00
L.C.R.A.	TMR0017500	May '23 AirTime - JP #2	10-456-54220	07/10/2023	20.00
L.C.R.A.	TMR0017500	May '23 AirTime - JP #3	10-457-54220	07/10/2023	20.00
L.C.R.A.	TMR0017500	May '23 AirTime - JP #4	10-458-54220	07/10/2023	20.00
L.C.R.A.	TMR0017564	May '23 AirTime - R&B	11-620-54220	07/10/2023	720.00
L.C.R.A.	TMR0017565	May '23 AirTime - Animal Control	10-408-54220	07/10/2023	140.00
L.C.R.A.	TMR0017565	May '23 AirTime - Detention	10-512-54220	07/10/2023	40.00
L.C.R.A.	TMR0017565	May '23 AirTime - SO	10-560-54220	07/10/2023	2,420.00
Vendor 1095 - L.C.R.A. Total:					8,385.00

Accounts Payable Claims
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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 3055 - Leandro Renaud					
Leandro Renaud	6/21/23 - 6/21/23	Appt Atty #23-270CR	10-435-54020	07/10/2023	350.00
Vendor 3055 - Leandro Renaud Total:					350.00
Vendor: 3891 - Legend Refrigeration, LLC					
Legend Refrigeration, LLC	18947	Ice Machine Cleaning & Service - R&B	11-620-53330	07/10/2023	175.00
Vendor 3891 - Legend Refrigeration, LLC Total:					175.00
Vendor: 3110 - LexisNexis Risk Data Management,Inc					
LexisNexis Risk Data Management,Inc	1008469-20230531	1008469 May '23 OnlineSvc Contract Fee	10-470-54240	07/10/2023	466.98
Vendor 3110 - LexisNexis Risk Data Management,Inc Total:					466.98
Vendor: 5851 - Local Government Solutions, LP					
Local Government Solutions, LP	12491	JP Court MgmtSystemHosting&Support 5/1/23-10/31/23	21-455-54523	07/10/2023	2,255.00
Local Government Solutions, LP	12492	JP Court MgmtSystemHosting&Support 5/1/23-10/31/23	21-456-54523	07/10/2023	2,255.00
Local Government Solutions, LP	12493	JP Court MgmtSystemHosting&Support 5/1/23-10/31/23	21-457-54523	07/10/2023	2,305.00
Local Government Solutions, LP	12494	JP Court MgmtSystemHosting&Support 5/1/23-10/31/23	21-458-54523	07/10/2023	2,305.00
Vendor 5851 - Local Government Solutions, LP Total:					9,120.00
Vendor: 6051 - Medical Air Services Association, Inc.					
Medical Air Services Association, Inc.	INV0017418	1/2 Jun '23 Premium - B. Humphus	10-361-46020	07/10/2023	7.00
Vendor 6051 - Medical Air Services Association, Inc. Total:					7.00
Vendor: 2992 - Metalcraft, Inc.					
Metalcraft, Inc.	595861	Kendall County Inventory Asset Tags (300)	10-495-53100	07/10/2023	589.31
Vendor 2992 - Metalcraft, Inc. Total:					589.31
Vendor: 5113 - Miguel & Leugim Tire Shop					
Miguel & Leugim Tire Shop	7092	Valve Stem #125	11-620-54540	07/10/2023	15.00
Miguel & Leugim Tire Shop	7094	Dismount/Mount, Disposals(3) & Valve Stems(2) #125	11-620-54540	07/10/2023	70.00
Vendor 5113 - Miguel & Leugim Tire Shop Total:					85.00
Vendor: 1428 - Monarch Trophy Studio					
Monarch Trophy Studio	699332	Retirement Plaque - R. Tobolka	10-497-53130	07/10/2023	63.95
Vendor 1428 - Monarch Trophy Studio Total:					63.95
Vendor: 6659 - Mustang Enterprises					
Mustang Enterprises	95624	Door Lock/Knob, Install & Labor - Washer	10-512-53330	07/10/2023	1,286.80
Vendor 6659 - Mustang Enterprises Total:					1,286.80
Vendor: 6454 - New Braunfels Welders Supply Inc					
New Braunfels Welders Supply Inc	331553	Medical Oxygen Cylinders (4)	10-540-53910	07/10/2023	56.50
Vendor 6454 - New Braunfels Welders Supply Inc Total:					56.50
Vendor: 7159 - Ogle Law PLLC					
Ogle Law PLLC	64	Guardianship Attorney/Ad Litem #22-178PR	10-400-56010	07/10/2023	756.00
Vendor 7159 - Ogle Law PLLC Total:					756.00
Vendor: 6858 - Ordinary Anomalies, LLC					
Ordinary Anomalies, LLC	080149	Suppl Transcript-8th COA 4/20/23/Case #7610	16-435-54999	07/10/2023	135.00
Vendor 6858 - Ordinary Anomalies, LLC Total:					135.00

Accounts Payable Claims
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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 5491 - O'Reilly Automotive, Inc.					
O'Reilly Automotive, Inc.	4732-380003	Air Filter #281	10-540-54540	07/10/2023	37.21
O'Reilly Automotive, Inc.	4732-380031	Air Filter #281	10-540-54540	07/10/2023	27.51
O'Reilly Automotive, Inc.	4732-381355	Stat HSG ASY #1905	10-560-54540	07/10/2023	82.16
Vendor 5491 - O'Reilly Automotive, Inc. Total:					146.88
Vendor: 2480 - Redwood Toxicology Laboratory, Inc.					
Redwood Toxicology Laboratory, Inc.	30736120235	Drug Test Confirmations	10-438-53330	07/10/2023	14.00
Vendor 2480 - Redwood Toxicology Laboratory, Inc. Total:					14.00
Vendor: 3825 - Reserve Account #10530426					
Reserve Account #10530426	INV0017426	Postage Advance	10-409-53110	07/10/2023	5,000.00
Vendor 3825 - Reserve Account #10530426 Total:					5,000.00
Vendor: 3048 - Reston Express Distributing, Inc.					
Reston Express Distributing, Inc.	46524	Sheriff Letterhead & Business Cards - Meyer & Bray	10-560-53100	07/10/2023	512.00
Vendor 3048 - Reston Express Distributing, Inc. Total:					512.00
Vendor: 3275 - Security One, Inc.					
Security One, Inc.	Inv#1109690	Qrtly Monitoring - JP#2 7/1/23 - 9/30/23	13-510-53330	07/10/2023	90.00
Vendor 3275 - Security One, Inc. Total:					90.00
Vendor: 6135 - Southwaste Disposal, LLC					
Southwaste Disposal, LLC	0964460	Hydrojet Lines Cleaned 6/12/23	10-512-53330	07/10/2023	367.50
Vendor 6135 - Southwaste Disposal, LLC Total:					367.50
Vendor: 6775 - Stephanie Ann Rust					
Stephanie Ann Rust	INV0017395	Reimb Meals/Mil-Experienced Crt Seminar 5/15-5/18	10-458-54270	07/10/2023	311.98
Vendor 6775 - Stephanie Ann Rust Total:					311.98
Vendor: 4029 - Stericycle, Inc.					
Stericycle, Inc.	4011872926	Biohazard Waste Removal/Jul '23	10-540-54861	07/10/2023	103.03
Vendor 4029 - Stericycle, Inc. Total:					103.03
Vendor: 5441 - Susan Jackson, District Clerk					
Susan Jackson, District Clerk	CK 1709	G/J Cash Payouts & Donations 6/21/23	10-435-54850	07/10/2023	400.00
Susan Jackson, District Clerk	CK 1710	P/J Cash Payouts & Donations 6/26/23	10-435-54850	07/10/2023	294.00
Susan Jackson, District Clerk	CK 1711	P/J Cash Payouts & Donations 6/26-6/27	10-435-54850	07/10/2023	715.00
Susan Jackson, District Clerk	INV0017424	Court Costs #23-045CR (#23-205)	10-341-44580	07/10/2023	358.00
Susan Jackson, District Clerk	INV0017424	Court Costs #23-046CR (#23-206)	10-341-44580	07/10/2023	358.00
Vendor 5441 - Susan Jackson, District Clerk Total:					2,125.00
Vendor: 6890 - Terracon Consultants, Inc.					
Terracon Consultants, Inc.	TJ53887	Concrete/Steel/Masonry Observ & Testing-Jail Exp.	70-512-55130	07/10/2023	8,970.00
Vendor 6890 - Terracon Consultants, Inc. Total:					8,970.00
Vendor: 2078 - Texas Commission on Law Enforcement					
Texas Commission on Law Enforcement	INV0017397	Contractual Training Renewal Application Fee	10-560-54285	07/10/2023	1,000.00
Vendor 2078 - Texas Commission on Law Enforcement Total:					1,000.00

Accounts Payable Claims
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Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Vendor: 4911 - Texas Hydraulics & Pneumatics					
Texas Hydraulics & Pneumatics	75265	Replace Thrust Plates, Housing & Reseal Pump #10	11-620-54540	07/10/2023	420.00
Vendor 4911 - Texas Hydraulics & Pneumatics Total:					420.00
Vendor: 6445 - Texas Road Repair, Inc					
Texas Road Repair, Inc	1639	Seal Coat Prep	11-620-54720	07/10/2023	5,062.50
Vendor 6445 - Texas Road Repair, Inc Total:					5,062.50
Vendor: 1275 - The Boerne Star					
The Boerne Star	15052	Co Clerk Archive Fund Ad 6/7/23	10-401-54300	07/10/2023	60.00
The Boerne Star	15053	Co Clerk Archive Fund Ad 6/11/23	10-401-54300	07/10/2023	60.00
The Boerne Star	15054	Co Clerk Archive Fund Ad 6/14/23	10-401-54300	07/10/2023	60.00
The Boerne Star	15055	Co Clerk Archive Fund Ad 6/18/23	10-401-54300	07/10/2023	60.00
Vendor 1275 - The Boerne Star Total:					240.00
Vendor: 6726 - The Hon. Sandee Marion					
The Hon. Sandee Marion	INV0017396	Cause#22-082PR/Estate of E. Parten12/2/22-4/27/23	10-400-56010	07/10/2023	1,573.00
Vendor 6726 - The Hon. Sandee Marion Total:					1,573.00
Vendor: 3910 - Toshiba Business Solutions					
Toshiba Business Solutions	2176051	Ink Cartridge, Drum Unit & Svc Call	50-475-54620	07/10/2023	711.85
Vendor 3910 - Toshiba Business Solutions Total:					711.85
Vendor: 7097 - University of Texas Health Science Center San Antonio					
University of Texas Health Science Center San Antonio	7716-1312	Summer '23 Paramedic Certification/Carlos Gonzalez	10-540-54270	07/10/2023	2,616.32
Vendor 7097 - University of Texas Health Science Center San Antonio Total:					2,616.32
Vendor: 1199 - Vulcan Construction Materials, LLC					
Vulcan Construction Materials, LLC	62642622	Item 330 Type AA (251.72Tons) - Comfort R&B	11-620-53615	07/10/2023	24,562.85
Vendor 1199 - Vulcan Construction Materials, LLC Total:					24,562.85
Vendor: 1017 - W & W Tire Co.					
W & W Tire Co.	513444	Mower Flat Repair #3051	10-660-54510	07/10/2023	20.00
W & W Tire Co.	513537	Mower Tire Repair #3052	10-660-54510	07/10/2023	35.00
W & W Tire Co.	513782	Mount & Balance Tires (2) #282	10-540-54540	07/10/2023	100.00
Vendor 1017 - W & W Tire Co. Total:					155.00
Vendor: 5782 - WageWorks, Inc.					
WageWorks, Inc.	0523-TR39488	Cobra Admin Fees/May '23	10-496-54861	07/10/2023	232.20
Vendor 5782 - WageWorks, Inc. Total:					232.20
Vendor: 5500 - Wesley Speer					
Wesley Speer	INV0017398	ReimbHotel/Meals/Mil-BasicHydro&Hydra Trng 6/11-14	10-402-54270	07/10/2023	814.39
Vendor 5500 - Wesley Speer Total:					814.39
Vendor: 6440 - Xerox Business Solutions Southwest					
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-400-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-402-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-402-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-403-54520	07/10/2023	49.81

Accounts Payable Claims**Post Dates: 7/10/2023 - 7/10/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Post Date	Amount
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-404-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-408-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-435-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-450-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-455-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-456-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-457-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-458-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-470-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-473-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-495-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-496-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-497-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-499-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-512-54520	07/10/2023	49.80
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-540-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-560-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-560-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-570-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-660-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	10-665-54520	07/10/2023	49.81
Xerox Business Solutions Southwest	IN4512054	Copy Machine Maintenance 6/1/23 - 6/30/23	11-620-54520	07/10/2023	49.81
			Vendor 6440 - Xerox Business Solutions Southwest Total:		1,295.00
					Grand Total: 1,047,096.25

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	117,542.96
11 - ROAD AND BRIDGE	45,686.11
13 - COURTHOUSE SECURITY	139.00
16 - COURT REPORTER SERVICE	135.00
19 - COUNTY CLERK RECORD	4,298.78
21 - JUSTICE COURT TECHNO	9,120.00
43 - FIRE INSPECTION & PERMIT FUND	41.81
50 - CRIME VICTIMS GRANT	711.85
70 - CAPITAL PROJECTS - 2022 TAX NOTE	869,418.24
87 - S.O. FEDERAL ASSET FORF	2.50
Grand Total:	1,047,096.25

Account Summary

Account Number	Account Name	Expense Amount
10-341-44580	Bond Forfeitures	716.00
10-361-46020	Refunds	357.26
10-400-54520	Office Equip - Repair & M:	49.81
10-400-56010	Contingencies - Legal	2,329.00
10-401-54300	Bidding & Notices	240.00
10-402-53330	Operating	40.00
10-402-54270	Conference/Training	814.39
10-402-54520	Office Equip - Repair & M:	99.62
10-403-54200	Telephone	0.05
10-403-54520	Office Equip - Repair & M:	49.81
10-404-53330	Operating	1,573.20
10-404-54520	Office Equip - Repair & M:	49.80
10-406-54210	Cell Phones	44.00
10-406-54220	Radio Air Time	280.00
10-408-53400	Vet Supplies	77.00
10-408-54220	Radio Air Time	140.00
10-408-54400	Utilities	783.37
10-408-54520	Office Equip - Repair & M:	49.81
10-409-53110	Postage	5,000.00
10-415-54200	Telephone	0.07
10-435-54020	Legal	7,325.00
10-435-54081	Special Assigned District Ji	255.45
10-435-54092	Interpreter	376.33
10-435-54270	Conference/Training	403.48
10-435-54520	Office Equip - Repair & M:	49.81
10-435-54850	Juror Expense	1,409.00

Account Summary

Account Number	Account Name	Expense Amount
10-438-53330	Operating	14.00
10-438-54400	Utilities	151.62
10-450-54200	Telephone	0.04
10-450-54520	Office Equip - Repair & M:	49.80
10-455-54051	Autopsy	800.00
10-455-54200	Telephone	0.05
10-455-54220	Radio Air Time	20.00
10-455-54240	Internet Services	30.00
10-455-54520	Office Equip - Repair & M:	49.81
10-456-54200	Telephone	0.01
10-456-54220	Radio Air Time	20.00
10-456-54240	Internet Services	30.00
10-456-54520	Office Equip - Repair & M:	49.80
10-457-54220	Radio Air Time	20.00
10-457-54240	Internet Services	30.00
10-457-54520	Office Equip - Repair & M:	49.80
10-458-54220	Radio Air Time	20.00
10-458-54240	Internet Services	30.00
10-458-54270	Conference/Training	311.98
10-458-54400	Utilities	316.83
10-458-54520	Office Equip - Repair & M:	49.80
10-470-53330	Operating	1,446.00
10-470-54200	Telephone	0.01
10-470-54240	Internet Services	466.98
10-470-54520	Office Equip - Repair & M:	49.81
10-470-54800	Bonds	71.00
10-473-54520	Office Equip - Repair & M:	49.81
10-495-53100	Office Supplies	589.31
10-495-53330	Operating	2,226.04
10-495-54520	Office Equip - Repair & M:	49.81
10-496-53100	Office Supplies	115.96
10-496-54520	Office Equip - Repair & M:	49.81
10-496-54861	Contract Services	232.20
10-497-53100	Office Supplies	524.98
10-497-53130	Awards	63.95
10-497-54520	Office Equip - Repair & M:	49.81
10-499-54260	Mileage	89.08
10-499-54520	Office Equip - Repair & M:	49.81
10-510-53330	Operating	207.70
10-510-53360	Uniforms	222.52
10-510-54200	Telephone	0.04
10-510-54400	Utilities	1,517.47

