



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of the Minutes for March 11, 18, and 21, 2019.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/25/2019</b> <b>OPEN SESSION</b>			
<b>SUBJECT</b>	Service awards February & March 2019		
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer		
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220		
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes		
<b>WORDING OF AGENDA ITEM</b>	Travis Haecker                      Sheriff Office                      5 Years Cody Neal                              Sheriff Office                      10 Years		
<b>REASON FOR AGENDA ITEM</b>	Recognize County employees for their service to the county		
<b>IS THERE DOCUMENTATION</b>	No		
<b>WHO WILL THIS AFFECT?</b>	Countywide		
<b>ADDITIONAL INFORMATION</b>	None		



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/25/2019</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2019 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of amending the FY2019 budget through regular budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Any department needing a budget adjustment
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: MARCH 25, 2019

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

COUNTY JUDGE:

10-400-54800	BONDS	+	71
10-400-53100	OFFICE SUPPLIES	-	71

INFORMATION TECHNOLOGY:

10-415-54523	SOFTWARE MAINTENANCE	+	3,000
10-415-53330	OPERATING	-	3,000

WARING VOLUNTEER FIRE DEPT:

10-549-53330	OPERATING	+	900
10-549-54050	MEDICAL-OTHER	-	900

DEVELOPMENT MANAGEMENT:

10-590-54540	VEHICLE - REPAIR & MAINT	+	1,900
10-409-54820	PROPERTY & LIAB INSURANCE	-	1,900



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Accept Donations
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
<b>REASON FOR AGENDA ITEM</b>	Accept donations received in January
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	County Wide
<b>ADDITIONAL INFORMATION</b>	None

Kendall County, Texas  
Donation List for Commissioners Court March 11, 2019

*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 February 1, 2019 to February 28, 2019.

**Monetary Donations:**

<b><u>Date</u></b>	<b><u>Amount</u></b>	<b><u>Received From</u></b>	<b><u>Description of Donation</u></b>	<b><u>Specific Department or Purpose</u></b>
02/06/19	\$ 150.00	Bubba Riggs	Cash	Animal Shelter
02/06/19	\$ 63.60	Unity Church of Boerne	Cash	Animal Shelter
02/09/19	\$ 35.00	John Brumit	Credit Card	Animal Shelter
02/12/19	\$ 5.00	Michael Mains	Cash	Animal Shelter
02/12/19	\$ 3,030.50	Boerne EMS Assoc.	Check	EMS Memorial
02/15/19	\$ 100.00	Anonymous	Cash	Animal Shelter
02/16/19	\$ 15.00	Allen Hoover	Cash	Animal Shelter
02/20/19	\$ 5.00	Casey Colston	Credit Card	Animal Shelter
02/23/19	\$ 50.00	Peggy Bowie	Cash	Animal Shelter
02/28/19	\$ 5.00	Chance Lesturgeon	Credit Card	Animal Shelter

**Other Donations:**

<b><u>Date</u></b>	<b><u>Received From</u></b>	<b><u>Description of Donation</u></b>	<b><u>Specific Department or Purpose</u></b>
02/21/19	Darla Smith	3 Boxes of Cat Litter, Trash Bags, Used Blankets, Towels, Rugs	Animal Shelter



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Monthly Reports - Fee Offices
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Fees of Office Report for February 2019.
<b>REASON FOR AGENDA ITEM</b>	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Departments who submit a monthly report to the County Auditor's Office.
<b>ADDITIONAL INFORMATION</b>	None



## FEES OF OFFICE REPORT FY 2019

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$2,735.00	\$3,153.00	\$2,350.00	\$3,174.54	\$2,452.22								\$13,864.76
Brush Site	\$1,787.00	\$2,923.00	\$2,244.00	\$2,476.00	\$2,571.00								\$12,001.00
Constable 1													\$0.00
Constable 2	\$275.00	\$150.00	\$60.00	\$75.00	\$0.00								\$560.00
Constable 3	\$225.00	\$0.00	\$350.00	\$150.00	\$275.00								\$1,000.00
Constable 4	\$500.00	\$75.00	\$0.00	\$200.00	\$900.00								\$1,675.00
Criminal District Attorney	\$0.00	\$0.00	\$400.00	\$1,019.00	\$500.00								\$1,919.00
Elections-Public Info Fees	\$44.40	\$5.00	\$193.60	\$54.00	\$15.00								\$312.00
Fire Marshal	\$1,741.00	\$500.00	\$5,090.00	\$3,799.00	\$10,383.00								\$21,513.00
Health Inspector	\$965.00	\$3,340.00	\$25,070.00	\$21,025.00	\$870.00								\$51,270.00
Parks	\$430.00	\$1,000.00	\$2,800.00	\$4,960.00	\$6,790.00								\$15,980.00
Recycling	\$0.00	\$1,302.80	\$638.40	\$1,283.80	\$0.00								\$3,225.00
Sheriff's Office	\$2,135.90	\$770.00	\$793.00	\$900.00	\$1,856.00								\$6,454.90
Solid Waste-Boerne	\$11,133.00	\$10,772.00	\$11,682.00	\$11,128.00	\$9,861.00								\$54,576.00
Solid Waste-Comfort	\$772.00	\$650.00	\$715.00	\$847.00	\$911.00								\$3,895.00
Treasurer	\$45.20	\$70.50	\$0.00	\$3.80	\$30.00								\$149.50
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Clk-Fees of Ofc	\$43,490.87	\$40,062.75	\$33,967.25	\$45,140.05	\$37,755.80								\$200,416.72
County Clk-Criminal	\$6,017.40	\$10,534.00	\$10,381.00	\$6,224.50	\$12,524.50								\$45,681.40
County Clk-Prob Fees	\$3,219.00	\$1,667.00	\$1,772.00	\$2,784.00	\$2,476.00								\$11,918.00
Development Mgt.	\$9,485.20	\$6,650.20	\$5,656.40	\$17,865.00	\$14,325.20								\$53,982.00
District Clerk-Civil	\$17,235.06	\$14,849.95	\$9,470.80	\$12,800.01	\$13,437.10								\$67,792.92
District Clerk-Criminal	\$4,542.36	\$4,475.82	\$4,982.40	\$3,885.06	\$3,293.64								\$21,179.28
JP 1	\$11,218.28	\$11,551.03	\$13,209.25	\$16,643.45	\$9,736.83								\$62,358.84
JP 2	\$7,919.16	\$5,356.10	\$7,060.41	\$9,334.53	\$7,782.09								\$37,452.29
JP 3	\$16,820.19	\$11,464.52	\$6,505.14	\$18,659.81	\$13,675.45								\$67,125.11
JP 4	\$26,526.92	\$22,013.51	\$21,833.26	\$28,136.14	\$23,789.93								\$122,299.76
Tax Assessor	\$104,023.35	\$96,730.37	\$95,127.44	\$437,215.55									\$733,096.71
<b>TOTAL</b>	<b>\$273,286.29</b>	<b>\$250,066.55</b>	<b>\$262,351.35</b>	<b>\$649,783.24</b>	<b>\$176,210.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,611,698.19</b>
<i>FY '18 Totals for Comparison</i>	<i>\$275,686.99</i>	<i>\$267,251.26</i>	<i>\$275,106.57</i>	<i>\$622,205.22</i>	<i>\$307,387.64</i>	<i>\$1,776,932.55</i>	<i>\$337,703.11</i>	<i>\$324,471.29</i>	<i>\$306,291.53</i>	<i>\$318,815.50</i>	<i>\$324,286.85</i>	<i>\$269,113.05</i>	



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Sales Tax Report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Treasurer's office Sheryl D'Spain
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of Sales Tax report
<b>REASON FOR AGENDA ITEM</b>	To report on the portion of sales tax reimbursed from the State Comptroller's office.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County Website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**Sheryl D'Spain**

Kendall County Treasurer

201 E. San Antonio, Suite 302 • Boerne, TX. 78006

830-249-9343 ext. 220 • Fax 830-249-9340

sheryl.dspain@co.kendall.tx.us

March 25, 2019

TO: Honorable Darrel Lux, County Judge  
Honorable Christina Bergmann, Commissioner, Pct. 1  
Honorable Richard Elkins, Commissioner, Pct. 2  
Honorable Richard Chapman, Commissioner, Pct. 3  
Honorable Don Durden, Commissioner, Pct. 4

RE: Comparison report for the collection of sales tax in Kendall County

In March, Kendall County received collections of \$ 293,395.43 for the month of January 2019. This figure is up 15.65 from January collections the previous year. Our year-to-date collections are \$ 922,985.27 an increase of 7.83 % from last year.

A handwritten signature in cursive script that reads "Sheryl D'Spain".

Sheryl D'Spain  
Treasurer

# Sales Tax Report 2019

Sales tax collection for month	Month collection received	Sales Tax Collection 2018	Sales Tax Collection 2019	% change from 2018	% change from previous month collection	2018 sales tax collections year to date	2019 sales tax collections year to date	% change from 2018
Nov-18	Jan-19	276,348.08	272,130.00	-1.53%	-9.26%	276,348.08	272,130.00	-1.53%
Dec-18	Feb-19	325,797.63	357,359.84	9.69%	31.32%	602,145.71	629,489.84	4.54%
Jan-19	Mar-19	253,698.62	293,395.43	15.65%	-17.90%	855,844.33	922,885.27	7.83%
Feb-19	Apr-19	243,636.23				1,099,480.56		
Mar-19	May-19	321,232.71				1,420,713.27		
Apr-19	Jun-19	267,805.65				1,841,888.87		
May-19	Jul-19	301,129.80				1,989,648.72		
Jun-19	Aug-19	317,505.07				2,307,153.79		
Jul-19	Sep-19	284,367.06				2,591,520.85		
Aug-19	Oct-19	268,660.21				2,860,181.06		
Sep-19	Nov-19	312,138.44				3,172,319.50		
Oct-19	Dec-19	299,903.30				3,472,222.80		

## Total Sales Tax Revenue in Previous Years

Year	Total Collections	% change from previous year
2018	\$3,472,222.80	7.77%
2017	\$3,221,902.66	2.65%
2016	\$3,138,814.44	7%

\*\*covering payments from Nov 2018-Oct 2019



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Cash Summary at Frost Bank January 2019
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary at Frost Bank January 2019
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK**

