



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Minutes for June 25 and 28, 2018.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 7/9/2018 OPEN SESSION	
SUBJECT	Kendall County Historical Commission Recognition
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Presentation of a Distinguished Service Award given by the Texas Historical Commission to the Kendall County Historical Commission for accomplishments during the 2017 year of service.
REASON FOR AGENDA ITEM	The Texas Historical Commission gives this award to County Historical Commissions who document well-rounded preservation programs and efforts that celebrate and save the history and character of Texas and that also promote county history and enrich the livelihood of communities across the state.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

TEXAS HISTORICAL COMMISSION

PRESENTS THIS

2017

DISTINGUISHED SERVICE AWARD

TO

KENDALL COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE
AND WELL-BALANCED PRESERVATION PROGRAM

Mark Wolfe
EXECUTIVE DIRECTOR

6/1/18

DATE



TEXAS HISTORICAL COMMISSION
real places telling real stories



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	FY2018 Budget Adjustments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of amending the FY2018 budget through certification of new revenue and budget adjustments.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Any department needing a budget adjustment
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

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

COUNTY JUDGE:

10-400-56010	CONTINGENCIES - LEGAL	+	1,150
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	1,150

COUNTY CLERK:

10-403-54810	DUES	+	25
10-403-53100	OFFICE SUPPLIES	-	25

ELECTIONS:

10-404-51020	APPOINTED OFFICIALS	+	803
10-404-51030	ASSISTANTS	+	3,921
10-404-52020	GROUP INSURANCE	+	2,217
10-401-56030	CONTINGENCIES - OTHER COMP	-	6,941

VETERANS SERVICE:

10-405-51320	VETERANS SERVICE OFFICER	+	790
10-405-52010	SOCIAL SECURITY TAXES	+	50
10-405-52030	RETIREMENT	+	41
10-401-56030	CONTINGENCIES - OTHER COMP	-	881

ANIMAL CONTROL:

10-408-51530	COMPENSATION PAYOUT	+	4,250
10-408-52040	WORKERS COMPENSATION	+	2,000
10-408-51230	ANIMAL CONTROL OFFICER	-	4,250
10-408-52100	EMPLOYEE INSURANCE BENEFIT	-	2,000

INFORMATION TECHNOLOGY:

10-415-51025	EXEMPT PERSONNEL	+	36,751
10-415-51030	ASSISTANTS	-	36,751

DISTRICT COURT:

10-435-51490	TEMPORARY	+	5,000
10-435-54020	LEGAL	+	20,000
10-435-54081	SPECIAL ASSIGNED DISTRICT JUDGE	+	10,000
10-435-54092	INTERPRETER	+	2,750
10-409-52060	UNEMPLOYMENT INSURANCE	-	5,000
10-409-53150	BANK CHARGES/FEES	-	3,000
10-409-54010	ACCOUNTING/AUDITING	-	3,000
10-409-54861	CONTRACT SERVICES	-	10,000
10-499-54061	COUNTY APPRAISAL DISTRICT	-	4,000
10-620-51420	ROAD EMPLOYEES	-	7,750
10-401-56030	CONTINGENCIES - OTHER COMP	-	5,000

DISTRICT CLERK:

10-450-51040	CHIEF DEPUTIES	+	1,205
10-450-52020	GROUP INSURANCE	+	3,500
10-450-52030	RETIREMENT	+	850
10-401-56030	CONTINGENCIES - OTHER COMP	-	5,555

JUSTICE OF THE PEACE, PCT. 1:

10-455-51055	CLERK	+	6,524
10-455-51530	COMPENSATION PAYOUT	+	10,778
10-401-56030	CONTINGENCIES - OTHER COMP	-	17,302

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

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

JUSTICE OF THE PEACE, PCT.2:

10-456-54270	CONFERENCE/TRAINING	+	500
10-456-54600	RENT - BLDGS/OFFICE SPACE	+	750
10-456-54089	SPECIAL COURT REPORTER	-	750
10-456-54260	MILEAGE	-	500