Account Summary

Account Number	Account Name	Expense Amount
10-512-53100	Office Supplies	137.84
10-512-53300	Fuel & Oil	95.43
10-512-53330	Operating	2,967.07
10-512-53360	Uniforms	65.98
10-512-54050	Medical-Other	2,691.04
10-512-54220	Radio Air Time	40.00
10-512-54290	Prisoner Transport	32.58
10-512-54400	Utilities	11,173.66
10-512-54520	Office Equip - Repair & M	49.80
10-512-54540	Vehicle - Repair & Maint	41.30
10-512-54861	Contract Services	6,405.75
10-540-53910	Medical Supplies	3,217.90
10-540-54075	EMS Billing Collections	3,162.25
10-540-54210	Cell Phones	227.80
10-540-54220	Radio Air Time	720.00
10-540-54240	Internet Services	330.00
10-540-54270	Conference/Training	2,616.32
10-540-54400	Utilities	2,015.80
10-540-54520	Office Equip - Repair & M	49.81
10-540-54540	Vehicle - Repair & Maint	1,250.50
10-540-54861	Contract Services	103.03
10-540-55400	Small Operating Equipme	4,030.12
10-542-54540	Vehicle - Repair & Maint	2.66
10-543-54400	Utilities	41.37
10-543-54530	Radio/Radar - Repair & M	35.00
10-545-54210	Cell Phones	41.81
10-545-54220	Radio Air Time	3,660.00
10-546-54540	Vehicle - Repair & Maint	73.80
10-547-53300	Fuel & Oil	375.74
10-547-53330	Operating	976.00
10-547-54270	Conference/Training	80.00
10-547-54400	Utilities	1,238.84
10-547-54860	Contract Labor	112.50
10-547-56510	Allocations - Capital Exper	20,000.00
10-548-54400	Utilities	314.07
10-548-54530	Radio/Radar - Repair & M	50.00
10-549-54540	Vehicle - Repair & Maint	279.00
10-551-54220	Radio Air Time	60.00
10-551-54240	Internet Services	30.00
10-552-54220	Radio Air Time	40.00
10-552-54240	Internet Services	30.00
10-553-54220	Radio Air Time	80.00

Account Summary

Account Number	Account Name	Expense Amount
10-553-54240	Internet Services	30.00
10-554-54220	Radio Air Time	60.00
10-554-54240	Internet Services	30.00
10-560-53100	Office Supplies	512.00
10-560-53330	Operating	2,387.56
10-560-53360	Uniforms	1,834.49
10-560-54050	Medical-Other	100.00
10-560-54200	Telephone	1.52
10-560-54210	Cell Phones	529.23
10-560-54220	Radio Air Time	2,420.00
10-560-54240	Internet Services	1,713.00
10-560-54285	Law Enforcement Training	1,720.00
10-560-54400	Utilities	535.68
10-560-54520	Office Equip - Repair & M:	99.62
10-560-54540	Vehicle - Repair & Maint	531.84
10-570-54270	Conference/Training	310.00
10-570-54520	Office Equip - Repair & M:	49.81
10-579-54200	Telephone	0.23
10-579-54400	Utilities	1,079.27
10-595-53360	Uniforms	16.98
10-595-54400	Utilities	75.53
10-596-53360	Uniforms	30.78
10-597-53360	Uniforms	16.98
10-597-54400	Utilities	67.88
10-635-54200	Telephone	0.02
10-636-54240	Internet Services	60.00
10-660-53330	Operating	146.00
10-660-53360	Uniforms	305.61
10-660-54400	Utilities	700.61
10-660-54510	Machinery - Repair & Mai	55.00
10-660-54520	Office Equip - Repair & M:	49.81
10-665-54520	Office Equip - Repair & M:	49.81
10-665-54930	4-H Programs	451.03
11-620-53100	Office Supplies	99.96
11-620-53330	Operating	1,592.31
11-620-53360	Uniforms	1,446.26
11-620-53610	Paint, Chemicals & Herbici	6,678.21
11-620-53615	Aggregates & Emulsions	24,562.85
11-620-54220	Radio Air Time	720.00
11-620-54240	Internet Services	30.00
11-620-54400	Utilities	622.51
11-620-54520	Office Equip - Repair & M:	49.81

Account Summary

Account Number	Account Name	Expense Amount
11-620-54540	Vehicle - Repair & Maint	3,021.70
11-620-54720	Cont Serv - Seal Coat Wor	5,062.50
11-620-54861	Contract Services	1,800.00
13-510-53330	Operating	139.00
16-435-54999	Other Services & Charges	135.00
19-403-54310	Imaging - New Records	4,298.78
21-455-54523	Software Maintenance	2,255.00
21-456-54523	Software Maintenance	2,255.00
21-457-54523	Software Maintenance	2,305.00
21-458-54523	Software Maintenance	2,305.00
43-545-54210	Cell Phones	41.81
50-475-54620	Lease - Office Equipment	711.85
70-512-55130	Capital Projects-Building C	869,418.24
87-560-53330	Operating	2.50
	Grand Total:	1,047,096.25



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Requesting approval for IT Director to make out of state travel

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.

Brian Stegall, Director Information Technology

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

830-331-8281 ext. 323

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 a request from Brian Stegall, IT Director, to travel out-of-state to the MS-ISAC Cybersecurity Annual Meeting from August 6 - 9, 2023 in Salt Lake City, UT.

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

Kendall County Policy Manual pg 62.
Under title Transportation
1."All out of state travel shall be presented to Commissioners Court for approval prior to making travel arrangements."

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:

Justification Letter from MS-ISAC.
MS-ISAC agenda

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

CIS is home to the MS-ISAC

The MS-ISAC is federally funded by CISA and a division of the Center for Internet Security (CIS). The MS-ISAC is autonomously guided by the Executive Committee and member organizations.

Learn how U.S. State, Local, Tribal, and Territorial (SLTT) entities can report a cybersecurity incident.



Election Related Resources

The Elections Infrastructure Information Sharing and Analysis Center (EI-ISAC) supports the rapidly changing cybersecurity needs of U.S. election offices.

Every U.S. election office that joins EI-ISAC automatically becomes a member of MS-ISAC.



*Grand America Hotel
555 S Main St.
Salt Lake City, UT 84111*

2023 MS- and EI-ISAC Annual Meeting Event Attendance Justification

Objectives for the 2023 MS- and EI-ISAC Annual Meeting:

The 2023 MS- and EI-ISAC Annual Meeting is a multi-day annual event providing state, local, tribal, and territorial government and election officials, who have a role and interest in information technology operations and security, an opportunity to connect and collaborate with their peers and industry leaders on best practices and industry trends. The ISAC Annual Meeting includes an engaging and informative agenda comprised of contemporary sessions developed by your peers to address topics of greatest interest and relevance to you and the security of your organization.

The event enables an unparalleled level of collaboration among peers in your industry as participants can share best practices and effective security strategies with one another. The networking opportunities among ISAC members are a high-value addition to an already high-value event.

This year's ISAC Annual Meeting incorporates plenary sessions for all attendees as well as breakout tracks developed by members based on the top threat activity, the top challenges, and the top interests of people just like you who are dealing with daily challenges and implementing security best practices to meet an evolving cyber threat.

By attending and actively participating in event activities such as breakout discussion sessions, networking discussions, and service reviews and briefings by MS- and EI-SAC, your attendance can ensure that you are able to enhance your organization's cybersecurity maturity as a result of what you learn. The theme of this year's ISAC Annual Meeting is **United and Protecting as One**... the question isn't whether your organization can afford to have you attend but whether your organization can afford to miss out on all of the valuable information and resources you will bring back to better your cybersecurity program.

The collaboration and knowledge transfer made possible by the MS- and EI-SAC staff and by your fellow peers who will be serving as presenters and speakers will provide you a tremendous benefit and enable you to collectively enhance your cybersecurity maturity. The ISAC Annual Meeting consistently receives positive feedback, with many members rating this event as the highest-value meeting they participate in each year.

Recommended attendees include IT executive decision makers (chief information security officers, chief information officers, chief technology officers), managers and tool implementers, cybersecurity analysts, privacy officers, compliance managers, homeland security advisors, fusion centers, and election personnel.

What are the Multi-State Information Sharing and Analysis Center (MS-ISAC) and Elections Infrastructure Sharing and Analysis Center (EI-ISAC)?

The MS- and EI-ISAC are designated by the U.S. Department of Homeland Security as the focal points for cyber threat prevention, protection, response, and recovery for the nation's state, local, tribal and territorial (SLTT)

governments and election offices. The MS- and EI-ISAC include representatives from all 50 states and U.S. territories, thousands of local governments (including, but not limited to, counties, cities, towns/villages, K-12 schools and districts, law enforcement, public utilities, and healthcare), and tribal governments.

The MS-ISAC operates a 24-hour Security Operations Center (SOC) that provides real-time network monitoring, early cyber threat warnings and advisories, vulnerability identification and mitigation, and incident response for the nation's SLTT governments and election offices. The MS- and EI-ISAC also provide cyber security education and awareness activities, including educational webinars on topics of interest to the community and co-hosting Cyber Security Awareness Month each October. Other services provided by the ISACs to their members include monthly meetings that feature subject matter expert presentations and members-only briefings on cyber security issues, access to secure portals for communication and information sharing, as well as participation in Working Groups and the ISAC Annual Meeting. The ISACs provide a range of cybersecurity products, services, and capabilities at no-cost to members and maintain other enhanced services at a greatly-reduced cost through our parent nonprofit organization, the Center for Internet Security (CIS). CIS also partners with other commercial providers, making discounted services available via its CyberMarket.

The MS- and EI-ISAC coordinate closely with the U.S. Department of Homeland Security through the Cybersecurity and Information Security Agency (CISA), providing a vital link between SLTT governments and the federal government.

The MS- and EI-ISAC have built and nurtured a trusted environment between and among our nation's SLTT governments by providing valuable information and lessons learned on cyber threats/exploits, vulnerabilities, and cyber incidents and direct assistance with responding to and recovering from cyber-attacks and compromises.

The MS- and EI-ISAC also work closely with other organizations, such as the National Council of ISACs, the National Governors Association, the National Association of State Chief Information Officers, the National Association of Counties, the National League of Cities, the National Association of Secretaries of State, the National Association of State Election Directors, the Election Center, and other public and private sector entities to build trusted relationships to further enhance our collective cybersecurity posture.

If you desire any additional information regarding the MS- and EI-ISAC as an organization or the ISAC Annual Meeting, please reach out via the information below.

**Multi-State Information Sharing and Analysis Center
Elections Infrastructure Information Sharing and Analysis
Center**

**31 Tech Valley Drive, East Greenbush, NY 12061
518-880-0699**

**AnnualMeeting@cisecurity.org
<https://www.cisecurity.org/ms-isac/>
<https://www.cisecurity.org/ei-isac/>**



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

CDBG-MIT MOD Allocation Correction

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
Claudia Mora, Regional Services Administrator, AACOG

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?

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 the corrected allocation calculations for the CDBG-MIT MOD form. The formula used to calculate Kendall County's allocation share has been recalculated and a different allocation amount has been submitted for the county.

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

Corrected allocation calculations for the CDBG-MIT MOD form

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:

Letter from AACOG

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



Board of Directors

James E. Teal, Chair
County Judge, McMullen County
Rob Kelly, Vice Chair
County Judge, Kerr County
James Blakey
Councilman, City of New Braunfels
Mario Bravo
Councilman, City of San Antonio
Tommy Calvert
Commissioner, Bexar County
Rochelle Camacho
County Judge, Frio County
Rebeca Clay-Flores
Commissioner, Bexar County
Victor Contreras
Mayor, City of Marion
Weldon Cude
County Judge, Atascosa County
Suzanne de Leon
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Mary Dennis
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County Judge, Gillespie County
Sherman Krause
County Judge, Comal County
Kyle Kutscher
County Judge, Guadalupe County
Lisa Lewis
Chief Administrative Officer, CPS Energy
Keith Lutz
County Judge, Medina County
Jose Menendez
Senator, State of Texas, District 26
Grant Moody
Commissioner, Bexar County
Andrew Murr
State Representative, District 53
Manny Pelaez
Councilman, City of San Antonio
Darrin Schroeder
Mayor, City of Castroville
Shane Stolarczyk
County Judge, Kendall County
Sylvester Vasquez
President, Southwest ISD
Enrique Valdivia
Chair, Edwards Aquifer Authority
Hank Whitman
County Judge, Wilson County
John Williams
Mayor, City of Universal City
Ryan Guillen (Ex-Officio)
State Representative, District 31
Brian Hoffman (Ex-Officio)
Joint Base San Antonio
John Kuempel (Ex-Officio)
State Representative, District 44
Judith Zaffirini (Ex-Officio)
State Senator, District 21

June 13, 2023

The Honorable Shane Stolarczyk
County Judge
Kendall County
201 E. San Antonio Avenue, Room 122
Boerne, Texas 78006

RE: Regional Mitigation Program - AACOG MOD Funding Notification

Dear Judge Stolarczyk:

The Texas General Land Office (GLO) allocated \$29,888,000 to the Alamo Area Council of Governments (AACOG) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas CDBG Mitigation Action Plan as amended. Through the AACOG MOD posted for public comment, Kendall County is included as a potential recipient of funding in the amount of \$1,472,800. This amount is subject to change as the public participation process is completed and until final MOD approval by the GLO.

The process is being repeated to ensure that all eligible communities in the region, along with interested parties and development groups, receive notification of the MOD development process and public hearing scheduled for Monday, July 17, at 5:00 p.m. In addition, a correction has been made to the allocation calculation and the corrected amount for your county's allocation is noted above.

To accept or decline the funds allocated through the MOD, please sign and return the attached form to AACOG by July 20, 2023. Once the GLO approves the final MOD, the GLO will post application information at <https://recovery.texas.gov/mitigation/programs/regional-mitigation/index.html>.

Please note that declining to participate in the COG MOD may exclude Kendall County if there are any future allocations or reallocations of funds through the Regional Mitigation Program. It is recommended each entity officially involve their city council, county commissioners court or other governing board in the decision to accept or decline funds.

If you have any questions or concerns, please contact Claudia Mora, Regional Services Administrator, at 210-918-1284, or cmora@aacog.com

Sincerely,

Diane Rath
Executive Director

I,		, the designated official of	:
	Print Name		Print Entity Name

☐ Acknowledge and **accept funding** through the Regional Mitigation Program.

☐ Acknowledge and **decline funding** through the Regional Mitigation Program.

Designated Official Signature	Date



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Vehicle asset transfer

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

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

830-249-9343 ext. 380

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 vehicle asset #4827, unit 1609 from Animal Control to Facilities Maintenance.

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

Facility Maintenance operations is needing another vehicle to accomidate all technicians.

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

Countywide, Facilities Maintenance.

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Medical Insurance Plan

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.

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?

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.*

Consideration and action on Kendall County's group medical insurance for the plan year October 1, 2023 to September 30, 2024.

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

Renewal date is 10/01/2023

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:

Plan options and rates.

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Memorandum of understanding (MOU) between Migration and Customs Enforcement- Homeland Security and the Kendall County Sheriff's Office for the reimbursement of joint operations expenses from the treasury forfeiture fund.

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 ext. 128

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 allow the Kendall County Sheriff's Office to receive overtime reimbursement incurred as participants of joint operations/task forces with the Department of Homeland Security.

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

Seek approval to allow the Kendall County Treasurer to complete a current ACH Form to submit to CBP National Finance Center for the purposes of Electronic Funds Transfer as reimbursement will not be made by check.

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:

Copy of the Memorandum of Understanding as well as a document that briefly explains the Overview of the Border Enforcement Security Task Force (BEST).

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

If approved by the court, current ACH Form signed by the Treasurer to be submitted to CBP National Finance Center.



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Review and if approved sign the Prepare Protect Defend LLC Software License and Service Agreement for the use of Life Spot App by County Employees during an active shooter or threat event at the Courthouse.

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 ext. 128

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 the Prepare Protect Defend LLC Software License and Services Agreement to allow for the continued use of the Life Spot App by Kendall County Employees at the Kendall County Courthouse and other county buildings during an Active Shooter Event.

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

Seek approval to allow Kendall County Employees Employees the continued use of Life Spot App. If approved sign Software License and Services Agreement and return to Prepare Protect Defend LLC.

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

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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

Copy of the Software License and Services Agreement to be signed if approved.

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Inter-governmental agreement with U.S. Marshal Service for prisoner housing.

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?

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.*

Consideration and action on an updated inter-governmental agreement with U.S. Marshal service for prisoner housing at the rate of \$103.00 per day.

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

Updated information Kendall County Sheriff's Office provided to the U.S. Marshal Service resulted in an increase in per diem.

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

Sheriff'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

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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

Inter-governmental agreement

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Road and Bridge Restructuring

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 Judge - Shane Stolarczyk
Commissioner Precinct 3 - Richard Chapman
Road Supervisor - Don L Evans
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 restructuring the Road and Bridge Department.

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

Road and Bridge Restructuring

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

Pct. 1 - 4

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

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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

Proposed Organizational Chart

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Kendall County Commissioners Court desires to enter into negotiations with the City of Boerne regarding amending the current ETJ Interlocal Agreement. This requires a majority vote from Commissioners Court and a notice sent to the City of Boerne

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.

Andra Wisan, Commissioner, Precinct 2
Chad Carpenter, Commissioner, Precinct 4

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

Chad Carpenter, Commissioner, Precinct 4 830-431-6216
Andra Wisan, Commissioner, Precinct 2, 830-431-0391

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 allowing the Kendall County Commissioners Court to give notice to the City of Boerne regarding amendments to the current ETJ Interlocal Agreement.

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

The current ETJ interlocal agreement between Kendall County and the City of Boerne requires either party to give notice, to the other party, when they want to amend the current ETJ interlocal agreement.