Month ending January 31, 2019

	<b>Beg Balance</b>	<b>Receipts</b> (includes Journal Entries and Transfers In)	<b>Disbursements</b> (includes Journal Entries and Transfers Out)	<b>Ending Balance</b>
10-General Fund	\$ 893,477.78	\$ 2,382,471.39	\$ 2,540,400.42	\$ 735,548.75
11-Road & Bridge	\$ 277,477.06	\$ 58,007.87	\$ 178,367.41	\$ 157,117.52
13-Courthouse Security	\$ 38,861.87	\$ 1,674.24	\$ 896.06	\$ 39,640.05
15-Lateral Road & Bridge	\$ 78,580.50	\$ -	\$ 8,046.90	\$ 70,533.60
16-Court Reporter Service	\$ 8,904.54	\$ 510.00	\$ 3,569.91	\$ 5,844.63
17-Attorney-Hot Check	\$ 2,311.25	\$ -	\$ 47.99	\$ 2,263.26
19-Records Mgmt (County Clerk)	\$ 31,372.17	\$ 6,625.00	\$ 8,433.92	\$ 29,563.25
20-Law Library	\$ 42,869.24	\$ 1,190.00	\$ -	\$ 44,059.24
21-Justice Court Technology	\$ 43,199.83	\$ 1,040.62	\$ -	\$ 44,240.45
22-Justice Court Building Security	\$ 32,464.16	\$ 260.59	\$ -	\$ 32,724.75
23-County & District Technology	\$ 15,686.90	\$ 182.03	\$ -	\$ 15,868.93
24-Alternative Dispute Resolution	\$ 1,817.60	\$ 610.00	\$ 2,427.60	\$ -
25-District Clerk Records Mgmt	\$ 25,993.67	\$ 975.79	\$ 4,784.00	\$ 22,185.46
26-County Clerk Rec. Archive Fund	\$ 26,456.90	\$ 6,560.00	\$ 358.47	\$ 32,658.43
27-Vital Statistics Records	\$ 737.00	\$ 24.00	\$ -	\$ 761.00
28-Pre-Trial Intervention	\$ 41,633.93	\$ 2,731.00	\$ 1,876.13	\$ 42,488.80
29-LEOSE Training	\$ 42,667.29	\$ -	\$ 649.42	\$ 42,017.87
33-Juv Probation-State Grant	\$ 20,428.92	\$ 17,912.00	\$ 12,445.40	\$ 25,895.52
34-Juv Probation Title IV E	\$ 14,643.37	\$ -	\$ 35.66	\$ 14,607.71
35-Juvenile Probation	\$ (52,500.15)	\$ 90.00	\$ 40,031.39	\$ (92,441.54)
41-MVDIT Interest	\$ 5,002.32	\$ 670.90	\$ -	\$ 5,673.22
42-Election Services Contract Fund	\$ 57,689.49	\$ -	\$ -	\$ 57,689.49
43-Fire Inspection & Permit Fund	\$ 37,249.57	\$ 2,517.00	\$ 223.50	\$ 39,543.07
50-Crime Victims Grant	\$ (42,162.77)	\$ 35,677.26	\$ 11,433.28	\$ (17,918.79)
51-VAWA Grant	\$ (24,404.60)	\$ 17,665.60	\$ 8,260.19	\$ (14,999.19)
80-Tobacco Settlement	\$ 73,250.58	\$ -	\$ 3,234.38	\$ 70,016.20
81-Historical Commission	\$ 10,719.35	\$ -	\$ -	\$ 10,719.35
82-County Donations	\$ 83,208.35	\$ 4,670.00	\$ 2,804.47	\$ 85,073.88
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 237,129.24	\$ 43,923.25	\$ 108,188.60	\$ 172,863.89

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING January 31, 2019

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen *	\$ 14,355.51	\$ 46,320.70	\$ -	\$ 60,676.21
63-Series 2013 UnLimited Tax Road Bond *	\$ 57,825.88	\$ 48,429.84	\$ -	\$ 106,255.72
64-Series 2014 Limited Tax Refunding *	\$ 49,895.65	\$ 112,120.54	\$ -	\$ 162,016.19
65-Series 2016 Limited Tax Gen.Oblig.Bond *	\$ 100,264.50	\$ 120,286.60	\$ -	\$ 220,551.10
72-Law Enforcement Center Project	\$ 764,223.15	\$ 862.09	\$ 397,647.75	\$ 367,437.49
85-Local S.O. Forfeiture	\$ 14,084.52	\$ 22.39	\$ 1,873.13	\$ 12,233.78
87-Federal S.O. Forfeiture	\$ 1,326.25	\$ 1.89	\$ 1,230.08	\$ 98.06
88-CDA Asset Forfeiture	\$ 12,485.54	\$ 20.19	\$ -	\$ 12,505.73
90-Trust Account	\$ 11,270.58	\$ 21.21	\$ -	\$ 11,291.79
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85
	\$ 1,025,812.43	\$ 328,085.45	\$ 400,750.96	\$ 953,146.92

Examined and Approved by Auditor's office

*Corinna Speer, Auditor*

Date 3-15-19



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Street Closure for the Waring Volunteer Fire Department Dance
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Pct 4 Joe Paolilli, Waring VFD Fire Chief
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve closing the street in front of the Waring Volunteer Fire Department (block of 7 - 11 Waring Road) on May 11, 2019 from 4:00 p.m. until midnight for the fire department's dance.
<b>REASON FOR AGENDA ITEM</b>	To close the street in front of the firehouse for the Waring VFD dance on May 11th. The firehouse is the only building on the block so no one loses access to their home.
<b>WHO WILL THIS AFFECT?</b>	Anyone traveling the block of 7-11 Waring Road
<b>ADDITIONAL INFORMATION</b>	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code)
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief - FM 473 / Maxie & Donna Jonas
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from the platting requirements and road frontage in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create five tracts ranging from (+/-) 6 acres to (+/-) 25 acres from a parent tract of (+/-) 235 acres. The proposed tracts will be accessed over multiple 30-ft wide private easements to FM 473 (Maxie and Donna Jonas).
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - FM 473 / Maxie & Donna Jonas
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None

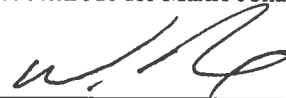
## REQUEST FOR RELIEF (Variance)

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

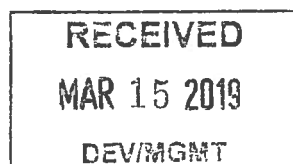
1. Date: March 15, 2019
2. Location of Property: F.M. 473
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Maxie and Donna Jonas
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage – Section No. 300.1100
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.  
  
All of the subject tracts do not have road frontage and will be accessed by multiple private easements
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
All of the subject tracts do not have road frontage and will be accessed by multiple private easements
  - 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