JUSTICE OF THE PEACE, PCT.4:

10-458-53100	OFFICE SUPPLIES	+	1,000
10-458-53110	POSTAGE	+	200
10-458-54089	SPECIAL COURT REPORTER	-	1,000
10-458-54210	CELL PHONES	-	85
10-458-54270	CONFERENCE/TRAINING	-	86
10-458-54800	BONDS	-	29

CRIMINAL DISTRICT ATTORNEY:

10-470-51032	ASSISTANT ATTORNEYS	+	28,752
10-470-51033	LEGAL ASSISTANT	+	26,204
10-470-51521	STATE SALARY SUPPLEMENT	+	11,440
10-470-52010	SOCIAL SECURITY TAXES	+	2,157
10-470-52020	GROUP INSURANCE	+	6,748
10-470-52030	RETIREMENT	+	3,113
10-470-52040	WORKERS COMPENSATION	+	390
10-470-52100	EMPLOYEE INSURANCE BENEFIT	+	1,750
10-470-51054	RECEPTIONIST	-	10,915
10-470-51080	PART-TIME	-	6,525
10-470-51300	INVESTIGATIONS	-	2,543
10-401-56030	CONTINGENCIES - OTHER COMP	-	60,571

COUNTY AUDITOR:

10-495-52100	EMPLOYEE INSURANCE BENEFIT	+	1,247
10-495-54061	COUNTY APPRAISAL DISTRICT	+	4,216
10-495-54523	SOFTWARE MAINTENANCE	+	80
10-495-51030	ASSISTANTS	-	5,543

HUMAN RESOURCES:

10-496-51025	EXEMPT PERSONNEL	+	1,869
10-496-52020	GROUP INSURANCE	+	150
10-496-54270	CONFERENCE/TRAINING	+	1,000
10-496-54810	DUES	+	96
10-496-53100	OFFICE SUPPLIES	-	96
10-496-55520	SOFTWARE	-	3,019

COUNTY TREASURER:

10-497-51040	CHIEF DEPUTIES	+	1,980
10-497-52020	GROUP INSURANCE	+	140
10-497-53100	OFFICE SUPPLIES	+	500
10-497-54270	CONFERENCE/TRAINING	-	500
10-401-56030	CONTINGENCIES - OTHER COMP	-	2,120

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

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

COURTHOUSE & RELATED BLDGS:

10-510-51151	MAINTENANCE ASSISTANT	+	480
10-510-52010	SOCIAL SECURITY TAXES	+	200
10-510-52020	GROUP INSURANCE	+	240
10-510-52030	RETIREMENT	+	700
10-510-53300	FUEL & OIL	+	1,500
10-510-53360	UNIFORMS	+	1,345
10-510-55900	OTHER CAPITAL OUTLAY	+	6,383
10-510-54861	CONTRACT SERVICES	-	9,228
10-401-56030	CONTINGENCIES - OTHER COMP	-	1,620

DETENTION:

10-512-51220	MEDICAL PROFESSIONAL	+	213
10-512-51530	COMPENSATION PAYOUT	+	3,000
10-512-52020	GROUP INSURANCE	+	15,604
10-512-52030	RETIREMENT	+	1,825
10-512-53300	FUEL & OIL	+	2,500
10-512-56072	PRISONER HOUSING	+	200,000
10-512-54076	JAIL BILLING COLLECTIONS	-	2,500
10-401-56030	CONTINGENCIES - OTHER COMP	-	20,642
10-401-56096	CONTINGENCIES-MOBILITY IMPROV PROJ	-	200,000

EMERGENCY MEDICAL SERVICE:

10-540-51055	CLERK	+	812
10-540-51060	EMS TECHNICIANS	+	160,000
10-540-52010	SOCIAL SECURITY TAXES	+	9,300
10-540-52020	GROUP INSURANCE	+	20,000
10-540-52030	RETIREMENT	+	6,670
10-540-54220	RADIO AIR TIME	+	160
10-540-55130	CAPITAL PROJECTS - BLDG CONSTR	+	75,551
10-540-55410	RADIO & RADAR EQUIPMENT	+	4,580
10-540-51490	TEMPORARY	-	10,000
10-540-52100	EMPLOYEE INSURANCE BENEFIT	-	5,830
10-700-57011	TRANSFER OUT TO ROAD & BRIDGE	-	136,007
10-401-56030	CONTINGENCIES - OTHER COMP	-	125,236