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

Kendall County residents living within the City of Boerne ETJ

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

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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

Current ETJ Agreement signed in 2017

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

KENDALL COUNTY

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

This City-County Amended Interlocal Agreement ("Agreement") for regulation of subdivision plats in the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

WITNESSETH

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

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

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

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

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

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of approving subdivision plats for real property located within the ETJ of CITY. The CITY and COUNTY certify that this Interlocal is in compliance with Texas Local Government Code chapter 242.

**ARTICLE II
CHANGES TO ETJ AND CITY LIMITS**

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

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

ARTICLE III

TERM

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

ARTICLE IV

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

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

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

ARTICLE V

APPLICABLE PROCEDURES

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

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

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

ARTICLE VI **COSTS AND EXPENSES**

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

ARTICLE VII **TEXAS LAW TO APPLY**

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

ARTICLE VIII **LEGAL CONSTRUCTION**

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

ARTICLE IX
AMENDMENTS

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

ARTICLE X
LIAISONS AND NOTICES

- 10.01. Unless written notification by COUNTY to the contrary is received by CITY, the Development Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.02. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning and Community Services shall be the designated representative of CITY responsible for management of this Agreement.
- 10.03. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.
- 10.04. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
402 E. Blanco
Boerne, Texas 78006
Attn: Laura Talley
Planning and Community Services Director

COUNTY

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

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

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 12 DAY OF Sept., 2017.

CITY OF BOERNE, TEXAS



Ron C. Bowman
City Manager

KENDALL COUNTY



Darrel L. Lux
County Judge

ATTEST:



Lori Carroll
City Secretary



Darlene Herrin
County Clerk

STATE OF TEXAS

KENDALL COUNTY

KENDALL COUNTY RESOLUTION

RESOLUTION APPROVING AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF PLATS, SUBDIVISION CONSTRUCTION PLANS, SUBDIVISION OF LAND, AND OTHER STATUTES APPLICABLE TO MUNICIPALITIES AND COUNTIES THAT WILL BE ENFORCED WITHIN THE ETJ OF BOERNE; PROVIDING TENTATIVE AMENDMENTS OF CERTAIN PROVISIONS PENDING FURTHER AMENDMENT OF THE AGREEMENT; AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; PROVIDING FOR REPEAL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioner's Court finds that Texas Local Government Code, Chapter 242, requires that the City of Boerne ("City") and Kendall County ("County") enter into a written agreement pertaining to regulation of platting in the extraterritorial jurisdiction ("ETJ") of CITY located within the COUNTY; and

WHEREAS, the Commissioner's Court finds that City and County previously entered into interlocal agreements concerning the subject matter beginning in 2007; and

WHEREAS, the Commissioner's Court finds that pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the City and the County desires to enter into the Amended Interlocal Agreement attached as Exhibit A, establishing consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by

- Chapter 212 (Municipal Regulation of Subdivisions and Property Development), Sections 232.001-232.005, Subchapters B and C,
- Chapter 232 (County Regulation of Subdivisions), and

other statutes applicable to municipalities and counties that will be enforced in the extraterritorial jurisdiction.

WHEREAS, the Commissioner's Court finds the amendment sought is tentative and desires to further collaborate with City of Boerne for a more comprehensive review to update the agreement based on current conditions in the county.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Kendall County, Texas hereby:

- 1) Approve the Amended Interlocal Agreement attached as Exhibit A, as if recited verbatim herein.
- 2) Authorize the County Judge to execute the agreement on behalf of the County.
- 3) If any Resolutions or parts thereof, are inconsistent with this Resolution, such Resolution or parts thereof are repealed to the extent of such inconsistency. This provision shall not be construed to revive any resolution, or part thereof, previously repealed.

ADOPTED AND EFFECTIVE THIS 10^h DAY OF JULY 2023.

Shane Stolarczyk
County Judge

Christina Bergmann
Commissioner Pct. 1

Andra Wisian
Commissioner Pct. 2

Richard Chapman
Commissioner Pct. 3

Chad Carpenter
Commissioner Pct. 4

ATTEST:

Denise Maxwell, County Clerk



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Engineering Department Update

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.*

Presentation from the Engineering Department

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

Engineering Department Update

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

Pct. 1 - 4

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:

Summary of ongoing projects in the engineering department

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

County Projects

Upper Cibolo Creek Flood Control Structure #4 rehabilitation (State funding, design 100% complete)

Upper Cibolo Creek Flood Control Structure #2 rehabilitation (Federal funding, design ~5% complete)

Scenic Loop Rd Schematic

Household Hazardous Waste Collection Event/Grant (scheduled for April 29th)

Jail Expansion Project

Probation and Training HVAC replacement

Law Enforcement HVAC evaluation and possible replacement

EMS facility/Sheriff substation @ Voss Middle School

Expand Courthouse parking

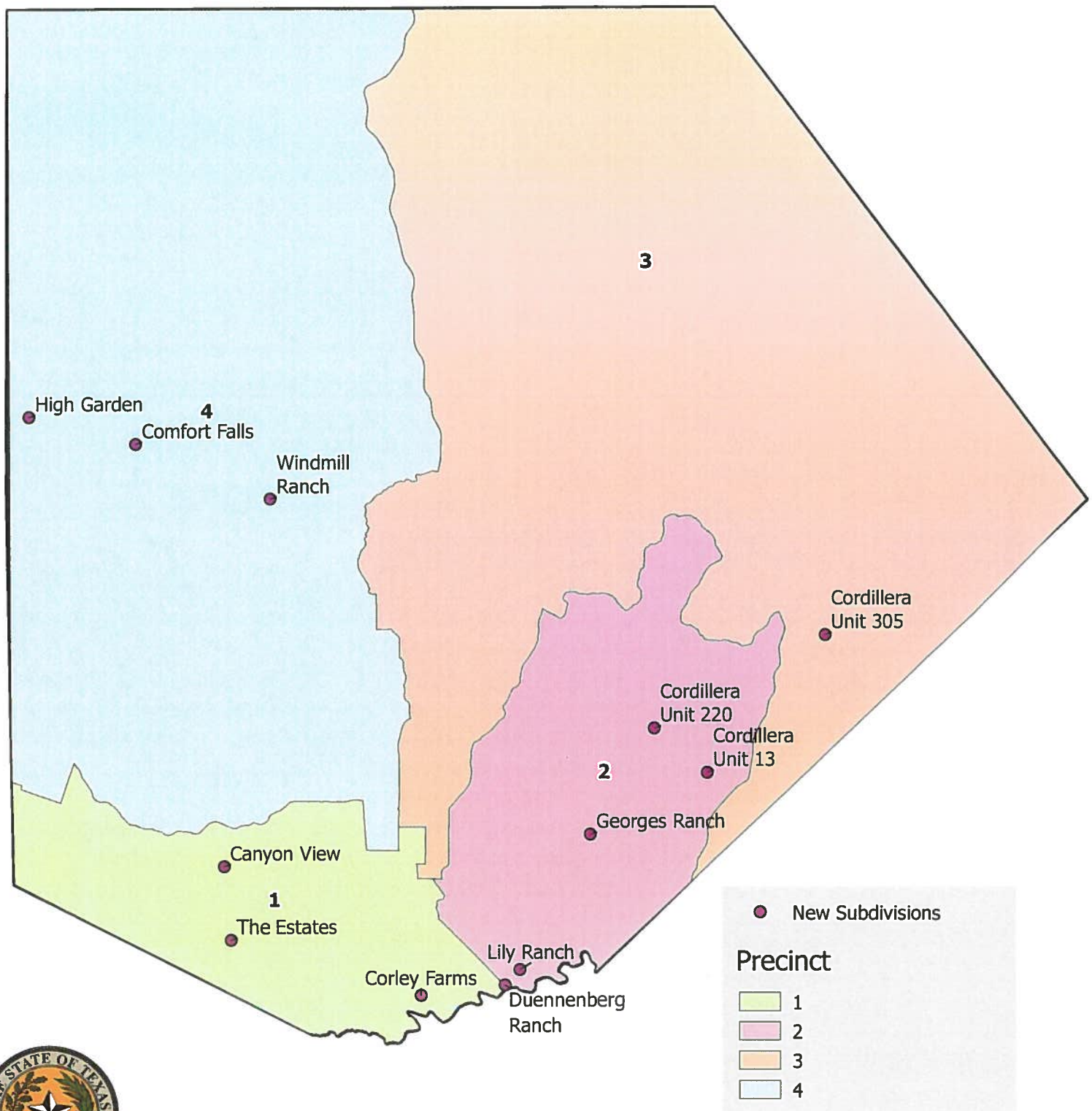
Cypress Creek detention and aquifer recharge feasibility study

Seal Coat (currently being re-bid)

Pending Subdivisions

	Subdivision Name	Water	Wastewater	Approx. No. of Lots
Pct. 1	Corley Farms	Central Water - SAWS	Central Sewer - SAWS	500
	Canyon View at Tapatio Springs	Central Water - TWC	Central Sewer - TWC	220
	Duennenberg	Central Water - TBD	Central Sewer - TBD	70 acres, Lots TBD
	Lily Ranch	Central Water - TBD	Central Sewer - TBD	375
	The Estates at Tapatio Springs	Individual Well	OSSF	12
Pct. 2	Cordillera Unit 13	Central Water - GBRA	OSSF	28
	Cordillera Unit 220	Central Water - GBRA	Central Sewer - GBRA	43
	George's Ranch Unit 1	Central Water - COB	OSSF	134
	George's Ranch Remainder	Central Water - COB	OSSF	642
Pct. 3	Cordillera Unit 305	Central Water - GBRA	OSSF	42
Pct. 4	FM 1621 - Name TBD	Individual Well	OSSF	20
	High Garden	Central Water - WCID 1	Central Sewer - WCID 1	70
	Windmill Ranch	Individual Well	OSSF	16

New Subdivisions





Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Request for Relief - 4 Flat Rock Creek Rd, Michael Rusch

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 a request for relief from minimum road frontage and lot size requirements to create a 0.27 acre lot out of a 3 acre tract to be used for cell tower purposes. The remainder of the 3 acre tract shall be combined with the adjacent 20.8 acre tract recorded in document no. 2021-353654 through an Affidavit of Land Location. The 0.27 acre tract shall be platted and the plat shall contain notes stating the 0.27 acre lot shall be used for cell tower purposes only, the drilling of wells is prohibited, and on-site sewage facilities are prohibited.

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

Request for Relief - 4 Flat Rock Creek Rd, Michael Rusch

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

Precinct 4

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

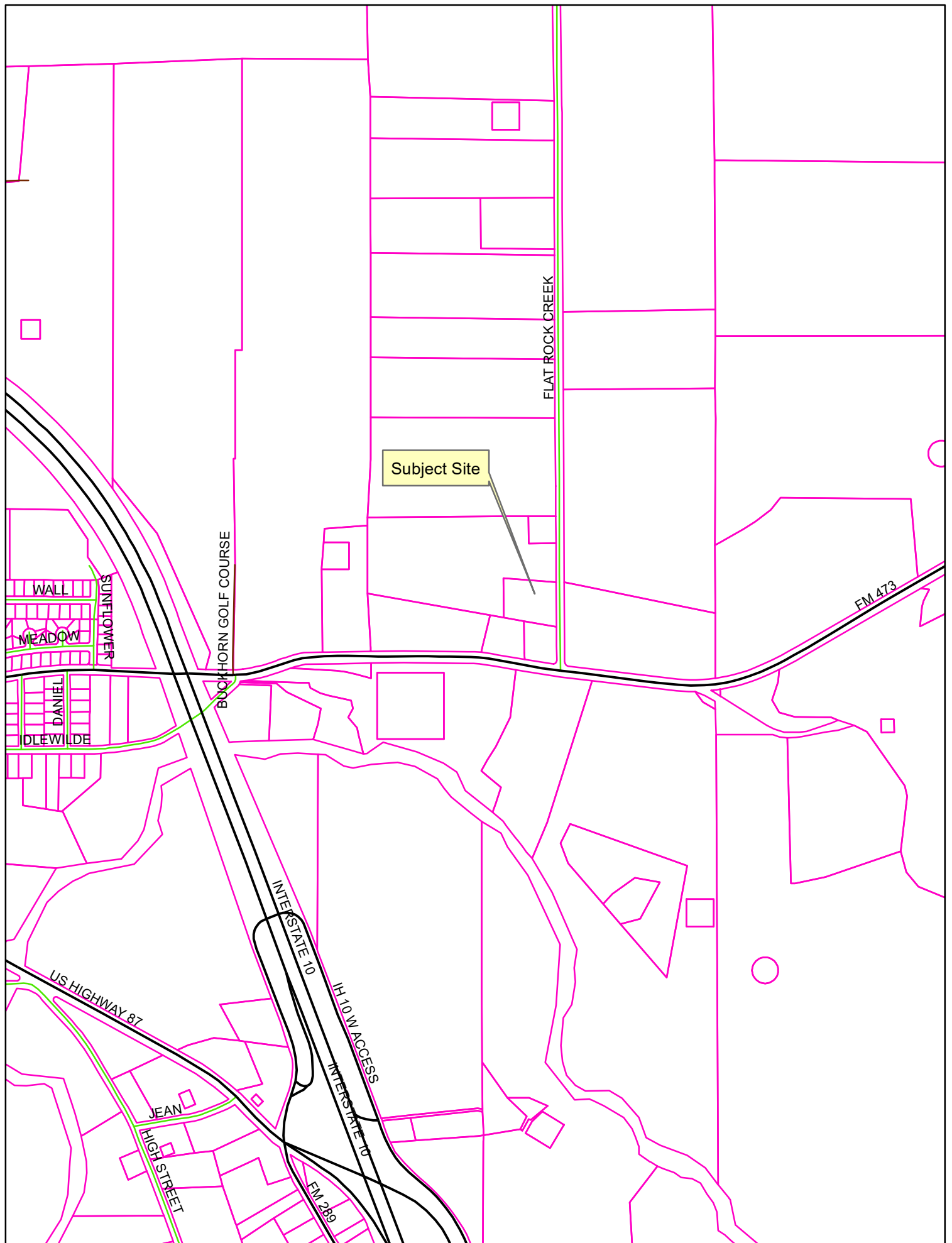
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PROVIDE A BRIEF DESCRIPTION OF THE DOCUMENTATION BEING SUBMITTED:

Proposed Property Division Exhibit

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

There is an existing cell tower on the 0.27 acres. Mr. Rusch intends to retain the 0.27 acre lot and sell the remaining 2.7 acre tract to the adjacent property owner. If relief is granted, the 0.27 acre lot will be platted. The plat shall contain notes stating the 0.27 acre lot shall be used for cell tower purposes only, the drilling of wells is prohibited, and on-site sewage facilities are prohibited. The remaining 2.7 acres shall be combined with the adjacent 20.855 acre tract through Affidavit of Land Location.



REQUEST FOR RELIEF (Variance)

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

1. Date: May 30, 2023
2. Location of Property: *Flat Rock Creek Road east of Comfort*
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: *Michael and Caroline Rusch*
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

Relief from minimum road frontage and relief from minimum tract size
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

The sub-standard tract is being retained by the above owner as a cell tower site and will carry a restriction along with it that the property is to be used for utilities only
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The sub-standard tract is being retained by the above owner as a cell tower site and will carry a restriction along with it that the property is to be used for utilities only
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

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

Not to my knowledge



Wes Rexrode
For Michael and Caroline
Rusch

NOTES:

1. Location and type of underground utilities, etc, if any, with associated equipment that are on or that enter, cross or leave these lots are unknown.

2. No portion of this lot is located within a FEMA special flood hazard zone according to Flood Insurance Rate Map No. 48259C0235F, Dated: December 17, 2010.

3. Electrical service provided by Bandera Electric Cooperative.

4. Telephone service provided by Hill Country Telephone.

5. This lot is located within the Comfort Independent School District.

6. This lot is not located within the ETJ of any City.

7. Basis of Bearing = Texas State Plane Coordinate System, South Central Zone, 4204, NAD 83

PLAT RESTRICTIONS:

Lot 1 (0.276 acres) is currently being used as a communication facility. Well and septic permits will be prohibited. This plat perpetually restricts the use of this lot for any other purpose unless it is re-platted with adjoining tracts to meet minimum acreage and road frontage.

The remainder of the 3.00 acre tract (2.724 acres) is to be combined with the adjoining 20.855 acre tract by Affidavit of Land Location and will be recorded this same date.

STATE OF TEXAS
COUNTY OF KENDALL

I certify that this plat was prepared from surveys of the property made on the ground under my supervision.
Date: March 31, 2023.

Wes Rexrode
Registered Professional Land Surveyor
No. 6001
918 Adler Street
Boerne, Texas 78006
Job Number 180-19



STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Wes Rexrode, 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 ____ day of ____ A.D., 2023.

State of Texas Notary Public

RONALD W. FREDENBURG AND
ADELE FREDENBURG
1.752 ACRE TRACT
VOLUME 811, PAGES 879-884
OFFICIAL RECORDS

STATE OF TEXAS #
COUNTY OF KENDALL #

I, Denise Maxwell County Clerk of Kendall County, do hereby certify that the foregoing instrument of writing with this certificate of authentication was filed for record in my office the ____ day of ____ A.D., 2023, at ____ o'clock _ m in the Plat Records of Kendall County Texas in Document No ____.