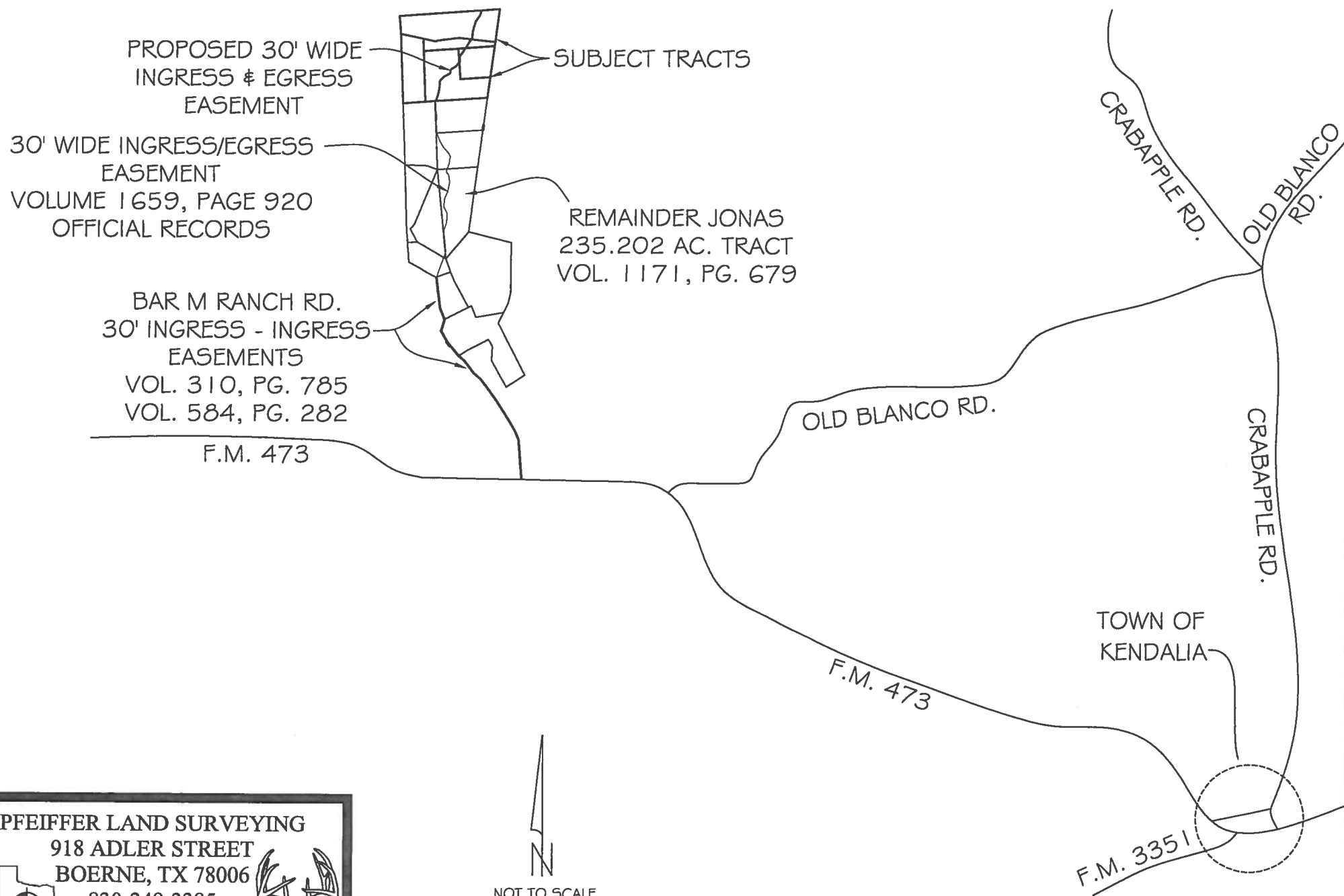
Wes Rexrode for Maxie Jonas



Wes Rexrode for Donna Jonas



# LOCATION MAP



PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

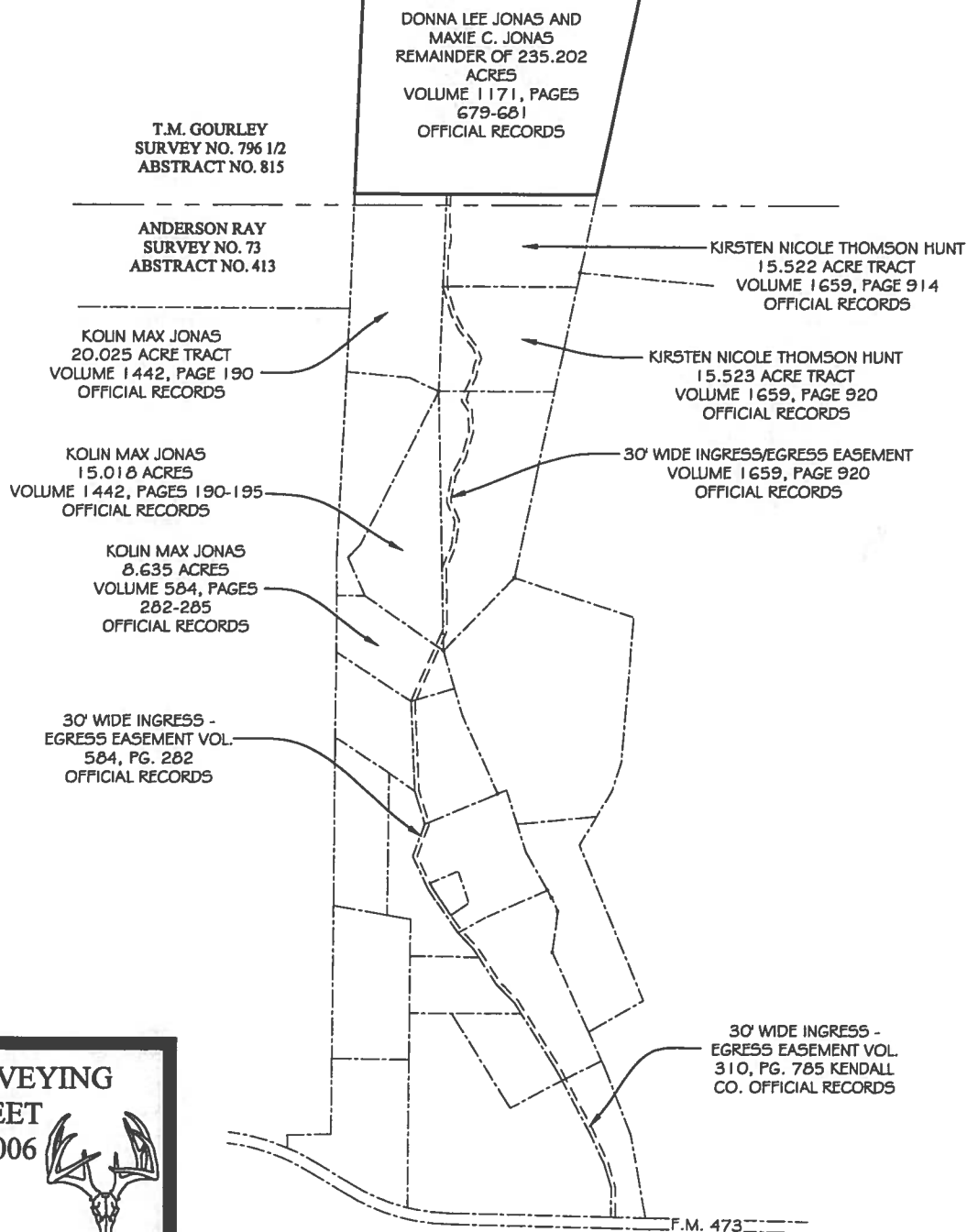
FIRM NO. 10193761



EXISTING



NOT TO SCALE



PFEIFFER LAND SURVEYING  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385



FIRM NO. 10193761



# PROPOSED



NOT TO SCALE

TO BE COMBINED WITH THE  
20.025 ACRE TRACT

T.M. GOURLEY  
SURVEY NO. 796 1/2  
ABSTRACT NO. 815

ANDERSON RAY  
SURVEY NO. 73  
ABSTRACT NO. 413

KOLIN MAX JONAS  
20.025 ACRE TRACT  
VOLUME 1442, PAGE 190  
OFFICIAL RECORDS

KOLIN MAX JONAS  
15.018 ACRES  
VOLUME 1442, PAGES 190-195  
OFFICIAL RECORDS

KOLIN MAX JONAS  
8.635 ACRES  
VOLUME 584, PAGES  
282-285  
OFFICIAL RECORDS

30' WIDE INGRESS -  
EGRESS EASEMENT VOL.  
584, PG. 282  
OFFICIAL RECORDS

PROPOSED  
25.093 ACRE  
TRACT

PROP. 6.027  
ACRE TRACT

PROP.  
14.439  
ACRE  
TRACT

PROPOSED  
9.953 ACRE  
TRACT

PROPOSED  
23.379 ACRE  
TRACT

PROPOSED 30' WIDE  
INGRESS & EGRESS  
EASEMENT

KIRSTEN NICOLE THOMSON HUNT  
15.522 ACRE TRACT  
VOLUME 1659, PAGE 914  
OFFICIAL RECORDS

KIRSTEN NICOLE THOMSON HUNT  
15.523 ACRE TRACT  
VOLUME 1659, PAGE 920  
OFFICIAL RECORDS

30' WIDE INGRESS/EGRESS EASEMENT  
VOLUME 1659, PAGE 920  
OFFICIAL RECORDS

DONNA LEE JONAS AND MAXIE C. JONAS  
REMAINDER OF 235.202 ACRES  
VOLUME 1171, PAGES 679-681  
OFFICIAL RECORDS

30' WIDE INGRESS -  
EGRESS EASEMENT VOL.  
310, PG. 785 KENDALL  
CO. OFFICIAL RECORDS

F.M. 473

PFEIFFER LAND SURVEYING  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385



FIRM NO. 10193761





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief - FM474 / Lucille Pryor
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from the platting requirements and road frontage in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create a tract of 6.00 acres and a tract of 7.01 acres out of a 13.01 acre parent tract. Access to the proposed tracts would be over a 60-foot-wide road easement to FM 474. A public hearing was held on March 11, 2019 (Lucille Pryor).
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - FM474 / Lucille Pryor
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None

**REQUEST FOR RELIEF (Variance)**

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

1. Date 1/30/19
2. Location of Property: 8 Cedar Ridge Rd  
Boerne, TX 78006
3. Name of Development (If Applicable): Sleepy Hollow Subdivision Unit 1
4. Property Owner/Developer Name: Lucille Pryer
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
300.1100.1 (Lots must have a minimum road frontage of 250  
ft on a state hwy, county road or a road constructed to  
county specifications)
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.  
We access our property on Cedar Ridge Road  
which is an ingress/egress easement through privately  
owned property to FM 474. We have used this easement for  
many years and have a maintenance agreement in place.
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
We want to divide the property putting 7 acres in my  
daughter's name so she can build on the property.  
The division will meet the minimum lot size requirements  
as set forth in the subdivision rules and regulations  
for Kendall County.



- 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.

Lucille Page

Property Owner Signature

Lucille P. Miller

Print Owner Name

11/30/19

Date \_\_\_\_\_

Phone Number

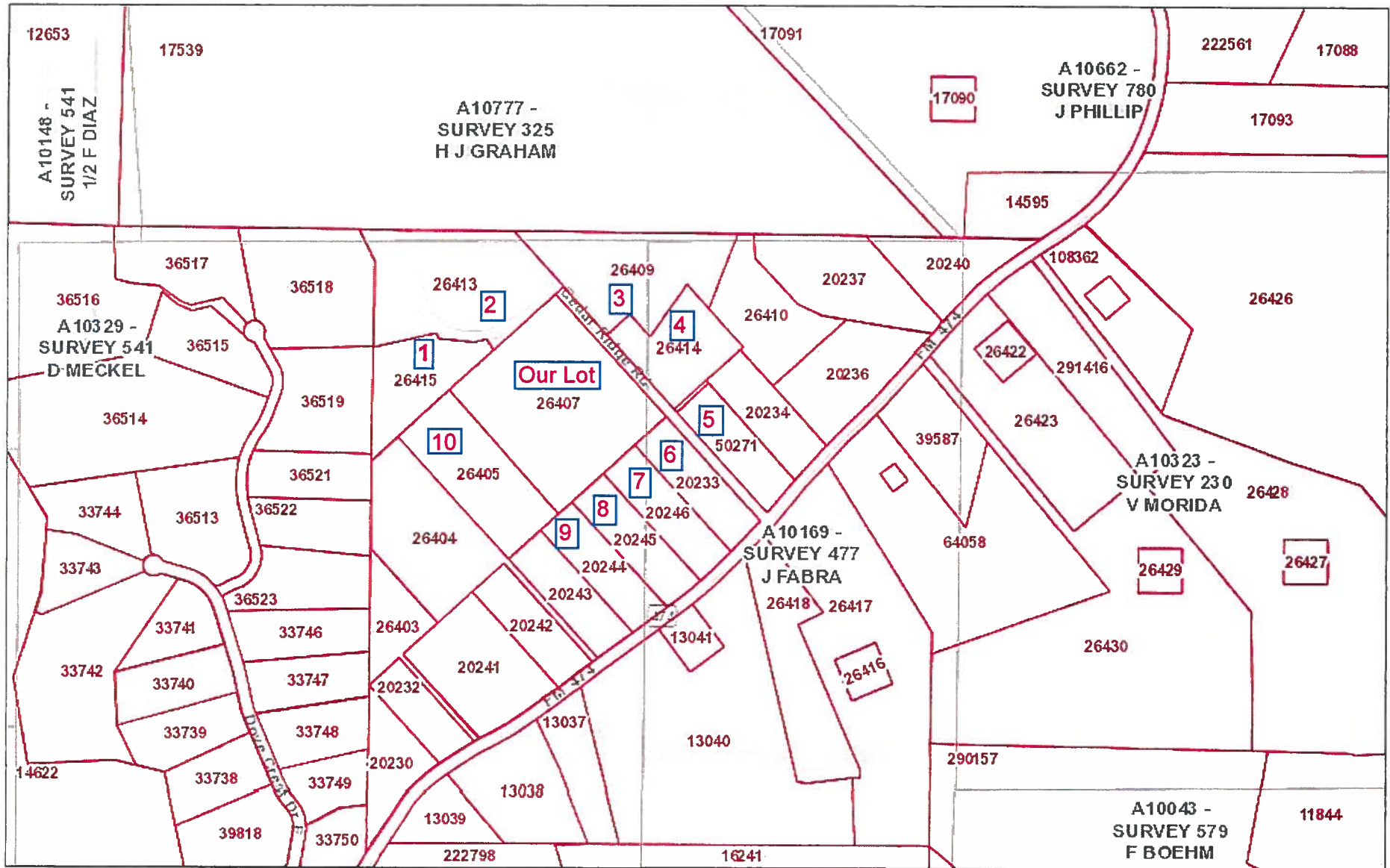
Property Owner Signature

Print Owner Name

Date \_\_\_\_\_

Phone Number

# Cedar Ridge Road

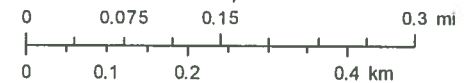


February 4, 2019

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

- Parcels
- Abstracts

1:9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Kendall Central Appraisal District, BIS Consulting - [www.bisconsultants.com](http://www.bisconsultants.com)  
Esri, HERE, Garmin, INCREMENT P, NGA, USGS | Esri, HERE |

EXISTING

LOT 5A  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

LOT 5B  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

LOT 2  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1  
13.01 ACRES

LOT 1A-1  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

EXISTING  
25' WIDE ROAD EASEMENT  
VOLUME 149 PAGE 973  
DEED RECORDS

CEDAR RIDGE ROAD

EXISTING  
50' WIDE ROAD EASEMENT  
VOLUME 149 PAGE 973  
DEED RECORDS



SCALE: 1" = 200'