RURAL FIRE:

10-545-51030	ASSISTANTS	+	438
10-545-53330	OPERATING	-	438

WARING VFD:

10-549-53110	POSTAGE	+	50
10-549-54500	BUILDINGS - REPAIR & MAINT	+	2,000
10-549-54540	VEHICLE - REPAIR & MAINT	+	400
10-549-54270	CONFERENCE/TRAINING	-	2,450

CONSTABLE PCT.4:

10-554-53100	OFFICE SUPPLIES	+	50
10-554-54200	TELEPHONE	+	40
10-554-53300	FUEL & OIL	-	90

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

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

COUNTY SHERIFF:

10-560-51310	WARRANT OFFICERS	+	1,000
10-560-51530	COMPENSATION PAYOUT	+	25,000
10-560-52100	EMPLOYEE INSURANCE BENEFIT	+	1,000
10-560-53360	UNIFORMS	+	8,000
10-560-54210	CELL PHONES	+	110
10-560-54981	TOWING/COUNTY	+	250
10-560-52010	SOCIAL SECURITY TAXES	-	27,000
10-560-53330	OPERATING	-	8,360

ADULT PROBATION:

10-579-54600	RENT - BLDGS/OFFICE SPACE	+	860
10-579-54500	BUILDINGS - REPAIR & MAINT	-	500
10-579-54200	TELEPHONE	-	360

CENTRAL COMMUNICATIONS:

10-580-56240	ALLOCATIONS - CITY OF BOERNE	+	4,330
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	4,330

DEVELOPMENT MGMT:

10-590-51090	SUPERVISORY	+	3,510
10-590-52020	GROUP INSURANCE	+	700
10-590-52030	RETIREMENT	+	250
10-590-52100	EMPLOYEE INSURANCE BENEFIT	+	150
10-590-53330	OPERATING	+	2,500
10-590-54270	CONFERENCE/TRAINING	+	1,600
10-590-54523	SOFTWARE MAINTENANCE	+	699
10-590-52010	SOCIAL SECURITY TAXES	-	1,100
10-590-54860	CONTRACT LABOR	-	1,600
10-590-55520	SOFTWARE	-	699
10-590-55530	OFFICE FURNITURE	-	2,500
10-401-56030	CONTINGENCIES - OTHER COMP	-	3,510

COUNTY SOLID WASTE:

10-595-51080	PART-TIME	+	100
10-595-52020	GROUP INSURANCE	+	20
10-595-53100	OFFICE SUPPLIES	+	315
10-595-54200	TELEPHONE	+	1
10-595-54210	CELL PHONES	+	135
10-595-52030	RETIREMENT	-	250
10-401-56030	CONTINGENCIES - OTHER COMP	-	321

COUNTY BRUSH SITE:

10-596-51080	PART-TIME	+	5,570
10-596-51530	COMPENSATION PAYOUT	+	7,119
10-596-52010	SOCIAL SECURITY TAXES	+	700
10-596-52020	GROUP INSURANCE	+	700
10-596-52030	RETIREMENT	+	650
10-596-54210	CELL PHONES	+	65
10-596-51500	OTHER COMPENSATION	-	2,500
10-401-56030	CONTINGENCIES - OTHER COMP	-	12,304

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

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

RECYCLING:

10-597-52020	GROUP INSURANCE	+	100
10-597-54200	TELEPHONE	+	1
10-597-52010	SOCIAL SECURITY TAXES	-	101

ROAD & BRIDGE DEPARTMENT:

10-620-51150	FACILITY MANAGER	+	830
10-620-52020	GROUP INSURANCE	+	20,000
10-620-51420	ROAD EMPLOYEES	-	9,830
10-620-52010	SOCIAL SECURITY TAXES	-	5,000
10-620-52030	RETIREMENT	-	3,000
10-620-52100	EMPLOYEE INSURANCE BENEFIT	-	3,000

PARKS:

10-660-51025	EXEMPT PERSONNEL	+	2,753
10-660-51050	SECRETARIES	+	18,172
10-660-51530	COMPENSATION PAYOUT	+	334
10-660-53300	FUEL & OIL	+	2,000
10-660-54200	TELEPHONE	+	50
10-660-51151	MAINTENANCE ASSISTANT	-	23,191
10-660-55900	OTHER CAPITAL OUTLAY	-	118

COUNTY EXTENSION SERVICE:

10-665-51612	4-H ASSISTANT	+	4,243
10-665-52020	GROUP INSURANCE	+	1,000
10-665-52100	EMPLOYEE INSURANCE BENEFIT	+	1,655
10-665-53110	POSTAGE	+	150
10-665-51610	EXTENSION AGENTS	-	6,898
10-665-53300	FUEL & OIL	-	150

ROAD & BRIDGE FUND:

11-620-53110	POSTAGE	+	40
11-620-53330	OPERATING	+	5,000
11-620-54240	INTERNET SERVICES	+	30
11-620-54720	CONT SERV - SEAL COAT WORK	+	250,000
11-620-54730	CONT SERV - CONCRETE WORK	+	15,000
11-620-54540	VEHICLE - REPAIR & MAINT	-	5,070
11-620-54740	CONT SERV - NEW RD CONSTR	-	265,000

PRE-TRIAL INTERVENTION FUND:

28-470-51033	LEGAL ASSISTANT	+	1,137
28-470-51054	RECEPTIONIST	-	1,137

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 9, 2018

THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE COUNTY CLERK RECORDS MANAGEMENT FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.

REVENUE:

19-390-46750	FUND BALANCE TO BE EXPENDED	+	12,700
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EXPENSE:

19-403-54310	IMAGING - NEW RECORDS	+	9,960
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19-403-54999	OTHER SERVICES & CHARGES	+	2,740
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THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE LEOSE TRAINING FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.

REVENUE:

29-390-46750	FUND BALANCE TO BE EXPENDED	+	1,500
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EXPENSE:

29-553-54280	TRAINING	+	1,500
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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

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

Kendall County, Texas
Donation List for Commissioners Court July 9, 2018

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

The following donations were received from June 1, 2018 to June 30, 2018 .

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
06/02/18	\$ 300.00	Robin Kohler	Cash	Animal Shelter
06/02/18	\$ 5.00	Rachel McLeod	Cash	Animal Shelter
06/04/18	\$ 5.00	Francisco Calvillo	Cash	Animal Shelter
06/04/18	\$ 5.00	Andria Luho	Credit Card	Animal Shelter
06/05/18	\$ 25.00	Pamela Merritt	Cash	Animal Shelter
06/05/18	\$ 50.00	Janice / Russell Busby	Cash	Animal Shelter
06/07/18	\$ 300.00	Millard G. Morton	Cash	EMS Memorial
06/12/18	\$ 5.00	Anonymous	Cash	Animal Shelter
06/12/18	\$ 15.00	Spring Wallace	Credit Card	Animal Shelter
06/07/18	\$ 300.00	Millard G. Morton	Cash	Sheriff's Office
06/15/18	\$ 25.00	Sallie Cooper	Cash	Animal Shelter
06/20/18	\$ 100.00	Mark Pearson	Cash	Animal Shelter
06/21/18	\$ 35.00	Sandra Babbitt	Cash	Animal Shelter
06/21/18	\$ 20.00	Brandi Mayorga	Credit Card	Animal Shelter
06/26/18	\$ 100.00	David Spindel	Credit Card	Animal Shelter
06/27/18	\$ 10.00	Stephen Bartell	Cash	Animal Shelter
06/27/18	\$ 10.00	Stephen Bartell	Cash	Animal Shelter
06/27/18	\$ 20.00	Burl Yarbrough	Cash	Animal Shelter
06/28/18	\$ 20.00	Clay Morel	Cash	Animal Shelter
06/30/18	\$ 127.00	Johns Rd Adoption Event	Cash	Animal Shelter