Tax Certificate Affidavit filed this date in Document No. _____, Kendall County Official Records.

In testimony whereof, witness my hand and official seal, this ____ day of ____ A.D., 2023

COUNTY CLERK
KENDALL COUNTY, TEXAS

BY: _____
DEPUTY

ROCKIN' "R" SUBDIVISION PLAT

A SUBDIVISION OF A 3.000 ACRE TRACT OF LAND OUT OF THE
JUSTO ESQUEDA SURVEY NO. 25, ABSTRACT NO. 157,
KENDALL COUNTY, TEXAS, RECORDED IN VOLUME 1769, PAGES
952-941, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.

CREATING LOT 1 (0.276 ACRES)

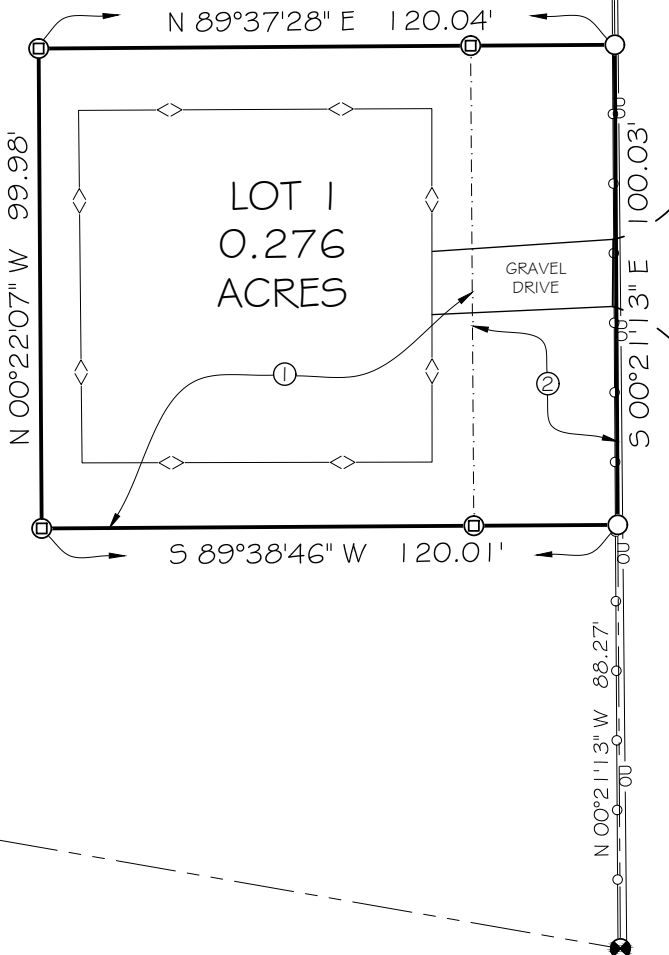
NO NEW ROADS

20.855 ACRES
DOCUMENT NO. 2021-353654
OFFICIAL RECORDS

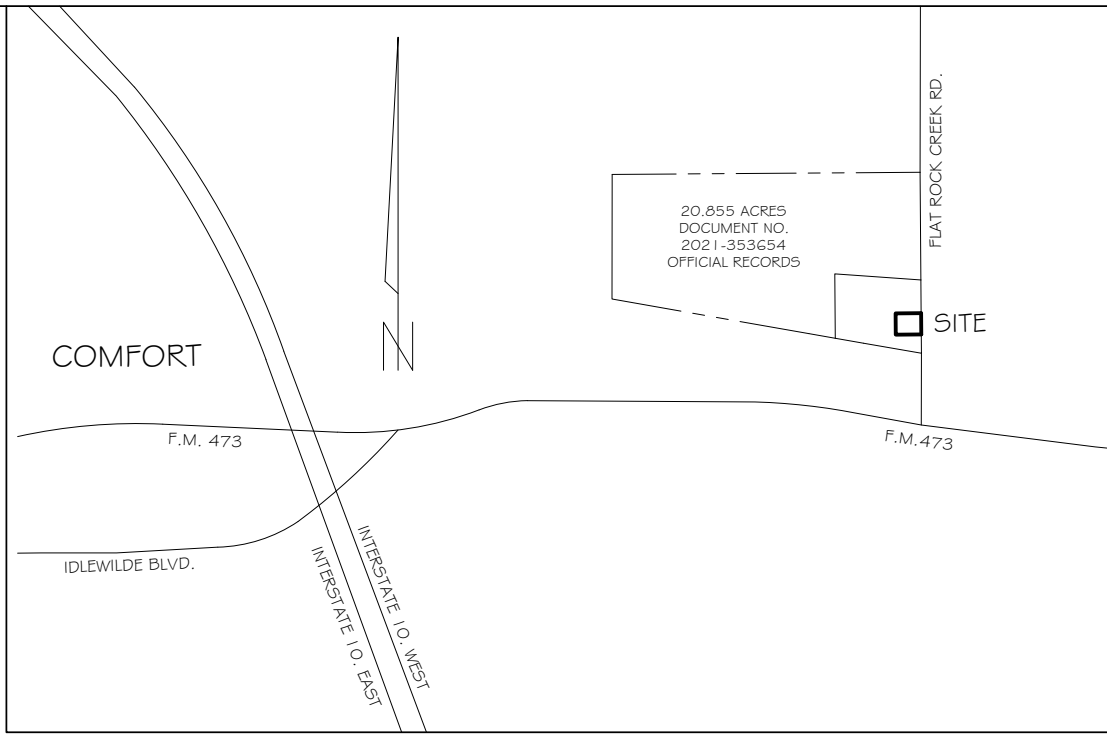
2.724 ACRES
REMAINDER OF A
3.00 ACRE TRACT
VOLUME 1769, PAGES 952-954
OFFICIAL RECORDS

①
0.207 ACRE
LEASE PREMISES
DOCUMENT NO. 2020-349126
OFFICIAL RECORDS

②
0.069 ACRE
ACCESS, UTILITY AND FIBER
EASEMENT
DOCUMENT NO. 2020-349126
OFFICIAL RECORDS

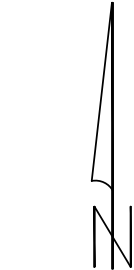


FLAT ROCK CREEK ROAD



LOCATION MAP
N.T.,S.

LEGEND	
	SET 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
	FOUND 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
	FOUND 1/2" PIPE
	FOUND 1/2" IRON ROD W/ A "WIMBERLEY 6005" PLASTIC CAP
	UTILITY POLE
	PIPE FENCE
	OVERHEAD UTILITIES
	CHAIN-LINK FENCE



SCALE: 1" = 40'

STATE OF TEXAS
COUNTY OF KENDALL

The owner of the land identified by lot numbers recorded in the volume and page numbers shown on this plat, and whose name is subscribed hereto, and in person or through duly authorized agents, acknowledge that this plat was made from actual surveys on the ground and dedicate to the use of the public forever all streets, alleys parks, water courses, drain easements and public places thereon shown for the purpose and consideration therein expressed.

Michael R. Rusch

Caroline M. Rusch

STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Michael R. Rusch and Caroline M. Rusch, Known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 ____ day of ____ A.D., 2023.

State of Texas Notary Public

THE ENGINEERING CONSULTANT, COUNTY ENGINEER OR PROJECT ENGINEER OF KENDALL COUNTY, TEXAS HAS REVIEWED THIS SUBDIVISION PLAT FOR CONFORMANCE TO ALL REQUIREMENTS OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS.

ENGINEER

THIS FINAL PLAT OF ROCKIN'R SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY COMMISSIONER'S COURT OF KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS ____ DAY OF ____ A.D., 2023.

BY: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4





Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Contract Amendment - EMS at Voss

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.

Commissioner Precinct 3 - Richard Chapman
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 approving a contract amendment with Beaty Palmer for the EMS station at Voss Middle School to include a well in the design.

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

Contract Amendment - EMS at Voss

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

EMS at Voss

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

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 ARCHITECTURAL SERVICES

THIS AMENDMENT ("Amendment") is entered into by and between Kendall County, ("County"), a body corporate and politic under the laws of the State of Texas, and Beatty Palmer Architects, Inc., ("Beatty"), a company authorized to conduct business in the State of Texas, (each a "Party" and collectively the "Parties").

WHEREAS, the Parties executed on November 15, 2022, (“Agreement”) for architectural services need for the EMS Station located near Voss Middle School (attached hereto as Exhibit “A” and incorporated by reference); and

WHEREAS, the Parties hereto desire to amend the Agreement so that the design will incorporate the drilling and use of an on-site water well in lieu of connecting to and extending a GBRA waterline to provide water to the facility as described in Document G801 – 2017 (attached hereto as Exhibit “B” and incorporated by reference); and

WHEREAS, pursuant to Section 3.6.5 of the Existing Agreement, the change order(s) and/or amendment(s) contemplated by the Parties must be contained in a written agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Amendments to the Existing Agreement.

1. Darrel Lux shall be changed to Shane Stolarczyk.
2. The Project Scope and any revisions to the original Project Scope as described in Exhibit B are hereby added to the Agreement.
3. Section 11.1.1 is hereby amended by changing the Stipulated Sum to \$360,565.00.

II. Miscellaneous. The following additions are hereby added to the Agreement.

1. **Limitations on Liability.** The only limitation County will agree to is that in no event shall either party be liable to the other party for incidental, special, or consequential damages.
2. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
3. **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.
4. **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.
5. **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.

III. Modifications. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, this Amendment 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 Amendment 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

BEATTY PALMER ARCHITECTS, 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.

Corinna Speer, County Auditor

EXHIBIT A

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of November in the year 2022
(In words, indicate day, month and year.)

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

Kendall County
201 E. San Antonio Avenue
Boerne, Texas 78006

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

Beaty Palmer Architects, Inc.
110 Broadway, Suite 600
San Antonio, Texas 78205

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

Kendall County Emergency Medical Service Station No. 3
Bergheim, Texas
The Project consists of an approximate 6,000 to 8,000sf EMS Station for Kendall
County to be located near Voss Middle School.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.


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User Notes:
(1884578663)

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1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be confirmed during Pre-Design Phase, the preliminary project program is included in the attached Architect's REVISED proposal, dated 11.09.22, and as follows:

- Day Room
- Kitchen
- Three pull-through EMS Vehicle Bays
- Six Dorm Rooms
- Various Support Spaces
- Alternate scope for Sheriff's Deputy Satellite Office

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project consists of an approximate 6,000 to 8,000sf EMS Station for Kendall County to be located near Voss Middle School. The project program, size, and budget will be established/confirmed in the Pre-Design Phase. The building will include 3 pull-through EMS bays, 6 dorms, kitchen, dayroom, and various support spaces, with

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User Notes: (1884578663)

considerations for a sheriff's office to be constructed with the project or in the future. Based on preliminary discussions with the client a pre-engineered metal building structure will be considered along with modest exterior finish upgrades in keeping with the hill country vernacular and adjacent Voss Middle School.

The approximate 3.45 acre site will be leased from Boerne Independent School District (BISD). Site improvements are anticipated to include new paved parking areas/driveways, water utilities, sewer utilities, electrical service, gas service (if available), drainage improvements, site lighting, data conduits, site signage, and landscaping. For sewer services, an engineering study to evaluate the options for off-site or on-site sewer utilities will be provided.

As the project includes sleeping quarters, we recommend fire sprinkler and alarm systems be included in the project.

FF&E project scope will consist of fixed furnishings and equipment to include kitchen equipment, lockers, window treatments, and laundry/gear cleaning equipment to be coordinated with existing Kendall County EMS Facilities. Moveable furniture selections, if desired, can be provided as additional services. As the site is owned by BISD, coordination between the County and BISD is required on utilities and timing of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Owner's construction budget is TBD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

(Paragraphs deleted)

Refer to Exhibit E (Draft-Timeline) to the Architect's REVISED Proposal, Dated 11.09.22.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposal or Contract Manager at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

not applicable.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ryan Rosborough – Vice President, Central & North Texas / Josh Slusher - Project Manager III
AG|CM, Inc.
85 NE 410 Loop, Suite 600

Init.

San Antonio, Texas 78216
Phone #: 210-403-2284
Email: jslusher@agcm.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Kendall County Commissioner Precinct 3 - Richard Chapman
204 E. San Antonio Ave., Suite #26B
Boerne, Texas 78006
Phone #: 830.249.9343 ext. 339
Email: richard.chapman@co.kendall.tx.us

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical / Environmental Engineer:

TBD

.2 Commissioning Agent:

TBD

Design team understands it is likely commissioning services will not be required for the project.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing - TBD
Site Survey - Pfeiffer Land Surveying
Project Management and Construction Management - AG|CM

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Principal in Charge: Terry W. Palmer, AIA - principal / president
Project Manager: Cory W. Hawkins, AIA - principal / vice president
110 Broadway, Suite 600
San Antonio, Texas 78205
Phone #: 210.212.8022
Email: tpalmer@beatypalmer.com; chawkins@beatypalmer.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Mike Bratten, P.E. - president
Axis Structural, LLC
1045 Central Pkwy N., Suite 101

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User Notes:

San Antonio, Texas 78232

.2 Mechanical-Electrical Engineer:

Travis Wiltshire, P.E. - principal
CNG Engineering, PLLC
1917 N. New Braunfels Avenue, Suite 201
San Antonio, Texas 78208

.3 Civil Engineer:

Carl Bain, P.E. - executive vice president
Bain Medina Bain, Inc.
7073 San Pedro Avenue
San Antonio, Texas 78216

.4 Landscape Architecture:

Chad Stranahan, RLA - principal
C2 Landgroup, Inc.
317 Lexington, Suite 1
San Antonio, Texas 78215

.5 Landscape Irrigation Design:

Stephen Cook, Licensed Irrigator
C2 Landgroup, Inc.
317 Lexington, Suite 1
San Antonio, Texas 78215

.6 Information Technology Systems Consulting:

Brian Combs, RCDD - vice president
Combs Consulting Group, LP
1022 River Road, #2
Boerne, Texas 78006

.7 Commercial Kitchen Consulting:

Chris Clements, FCSI - president
FCA Design, Inc.
11200 Broadway, Suite 2362
Pearland, Texas 77584

§ 1.1.11.2 Consultants retained under Supplemental Services:

not applicable.

§ 1.1.12 Other Initial Information on which the Agreement is based:

not applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

not applicable.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

not applicable.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.) for each occurrence and (\$ 2,000,000.) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ 1,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ 500,000.) each accident, (\$ 500,000.) each employee, and (\$ 500,000.) policy limit.

Init.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ 1,000,000) per claim and (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 within 30 days of notice to proceed.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural engineering, mechanical-electrical engineering, civil engineering, landscape architecture, irrigation design, information technology systems consulting, and commercial kitchen consulting services.

Refer to Exhibit A of the Architect's REVISED Proposal, Dated 11.09.22, for additional information.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

Refer to Exhibit E – Draft Timeline of the REVISED Architect's Proposal, Dated 11.09.22.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. Any documented deviations from the Contract Documents that are known prior to installation shall require approval, in writing, by the Owner, prior to the Contractor proceeding with the deviation.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program as agreed upon in the Pre-Design Phase and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an opinion of probable construction cost prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, building sections, exterior elevations, interior elevations, wall sections details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the opinion of probable construction cost prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable construction cost, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 3.4.4 The Architect shall update the opinion of probable construction cost prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding (Competitive Sealed Proposals or Contract Manager at Risk)

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

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

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. subsequently documenting and distributing the bidding results, as directed by the Owner.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. Any documented deviations from the Contract Documents that are known prior to installation shall require approval, in writing, by the Owner, prior to the Contractor proceeding with the deviation.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect, (5) inclusion of partial or full lien releases, (6) a properly documented and notarized payment application.

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

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

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§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any documented deviations from the Contract Documents that are known prior to installation shall require approval, in writing, by the Owner, prior to the Contractor proceeding with the deviation.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Changes in the work require prompt Owner notification by the Architect and General Contractor as set forth in the General Conditions of the Contract for Construction.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

The schedule below generally aligns with the Architect's understanding of services to be provided and or not provided by the Architect. Refer to Exhibit A of the Architect's REVISED Proposal, dated 11.09.22 for additional information and a more comprehensive list of services provided and or not provided.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect (Limited to 1 Page Space Summary)
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	not applicable
§ 4.1.1.4 Existing facilities surveys	not applicable
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 Record Drawings	Architect
(Row deleted)	
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect (limited to Access Control and Video Surveillance)
§ 4.1.1.23 Commissioning	not provided and or not applicable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect (limited to fixed furnishings and equipment)
§ 4.1.1.29 Other services provided by specialty Consultants	Civil (traffic signal consulting)
§ 4.1.1.30 Commercial Kitchen Consulting	Architect
§ 4.1.1.31 Mechanical-Electrical Engineering	Architect
§ 4.1.1.32 Structural Engineering	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A of the Architect's REVISED Proposal, Dated 11.09.22

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Refer to Section 1.1.9 for Owner's responsibilities.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

not applicable.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .8 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

(Paragraph deleted)

- .2 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .3 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

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the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

§ 5.4 The Owner shall furnish surveys to describe property boundaries and legal description for the site of the Project, and any applicable deed restrictions.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

not applicable.