LOT 10  
CEDAR HOLLOW RANCHES

LOT 9  
CEDAR HOLLOW RANCHES

LOT 8  
CEDAR HOLLOW RANCHES

LOT 7  
CEDAR HOLLOW RANCHES

PROPOSED

LOT 5A  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

LOT 5B  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

LOT 1A-1  
SLEEPY HOLLOW  
SUBDIVISION UNIT 1

PROPOSED  
LOT 2A  
6.00 ACRES

PROPOSED  
LOT 2A  
7.01 ACRES

EXISTING  
25' WIDE ROAD EASEMENT  
VOLUME 149 PAGE 973  
DEED RECORDS

PROPOSED  
50' WIDE ROAD  
EASEMENT

PROPOSED  
25' WIDE  
(ADDITIONAL)  
ROAD EASEMENT

EXISTING  
50' WIDE ROAD EASEMENT  
VOLUME 149 PAGE 973  
DEED RECORDS

CEDAR RIDGE ROAD

LOT 10  
CEDAR HOLLOW RANCHES

LOT 9  
CEDAR HOLLOW RANCHES

LOT 8  
CEDAR HOLLOW RANCHES

LOT 7  
CEDAR HOLLOW RANCHES

NORTH

SCALE: 1" = 200'



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Jail overcrowding - committee
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Elkins, Commissioner Pct 2
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on finalizing the committee that will address the issues surrounding jail overcrowding in the Kendall County Law Enforcement Center.
<b>REASON FOR AGENDA ITEM</b>	Overcrowding at the jail
<b>WHO WILL THIS AFFECT?</b>	Kendall County departments
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Service agreement with Carrier for Courthouse HVAC system
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey - Kendall County Facilities
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 380
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning a service agreement with Carrier for the service and maintenance of the HVAC system at the Kendall County Courthouse. Agreement will run from April 1, 2019 until October 1, 2020.
<b>REASON FOR AGENDA ITEM</b>	Approve a new annual service agreement
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 3/25/2019  
OPEN SESSION**

<b>SUBJECT</b>	Service maintenance agreement with Comfort-Air Engineering, Inc. for the Ring Mountain Event Center
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Parks Director
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 509
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning an inspection and maintenance contract with Comfort-Air Engineering, Inc. for the HVAC system equipment at 716 FM 289. (Ring Mountain).
<b>REASON FOR AGENDA ITEM</b>	New service agreement with Comfort-Air for the inspective and preventative maintenance of its HVAC equipment at a park location.
<b>WHO WILL THIS AFFECT?</b>	Parks Department
<b>ADDITIONAL INFORMATION</b>	Service maintenance agreement with Comfort - Air Engineering, Inc. for the periodic inspection and preventative maintenance of the Ring Mountain HVAC units. The previous agreement expired 9/30/2018 and the proposed cost and all other terms remain the same.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Purchase a zero turn mower
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Parks Director
<b>PHONE # OR EXTENSION #</b>	830.537.3470 Ext. 509
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to purchase a zero turn mower and approve budget adjustment as necessary.
<b>REASON FOR AGENDA ITEM</b>	In need of new mower due to age and condition of existing equipment.
<b>WHO WILL THIS AFFECT?</b>	Parks Department
<b>ADDITIONAL INFORMATION</b>	\$7,628.94





CE - #515-16, GM - #529-17

ZG222A-48 WEB QUOTE #1274262

Date: 3/12/2019 7:01:28 AM

— Customer Information —

VETTER, DANIEL

COUNTY OF KENDALL

daniel.vetter@co.kendall.tx.us

830-537-3470

Quote Provided By

EWALD KUBOTA, INC.

Bradley McDanel

29171 INTERSTATE 10 W

BOERNE, TX 78006

email: brad.m@ewaldkubota.com

phone: 8307555305

— Standard Features —

— Custom Options —



**Kubota**

Z200 Series

ZG222A-48

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**GASOLINE ENGINE**

Kubota KG2770-E2-M3  
Overhead Valve - air cooled  
2 Cylinders  
^ 21.1 HP @ 3600 rpm

**SAFETY EQUIPMENT**

Electric Key Shut Off  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS

**TRANSMISSION**

(2) HST w/Gear Reduction  
Brake-Wet Multi Disks  
Forward Speeds 0 - 9 mph  
Reverse Speeds 0 - 5 mph

**DIMENSIONS**

Height 69.9"  
Length 82.4"  
Width Overall 61.1"  
Wheelbase 51.0"

**STEERING / MOTION CONTROL**

(2) Hand Levers

**OPERATING FEATURES**

Zero Turn Radius  
Dual Element Air Filter  
Hydraulic Hands-free Deck Lift  
Hands-free Parking Brake  
Cup Holder

**POWER TAKE OFF**

Shaft Drive  
Hydraulic Independent PTO  
Clutch  
Wet Single Disk

**MOWERS**

PRO Commercial Mower Deck - 48"  
Cutting Width  
9 Gauge 6" Deep Deck Design  
1-5" Cut Height Adjustments  
1/4" Increments  
Flexible Discharge Cover  
3 Blades

**FLUID CAPACITY**

Fuel Tank 7.4 gal  
Crankcase w/ Filter 1.9 qts  
Transmission Case and Axle Gear 7.9 qts

^ Manufacturer Estimate

**TIRES AND WHEELS**

Front 13 x 5.0 - 6  
Rear 23 x 10.5 - 12

ZG222A-48 Base Price: \$8,799.00

(1) MULCHING KIT FOR 48" MOWER DECK \$299.00  
ZD3145-MULCHING KIT FOR 48" MOWER DECK

Configured Price: \$9,098.00

BUY BOARD Discount: (\$2,001.56)

SUBTOTAL: \$7,096.44

Dealer Assembly: \$42.50

Freight Cost: \$240.00

PDI: \$250.00

Total Unit Price: \$7,628.94

Quantity Ordered: 1

Final Sales Price: \$7,628.94

**Purchase Order Must Reflect  
the Final Sales Price**

To order equipment — purchase orders must be made out and returned to:

Kubota Tractor Corporation  
Attn: National Accounts  
1000 Kubota Drive  
Grapevine, TX 76051  
or email [NA.Support@kubota.com](mailto:NA.Support@kubota.com)  
or call 817-756-1171 or fax 844-582-1581

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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100-143-57-2



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Evaluation of Tyler Contract
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	CDA's Office - Nicole Bishop
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 293
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss options for Tyler Contract.
<b>REASON FOR AGENDA ITEM</b>	As the County approaches the end of 5-year contract with Tyler, consider evaluating service, support, expense and term of current contract and options. The contract will automatically renew for another 5 years if no action is taken.
<b>WHO WILL THIS AFFECT?</b>	Kendall County offices
<b>ADDITIONAL INFORMATION</b>	None

COPY

AMENDMENT

This amendment ("Amendment") is made this 31<sup>st</sup> day of December 2015 by and between Tyler Technologies, Inc. ("Tyler") and Kendall County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a certain Software as a Service and Professional Services Agreement dated November 18, 2009 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement to add Licensed Software and related implementation Professional Services;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Licensed Software detailed in the attached Schedule 1 is hereby ADDED to the Agreement as of the Effective Date of this Amendment for the Users designated therein. SaaS Fees for the Licensed Software and Users added hereby are waived until January 1, 2017 as further provided in paragraph 3 below.
2. As a result of the additional Users added hereby, Client's total resulting User count qualifies for reduced per-user rates based upon Tyler's standard pricing categories. Client's Users as existing prior to the Effective Date of this Amendment shall be subject to a monthly per-user fee of \$225 beginning on January 1, 2017 through the remainder of the Term. Schedule 1 of the Agreement is hereby amended accordingly to account for this reduction in rate.
3. SaaS Fees for the Licensed Software added hereby shall be due in advance on a quarterly basis pursuant to the Agreement commencing on January 1, 2017 through the remainder of the Term. The per-user rate reflected in the attached Schedule 1 is based upon the rate category adjustment in paragraph 2 above.
4. The Professional Services detailed on the attached Schedule 1 are hereby ADDED to the Agreement. Tyler shall invoice Client for professional services, plus allowable expenses, monthly pursuant to the Agreement.
5. Tyler hereby extends to Client a credit, to be used at Client's discretion, in the amount of \$56,671. Said credit may be applied at Client's discretion to any Tyler invoice or future purchase, regardless of Tyler product line.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Kendall County, TX

By: 

By: 

Name: JEFF PLUCKETT

Name: Darrel L. Lux

Title: PRESIDENT, C&J

Title: County Judge

Date: 12-31-15

Date: 12-28-2015

**(Schedule 1)  
Investment Summary**

Software Licenses and ASP Fee			
<b>Software Licenses</b>			
	<b>No.</b>	<b>Cost/User</b>	<b>SaaS Fee</b>
	<b>Users</b>	<b>per Month</b>	<b>(Annual)</b>
Odyssey Online - Licensed Software			
Odyssey Jail Manager (Shift Users)	22	\$112.50	\$29,700
Mugshots			\$4,920
Jail Data Export (Single Vendor)			\$820
LiveScan			\$1,230
Odyssey Attorney Manager	10	\$225.00	\$27,000
Total Users	32		
		<b>Total Annual SaaS Fee</b>	<b>\$63,670</b>
<b>Embedded Third Party Software</b>			
None			
Implementation Services			
<b>Professional Services</b>			
	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
T&M Services			
Project Management	392	\$170	\$66,640
Deployment	24	\$155	\$3,720
Setup, Configuration, and Consulting	484	\$155	\$75,020
Training and Go-Live Assistance	480	\$149	\$71,520
VINES Integration Configuration			\$3,750
		<b>Subtotal T&amp;M Services</b>	<b>\$220,650</b>
		<b>Estimated Travel Expenses</b>	<b>\$20,486</b>
		<b>Total Implementation Services</b>	<b>\$241,136</b>



## Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Kendall County (the "Client").

### Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Level

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

CLIENT

Signature: Bruce Graham

Signature: Gaylan L. Schroeder

Date: November 18, 2009

Date: November 10, 2009

Name: Bruce Graham

Name: Gaylan L. Schroeder

Title: President – Tyler Courts & Justice Solutions

Title: Kendall County Judge

Address: 6500 International Parkway, Suite 2000

Address: 201 E. San Antonio #122

Plano, Texas 75093

Boerne, TX 78006

**(Schedule 1)  
Investment Summary**

Software Licenses and ASP Fee							
Term							
Start Date: 11/9/2009 *		Term: 7 Years ending 12/31/2017					
SaaS Fee Payments		SaaS Fee Quarterly Amount					
First Quarterly payment Due January 1, 2010		\$4,725 Per Quarter Year 1					
Software Licenses							
FIRST YEAR							
Odyssey Online - Licensed Software		No. Users	Cost/User per Month	SaaS Fee (Annual)			
District Clerk (Jury)		4	\$175.00	\$8,400			
County Clerk		5	\$175.00	\$10,500			
Total Users		9					
Total Annual SaaS Fee				\$18,900			
YEARS 2 Thru 7							
	Users	Co Clrk	Dist Clrk	Co Clrk	Dist Clrk	Co. Mo.	Co. Yr
		5	4				
2	\$250.00	\$1,250	\$1,000	\$15,000	\$12,000	\$2,250	\$27,000
3	\$275.00	\$1,375	\$1,100	\$16,500	\$13,200	\$2,475	\$29,700
4	\$300.00	\$1,500	\$1,200	\$18,000	\$14,400	\$2,700	\$32,400
5	\$300.00	\$1,500	\$1,200	\$18,000	\$14,400	\$2,700	\$32,400
6	\$300.00	\$1,500	\$1,200	\$18,000	\$14,400	\$2,700	\$32,400
7	\$300.00	\$1,500	\$1,200	\$18,000	\$14,400	\$2,700	\$32,400
Total Annual Saas fees Year 2 -7			\$186,300.00				
Embedded Third Party Software							
None							
Implementation Services							
Professional Services							
T&M Services		Hours	Rate	Cost			
Project Management		162	145.00	\$23,490			
Business Review		16	130.00	\$2,080			
Configuration & Consulting		40	130.00	\$5,200			
Initial Training		80	130.00	\$10,400			
Go-Live Assistance		110	130.00	\$14,300			
Follow-up Training		40	130.00	\$5,200			
Subtotal T&M Services				\$60,670			
Estimated Travel Expenses				\$6,000			
Total Implementation Services				\$66,670			
Total SaaS Fees \$205,200							
Total Implementation Services \$66,670							
Total \$271,870							

\*Kendall County will be have resources available to meet the go-live tasks prior to January 1, 2010.