Other Donations:

<u>Date</u>		<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
06/02/18	N/A	Teresa Peterson / Ellen Parman	Blankets, Towels & Quilts	Animal Shelter
06/02/18	N/A	Johnny Velazquez	Bleach, Dog Treats, Dog / Cat Food, Cat Litter	Animal Shelter
06/08/18	N/A	Lindsay Goodrich	Dog Treats, Bleach, Toys, Bowls and Misc Items	Animal Shelter
06/13/18	N/A	WalMart	Wet/Dry Dog/Cat Food, Treats, Bird Seeds, Rabbit Food, Litter	Animal Shelter
06/21/18	N/A	Sally Kirtley	Cat Food, Bleach	Animal Shelter



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	Request for Relief for minimum lot size, road frontage, and building setbacks
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from minimum lot size, road frontage, and bulding setback in accordance to Section 300.1100 of the Kendall County Development Rules and Regulations. A 0.540 acre tract is proposed to be divided into two parcels. The proposed division would create a 0.261 acre tract with 50 feet of frontage and a 0.280 acre tract with 87.65 feet of frontage. The lots are provided with central water and sewer through WCID No. 1. Access to both properties is provided along Hwy 27. Joey and Julia Asher (Donnie Boerner, Owner's agent): Don Durden, Commissioner Precinct 4 / Mary Ellen Schulle, Development Engineer
REASON FOR AGENDA ITEM	Owner wishes to divide property
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date 06-21-2018
2. Location of Property: 702-706 Front Street Comfort, Texas 78013

3. Name of Development (If Applicable): _____

4. Property Owner/Developer Name: Joey L. Asher and Julia Asher

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

301.1150 - Minimum lot size, road frontage and building setbacks
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

The existing lot line goes thru the middle of one of the buildings and there are already two existing buildings
on the property.

 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

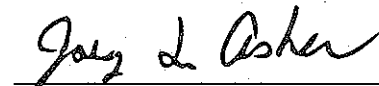
Each building has their own respective utility hook ups. By separating the buildings this will make two
individual lots with the existing buildings located within each lot, thus cleaning up the current situation.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

Not aware of any type of issues with regards to public health, safety or welfare.

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

No


Property Owner Signature

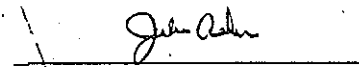
Joey L. Asher

Print Owner Name

06-21-2018

Date


Phone Number


Property Owner Signature

Julia Asher

Print Owner Name

06-21-2018

Date


Phone Number



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	Request for Relief from platting requirements and road frontage
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from 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 6.625 acre tract with 110 feet of frontage out of a 20.187 acre parent tract. Access to the property would be provided by a driveway to FM 289, as approved by TxDOT. KHLH 289 Properties LLC, Kenneth Hoerster (Donnie Boerner, Owner's agent): Don Durden, Commissioner Precinct 4 / Mary Ellen Schulle, Development Engineer
REASON FOR AGENDA ITEM	Owner wishes to divide property
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date 06-25-2018
2. Location of Property: 609 FM 289 -- Comfort Texas 78013
3. Name of Development (If Applicable): _____
4. Property Owner/Developer Name: KHLH 289 PROPERTIES LLC
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

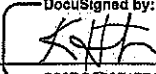

301.1000 - Minimum road frontage
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

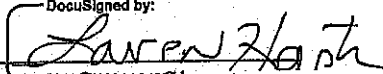

We want to sell a 6.625 acre tract out of our 20.187 acres of land. The 6.625 acre tract has 110' of road frontage along FM 289. The proposed owners of this tract have met with the Texas Department of Transportation and they have approved a driveway location within the 110' of road frontage.
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

We have met the minimum acreage requirements and by doing so have created a tract of land suitable for our proposed buyers.
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

None that we are aware of.
 - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

No, This tract is bounded on the south by FM 289, on the east by our remaining portion, on the north by Interstate Highway 10 and on the west by a 51.357 acre tract of land.