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

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

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

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

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

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

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

Init.

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement and to the extent allowed by Texas law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

\$347,925.

Refer to the Architect's REVISED Proposal, Dated 011.09.22 for additional information.

- .2 Percentage Basis
(Insert percentage value)

(--) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

not applicable.

- .3 Other
(Describe the method of compensation)

not applicable.

(Paragraphs deleted)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly at the Architect's standard hourly rates and / or a fixed fee as mutually agreed to by the Owner and Architect. Refer to the attached Architect's REVISED Proposal, dated 11.09.22 for additional information.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly at the Architect's standard hourly rates and / or a fixed fee as mutually agreed to by the Owner and Architect. Refer to the attached Architect's REVISED Proposal, dated 11.09.22 for additional information.

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

(Table deleted)

Refer to Exhibit C to the Architect's REVISED Proposal, dated 11.09.22.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

not applicable.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

not applicable.

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

Refer to Exhibit D to the Architect's REVISED Proposal, dated 11.09.22.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .7 Presentation boards, finish boards, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

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9 All taxes levied on reimbursable expenses;
(Paragraphs deleted)

12 Other similar Project-related expenditures.

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

not applicable.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ --) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

not applicable.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid within (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month of the amount past due

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

12.1.1 The Architect shall obtain the Owner's approval before proceeding to a subsequent phase of work as identified in Exhibit C – Architectural and Engineering Fee Summary of the Architect's REVISED Proposal, dated 11.09.22.

12.1.2 In the event any provisions of the Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provisions of the Agreement.

12.1.3 The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes Article 249a.

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Texas Board of Architectural Examiners
P.O. Box 12337
Austin, Texas 78711-2337

12.1.4 Architect shall indemnify and hold harmless Owner, its directors, officers, employees, agents, and assigns (the "Indemnified Parties") from and against any and all claims, demands, or causes of action (and all losses, liabilities, expenses, and judgements incurred in connection therewith, including but not limited to reasonable attorneys' fees and expenses, and court costs) or from any other loss or claim arising from third party personal injury or property damage brought by the Architect or any of Architect's employees, directors, officers, outside advisory, agents, or support consultants, to the extent caused by, the negligent acts, errors or omissions, or misconduct of the Architect's employees, directors, officers, outside advisory, agents, or support consultants, or representative, in the performance of Architect's professional services under this Agreement.

12.1.5 The Improvements may be placed or constructed on the PROPERTY after COUNTY submits to BISD full and detailed plans and specifications for the Improvements and BISD provides COUNTY with prior written approval, which approval will not be unreasonably withheld. COUNTY acknowledges that the architectural style and materials of the Improvements will be complementary and/or similar to BISD's school improvements near the PROPERTY. BISD shall consider any detailed plans and specifications for the Improvements and approve or disapprove such plans within twenty-one (21) days following submittal by COUNTY. All Improvements must be placed or constructed in accordance with the approved plans and specifications and must comply with all applicable laws and ordinances.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- 3 Exhibits:

The Architect's REVISED Proposal, inclusive of Exhibits A, B, C, D & E, dated 11.09.22.

- 4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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


OWNER (Signature)

County Judge: Judge Darrel L. Lux
201 E. San Antonio Avenue
Boerne, Texas 78006
Kendall County

(Printed name and title)


ARCHITECT (Signature)

Cory W. Hawkins, AIA, Vice President
TBAE Registration No. 20466
110 Broadway, Suite 600
San Antonio, Texas 78205
Beaty Palmer Architects, Inc

(Printed name, title, and license number, if required)

Init.

11.09.22 (REVISED)

Proposal for
Kendall County EMS Station No. 3
Bergheim, Texas

project scope

The Project consists of an approximate 6,000 to 8,000sf EMS Station for Kendall County to be located near Voss Middle School. The project program, size, and budget will be established and or confirmed in the Pre-Design Phase. It is our understanding that the building will include 3 pull-through EMS bays, 6 dorms, kitchen, dayroom, and various support spaces, with considerations for a sheriff's office to be constructed with the project or in the future. Based on preliminary discussions with the client we are considering a pre-engineered metal building structure with modest exterior finish upgrades in keeping with the hill country and adjacent Voss Middle School.

Site improvements are anticipated to include new paved parking areas/driveways, water utilities, sewer utilities, electrical service, gas service (if available), drainage improvements, site lighting, data conduits, site signage, and landscaping. For sewer services, our team will provide an engineering study to evaluate the options for off-site or on-site sewer utilities.

As the project includes sleeping quarters, we recommend fire sprinkler and alarm systems be included in the project.

For our emergency services projects our office typically assists Owner's in the selection of furniture, fixtures, and equipment (FF&E). We anticipate FF&E project scope will consist of fixed furnishings and equipment to include kitchen equipment, lockers, window treatments, and laundry/gear cleaning equipment to be coordinated with existing Kendall County EMS Facilities. Moveable furniture selections, if desired, can be provided as additional services.

basic services

As described in the Architect's Services Schedule attached as Exhibit A to this proposal and summarized below:

Pre-Design Phase: to include Site Assessment, Programming, Opinion of Probable Construction Cost, 2 client meetings, existing facility walk-through at the Comfort EMS Station, and a preliminary project timeline;

Schematic Design Phase: the conceptual design of the Project;

Design Development Phase: refinement of the Project's design and identification of major building materials and systems;

Construction Documents Phase: preparation of drawings and specifications setting forth requirements for construction of the Project;

Procurement Phase: assisting the Owner in obtaining a construction contract via a Competitive Sealed Proposal (CSP) or Construction Manager at Risk procurement process;

Construction Phase: administration of the construction contract between the Owner and Contractor;

Post-Construction Phase: to provide Record Drawings;

Consultant Services: the engagement of and coordination of the following:

Consultants to be engaged and coordinated by the Architect:

- Structural Engineering: Axis Structural, LLC
- Mechanical-Electrical Engineering: CNG Engineering, PLLC
- Civil Engineering: Bain Medina Bain, Inc.
- Landscape Architecture: C2 Landgroup, Inc.
- Landscape Irrigation System Design: C2 Landgroup, Inc.
- Information Technology Systems Consulting: Combs Consulting Group
- Commercial Kitchen Consulting: FCA Design, Inc.

Consultants to be engaged and coordinated by the Owner:

- Building Commissioning: TBD (if required)
- Site Survey: Pfeiffer Land Surveying
- Project / Construction Management: AG | CM

additional services

Additional Services, if required, include: work required beyond the scope described in this proposal; items specifically identified as Additional Services in the Services Schedule; revisions in the Architect's work due to change in instructions or approvals given by the Owner; enactment of or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in the Architect's work; construction duration beyond 12 months from the execution of the Owner-Contractor Agreement to Substantial Completion; and/or significant changes in the scope of the Project.

deliverables

1 hard copy and pdf file of drawings, opinion of probable construction cost, programming data, and project timeline at the conclusion of Pre-Design;

1 hard copy and pdf file of drawings, updated opinion of probable construction cost, and an updated project timeline at the conclusion of Schematic Design;

1 hard copy and pdf file of drawings, opinion of probable construction cost, and an updated project timeline at the conclusion of Design Development;

1 hard copy and pdf file of drawings, technical specifications, updated opinion of probable construction cost, and an updated project timeline at the conclusion of Construction Documents;

1 hardcopy and pdf file of Record Drawings after the conclusion of construction;

AutoCad files of Record Drawing Architectural Plan , Civil Site Utility Plan, and Mechanical-Electrical Plans at the conclusion of Construction.

reimbursable expenses & fees

Reimbursable expenses and fees include production costs for deliverables, plotting and reproduction of documents, fees for governmental reviews, and delivery charges.

timeline

This proposal is based on the estimated time for Project completion as outlined on the Timeline attached as Exhibit E to this agreement:

compensation

For basic services of the Architect and Consultants engaged by the Architect, a stipulated fixed fee of \$347,925, as follows:

Architect	\$	165,625.
Structural Engineer	\$	15,300.
Mechanical-Electrical Engineer	\$	60,000.
Civil Engineer	\$	54,000.
Civil – Storm Water Management Plan	\$	5,000.
Civil – Traffic Signal Design Allowance	\$	16,000.
Civil – Fire Flow Test	\$	1,000.
Landscape Architect	\$	4,700.
Irrigation Designer	\$	1,250.
Rain Water Harvesting Design	\$	2,450. *
Information Technology Systems Consulting	\$	15,000.
Commercial Kitchen Consulting	\$	7,600.
Total	\$	347,925.

The total fee for basic services is allocated by Design Phase per the Attached Exhibit C – Architectural and Engineering Fee Summary.

* Rainwater Harvesting are optional services only to be billed if elected to proceed after the Design Development Phase.

For reimbursable expenses & fees, 1.10 times the Architect's cost.

For additional services, if any, on an hourly basis unless an additional stipulated fixed fee basis, mutually acceptable to the Owner and Architect, has been executed by written amendment. The Architect's current hourly rates are attached as Exhibit D to this proposal.

other provisions

This proposal is subject to the terms of the Architect's Services Schedule attached as Exhibit A.

This proposal is subject to the Architect's Standard Terms and Conditions attached as Exhibit B.

The Architect's basic services include 2 perspective renderings.

The Architect's compensation for the Construction Phase is based on a maximum construction time of 12 months to substantial completion. If the actual construction time extends beyond this limit, the Architect's services shall be provided as Additional Services.

Information Technology Systems Consulting proposed fee includes assisting the Owner with design of the Structured Cabling System, Access Control System wiring and electronics, and the Video Surveillance System wiring and electronics. Information Technology Systems Consulting excludes Intrusion Detection System wiring and electronics, Audio/Visual System(s) wiring and electronics, Data Network System electronics, Wireless Network System Electronics, Station Alerting System wiring and electronics, Public Address & Clock System wiring and electronics, and Distributed Antenna Systems Wiring and Electronics. Upon request by the Owner, these services can be provided as additional services as need arises and or as confirmed in the Pre-Design Phase.

Retaining wall structural engineering is excluded. At this time, it is not known if retaining walls will be necessary for the project. Upon request by the Owner, structural engineering services for retaining wall design can be provided as additional services.

The Improvements may be placed or constructed on the PROPERTY after COUNTY submits to BISD full and detailed plans and specifications for the Improvements and BISD provides COUNTY with prior written approval, which approval will not be unreasonably withheld. COUNTY acknowledges that the architectural style and materials of the Improvements will be complementary and/or similar to BISD's school improvements near the PROPERTY. BISD shall consider any detailed plans and specifications for the Improvements and approve or disapprove such plans within twenty-one (21) days following submittal by COUNTY. All Improvements must be placed or constructed in accordance with the approved plans and specifications and must comply with all applicable laws and ordinances.

owner

Kendall County
201 E. San Antonio Avenue
Boerne, Texas 78006

architect

Cory W. Hawkins, AIA
Vice President
Beaty Palmer Architects Inc.
110 Broadway, Suite 600
San Antonio, Texas 78205

The Texas Board of Architectural Examiners, 505 E. Huntland Drive, Suite 350, Austin, TX 78752 (tel. 512.305.9000), has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

attachments:

Exhibit A, Architect's Services Schedule
Exhibit B, Architect's Standard Terms and Conditions
Exhibit C, Architectural and Engineering Fee Summary
Exhibit D, Architect's Standard Hourly Rate Schedule
Exhibit E, Draft -Timeline

cc: contract file

Services Schedule for

Kendall County EMS Station No. 3

exhibit **A** to the architect's REVISED proposal, dated 11.09.22

Services checked below are provided by the Architect or by Consultants engaged by the Architect and are defined in detail on the following pages. Services not checked are to be provided by the Owner and/or Owner's Consultants or are deemed by the Owner to not be necessary for this project.

I. pre-design phase

- ☒ Site Assessment
- ☐ Master Planning/New Development
- ☐ Master Planning/Existing Facilities
- ☒ Programming
- ☐ Existing Facilities Evaluation
- ☐ Measured Drawings
- ☒ Opinion of Probable Construction Cost
- ☒ Project Timeline
- ☒ Presentations/Meetings
- ☒ Consultant Coordination

II. schematic design phase

- ☒ Schematic Design
- ☐ LEED Action Plan
- ☐ Design for LEED Certification
- ☐ Building Area Calculations
- ☒ Sign Design
- ☒ 3D Computer Imaging
- ☒ Color Elevation Rendering/s
- ☒ Color Site Plan Rendering
- ☒ Color Floor Plan Rendering/s
- ☐ Custom Presentation/ Marketing Materials
- ☒ Opinion of Probable Construction Cost
- ☒ Project Timeline
- ☐ Assistance in HDRC Approval
- ☒ Presentations/Meetings
- ☒ Consultant Coordination

III. design development phase

- ☒ Design Development Drawings
- ☒ Outline Specifications
- ☐ Design for LEED Certification
- ☒ Preliminary Design for IECC Energy Compliance
- ☒ Perspective Rendering/s
- ☒ Exterior Color/Finish Selections
- ☒ Interior Color/Finish Selections
- ☒ Color/Finish Selection Display Board/s
- ☐ Finish-Out Standards for Shell Buildings
- ☒ FF&E Selection (fixed items only)
- ☒ Opinion of Probable Construction Cost
- ☒ Project Timeline
- ☒ Preliminary Plan Review Conference
- ☒ Presentations/Meetings
- ☒ Consultant Coordination

IV. construction documents phase

- ☒ Construction Drawings
- ☒ Technical Specifications/Project Manual
- ☐ Design for LEED Certification
- ☒ Design for IECC Energy Compliance
- ☐ Building Area Calculations
- ☒ Sign Documentation

- ☒ FF&E Documentation (fixed items only)
- ☒ Opinion of Probable Construction Cost
- ☒ Project Timeline
- ☒ Assistance in TDLR (ADA) Accessibility Approval
- ☐ Assistance in HDRC Approval
- ☒ Presentations/Meetings
- ☒ Consultant Coordination

V. procurement phase

- ☒ General Procurement Phase Services
- ☐ Competitive Bidding
- ☒ Competitive Sealed Proposal (CSP) or Construction Manager at Risk (CMR)
- ☐ Negotiation
- ☐ FF&E Procurement
- ☒ Assistance in Building Permit Approval
- ☒ Assistance in Building Permit Application
- ☒ Meetings

VI. construction phase

- ☒ General Administration
- ☒ Site Visits/Evaluations of the Work
- ☒ Certifications of Payment to Contractor
- ☒ Submittal Review
- ☒ Administration of Changes in the Work
- ☐ LEED Consulting Services
- ☐ Coordination of FF&E Delivery/Installation
- ☒ Substantial and Final Completion Inspections
- ☒ Assistance with TDLR Construction Inspection
- ☒ Consultant Coordination

VII. post-construction phase

- ☒ Record Drawings
- ☒ One Year Warranty Inspection
- ☐ Post-Contract Evaluations

VIII. consultants engaged by architect

- ☒ Consultant Services
- ☒ Structural Engineering
- ☒ Mechanical-Electrical Engineering
- ☐ Building Commissioning
- ☒ Civil Engineering (inclusive of Fire Flow Testing)
- ☒ Landscape Architecture
- ☒ Landscape Irrigation System Design
- ☐ Code/Life Safety Consulting
- ☒ Traffic Signal Consulting (subconsultant to Civil)
- ☐ Audio-Visual Systems Consulting
- ☒ Information Technology Systems Consulting
- ☐ Acoustics Consulting
- ☒ Commercial Kitchen Consulting
- ☐ Cost Estimating

Information/ services/ fees/ expenses checked below are provided by the Owner or Owner's separate Consultant/ s. Services not checked are provided by the Architect where noted on the preceding checklist or are deemed by the Owner to not be necessary for this project.

- ☒ Site Selection
- ☒ Platting/Zoning
- ☒ Hazardous Material Assessment and/or Abatement
- ☒ Environmental Impact Studies
- ☐ Fire Flow Testing
- ☒ Building Permit Affidavit/s
- ☒ Tree Affidavit
- ☒ Vested Rights Permit/s
- ☒ Move-in/Start up
- ☒ Post Construction Accessibility Inspection
- ☒ Site Survey
- ☒ Tree Survey
- ☒ Geotechnical Testing and Evaluation
- ☒ Special Inspections
- ☒ Building Permit Application
- ☒ Governmental Review Fees
- ☒ Construction Materials Testing
- ☒ Global Stability Analysis (for retaining walls)
- ☐ Master Planning
- ☐ Programming
- ☐ Existing Facilities Survey
- ☐ LEED Consulting Services
- ☐ Furnishings, Fixtures, Equipment (FF&E) Selection
- ☐ Opinion/s of Probable Construction Cost
- ☐ Project Timeline
- ☐ Record Drawings
- ☐ Post-Contract Evaluations
- ☐ Structural Engineering
- ☐ Mechanical-Electrical Engineering
- ☐ Building Commissioning
- ☐ Civil Engineering
- ☐ Landscape Architecture
- ☐ Landscape Irrigation System Design
- ☐ Lighting Consulting
- ☐ Code/Life Safety Consulting
- ☐ Audio-Visual Systems Consulting
- ☐ Information Technology Systems Consulting
- ☐ Acoustics Consulting
- ☐ Commercial Kitchen Consulting

The following information/ services/ fees/ expenses are provided by the Architect as a convenience to the Owner. These items are part of the Owner's responsibilities for the project, and the Owner assumes responsibility for the accuracy of any information provided to the Architect. The Architect shall be entitled to rely on the accuracy of any such information as if it had been provided directly by the Owner. Costs for these items are included in the Civil Engineering Fees for the project as listed on Exhibit C - Architectural and Engineering Fee Summary and the Architect is responsible for procuring these services.