(Exhibit A)  
**General Terms and Conditions**

**1. CERTAIN DEFINITIONS**

1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.

1.9. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.10. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.11. Licensed Property means the Licensed Software and the Documentation.

1.12. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.14. Party means, individually, Tyler and Client.

1.15. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.17. Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.

1.18. T&M means time and materials.

1.19. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.20. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.21. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

1.22. Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

**2. TITLE AND LICENSE**

2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. User Licenses. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. **FEES AND INVOICING**

3.1. SaaS Fee. Tyler shall invoice Client for the SaaS Fee as set forth on the Investment Summary, and Client shall make payment in accordance with Section 3.4.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Client for professional services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4. **PROJECT IMPLEMENTATION**

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of

Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. **INSTALLATION OF THE LICENSED SOFTWARE**

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Client.

6. **VERIFICATION OF THE LICENSED SOFTWARE**

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.

6.2. Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

6.3. Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

7. **TRAINING**

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. **MAINTENANCE AND SUPPORT SERVICES**

8.1. Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software or Client's use, whichever occurs first, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

8.2. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) provide all training of its personnel extending beyond go live and the training activities set forth in section seven; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide end user workstations that conform to Tyler's minimum requirements; and (e) provide the requisite networks.

9. **TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION**

9.1. Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in



order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. Judicial Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

## 10. REPRESENTATIONS AND WARRANTIES

10.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client.

10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

10.4. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

10.5. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

10.6. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Client, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## 11. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, THE SAAS FEES PAID

BY CLIENT, IF ANY; AND (B) AFTER TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH EXHIBIT B. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS, CORRUPTION, OR MISAPPROPRIATION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Client arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Client against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Client, its agents, contractors, subcontractors, or employees.

### 12.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Client's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Client, or any third party pursuant to Client's directions, or upon the unauthorized use of the Licensed Software by Client.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Client to use the Licensed Software as intended.

## 13. TAXES

13.1. Tax Exempt Status. Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are

measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

#### 14. INSURANCE

Tyler shall provide, upon the written request of Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Client from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Client shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

#### 15. TERM, SUSPENSION, AND TERMINATION

15.1. Term. The term of this Agreement (the "Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Except as otherwise specified in the Investment Summary, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods equal to the then expiring subscription term or one year (whichever is longer), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 30 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

15.2. Early Termination by Client. This Agreement may be terminated by Client prior to the end of the then current term by Client providing Tyler with (a) thirty (30) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then current term or (ii) one year's SaaS Fees.

15.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of

termination; or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.

15.4. Effect of Termination. Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.

15.5. Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

#### 16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

#### 17. MISCELLANEOUS

17.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

17.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

17.6. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Client, without regard to or application of choice of law rules or principles.

17.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense.

17.12. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.14. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

(Exhibit B)  
**Service Level Terms and Conditions**

**1. CERTAIN DEFINITIONS**

1.1. Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

1.2. Application Availability Period has the meaning set forth in Schedule B-1.

1.3. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.6. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

1.7. Operational Maintenance Window has the meaning set forth in Schedule B-1.

1.8. Priority 1 Defect means (a) a complete application failure or application unavailability or (b) loss of multiple essential system function.

1.9. Priority 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one User or (b) loss or corruption of data.

1.10. Priority 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

1.11. Priority 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality.

1.12. Priority 5 Defect means a Priority 4 Defect with an existing Circumvention Procedure.

1.13. Priority 6 Defect means a cosmetic or other Documented Defect that does not qualify as any other Priority Defect.

1.14. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

**2. CLIENT RESPONSIBILITIES**

2.1. Documenting Defects. Client must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue that Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 5.

2.2. Training. Except as provided in Exhibit A, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

**3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT**

**3.1. Application Availability**

(a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

**3.2. Operations Support; Procedures for Reporting Downtime**

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure during after normal business hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

**3.3. Credit for Downtime**

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Tyler shall issue a credit towards the next quarterly payment as follows:

(i) Tyler shall issue a Downtime credit towards the next quarterly payment in proportion to the percentage of Application availability downtime incurred.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

**TYLER RESPONSIBILITIES – HELP DESK**

Tyler shall provide Client with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for general application assistance.

**4. TYLER RESPONSIBILITIES – DOCUMENTED DEFECTS**

**4.1. General Services for Reporting Documented Defects**

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect,

and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

4.2. Priority 1 Defects. Tyler shall provide an initial response to Priority 1 Defects within two (2) hours of receipt of the Documented Defect. Tyler shall use its commercially reasonable efforts to resolve such Documented Defect within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

4.3. Priority 2 Defects. Tyler shall provide an initial response to Priority 2 Defects within four (4) hours of receipt of the Documented Defect. Tyler shall use its commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

4.4. Priority 3 Defects. Tyler shall provide an initial response to Priority 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within twenty-five(25) Business Days. Tyler's responsibility for lost or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

4.5. Priority 4 Defects. Tyler shall provide an initial response to Priority 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect within the next Version Release.

4.6. Priority 5 Defects. Tyler shall provide an initial response to Priority 5 Defects within two (2) Business Days. Tyler shall include correcting software with a future Version Release.

4.7. Priority 6 Defects. Tyler shall provide an initial response to Priority 6 Defects within two (2) Business Days. Tyler shall include correcting software with a future Version Release.

## 5. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

## 6. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a software as a service agreement.

## 7. THIRD PERSON SOFTWARE

7.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

7.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

7.3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

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**Application Availability Period Service Levels**

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday  Total of 166 hours per week.
Operational Maintenance Window	<p>The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period.</p> <p>The Application maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth.</p> <p>If an Odyssey application hot fix must be performed outside the Application maintenance period and impacts application availability, Tyler will provide 24-hour notice to the Client.</p>	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	<p>Nightly backups of the following files will be completed: production databases, images, forms, and other documents.</p> <p>Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents.</p> <p>Back-up media will be cycled off-site nightly to a fireproof vault.</p> <p>Nightly backups are stored offsite.</p>	Nightly



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Property and Liability Insurance
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to renew our Property and Liability Insurance coverages with Texas Association of Counties.
<b>REASON FOR AGENDA ITEM</b>	To renew our coverage
<b>WHO WILL THIS AFFECT?</b>	County Wide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Surplus and Salvage Property, County Auction
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to declare items as surplus and salvage property and to proceed with disposition through an online county auction.
<b>REASON FOR AGENDA ITEM</b>	Items need to be sold in the auction as they are no longer useful for the County.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



Asset ID #	Description	Department	Serial Number / Other
1032	1996 Ford AM- Unit 279	EMS	1FDK37F6TEB75956
1708	2004 CHEVY 2500HD- Unit 17	R&B	1GCH24U34E322627/ White
3203	2004 FORD F150 - Unit 101	R&B	1FTNW20L84EB72490/ Grey
2534	2006 Ford Explorer- Unit 2611	Sheriff's Office/Jail	1FMEU73E76UB05917
4394	2007 Ford Crown Victoria-Unit 2711	Sheriff's Office/Jail	1FAHP24127G128910
2908	2008 Ford F150 PK- Unit 116	Development Mgnt	1FTRX12W18FA87068
2701	2008 FORD F250- Unit 59	R&B	1FTNF20548EB94803/ White
3086	2008 FORD F350- Unit 63	R&B	1FTWW30538EC06787/ White
3301	2009 Chevy 3500 - Unit 281	EMS	1GBJC84609E156326
3146	2009 FORD F150- Unit 2902	Sheriff's Office/Jail	1FTRW128XFA65088
931	8yd Dump Truck	Parks	1HTSCPEN6PH524412/ White & Green
4618	AED	Sheriff's Office/Jail	30252538/ Medtronic Lifepak 500 Yello
1591	AED	Sheriff's Office/Jail	14268342
3866	Apple iPad	Sheriff's Office/Jail	DLXFN1SJDJHH/Apple A1397/ Silver
1642	Backhoe Attachment	R&B	270010215/Bobcat 709 Backhoe / White
2289	Chair/wheels-gray tweed -	Development Mgnt	
3514	Chip Reader	Animal Control	NR 02H3105455
222	Conference Table	Development Mgnt	
221	Conference Table	Development Mgnt	
2579	Control Panel	Sheriff's Office/Jail	
1853	Credenza	Development Mgnt	
3152	Crown Victoria 2009 FORD - Unit 2906	Sheriff's Office/Jail	2FAHP71V39X112183
3153	Crown Victoria 2009 FORD - Unit 2907	Sheriff's Office/Jail	2FAHP71V09X112190/ White
3335	Crown Victoria 2010 FORD - Unit 1002	Sheriff's Office/Jail	2FABP7BC4AX119250
3151	Crown Victoria 2905 FORD- Unit 2905	Sheriff's Office/Jail	2FAHP71V19X112182/ White
2970	Crown Victoria FORD -Unit 2805	Fire Marshal	2FAFA71VX8X151343
2972	Crown Victoria FORD -Unit 2806	Sheriff's Office/Jail	2FAFP71V68X151341
3336	Crown Victoria FORD- Unit 1003	Sheriff's Office/Jail	2FABP7BV6AX119251/White
2971	Crown Victoria Unit- 2803	Sheriff's Office/Jail	2FAFP71V48X151340
3293	Decatur Genesis Select II Radar	Sheriff's Office/Jail	DP013158/Black
3183	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S23596
3008	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2521510/Black
3005	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S21486/Black
3000	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S-21478/Black
2531	Decatur Genesis Select II Radar	Sheriff's Office/Jail	
2528	Decatur Genesis Select II Radar	Sheriff's Office/Jail	Black
2524	Decatur Genesis Select II Radar	Sheriff's Office/Jail	Black
2312	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S16594
2310	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S18600
1971	Decatur Genesis Select II Radar	Sheriff's Office/Jail	G2S15545
3159	Decatur Genesis Select II Radar -Unit 2905	Sheriff's Office/Jail	G2S-23593/ Black
3162	Decatur Genesis Select II Radar -Unit 2906	Sheriff's Office/Jail	Decatur/Black
1967	Decatur Genesis Select II Radar -Unit 2907	Sheriff's Office/Jail	G2S18953/Black
4599	Dell OptiPlex Computer	EMS/Comfort	2JY2GZ1/ OptiPlex 3020/ Black
2823	Dell PC Inspiron	Ext/ Juvenile Prob.	11092137949
1852	Desk	Development Mgnt	
2339	Desk Visitor Work Area	Development Mgnt	
2842	Emerson 32 Box TV	CDA	T27521037
469	File Cabinet	Development Mgnt	
No Asset Id	Ford Pickup F450 Super duty- Unit #Air66	R&B	1FDLF47M4REA41805/ Red
4280	Hewlitt Packard Pro 6300	Sheriff's Office/Jail	Hewlitt Packard/ MXL3371NVJ
4255	HP Computer	CDA	2UA3150RWS/ Micro Tower
3601	HP Computer	CDA	MXL1291Y94/ HP 8100 Elite
3071	HP Computer	CDA	2UA8431Q0Z/ DX2400 MT
4732	HP Computer	CDA	2UA529258R/ Elite Desk 800
3197	HP Computer	Extension Services	2UA9160YYG
4251	HP Computer	Sheriff's Office/Jail	MXL3241WP7/ 6300 Micro Tower
4252	HP Computer	Sheriff's Office/Jail	MXL3241WP6/6300 Micro Tower Black
3611	HP Computer Compaq	Elections	MXL1321MF3/BLACK 6000 Pro Micro Tower
3954	HP Computer Desktop	Commissioner #1	MXL2321V9Z/6300 Micro Tower
3634	HP Computer Desktop w/19' Monitor	R&B	MXL1370PGL/6200 Micro Tower
3467	HP Computer Laptop	County Judge	CNU0260SNF/ ProBook 6550b
3941	HP Computer- Microtower	District Attorney	MXL2420YNH/ HP 6300 Micro Tower
3404	HP Computer Probook 47205	Facilities Maintenance	2CE0160JJ5
3119	HP Laptop	Crime Victims	CNU8452SJB/ Compa 6830s
3215	HP Laptop	Health Inspector	CNF9303KZP/HP Touchsmart
2948	HP Laptop	Parks	CNU8160JDR/HP Compaq
3607	HP Wireless Access Point	Sheriff's Office/Jail	CN17B00029/ RSVLC-1001
2592	Ice Maker Air Cool	Sheriff's Office/Jail	

1617	Intoxilyer 300	Constable #3	Portable Breath Tester
3012	L-3 Mobile vision- Unit 2803	Sheriff's Office/Jail	L-3 / Silver Mobile Vision
3001	L-3 Mobile vision- Unit 2806	Sheriff's Office/Jail	L-3 / Silver Mobile Vision
4652	Lateral File Cabinet 5 drawer	Development Mgnt	
4653	Lateral File Cabinet 5 drawer	Development Mgnt	
4558	MDT (Mobile Data Terminal) Stand - Unit 2904	Sheriff's Office/Jail	MDT Stand
4562	MDT (Mobile Data Terminal) Stand - Unit 2905	Sheriff's Office/Jail	MDT Stand
4532	MDT Stand- Unit 1002	Sheriff's Office/Jail	Black
4546	MDT Stand- Unit 2903	Sheriff's Office/Jail	Black
4518	MDT Stand- Unit 2907	Sheriff's Office/Jail	Black
3161	Mobile Video Camera	Sheriff's Office/Jail	Mobile Vision/ Flashback II
2974	Mobile Vision mobile camera system	Sheriff's Office/Jail	120190
1777	MSA Orion Multi-Gas Deterctor	EMS/Boerne	BO-26182-E04/ MSA Orion Black
1776	MSA Orion Multi-Gas Deterctor	EMS/Boerne	BO-26172-E04/ MSA Orion Black
1775	MSA Orion Multi-Gas Deterctor	EMS/Boerne	BO-26185-E04/ MSA Orion Black
3541	Panasonic Toughbook	EMS/Boerne	OKKYA33741/ CF-31
3531	Panasonic Toughbook	Sheriff's Office/Jail	DFQX3414XB/ Black
3473	Portable Radio	Constable #2	A40118000311
3033	Printer Laserjet	Auditor	CNDY323830
3034	Printer Laserjet	HR	CNDY324140
4285	Pro One 600	Sheriff's Office/Jail	Pro One/MXL346172W
4554	Radar Stalker DSR2X	Sheriff's Office/Jail	DP004750/Stalker DSR2X Black
3077	Sentry Safe	County Treasurer	
3088	Shelving System	County Clerk	
3278	Stalker Radar	Sheriff's Office/Jail	Stalker Radar DSR2X/ DP013160
3294	Stalker Radar	Sheriff's Office/Jail	Stalker Radar DSR2X/ DP013158
2324	Stalker Radar	Sheriff's Office/Jail	DP003615
3247	Surveillance- Audio Monitors	Sheriff's Office/Jail	
4473	Ticket Printer	Sheriff's Office/Jail	ZEBRA/ RW420/ XXRCJ143600304
3349	Toshiba Phone System	Sheriff's Office/Jail	Toshiba/ CIX670
990	VHF Radio	Constable #4	Motorola/159TVLE661
3769	VHF Radio	Sheriff's Office/Jail	53530/ICOM IC-F1020
3063	VHF Radio	Sheriff's Office/Jail	5180349 ICOM IC-F121
3049	VHF Radio	Sheriff's Office/Jail	53023/ IC-F1020
3046	VHF Radio	Sheriff's Office/Jail	5119692/ ICOM IC-F121
3007	VHF Radio	Sheriff's Office/Jail	5119476/ ICOMIC-F121
3006	VHF Radio	Sheriff's Office/Jail	53528/ IC-F1020
2813	VHF Radio	Sheriff's Office/Jail	5172165/ ICOM IC-F121
2812	VHF Radio	Sheriff's Office/Jail	5172166/ ICOM IC-F121
2467	VHF Radio	Sheriff's Office/Jail	5119474/ ICOM 1C-F121
1500	VHF Radio	Sheriff's Office/Jail	53025/ ICOM IC-F1020
1475	VHF Radio	Sheriff's Office/Jail	53526/ICOM IC-F121
No Tag	VHF Radio	Sheriff's Office/Jail	5119475/ lcom IC-F121
1527	VHF Radio-Display only	Sheriff's Office/Jail	ICOM/IC-F121
4379	Watchguard	Sheriff's Office/Jail	DV10166170/Black
4436	Watchguard DV10	Sheriff's Office/Jail	DV10-167871 Black
3935	Watchguard DV10	Sheriff's Office/Jail	DV10162827/Black
3934	Watchguard DV10	Sheriff's Office/Jail	DV10163043/ Black
3774	Watchguard DV10	Sheriff's Office/Jail	DV10141525/ Black
3773	Watchguard DV10	Sheriff's Office/Jail	DV10141512 Black
3772	Watchguard DV10	Sheriff's Office/Jail	DV10141356/Black
3770	Watchguard DV10	Sheriff's Office/Jail	DV10141503/Black
3727	Watchguard DV10	Sheriff's Office/Jail	DV10152732/ Black
3724	Watchguard DV10	Sheriff's Office/Jail	DV10152723/Black
3719	Watchguard DV10	Sheriff's Office/Jail	DV10152727/Black
3933	Watchguard DV10	Sheriff's Office/Jail	DV10-163009
4555	Watchguard DV10- Unit 1002	Sheriff's Office/Jail	DV10-135841 Black
1738	Workstation 5 Piece plus 2 file	Development Mgnt	
1734	Workstation 7 Piece plus 2 file	Development Mgnt	
	Assorted Fittings, Bumpers, Lights	R&B Shop	
	Assorted Filing Cabinets		
	Scrap Metal	R&B	Scrap Metal Pile



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Bid # 2019.03
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to award the Seal Coat bid #2019.03 for Fiscal Year 2019.
<b>REASON FOR AGENDA ITEM</b>	To award the bid for Seal Coat work.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge
<b>ADDITIONAL INFORMATION</b>	None

## Seal Coat Bid # 2019-03 Pricing

Seal Coat	Clark Construction of Texas	F.N. Ploch Construction Comp.	Ronald R. Wagner & Co.
<b>One Couse Surface Treatment</b>	\$ 1,114,224.00	\$ 1,114,224.00	\$ 1,114,224.00
per sy Gr 4PD, AC-10 (Base Bid)	\$ 1.99	\$ 1.99	\$ 1.73
per sy Gr 4PD, AC-15P (Alternate)	\$ 2.20	\$ 2.18	\$ 1.95
 <b>Two Course Surface Treatment</b>	 \$ 1,291.00	 \$ 1,290.00	 \$ 1,290.00
per sy Gr 3 C, AC-10 (Base Bid)	\$ 13.00	\$ 5.00	\$ 1.73
per sy Gr 4 PD, AC-10 (Base Bid)	\$ 13.00	\$ 5.00	\$ 1.73
 per sy Gr 3 C, AC-15P (Alternate)	 \$ 15.00	 \$ 5.00	 \$ 1.95
per sy Gr 4 PD, AC-15P (Alternate)	\$ 15.00	\$ 10.00	\$ 1.95
 per sy Gr 5 PB, Repair of Bleeding (Base Bid)	 \$ 0.05	 \$ 5.00	 \$ 1.00
 if Striping	 \$ 349,008.00	 \$ 349,008.00	 \$ 349,008.00
per if, RFL PVT MRK TY(II) 4" (SLD) ( Base Bid)	\$ 0.15	\$ 0.17	\$ 0.15
 <b>Total Base Bid</b>	 <b>\$ 2,358,998.71</b>	 <b>\$ 2,289,537.12</b>	 <b>\$ 1,984,422.12</b>



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Summary of the February Road Report.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 656
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Give a summary of the road activities for February.
<b>REASON FOR AGENDA ITEM</b>	Report the progress of road work.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	County wide progress report.
<b>ADDITIONAL INFORMATION</b>	None.