Traffic Signal Design and Storm Water Management Plan.

I. pre-design phase

site assessment

The Architect shall assist the Owner in the Owner's selection and/or assessment of a Project site by preparing preliminary planning studies to determine feasibility in terms of the Owner's budget and program.

programming

The Architect shall meet with representatives of the Owner, and visit the Owner's existing facilities if appropriate, to determine functional relationships and space requirements. Based on the information gathered, the Architect shall identify square footage requirements and methods of operation critical to the design of a functional and efficient Project. The Architect shall prepare a summary Building Program report outlining proposed building space allocations and spatial relationships.

opinion of probable construction cost

When Project requirements have been sufficiently identified, the Architect shall prepare an Opinion of Probable Construction Cost based on conceptual estimating techniques. If the Architect's Opinion of Probable Construction Cost exceeds the Owner's budget, the Architect shall make recommendations to the Owner to adjust the Project's size, quality, or budget, and the Owner shall cooperate with the Architect in making required adjustments to the Project's size, quality, and/or budget.

project timeline

When Project requirements have been sufficiently identified, the Architect shall prepare a graphic Timeline to identify milestone dates for design services furnished by the Architect and decisions required of the Owner. The Timeline may also contain estimates for Procurement, governmental reviews and approvals, and construction durations.

presentations/meetings

The Architect shall make presentations to explain the Architect's Pre-Design work to the Owner or others on the Owner's behalf. The Architect shall attend a reasonable number of meetings with the Owner to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Owner at such presentations/meetings in the further development of the Architect's work.

consultant coordination

The Architect shall coordinate its work with the work of the Architect's Consultants. The Owner shall coordinate the work of Consultants engaged by the Owner with that of the Architect and the Architect's Consultants.

II. schematic design phase

schematic design

Based on the program, schedule, and construction budget mutually agreed upon by Owner and Architect, the Architect shall prepare Schematic Design documents to establish the conceptual design of the Project. The Schematic Design Documents may include a conceptual site plan, preliminary floor plan/s, exterior elevation/s studies, and/or sections as determined by the Architect.

sign design

The Architect shall prepare schematic concepts for major Project identification sign/s.

3D computer imaging

The Architect shall prepare an electronic 3-dimensional data base for the Project and generate 3-dimensional images of the schematic building exterior envelope, depicting the general massing of the design.

color elevation rendering/s

The Architect shall prepare color rendered exterior elevation/s of the Project, depicting the design and massing of the Project's exterior.

color site plan rendering

The Architect shall prepare a color rendered site plan of the Project, depicting the site layout and features.

color floor plan rendering/s

The Architect shall prepare color rendered floor plan/s of the Project, depicting the design and layout.

opinion of probable construction cost

Based on the Schematic Design documents, the Architect shall prepare an Opinion of Probable Construction Cost based on area, volume, or similar conceptual estimating techniques. If the Architect's Opinion of Probable Construction Cost exceeds the Owner's budget, the Architect shall make recommendations to the Owner to adjust the Project's size, quality, or budget, and the Owner shall cooperate with the Architect in making required adjustments to the Project's size, quality, and/or budget.

project timeline

When Project requirements have been sufficiently identified, the Architect shall prepare a graphic Timeline to identify milestone dates for design services furnished by the Architect and decisions required of the Owner. The Timeline may also contain estimates for Procurement, governmental reviews and approvals, and construction durations.

presentations/meetings

The Architect shall make presentations to explain the Architect's Schematic Design work to the Owner or others on the Owner's behalf. The Architect shall attend meetings periodically with the Owner to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Owner at such presentations/meetings in the further development of the Architect's work.

consultant coordination

The Architect shall coordinate its work with the work of the Architect's Consultants. The Owner shall coordinate the work of Consultants engaged by the Owner with that of the Architect and the Architect's Consultants.

III. design development phase

design development drawings

Based on the approved Architect's work in the preceding phase, the Architect shall prepare Design Development documents illustrating the refinement of the design of the Project, and establishing the scope, relationships, size and appearance of the Project by means of plans, sections, and elevations.

outline specifications

The Architect shall identify major architectural materials and systems by notation and/or outline specifications.

preliminary design for IECC energy compliance

The Architect shall design the Project to comply with the applicable architectural components of the International Energy Conservation Code. The Architect shall prepare preliminary documentation confirming compliance.

perspective rendering/s

The Architect shall provide color perspective rendering/s illustrating selected view/s of the Project.

exterior color/finish selections

The Architect shall select colors and finishes for the exterior of the Project.

interior color/finish selections

The Architect shall select colors and finishes for the finished portions of the interior of the Project.

color/finish selection display board/s

The Architect shall prepare color/finish display board/s depicting samples of materials and colors to be utilized on the project.

FF&E selection

The Architect shall assist the Owner in the selection of furniture, fixtures, and equipment (FF&E) for the Project based on a written program and budget for FF&E mutually acceptable to Owner and Architect. For this project, FF&E scope will be limited to fixed furnishings and equipment. Moveable FF&E items, like tables and chairs are specifically excluded. The Architect's FF&E scope specifically excludes, audio-visual equipment, computer or other specialized equipment or systems.

opinion of probable construction cost

Based on the Design Development documents, the Architect shall refine its Opinion of Probable Construction Cost. If the Architect's Opinion of Probable Construction Cost exceeds the Owner's budget, the Architect shall make recommendations to

the Owner to adjust the Project's size, quality, or budget, and/or to develop Alternate/s in the succeeding Project phase. The Owner shall cooperate with the Architect in making required adjustments to the Project's size, quality, and/or budget.

project timeline

The Architect shall update the graphic Timeline with milestone dates for design services furnished by the Architect and decisions required of the Owner. The Timeline may also contain estimates for Procurement, governmental reviews and approvals, and construction durations.

preliminary plan review conference

If available through the local Authority Having Jurisdiction (AHJ), the Architect shall arrange and attend a preliminary plan review conference with AHJ plan review officials to confirm the general conformance of the design of the Project to applicable local codes, ordinances, and other regulations.

presentations/meetings

The Architect shall make presentations to explain the Architect's Design Development work to the Owner or others on the Owner's behalf. The Architect shall attend meetings periodically with the Owner to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Owner at such presentations/meetings in the further development of the Architect's work.

consultant coordination

The Architect shall coordinate the work of the Architect with the work of the Architect's Consultants. The Owner shall coordinate the work of Consultants engaged by the Owner with that of the Architect and the Architect's Consultants.

IV. construction documents phase

construction drawings

Based on the approved Architect's work in the preceding phase, the Architect shall provide Construction Drawings setting forth the requirements for construction of the Project. The Construction Drawings shall include plans, sections, details, and schedules to establish the configuration, materials, and systems required for the Project.

technical specifications/project manual

In coordination with the Construction Drawings, the Architect shall provide Technical Specifications to establish the selection and quality of materials and systems required for the Project. To complete the Project Manual, the Architect shall also assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms, and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General Conditions, and Supplementary/Special Conditions if applicable).

design for IECC energy compliance

The Architect shall design the architectural components of the Project to comply with the applicable architectural portions of the International Energy Conservation Code. The Architect shall prepare documentation confirming compliance.

sign documentation

The Architect shall provide construction documents for Project signs, which may include: directional signs, project sign/s, room identification graphics and/or temporary construction informational or directional signs.

FF&E documentation

Based on the approved FF&E selections in the preceding phase, the Architect shall provide bidding documents consisting of specifications for and quantities of FF&E for the Project. The Architect shall also assist the Owner in the development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding or proposal forms, and the form of agreement between the Owner and the Contractor/Supplier. For this project, FF&E scope will be limited to fixed furnishings and equipment. Moveable FF&E items, like tables and chairs are specifically excluded. The Architect's FF&E scope specifically excludes, audio-visual equipment, computer or other specialized equipment or systems.

opinion of probable construction cost

Based on the Construction Documents, the Architect shall refine its Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost represents the Architect's judgment as a design professional familiar with the construction industry. However, the Architect has no control over market conditions or Contractor methods for determining bid or negotiated

proposals. Accordingly, the Architect does not warrant Contractor bid or negotiated proposals will not vary from the Opinion of Probable Construction Cost prepared by the Architect.

If the lowest bona fide Contractor bid or negotiated proposal exceeds the Architect's Opinion of Probable Cost, the Owner shall either: increase the Project budget as necessary; authorize re-bidding or re-negotiation of the Project; terminate in accordance with the terms of the Owner-Architect agreement; or cooperate in the reduction of Project scope and/or quality as required to reduce the cost of the work.

If the Owner elects to proceed with modifying the Project scope/quality, the Architect shall modify the Construction Documents for which the Architect is responsible as reasonably necessary to achieve the Owner's budget. The modification of such documents shall be the limit of the Architect's responsibility. If the lowest bona fide bid or negotiated proposal exceeds the Architect's Opinion of Probable Construction Cost by more than 10%, the Architect's services for modifying the Construction Documents shall be provided at no additional cost to the Owner. If the lowest bona fide bid or negotiated proposal exceeds the Architect's Opinion of Probable Construction Cost by 10% or less or if the additional cost is due to market conditions the Architect could not reasonably anticipate, the Architect's services for modifying the Construction Documents shall be provided as Additional Services.

project timeline

The Architect shall update the graphic Timeline with milestone dates for design services furnished by the Architect and decisions required of the Owner. The Timeline may also contain estimates for Procurement, governmental reviews and approvals, and construction durations.

Assistance in TDLR (ADA) accessibility approval

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any.

Should the Architect be required to (1) make substantive revisions to the Drawings and/or Specifications as a result of revisions required by the TDLR Reviewer which were not reasonably anticipatable by the Architect, (2) apply for variance/s based on TDLR Reviewer comments not reasonably anticipatable by the Architect or necessitated by Owner mandated Project design components, or (3) provide services related to Reviewer comments from a construction inspection, such services shall be provided by the Architect as Additional Services.

presentations/meetings

The Architect shall make presentations to explain the Architect's Construction Documents work to the Owner or others on the Owner's behalf. The Architect shall attend meetings periodically with the Owner to review the status of the Project and as needed to provide the Architect's services.

consultant coordination

The Architect shall coordinate the work of the Architect with the work of the Architect's Consultants. The Owner shall coordinate the work of Consultants engaged by the Owner with that of the Architect and the Architect's Consultants.

V. procurement phase

general procurement phase services

The Architect shall assist the Owner in obtaining construction contractor proposals and shall assist the Owner in awarding and preparing a contract for construction.

If requested by the Owner, the Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

If requested by the Owner, the Architect shall assist the Owner in bid or proposal evaluation and determination of the successful bid or proposal, if any.

If requested by the Owner, the Architect shall arrange for distribution of Bidding Documents to prospective bidders/proposers.

The Architect shall consider requests for substitutions, if permitted by the bidding or proposal documents, and shall prepare and distribute addenda identifying acceptable substitutions to all prospective bidders/proposers.

The Architect's Procurement Phase Services (whether for competitive bidding, competitive sealed proposal, construction manager at risk, or negotiation process), shall be provided for a single process. Should the Owner elect for any reason to re-bid, re-negotiate, or to change from one process to another, the Architect's services shall be provided as Additional Services.

competitive sealed proposal (CSP)

The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders. The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda. The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the competitive sealed proposals. The Architect shall subsequently document and distribute the bidding results, if and as directed by the Owner. The Architect shall assist the Owner in the overall assessment of the competitive sealed proposals to determine the successful proposal, if any. If requested by the Owner, the Architect shall attend interviews/presentations with proposers and shall participate in the Owner's formal review/selection process.

construction manager at risk (CMR)

The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders. If requested by the Owner, the Architect shall attend interviews/presentations with proposers and shall participate in the Owner's formal review/selection process. If requested by the Owner, the Architect shall consult with the Owner and/or Owner's Contractor in the assessment of Contractor generated value engineering items to improve the Project and/or reduce construction cost or time. The Architect shall assist the Owner in the on-going evaluation of the selected Construction Manager at Risk's preliminary pricing and scheduling work, culminating with the establishment of a contract for construction.

assistance in building permit approval

In connection with the Owner's and/or Owner's Contractor's responsibility for submitting documents required for local AHJ building permitting, the Architect shall respond to questions or comments by AHJ plan reviewers related to the Architect's scope of services.

assistance in building permit application

As requested by the Owner, the Architect shall assist in the assembly of necessary documents required for building permit application and deliver such documents to appropriate local AHJ officials.

meetings

The Architect shall attend meetings periodically with the Owner to review the status of the Project and as needed to provide the Architect's services.

VI. construction phase

general administration

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203-2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced therein. Any other modifications made to the General Conditions, if adopted as part of the Contract Documents, shall be enforceable under the Owner-Architect Agreement only to the extent that they are consistent with the Owner-Architect Agreement or approved in writing by the Architect.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of issuance of the final Certificate for Payment.

The Owner shall communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

The Architect shall advise and consult with the Owner during the provision of Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

If the Contractor has not achieved Substantial Completion of the Project within the time designated in the Proposal/Agreement, services of the Architect beyond this limit shall be provided by the Architect as Additional Services.

Notwithstanding the substantial completion time, should the Architect's Construction Phase Services be required beyond sixty (60) days after the date of Substantial Completion of the Work, the Architect's services beyond this time shall be provided as Additional Services.

site visits/evaluations of the work

The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.

The Architect shall document field observations in written field observation reports to the Owner. The Architect shall report known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Architect shall attend a reasonable number of construction progress meetings with the Contractor at the construction site or other designated location. The Architect shall attend other special site meetings when reasonably required for review of mock-ups, pre-construction conferences, and the like.

If and as applicable, the Architect shall assist the Owner in the administration duties associated with the Owner's responsibility to have special inspections conducted for the Project. The Architect shall be designated as the Registered Design Professional in Responsible Charge for the required inspections for the Project during Construction. In this capacity, the Architect will administer the documentation process associated with Section 1704 of the "International Building Code". This administration process shall include determination of required special inspections for the Project, compiling reports of required special inspections as prepared by Owner's Testing and Inspection Consultants (Special Inspectors), and preparation of the Final Report of Required Special Inspections.

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

The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared Request For Information (RFI) about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings and/or Specifications in need of clarification and the nature of the clarification requested. *Any deviations from the Contract Documents shall be discussed with and approved by the Owner.*

If deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.

If the Architect is required to respond to Contractor's Request For Information when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, or prior Project correspondence or documentation, such response shall be provided by the Architect as Additional Services.

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

shall endeavor to secure faithful performance by both Owner and Contractor, and shall not show partiality to either. The Architect shall not be liable for the results of interpretations or decisions so rendered in good faith.

The Architect shall serve as the Initial Decision Maker on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decision on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. *Any and all deviations from the Contract Documents shall be discussed with and approved by the Owner.*

During the Architect's performance of Construction Phase Services, the Architect shall review the Project from time to time and may recommend design changes, additions, or corrections. Changes and additions approved by the Owner and corrections as necessary shall be added to the work by Change Order. **A contingency fund, in an amount established by the Owner in consultation with the Architect, shall be provided by the Owner to be used for such changes, additions, and corrections.**

certifications of payment to contractor

The Architect shall review the Contractor's application for payment and determine the amounts the Architect recommends the Contractor be paid. Such recommendations of payment will be in writing and will constitute the Architect's representation to the Owner, based on such review that, to the best of the Architect's knowledge, information, and belief, the Contractor's Work has progressed to the point indicated and the Work is generally in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

By recommending any payment to the Contractor, the Architect shall not be deemed to have represented that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from sub-contractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

To the extent the words 'certify' and/or 'certification' may occur in the Contractor's application document or other Contractual or Construction Documents, it shall mean an expression of the Architect's professional opinion to the best of its information, knowledge, and belief, and does not constitute a warranty or guarantee by the Architect.

submittal review

The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

If more than two (2) reviews of any Shop Drawing, Product Data item, Sample or similar submittal are required of the Architect, such additional reviews shall be provided by the Architect as Additional Services.

If professional services or certifications by Design Professional/s related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such Design Professional/s.

administration of changes in the work

The Architect shall prepare Change Orders (CO) and/or Construction Change Directives (CCD) for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction (ASI).

The Architect shall review properly prepared, timely requests by the Owner or Contractor for Changes in the Work, including adjustments to the Contract Sum and/or Contract Time. A properly prepared request for a Change in the Work shall be

accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested Changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an ASI and recommend to the Owner that the requested change be denied. If the Architect determines that implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize a CO to be prepared.

Should preparation of Change Orders or Construction Change Directives require extensive evaluation of Contractor proposals and/or revisions or additions to the Construction Documents not occasioned by an error or omission of the Architect, such services shall be provided by the Architect as Additional Services.