# Kendall County Road & Bridge Monthly Report February 2019

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 1</b>						
<b>Maintenance</b>						
DODGE RD	23	LCRA building.	Soft Spot Repair	Temporary repair soft spot.	RD-1254-19	2/15/19
DODGE RD	34		Ditch Maintenance	Take out LCRA driveway to open ditchline.	RD-1260-19	2/19/19
DODGE RD	23		Soft Spot Repair	Repair soft spot.	RD-1261-19	2/19/19
DODGE RD	34		Soft Spot Repair	Repair soft spot.	RD-1268-19	2/20/19
JOHNS RD		@ 1.20 miles.	Ditch Maintenance	Cut out Valero driveway and set hubs for cement	RD-1298-19	2/26/19
<b>Non Road and Bridge</b>						
E SAN ANTONIO AVE	201	Courthouse.	Assist Other Agency	Remove hanging limb.	RD-1301-19	2/27/19
<b>Striping</b>						
UPPER BALCONES RD		@ 3.80 miles.	Striping	Spray white and yellow lines.	RD-1307-19	2/27/19
UPPER BALCONES RD		@ 4.00 miles.	Marking	Tab road for striping.	RD-1306-19	2/27/19
<b>Total WO's For Pct 1</b>		<b>8</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 2</b>						
<b>Brush</b>						
JACOB DR		@ 0.00 to 0.15 miles.	Right-of-Way Clearing	Cut brush overhead and remove small cedar.	RD-1175-19	2/1/19
KREUTZBERG RD		@ 3.70 to 4.00 miles.	Right-of-Way Clearing	Brush removal.	RD-1277-19	2/22/19
KREUTZBERG RD		@ 3.50 to 4.00 miles.	Right-of-Way Clearing	Cut brush.	RD-1283-19	2/25/19
OLD FREDERICKSBURG RD		@ 0.00 to 0.20 miles.	Right-of-Way Clearing	Clear overhead.	RD-1269-19	2/21/19
PLEASANT VALLEY DR N		@ 1.50 to 1.70 miles.	Right-of-Way Clearing	Cut brush.	RD-1176-19	2/1/19
<b>Contractor Work</b>						
CASCADE CAVERNS RD		#149,208,202,145.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1139-19	2/5/19
KENDALL PKWY		@ Old Fredericksburg Road.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1142-19	2/7/19
OLD FREDERICKSBURG RD		#20,17,22,29,33.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1140-19	2/5/19
OLD FREDERICKSBURG RD		#39,50.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1143-19	2/7/19
OLD FREDERICKSBURG RD		#110,107,101,35,33,34.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1141-19	2/7/19
PLEASANT VALLEY DR		#608, 104.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1224-19	2/12/19
<b>Maintenance</b>						
CASCADE CAVERNS RD		@ 1.3 miles.	Ditch Maintenance	Reshap ditch line.	RD-1275-19	2/21/19
JOE KLAR RD		@ 0.70 to 0.90 miles.	Edge of Pavement	Repair edge of road.	RD-1181-19	2/1/19
JOE KLAR RD		@ 0.90 to 1.10 miles.	Edge of Pavement	Repair edge of road.	RD-1187-19	2/4/19
JOE KLAR RD		@ 0.50 to 0.60 miles.	Edge of Pavement	Repair edge of road.	RD-1191-19	2/5/19
OLD FREDERICKSBURG RD	6		Driveway Work	Install new driveway pipe.	RD-1195-19	2/6/19
OLD FREDERICKSBURG RD	6		Driveway Work	Add more material to driveway.	RD-1200-19	2/7/19
OLD FREDERICKSBURG RD	6		Driveway Work	Cut out ditch for water flow & widen driveway.	RD-1204-19	2/8/19
OLD FREDERICKSBURG RD	11	@ 0.20 miles.	Ditch Maintenance	Reshape ditch line.	RD-1267-19	2/20/19
OLD FREDERICKSBURG RD		@ 0.00 miles.	Ditch Maintenance	Reshap ditch line.	RD-1276-19	2/21/19
OLD FREDERICKSBURG RD		@ 0.00 miles.	Ditch Maintenance	Reshap ditch line and set hubs.	RD-1280-19	2/22/19
OLD FREDERICKSBURG RD		@ 0.00 miles.	Ditch Maintenance	Reshape ditch line.	RD-1292-19	2/25/19
OLD FREDERICKSBURG RD		@ 0.00 miles.	Ditch Maintenance	Reshape ditch line.	RD-1299-19	2/26/19
OLD FREDERICKSBURG RD		@ 0.80 miles.	Road Surface	Repair soft spot.	RD-1305-19	2/27/19
OLD FREDERICKSBURG RD		@ 0.75 miles.	Ditch Maintenance	Reshape ditch line and fill in holes.	RD-1311-19	2/28/19
OLD FREDERICKSBURG RD		@ 0.05 to 0.10 miles.	Ditch Maintenance	Reshape ditch line and fill in holes.	RD-1312-19	2/28/19
RUST LN		@ 1.00 miles.	Road Surface	Add black base to edge of road.	RD-1303-19	2/27/19
<b>Non Road and Bridge</b>						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush.	RD-1183-19	2/4/19
CHARGER BLVD	202	Brush Site.	Chipping	Grind brush. 5.5 hours.	RD-1216-19	2/12/19
<b>Road Structures</b>						
RUST LN	112		Gate Work	Install new gate post.	RD-1273-19	2/21/19
RUST LN		@ 1.00 miles.	Gate Work	Install gate on new post.	RD-1304-19	2/27/19

Route	Address	Location	Activity	Details	W.O. No	Date
Total WO's For Pct 2		31				



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 3</b>						
<b>Brush</b>						
EDGE FALLS RD	334		Stump Removal	Remove stump.	RD-1282-19	2/22/19
HIDDEN LAKE DR		@ 0.00 to 0.34 miles.	Right-of-Way Clearing	Cut brush.	RD-1198-19	2/7/19
HIGHLAND WOODS		@ 0.20 to 0.85 miles.	Right-of-Way Clearing	Cut brush.	RD-1250-19	2/15/19
HIGHLAND WOODS		@ 0.30 to 0.80 miles.	Haul Brush	Haul off brush.	RD-1251-19	2/15/19
HIGHLAND WOODS		@ 0.00 to 0.30 miles.	Right-of-Way Clearing	Cut brush.	RD-1257-19	2/19/19
HIGHLAND WOODS		@ 0.00 to 0.40 miles.	Haul Brush	Haul brush.	RD-1258-19	2/19/19
MISTY TRAIL		@ 0.00 to 0.20 miles.	Right-of-Way Clearing	Cut brush.	RD-1256-19	2/19/19
MISTY TRAIL		@ 0.00 to 0.40 miles.	Right-of-Way Clearing	Cut and haul brush.	RD-1263-19	2/20/19
MOONLITE RDG		@ 0.00 to 0.30 miles.	Haul Brush	Haul brush.	RD-1245-19	2/14/19
MOONLITE RDG		@ 0.00 to 0.25 miles.	Right-of-Way Clearing	Cut brush.	RD-1244-19	2/14/19
MOUNTAIN CREEK TRAIL		@ 0.83 miles.	Grind Brush	Grind brush in the Crossing Park.	RD-1264-19	2/20/19
MOUNTAIN CREEK TRAIL		@ 0.83 miles.	Grind Brush	Grind brush in the crossing subdivision. 6 Hours.	RD-1270-19	2/21/19
MOUNTAIN VIEW TRAIL		@ 0.00 to 0.36 miles.	Haul Brush	Pick up brush.	RD-1238-19	2/13/19
MOUNTAIN VIEW TRAIL		@ 0.00 to 0.36 miles.	Right-of-Way Clearing	Cut brush.	RD-1239-19	2/13/19
MOUNTAIN VIEW TRAIL		@ 0.40 to 0.60 miles.	Right-of-Way Clearing	Cut and haul brush.	RD-1262-19	2/20/19
MOUNTAIN VIEW TRAIL		@ 0.80 miles.	Haul Brush	Clean up brush site at the Crossing.	RD-1278-19	2/22/19
OAK FOREST DR		@ 0.00 to 0.20 miles.	Right-of-Way Clearing	Cut brush.	RD-1215-19	2/12/19
OAK FOREST DR		@ 0.20 to 0.40 miles.	Haul Brush	Haul brush.	RD-1246-19	2/14/19
RIVER FOREST DR		@ 0.00 to 0.40 miles.	Right-of-Way Clearing	Cut brush.	RD-1201-19	2/8/19
RIVER FOREST DR		@ 0.40 to 0.80 miles.	Right-of-Way Clearing	Cut brush.	RD-1206-19	2/11/19
RIVER VIEW DR		@ 0.00 to 0.20 miles.	Right-of-Way Clearing	Cut brush.	RD-1205-19	2/11/19
RIVER VIEW DR		@ 0.20 to 0.35 miles.	Right-of-Way Clearing	Cut brush.	RD-1214-19	2/12/19
ROARING CREEK DR		@ 0.00 to 0.27 miles.	Haul Brush	Haul brush.	RD-1240-19	2/13/19
ROARING CREEK DR		@ 0.00 to 0.27 miles.	Right-of-Way Clearing	Cut brush.	RD-1241-19	2/13/19
SABINE RD		@ 0.20 to 0.50 miles	Right-of-Way Clearing	Cut brush.	RD-1296-19	2/26/19
SABINE RD		@ 1.00 to 1.30 miles	Right-of-Way Clearing	Cut brush.	RD-1300-19	2/27/19
SADDLE MOUNTAIN DR		@ 0.00 to 0.40 mils.	Right-of-Way Clearing	Cut brush.	RD-1182-19	2/4/19
SADDLE MOUNTAIN DR		@ 0.40 to 0.90 miles.	Right-of-Way Clearing	Cut brush.	RD-1188-19	2/5/19
SADDLE MOUNTAIN DR		@ 0.40 to 1.10 miles.	Right-of-Way Clearing	Cut brush.	RD-1192-19	2/6/19
SADDLE MOUNTAIN DR		@ 1.10 to 1.26 miles.	Right-of-Way Clearing	Cut brush.	RD-1196-19	2/7/19
TOWERING VISTA		@ 0.00 to 0.29 miles.	Right-of-Way Clearing	Cut brush.	RD-1197-19	2/7/19
<b>Contractor Work</b>						
CHAPEL HILL	107		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1220-19	2/11/19
CYPRESS LN		# 122, 107.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1222-19	2/11/19
FM 1376		@ Cypress lane.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1223-19	2/11/19
N WALNUT WAY		#410, 308.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1221-19	2/11/19

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Contractor Work</b>						
OAK VALLEY DR	108		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1233-19	2/28/19
REMINGTON DR		#339, 337.	Pothole Repair; Contractor	Repair potholes and shoulders for seal coat.	RD-1235-19	2/28/19
SCARLET RIDGE DR	209		Pothole Repair; Contractor	Repair potholes and shoulders for seal coat..	RD-1234-19	2/28/19
SEEWALD RD		#38, 6.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1219-19	2/11/19
<b>Maintenance</b>						
MISTY TRAIL		@ 0.10 miles	Soft Spot Repair	Soft spot repair.	RD-1295-19	2/25/19
N SOMEDAY DR	137		Road Surface	Repair road.	RD-1313-19	2/28/19
SADDLE MOUNTAIN DR	300		Soft Spot Repair	Soft spot repair.	RD-1294-19	2/25/19
SANSOM RD		@ 0.00 to 2.70 miles.	Road Surface	Patch potholes.	RD-1293-19	2/25/19
WALNUT GROVE RD		@ 2.55 miles.	Ditch Maintenance	Shape ditch line for concrete work.	RD-1309-19	2/28/19
<b>Non Road and Bridge</b>						
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Blade to grade.	RD-1178-19	2/1/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut out dirt slope of ditch.	RD-1177-19	2/1/19
FAWN VALLEY DR	221	Courthouse Annex	Parking Lot	Move dirt, blade parking lot.	RD-1185-19	2/4/19
FAWN VALLEY DR	221	Courthouse Annex	Parking Lot	Move dirt, blade parking lot.	RD-1184-19	2/4/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut dirt to edge of pad fro concrete work.	RD-1189-19	2/5/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut dirt to edge of pad fro concrete work.	RD-1190-19	2/5/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Shoot grade, blade build up at driveway.	RD-1193-19	2/6/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Work on beam.	RD-1194-19	2/6/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Add RAP, blade and roll.	RD-1199-19	2/7/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut out edge of parking lot.	RD-1203-19	2/8/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Layed in RAP, blade and rolled.	RD-1202-19	2/8/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Find water line and dig concrete beam.	RD-1208-19	2/11/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Haul 170 from shop to Courthouse Annex.	RD-1210-19	2/11/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Blade RAP.	RD-1207-19	2/11/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Shape up parking lot.	RD-1218-19	2/12/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Dig concrete beam and drill peirs.	RD-1217-19	2/12/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Remove culvert pipes and re-install	RD-1242-19	2/13/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Blade RAP and roll.	RD-1243-19	2/13/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Blade RAP and roll..	RD-1248-19	2/14/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Remove culvert pipes and re-install	RD-1247-19	2/14/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Blade RAP to grade and roll.	RD-1253-19	2/15/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Prep culvert pipes for concrete.	RD-1252-19	2/15/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut RAP to grade.	RD-1259-19	2/19/19
FAWN VALLEY DR	331	Courthouse Annex.	Parking Lot	Blade RAP to grade and roll.	RD-1265-19	2/20/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Level up in front of building,water and roll.	RD-1272-19	2/21/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Cut asphalt in front of new exit.	RD-1271-19	2/21/19