The Architect will review and take appropriate action on Contractor's proposed substitution of materials or products, where such substitutions are permitted by the Contract Documents.

If the Architect is required to review more than one (1) request for substitution of any material or product or if the Architect is required to review any substitution requested when such substitution is not permitted by the Contract Documents, such review shall be provided by the Architect as Additional Services.

substantial and final completion inspections

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

The Architect's Substantial Completion inspection shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to prepare a list of items to be corrected or completed. The Architect shall distribute copies of the list of items to be corrected or completed to the Owner and Contractor.

When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work. When the Architect receives the Contractor's final application for payment, indicating the Final Completion of the Work, the Architect shall conduct a Final Completion inspection. The Architect's Final Completion inspection shall be conducted to determine the Contractor's satisfactory completion of the list of items to be corrected or completed. When the work is found to be finally complete, the Architect shall certify and forward to the Owner the Contractor's final application for payment.

The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

Should the Architect be required to make more than one (1) inspection for Substantial Completion and/or more than one (1) inspection for Final Completion, such services shall be provided by the Architect as Additional Services.

assistance with TDLR construction inspection

As requested by the Owner, the Architect shall coordinate with the designated accessibility inspector, attend the inspection, and facilitate the review and approval process.

consultant coordination

The Architect shall coordinate the work of the Architect with the work of the Architect's Consultants. The Owner shall coordinate the work of Consultants engaged by the Owner with that of the Architect and the Architect's Consultants.

VII. post-construction phase

record drawings

The Architect shall prepare a set of record drawings of the Project in the Architect's standard format, incorporating changes in the work and other significant variations in the built Project from that depicted in the Construction Documents. The Architect's work shall be based on data provided by the Contractor, upon which data the Architect shall be permitted to rely.

one-year warranty inspection

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner to review the Project's operation and performance and to make appropriate recommendations to the Owner.

VIII. consultants engaged by the architect

consultant services

As a courtesy to the Owner, the Architect shall engage the services of Engineering and/or other specialty Consultants to provide design, documentation, and related professional services for portions of the Project. Each Consultant shall be responsible for the accuracy and timeliness of consulting services provided.

The full scope of each Consultant's Services is defined in the Architect-Consultant Agreement and Services Schedule.

structural engineering

The Architect shall engage a Consultant to provide design, construction documents, and construction phase services as applicable for the normal structural elements of the Project. Unless specifically noted otherwise in this schedule, Structural Engineering services included in the Architect's scope of services exclude retaining walls, bridges, or special drainage structures.

mechanical-electrical engineering

The Architect shall engage a Consultant to provide design, construction documents, and construction phase services for the normal mechanical-electrical elements of the Project.

civil engineering

The Architect shall engage a Consultant to provide design, construction documents, and construction phase services for the normal civil components of the project and other survey and/or civil engineering services as follows:

- Storm Water Management Plan

- Traffic Signal Design

- Erosion control plan (SWPPP)

- Fire flow test

To the extent services outlined above provide existing site information and/or site regulatory information, these items are part of the Owner's responsibilities for the project and the Owner assumes responsibility for the accuracy of any information provided to the Architect. The Architect shall be entitled to rely on the accuracy of any such information as if it had been provided directly by the Owner.

landscape architecture

The Architect shall engage a Consultant to provide design, construction documents, and construction phase services for the exterior plantings of the Project.

landscape irrigation system design

The Architect shall engage a Consultant to provide design, construction documents, and construction phase services for the landscape irrigation system of the Project.

traffic signal consulting

The Civil Engineer shall engage a Consultant to design and document an emergency vehicle traffic control system for the Project. Current traffic control measures are assumed to include modifications to the existing traffic signal controls located at SH 46 and Voss Pkwy to provide priority to emergency vehicles, subject to review and approval by TxDot. Recommendations will be informed by a review of characteristics of the subject intersection, including traffic counts, anticipated EMS vehicle calls, crash records, and other available historical data.

information technology systems consulting

The Architect shall engage a Consultant to design and document information technology systems infrastructure for the Project. Current information technology scope includes Structured Cabling, Access Control, and Video Surveillance.

commercial kitchen consulting

The Architect shall engage a Consultant to design and document commercial kitchen and related support spaces required for the Project and to specify kitchen equipment.

Standard Terms and Conditions for
Kendall County EMS Station No. 3

exhibit **B** to owner-architect agreement or architect's REVISED proposal, dated 11.09.22.

invoices

Invoices for the work performed will be submitted by the Architect to the Owner monthly.

stipulated fixed fees for basic services

Progress payments will be billed according to the Architect's estimate of the percentage of Services completed. The Architect's compensation allocated to the Construction Phase will be due as equal monthly payments during the construction time established in the Owner-Architect Agreement or the Contractor's completion schedule, whichever is shorter.

hourly-based fees for basic services

Progress payments will be billed according to the actual number of hours spent by the Architect and/or the Architect's Consultants in the interest of the Project. Hourly rates will be the Architect's and Architect's Consultants' contract hourly rates if rates are identified in the Owner-Architect Agreement or, in the absence of rates established in the Agreement, at the Architect's and/or Architect's Consultants' standard hourly rates in effect at the time the work is performed.

additional services

If additional services are provided, progress payments will be billed on an hourly basis or, if mutually agreed by Owner and Architect in writing, on an additional fixed fee basis.

reimbursable expenses

Progress payments will be billed with monthly invoice for services, with annotation for expense items incurred.

payment of invoices

Payment is due within thirty (30) days of billing date. If payment has not been received by the Architect within sixty (60) days of billing date, the Architect reserves the right to suspend work on the Project, and any liabilities and/or additional expenses caused by the Architect's suspension of activity, including but not limited to carrying charges at the rate of one percent (1.0%) per month of the amount past due, will be assumed by the Owner.

copyrights and licenses

All drawings, specifications, digital data, building information modeling (BIM), reports, notes, and other documents prepared by the Architect for the Project are Instruments of Service. The Architect retains all common law, statutory, and other reserved rights, including the copyright thereto.

The Architect grants the Owner a non-exclusive license for the use of the Architect's Instruments of Service for the sole purposes of evaluating, constructing, and maintaining the Project. If the Architect terminates the Owner-Architect Agreement for cause, this license will terminate.

proposal withdrawal

The Architect's proposal is subject to revision or withdrawal if a Owner-Architect Agreement has not been executed within sixty (60) days of the date of the proposal.

termination or suspension

The Owner may terminate the Owner-Architect Agreement, with cause or for convenience, by notifying the Architect in writing.

The Architect reserves the right to terminate for cause with written notice.

In the event of Owner's termination for convenience or the Architect's termination for cause, the Architect's total compensation due would be for the portion of the Architect's services provided and expenses incurred to the date of such written notice.

If the Owner suspends the Project, the Architect will be compensated for its work up to the written notice of suspension. When the Project is resumed, the Architect will be compensated for additional costs in the interruption and resumption of Services. The Architect's fees for remaining Services will also be equitably adjusted. If the Owner suspends the Project for more than ninety (90) days, the Architect may terminate the agreement with written notice.

scope of services

The Architect's proposal for services is based on the expectation that all proposed Basic Services will be provided. In the event the Owner elects to reduce the Architect's scope of Services, the Architect will not be liable for claims, damages, losses, or costs associated with or arising out of such reduction in Services.

If the Owner elects not to include the Architect's proposed Construction Phase Services or any portion thereof in the Architect's Basic Services, the Owner assumes all responsibilities associated with Construction Phase Services and waives any claims against the Architect that may in any way be connected thereto.

performance of services

The Architect will perform its services in a manner consistent with the skill and care ordinarily provided by architects practicing in the same locality under similar circumstances, but the Architect does not warrant its work to be perfect and without fault. In the preparation of designs, drawings, and specifications, errors and omissions may inadvertently be made. The Architect will correct any errors or omissions in the Architect's documents at no cost to the Owner. The Owner is responsible for all costs associated with construction of the Project.

claims and disputes

The Owner and Architect waive all rights against each other to the extent any damages are covered by property insurance.

The Owner and Architect waive consequential damages for any matter arising out of this agreement.

The Owner and Architect agree that any claim or dispute will be subject to mediation as a precedent to litigation. Unless the Owner and Architect agree otherwise, mediation will be administered by the American Arbitration Association in accordance with its Construction Industry Mediation procedures in effect on the date of this agreement. Mediation expenses will be shared equally by the Owner and Architect. If the parties do not resolve a dispute by mediation, the method of binding dispute resolution will be litigation in a court of competent jurisdiction.

~~limit of liability~~

~~The Architect's total liability to the Owner for any and all injuries, losses, expenses, damages or claims expenses arising out of this agreement shall not exceed one hundred thousand dollars (\$100,000.00) or the total amount of the Architect's fee (net of Architect's Consultant fees, if any), whichever is greater.~~ CWT 11.17.22

agreement

The Owner-Architect Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes any prior negotiations, representations, or agreements, either written or oral. The Owner-Architect Agreement may be amended only by written instrument executed by the Owner and Architect.

Hourly Rate Compensation Schedule for
Kendall County EMS Station No. 3

exhibit **D** to owner-architect agreement or architect's REVISED proposal, dated 11.09.22

<u>rate per hour</u>	<u>classification</u>
\$ 200	Senior Principal
\$ 160	Principal
\$ 135	CAD manager
\$ 135	Architect/ Designer IV
\$ 125	Architect/ Designer III
\$ 115	Architect/ Designer II
\$ 105	Architect/ Designer I
\$ 100	Intern III
\$ 90	Intern II
\$ 80	Intern I
\$ 65	Administrative Support

The specific hourly rate is dependent on the experience, qualifications, and role of individual personnel. Hourly rates are adjusted from time to time in accordance with the normal salary review practices of the Architect. The current rates in effect at any time are available upon request by the Owner.

Kendall County EMS Station No. 3
Exhibit E: DRAFT - Timeline
BEATY PALMER ARCHITECTS

11/9/22

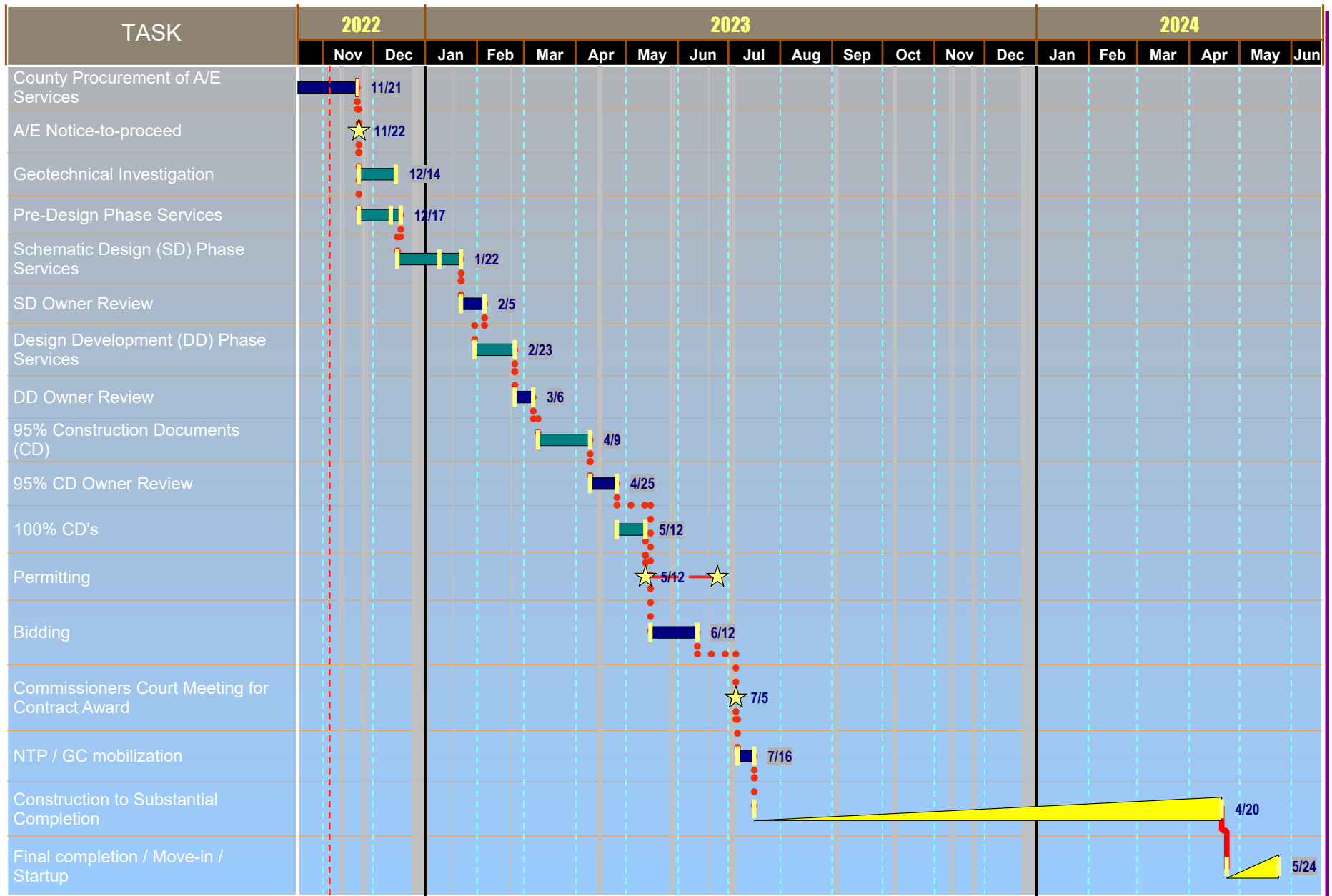


EXHIBIT B



AIA[®] Document G801[™] – 2017

Notice of Additional Services

PROJECT: (name and address)

Kendall County Emergency Medical
Service Station No. 3
40 Voss Parkway
Boerne, Texas 78006

AGREEMENT INFORMATION:

Date: 11.15.22

NOTICE INFORMATION:

Notice Number: 001

Date: 06.05.23

OWNER: (name and address)

Kendall County
201 E. San Antonio Avenue
Boerne, Texas 78006

ARCHITECT: (name and address)

Beaty Palmer Architects, Inc.
110 Broadway, Suite 600
San Antonio, Texas 78248

Select as appropriate:


ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED

(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

Water supply from the local water utility has been determined to be inadequate for the project needs. In lieu of a new water line across the Voss Middle School Campus, the new project direction will include the design consideration for on-site water services (a new water well) as outlined in the attached Proposal for Additional Service, dated 05.24.23.

Compensation Adjustment:

The original project compensation of \$347,925.00 will be increased by \$12,640.00. The adjusted total compensation for the project will be \$360,656.00.

Schedule Adjustment:

Approximately 6 to 8 weeks


ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION

(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:

(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

Beaty Palmer Architects Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Cory W. Hawkins, AIA

Vice President

PRINTED NAME AND TITLE

06.06.23

DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

Kendall County

OWNER *(Firm name)*

SIGNATURE

Judge Darrel L. Lux

Kendall County Judge

PRINTED NAME AND TITLE

DATE

05.24.23 (revised)

Proposal for Additional Services

Kendall County Emergency Medical Service Station No. 3

Bergheim, Texas

**changes in
project scope**

Water supply from the local water utility has been determined to be inadequate. As such, the proposed 1,600 linear foot water line, currently documented is no longer feasible and will be excluded from the project. The changes in the project scope include assistance with revisions to provide on-site water services outlined as follows:

- Water well drilling and procurement to be provided by Kendall County under a potential separate contract and or to be incorporated into the construction contract for the new EMS Station.
- Small architectural well house or doghouse to cover well head to match the building design and to include means for freeze protection heating.
- A domestic water supply tank and associated well controls.
- A rainwater harvesting tank to supply fire protection water for the building, connected to the roof gutter system and makeup water line from the water well.
- Domestic water service pressure tank installed inside the building.
- Small fire pump or pressure tank to be installed in the currently planned fire riser room as sized by our Fire Protection Engineer to include dedicated electrical power and disconnect and placed on emergency power circuit(s).
- All additional water supply equipment will include dedicated electrical circuits and or sub panels, disconnects, and emergency power.

Sizing requirements for fire protection will be confirmed by the Fire Protection Engineer. We plan on considering the rainwater harvesting system as a budgetary alternate for the project.

Irrigation and fire flow tests are not required for the project. Fees for these service are proposed to be credited to offset a portion of the cost for the additional services.

additional services

Revision of the 95% Construction Documents.

Fire protection engineering to assist in the development of fire sprinkler drawings and sizing of water tanks.

Additional Consultant Services, to be engaged and coordinated by the Architect, are as follows:

- Fire Protection Engineering: Waxler Fire Protection Engineering, LLC
- Mechanical-Electrical Engineering: CNG Engineering, PLLC

**additional
deliverables**

1 hard copy and pdf file of drawings and opinion of probable construction cost upon issuance of the revised 95% Construction Document Set.

timeline

The additional Project scope/services will impact the estimated time for Project completion by approximately 6 to 8 weeks.

**additional
compensation**

For additional services of the Architect and Consultants engaged by the Architect, including deliverables, a stipulated fixed fee of \$12,640. as follows:

Architect	\$	1,960.
Fire Protection Engineering	\$	7,250.
Mechanical-Electrical Engineer	\$	5,680.
Civil – Fire Flow Test (Credit)	- \$	1,000.
<u>Irrigation Design (Credit)</u>	- \$	<u>1,250.</u>
Total	\$	12,640.