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Non Road and Bridge</b>						
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Level up and fill in at concrete wall.	RD-1279-19	2/22/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Dressed up ditch.	RD-1297-19	2/26/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Put dirt around parking lot, blade parking lot.	RD-1302-19	2/27/19
FAWN VALLEY DR	221	Courthouse Annex.	Parking Lot	Level up RAP, spread dirt and plant grass seed.	RD-1310-19	2/28/19
<b>Total WO's For Pct 3</b>		<b>74</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 4</b>						
<b>Brush</b>						
SABINE RD		@ 1.00 to 0.70 miles.	Right-of-Way Clearing		RD-1308-19	2/28/19
<b>Contractor Work</b>						
COMFORT PL		#208, 207, @ Wall St.	Pothole Repair; Contractor	Repair potholes and shoulders for seal coat.	RD-1227-19	2/20/19
CRAVEY RD		#34,36,40,107,111,120, Marquart Rd	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1229-19	2/22/19
EVERGREEN		#801, 813.	Pothole Repair; Contractor	Repair potholes and shoulders for seal coat.	RD-1228-19	2/20/19
HEIN RD		#23,27,28,34, @ Waring Road.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1232-19	2/26/19
SADDLE WOOD TRL		@ Valley View Trail.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1230-19	2/26/19
SPANISH PASS RD		#9,14,13.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1137-19	2/4/19
STARVIEW CT		#107,102.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1138-19	2/4/19
SUNFLOWER		@ County Maintenance Ends sign.	Pothole Repair; Contractor	Repair potholes and shoulders for seal coat.	RD-1225-19	2/20/19
UPPER SISTERDALE RD	245		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1231-19	2/26/19
W CLEO LN		#100,103.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1136-19	2/4/19
WALL ST		#115, 201.	Pothole Repair; Contractor	Repair potholes and shoulders for seal coat.	RD-1226-19	2/20/19
<b>Equipment</b>						
OLD COMFORT RD	3	Road and Bridge.	Equipment Staging	Took #119 for LOF.	RD-1281-19	2/22/19
<b>Maintenance</b>						
GILES RANCH RD	123		Ditch Maintenance	Clean down stream and culvert.	RD-1266-19	2/20/19
GILES RANCH RD	123		Clean Out Culvert	Clean out culvert.	RD-1274-19	2/21/19
HOLIDAY RD		@ 7.10 and 4.90 miles.	Clean Out Culvert	Clean gravel out of culverts.	RD-1179-19	2/1/19
HOLIDAY RD		#313, #312.	Mailbox Approach	Fix mailbox approach.	RD-1180-19	2/1/19
THIRD ST	208	226	Road Surface	Repair shoulder roadway.	RD-1237-19	2/12/19
THIRD ST		@ Front Street.	Road Surface	Repair shoulder roadway.	RD-1236-19	2/12/19
W FABRA LN		@ 0.20 miles.	Pothole Repair	Fill in pothole with QPR @ .2 miles @ water xing.	RD-1186-19	2/4/19
<b>Non Road and Bridge</b>						
OLD COMFORT RD	3	Road and Bridge.	Parking Lot	Haul #51 from Annex and haul to shop.	RD-1212-19	2/11/19
OLD COMFORT RD	3	Road and Bridge.	Assist Other Agency	Haul #65 from brush site to shop for repairs.	RD-1211-19	2/11/19
OLD COMFORT RD	3	Road and Bridge.	Assist Other Agency	Haul #45 from Annex and haul to shop 4 repair.	RD-1213-19	2/11/19
OLD COMFORT RD	3	Weld at Road and Bridge.	Assist Other Agency	Weld supports and cracks on loader bucket.	RD-1255-19	2/18/19
SPANISH PASS RD	42	Solid Waste.	Assist Other Agency	Weld beam on trash compactor.	RD-1249-19	2/14/19
<b>Total WO's For Pct 4 25</b>						

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct</b> <b>COB</b>						
<b>Non Road and Bridge</b>						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding Brush. 6.5 hours.	RD-1209-19	2/11/19
<b>Total WO's For Pct</b> <b>COB</b>		<b>1</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
Total Work Orders		139				



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	Summary of February Operations report.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Operations: Jean "Max" Maxwell, Operations Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 652
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Give a summary of the activities performed by Operations
<b>REASON FOR AGENDA ITEM</b>	Report the progress of Operations.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	County wide sign report.
<b>ADDITIONAL INFORMATION</b>	None.



# Kendall County Operations Monthly Report

## February-2019

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct</b>	<b>1</b>					
<b>Signs</b>						
AUSTIN DR		@ 0.21 miles.	Repair	Repair Maintenance sign.	SI-1169-19	2/27/19
DEEP HOLLOW DR	257	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1134-19	2/5/19
HIGH VIEW DR		@ 0.02 miles.	Replace	Replace No Outlet sign and support.	SI-1167-19	2/26/19
JOHNS RD		@ 1.37 miles.	Relocate	Move sign from telephone pole to sign pole.	SI-1166-19	2/26/19
SCENIC LOOP RD	107	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1163-19	2/20/19
SKYVIEW ACRES SUBDIVISION		Complete Subdivision.	Collect Data	Correct data on map and attachments.	SI-1165-19	2/26/19
<hr/>						
<b>Total WO's For Pct</b>		<b>1</b>	<b>6</b>			



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 2</b>						
<b>Signs</b>						
CAVE CIR	126	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1149-19	2/12/19
JACOB DR		@ 0.05 miles.	Install	Install Object markers.	SI-1138-19	2/11/19
OLD FREDERICKSBURG RD		@ 0.02 miles.	Replace	Replace 45 mph Speed Limit sign and support.	SI-1174-19	2/27/19
OLD FREDERICKSBURG RD		@ 0.08 miles.	Replace	Replace Left Turn sign and support.	SI-1173-19	2/27/19
PLEASANT VALLEY DR N		@ 0.90 miles.	Remove	Remove Object Markers from former drop off.	SI-1139-19	2/11/19
RIVER MOUNTAIN DR	802	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1133-19	2/4/19
RUST LN		@ 1.10 miles.	Install	Install two Close Gate signs.	SI-1164-19	2/25/19
SCHEELE RD	155	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1148-19	2/12/19
SHANE LN		@ 0.01 miles.	Replace	Replace two Object markers.	SI-1140-19	2/11/19
TIFFANY DR		@ 0.01 miles.	Replace	Replace broken Stop/Street Name sign support.	SI-1132-19	2/1/19
TRAVIS LN		@ 0.01 miles.	Repair	Repair leaning Object Markers.	SI-1141-19	2/11/19
<b>Total WO's For Pct 2</b>		<b>11</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 3</b>						
<b>Signs</b>						
BREEZE WAY		@ 0.40 miles.	Replace	Replace 30mph Sign and support.	SI-1137-19	2/7/19
CRABAPPLE RD		Complete road.	Collect Data	Correct data on map.	SI-1160-19	2/20/19
EDGE FALLS RD	333	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1168-19	2/26/19
FAWN VALLEY DR	202	Courthouse Annex.	Delivered	Deliver three bags of Quickcrete.	SI-1172-19	2/27/19
FAWN VALLEY DR	202	Fabricate at shop.	Fabricate	Fabricate Handicap Access sign	SI-1170-19	2/27/19
FAWN VALLEY DR	202	Courthouse Annex.	Relocate	Relocate No Parking sign.	SI-1171-19	2/27/19
FULLER DR	120	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1143-19	2/11/19
MOUNTAIN CREEK TRAIL		@ 0.60 miles.	Repair	Repair loose Hill Blocks View sign.	SI-1145-19	2/11/19
OAK FOREST DR	217	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1144-19	2/11/19
OAK FOREST DR	211	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1161-19	2/20/19
OLD BLANCO RD		Complete road.	Collect Data	Correct data on map.	SI-1159-19	2/20/19
REMINGTON DR	110	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1142-19	2/11/19
RIVER FOREST DR		@ 0.80 miles.	Replace	Replace destroyed Object Marker.	SI-1146-19	2/11/19
SADDLE MOUNTAIN DR	415	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1136-19	2/7/19
WALNUT GROVE RD	141	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1135-19	2/5/19
WATERSTONE PKWY	726	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1162-19	2/20/19
<b>Total WO's For Pct 3</b>		<b>16</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 4</b>						
<b>Signs</b>						
ALLEN RD		@ 1.60 miles.	Install	Install Loose Cattle Silohette sign.	SI-1155-19	2/14/19
BENT TREE DRIVE	103	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1158-19	2/20/19
NORTH CREEK RD		@ 0.40 to 0.80 miles.	Data Collection	Sign inventory map.	SI-1157-19	2/14/19
OLD COMFORT RD	3	Repair at shop.	Repair	Repair RWA roll up flag.	SI-1150-19	2/13/19
OLD COMFORT RD	3	Repair @t Shop.	Repair	Reface Stop/Slow Paddles.	SI-1151-19	2/13/19
RAGSDALE		@ 0.25 miles.	Install	Install Cattle Silhouette sign	SI-1152-19	2/14/19
RAGSDALE		@ 0.20 to 0.70 miles.	Data Collection	Sign inventory map.	SI-1156-19	2/14/19
RAGSDALE		@ 0.29 miles.	Install	Install two Object Marker kits.	SI-1153-19	2/14/19
RAGSDALE		@ 0.70 miles.	Install	Install two Object Marker kits.	SI-1154-19	2/14/19
UPPER SISTERDALE RD	46	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1147-19	2/11/19
<b>Total WO's For Pct 4</b>		<b>10</b>				

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Total Work Orders</b>	<b>43</b>					



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/25/2019**  
**OPEN SESSION**

<b>SUBJECT</b>	FY 2018 Annual Audit
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor  Keith Neffendorf Neffendorf & Knopp, P.C.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Review and accept the Fiscal Year 2018 Annual Audit.
<b>REASON FOR AGENDA ITEM</b>	Present the FY18 financial audit.
<b>WHO WILL THIS AFFECT?</b>	County Auditor
<b>ADDITIONAL INFORMATION</b>	None