For reimbursable expenses and fees, per the terms of the existing Owner-Architect agreement.

other provisions

This terms and conditions of the existing Owner-Architect agreement apply to this proposal for Additional Services.

owner

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

architect


Cory W. Hawkins, AIA
Vice President
 Beaty Palmer Architects Inc.

The Texas Board of Architectural Examiners, 505 E. Huntland Drive, Suite 350, Austin, TX 78752 (tel. 512.305.9000), has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

attachments: none

xc: contract file



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Request to solicit bids

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.

Commissioner Precinct 3 - Richard Chapman
County Auditor - Corinna Speer
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 the approval to solicit bids for the construction of a well at the proposed EMS station at Voss.

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

Request to solicit bids

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

EMS at Voss

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:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Plat Revision - Lindner Addition Second Section, Part of Lot 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
Staff Engineer - Ron Jones
Commissioner Precinct 4 - Chad Carpenter

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 a plat revision of Lindner's addition Second Section, part of Lot 1 filed in Volume 82, Page 227 of the plat records of Kendall County, Texas in accordance to the Kendall County Development Regulations. The proposed plat revision would create Lot 1B and 1C to be served by central water and central sewer. A public hearing was held on May 22, 2023. No one was present to speak. (Owner - April Berry Massey)

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

Plat Revision - Lindner Addition Second Section, Part of Lot 1

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

Precinct 4

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:

plat revision

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 plat revision would create two tracts of 0.231acres (Lot 1B) and 0.199 acres (Lot 1C). Water and sewer will be provided by WCID No. 1.

NOTES:

1. BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
2. FIELD SURVEY COMPLETED 03/10/2023.
3. WATER SERVICE SHALL BE PROVIDED BY THE KENDALL COUNTY W.C.I.D. # 1.
4. SEWAGE FACILITIES SHALL BE PROVIDED BY THE KENDALL COUNTY W.C.I.D. # 1.
5. THESE LOTS ARE LOCATED WITHIN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
6. ELECTRICAL SERVICE IS PROVIDED BY BANDERA ELECTRIC COOPERATIVE.
7. TELEPHONE SERVICE IS PROVIDED BY HILL COUNTRY TELEPHONE COOPERATIVE.
8. THESE LOTS HAVE BEEN DETERMINED TO BE WITHIN THE SPECIAL FLOOD HAZARD AREA "ZONE AE" ACCORDING TO NATIONAL FLOOD INSURANCE RATE MAP NO. 48259C0235F DATED DECEMBER 17, 2010
9. ACRES NET REPRESENTS AREA OUTSIDE OF A SPECIAL FLOOD HAZARD AREA SOLELY BASED ON THE EFFECTIVE FLOODPLAIN. THIS AREA WAS CALCULATED BY OVERLAYING NATIONAL FLOOD INSURANCE RATE MAP NO. 48259C0235F. NO ELEVATIONS OR FLOOD STUDY WAS DONE TO VERIFY THE LOCATION OF THIS LINE.
10. BASE FLOOD ELEVATION WAS DETERMINED BY NATIONAL FLOOD INSURANCE RATE MAP NO. 48259C0235F DATED DECEMBER 17, 2010
11. THESE LOTS ARE NOT LOCATED WITHIN THE ETJ OF ANY CITY MUNICIPALITY.
12. BEARINGS AND DISTANCES SHOWN ON THIS PLAT AS "RECORD", ARE BASED ON DEED RECORDED IN DOCUMENT NO. 368878, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.
13. THIS AMENDING PLAT DOES NOT CHANGE OR ALTER COVENANTS AND RESTRICTIONS BY PREVIOUS SUBDIVISION PLAT OR OTHER METHODS.
14. RESTRICTION RECORDED IN VOLUME 144 PAGES 74-77, DEED RECORDS, KENDALL COUNTY TEXAS, APPLY TO THESE LOTS
15. A DEVELOPMENT PERMIT AND FLOODPLAIN STUDY MEETING THE REQUIREMENTS OF KENDALL COUNTY SHALL BE APPROVED BY KENDALL COUNTY PRIOR TO ANY DEVELOPMENT/IMPROVEMENT OF THESE LOTS.

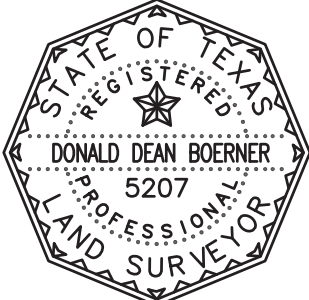
UTILITY EASEMENT:

IT IS UNDERSTOOD AND AGREED THAT PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT, AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, LANES, AND ROADS OF THIS SUBDIVISION, AND TEN (10) FEET ALONG THE OUTER BOUNDARIES OF ALL STREETS, ALLEYS, BOULEVARDS, LANES AND ROADS WHERE SUBDIVISION LINES OR LOTS OF INDIVIDUAL TRACTS ARE DEEDED TO THE CENTER LINE OF THE ROADWAY. 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 OF THE RIGHTS AND BENEFITS NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE 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 INCLUDE 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 LOCKS 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.

SURVEYORS CERTIFICATE:

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR #5207
DONALD DEAN BOERNER
DONNIE BOERNER SURVEYING COMPANY
228 HOLIDAY ROAD
COMFORT, TEXAS 78013

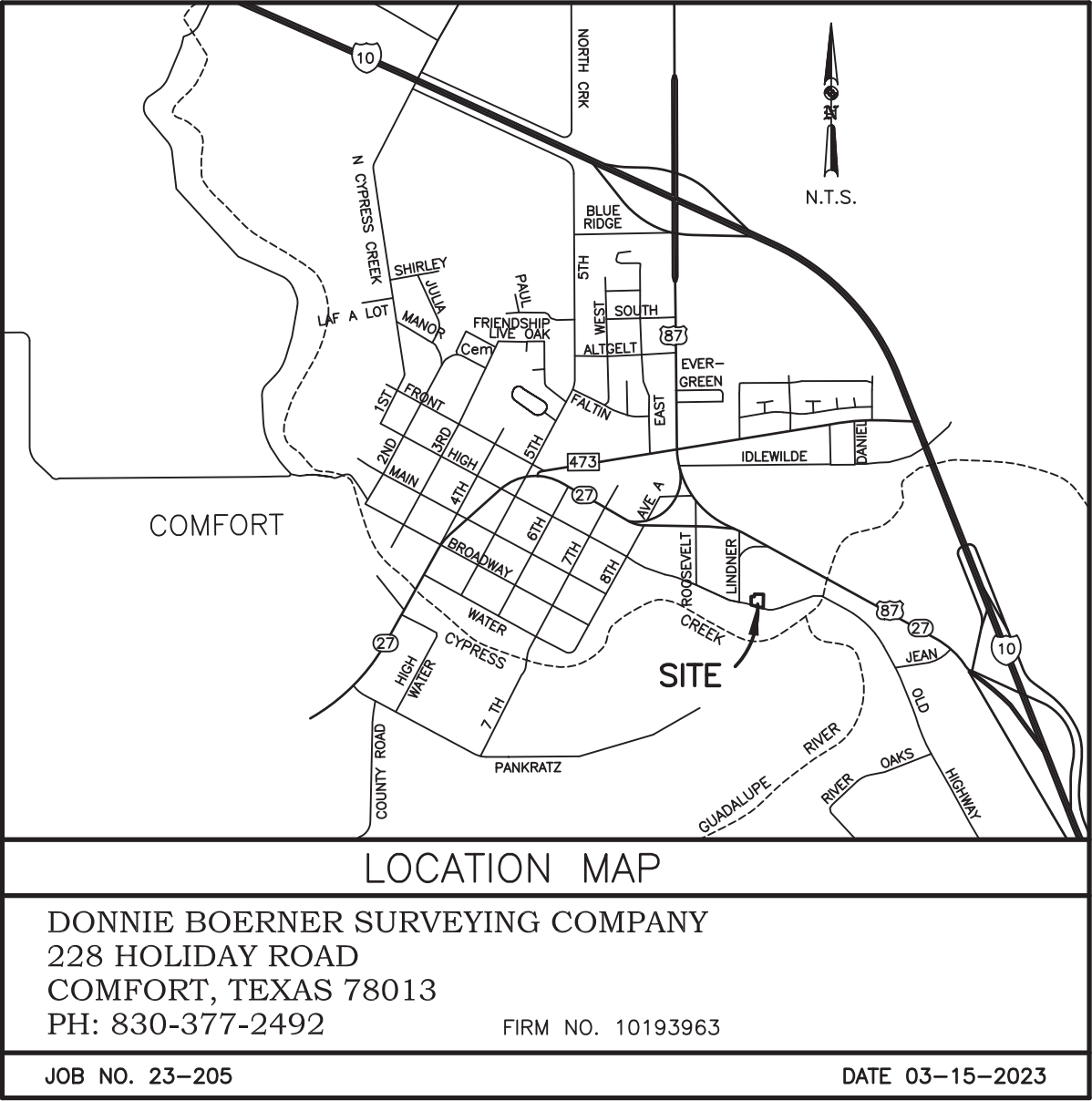
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD DEAN BOERNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 2023.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PLAT REVISION
CREATING LOT 1B AND LOT 1C
LINDNER'S ADDITION SECOND SECTION,
KENDALL COUNTY, TEXAS

PLAT SHOWING: LOT 1B, CONTAINING 0.231 ACRES AND LOT 1C CONTAINING 0.199 ACRES, LINDNER'S ADDITION SECOND SECTION, KENDALL COUNTY, TEXAS, BEING PART OF LOT 1, LINDNER'S ADDITION SECOND SECTION AS RECORDED IN VOLUME 82, PAGE 227, DEED RECORDS, KENDALL COUNTY, TEXAS AND ALSO BEING THAT CERTAIN 0.430 ACRE TRACT RECORDED IN DOCUMENT NO. 2022-368878, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.



THE ENGINEERING CONSULTANT, COUNTY ENGINEER OR PROJECT ENGINEER OF KENDALL COUNTY, TEXAS, HAS REVIEWED THIS SUBDIVISION PLAT FOR CONFORMANCE TO ALL REQUIREMENTS OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS.

ENGINEER

THIS PLAT REVISION OF PART OF LOT 1, LINDNER'S ADDITION SECOND SECTION, KENDALL COUNTY, TEXAS INTO LOTS 1B AND 1C, LINDNER'S ADDITION SECOND SECTION, KENDALL COUNTY, TEXAS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS ____ DAY OF _____ A.D. 2023.

COUNTY JUDGE

COMMISSIONER PRECINCT NO.1

COMMISSIONER PRECINCT NO.2

COMMISSIONER PRECINCT NO.3

COMMISSIONER PRECINCT NO.4

STATE OF TEXAS
COUNTY OF KENDALL

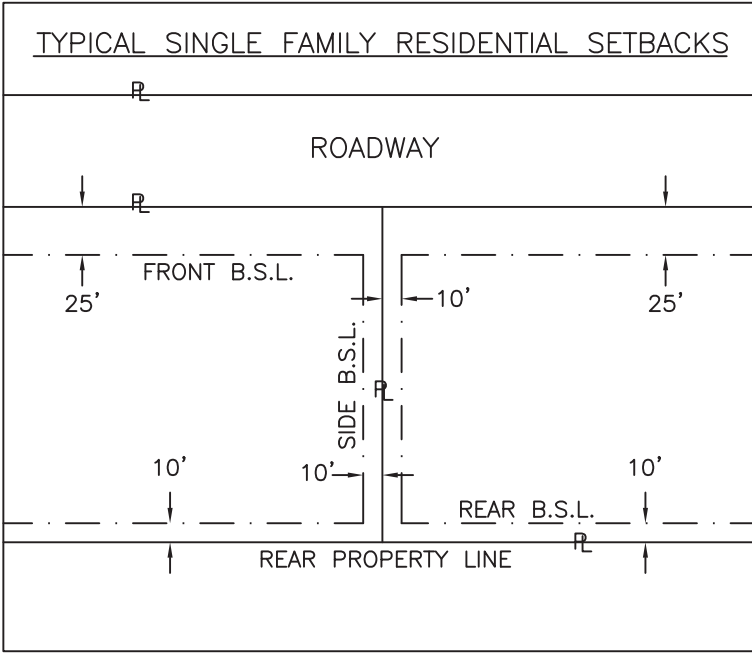
THE OWNERS OF THE LAND IDENTIFIED BY THE LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT, AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR TROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAIN EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

APRIL BERRY MASSEY
201 AMBER DR.
COMFORT, TX 78013

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, APRIL BERRY MASSEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY 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 ____ DAY OF _____, A.D., 2023.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



STATE OF TEXAS
COUNTY OF KENDALL

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING WITH THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY










OF _____ A.D. 2023 AT _____ M. IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN DOCUMENT NO. _____, KENDALL COUNTY OFFICIAL RECORDS.

IN TESTIMONY, WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ____ DAY OF _____ A.D. 2023.

COUNTY CLERK
KENDALL COUNTY, TEXAS

BY: _____
DEPUTY

	WATER METER
	WATER VALVE
	ELECTRIC METER
	GAS METER
	CLEANOUT
	POWER POLE
	OVERHEAD UTILITIES
	WIRE FENCELINE
	CHAINLINK FENCELINE

LINDNER'S ADDITION
SECOND SECTION
VOLUME 82 PAGE 227
DEED RECORDS

SPECIAL FLOOD HAZARD AREA
ZONE AE AS SHOWN ON
NATIONAL FLOOD INSURANCE
RATE MAP NO. 48259C0235F
DATED DECEMBER 17, 2010

SCALE: 1" = 20'

PART OF OUTLOT 21

TOWN OF COMFORT
VOLUME 56 PAGE 182A
DEED RECORDS

OWNER: RIVERFRONT RESORT, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
VOLUME 532 PAGES 392-393
OFFICIAL RECORDS - 3.581 ACRES
UN-PLATTED

OWNER: APRIL BERRY MASSEY
DOCUMENT NO. 2022-368878
OFFICIAL RECORDS - 0.430 ACRES










LIMITS OF REGULATORY
FLOODWAY AS SHOWN ON
NATIONAL FLOOD INSURANCE
RATE MAP NO. 48259C0235F
DATED DECEMBER 17, 2010

HIGH STREET

CROSS SECTION 1419 AS SHOWN
ON NATIONAL FLOOD INSURANCE
RATE MAP NO. 48259C0235F
DATED DECEMBER 17, 2010

EXISTING PLAT OF:

PART OF LOT 1, LINDNER'S ADDITION SECOND SECTION AS
RECORDED IN VOLUME 82, PAGE 227, DEED RECORDS,
KENDALL COUNTY, TEXAS AND ALSO BEING THAT CERTAIN
0.430 ACRE TRACT RECORDED IN DOCUMENT NO. 368878,
OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.

	WATER METER
	WATER VALVE
	ELECTRIC METER
	GAS METER
	CLEANOUT
	POWER POLE
	OVERHEAD UTILITIES
	WIRE FENCE LINE
	CHAINLINK FENCE LINE

LINDNER'S ADDITION
SECOND SECTION
VOLUME 82 PAGE 227
DEED RECORDS

SPECIAL FLOOD HAZARD AREA
ZONE AE AS SHOWN ON
NATIONAL FLOOD INSURANCE
RATE MAP NO. 48259C0235F
DATED DECEMBER 17, 2010

SCALE: 1" = 20'

PART OF OUTLOT 21

TOWN OF COMFORT
VOLUME 56 PAGE 182A
DEED RECORDS

OWNER: RIVERFRONT RESORT, L.L.C.,
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VOLUME 532 PAGES 392-393
OFFICIAL RECORDS - 3.581 ACRES
UN-PLATTED

10' B.U.
LOT 1C
0.199 ACRES
(0.000 ACRES NET)
 (SEE NOTE 9)
 BASE FLOOD
 ELEVATION: 1415.9
 (SEE NOTE 10)

LOT 1B
 0.231 ACRES
 (0.000 ACRES NET)
 (SEE NOTE 9)
 BASE FLOOD ELEVATION: 14
 (SEE NOTE 10)

LIMITS OF REGULATORY
FLOODWAY AS SHOWN ON
NATIONAL FLOOD INSURANCE
RATE MAP NO. 48259C0235F
DATED DECEMBER 17, 2010

HIGH STREET

SHOWN AS 1416
INSURANCE FLOOD SECTION
48259C235F
CROSS NATIONAL NO.
ON RATE MAY 17, 2010
DATED DECEMBER

AMENDING PLAT ESTABLISHING

LOT 1B, CONTAINING 0.231 ACRES AND LOT 1C
CONTAINING 0.199 ACRES, LINDNER'S ADDITION
SECOND SECTION, KENDALL COUNTY, TEXAS.



Commissioners Court Agenda Request Form

Commissioners Court Date:

July 10, 2023

SUBJECT: Enter a brief description of the agenda request.

Action resulting from Executive Session deliberations

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?

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.*

Action resulting from Executive Session deliberations

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

Take any necessary action required after Executive Session deliberations

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

Kendall County

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".

none