DocuSigned by:

Property Owner Signature
Kenneth Hoerster
Print Owner Name
June 25, 2018
Date

Phone Number

DocuSigned by:

Property Owner Signature
Lauren Hoerster
Print Owner Name
June 25, 2018
Date

Phone Number

MARY PATRICIA BOONE
VOLUME 1097 PAGES 586-597
OFFICIAL PUBLIC RECORDS
51.357 ACRES



N 00°32'24" W 1534.77'

INTERSTATE HIGHWAY NO. 10
S 26°29'08" E 2497.07'

20.187 ACRES

F.M. 289

R=5679.60'
D=04°44'50"
L=470.59'
Cd=N 52°45'37" W 470.45'

FOUND 1/2" STEEL ROD

S 33°53'25" W
25.08'

SET 1/2" STEEL ROD
WITH AN ORANGE "MDS
SURVEY" PLASTIC CAP

N 55°03'54" W
65.50'

FOUND CONCRETE
MONUMENTS

N 55°03'54" W
603.21'

FOUND 1/2" STEEL ROD

N 55°36'26" W
122.60'

FOUND CONCRETE
MONUMENT

N 35°13'26" E
24.92'

FOUND CONCRETE
MONUMENT

FOUND CONCRETE
MONUMENT

S 64°28'22" W
83.82'

EXISTING

MARY PATRICIA BOONE
VOLUME 1097 PAGES 586-597
OFFICIAL PUBLIC RECORDS
51.357 ACRES



N 00°32'24" W 1534.77'

6.625 ACRES

INTERSTATE HIGHWAY NO. 10
S 26°29'08" E 2497.07'

13.562 ACRES

110' ROAD
FRONTAGE

F.M. 289

R=5679.60'
D=04°44'50"
L=470.59'
Cd=N 52°45'37" W 470.45'

FOUND 1/2"
STEEL ROD

S 33°53'25" W
25.08'

SET 1/2" STEEL ROD
WITH AN ORANGE "MDS
SURVEY" PLASTIC CAP

N 55°03'54" W
65.50'

FOUND CONCRETE
MONUMENTS

N 55°03'54" W
603.21'

FOUND 1/2"
STEEL ROD

N 55°36'26" W
122.60'

FOUND CONCRETE
MONUMENT

N 35°13'26" E
24.92'

FOUND CONCRETE
MONUMENT

FOUND CONCRETE
MONUMENT

S 64°28'22" W
83.82'

PROPOSED

609 FM 289

Legend

Google Earth

1000 ft





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	Request for Relief for minimum lot size, road frontage, and building setbacks
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from minimum lot size, road frontage, and building setback in accordance to Section 300.1100 of the Kendall County Development Rules and Regulations. A 0.9320 acre tract, part of Outlot No. 20, is proposed to be divided into two tracts. The proposed division would create a 0.355 acre tract with 50 feet of frontage and a 0.577 acre tract with 94.44 feet of frontage. The lots are provided with central water and sewer through WCID No. 1. Access to both properties is provided along High Street. Carolyn Minshew: Don Durden, Commissioner Precinct 4 / Mary Ellen Schulle, Development Engineer
REASON FOR AGENDA ITEM	Owner wishes to divide property
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date June 19, 2018
2. Location of Property: 914 High St. Confort, 78013
3. Name of Development (If Applicable): _____
4. Property Owner/Developer Name: Carolyn Minshew
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:
SPLIT LOT OF LESS THAN ONE ACRE.
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.
MY EXISTING HOUSE IS TOO LARGE FOR ME AND TOO MUCH LAND TO CARE FOR
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?
SEE ABOVE

c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

Will NOT BE DETRIMENTAL

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

Will NOT

[Signature]
Property Owner Signature

Carolyn Minshew
Print Owner Name

JUNE 20, 2018
Date

[Redacted]
Phone Number

Property Owner Signature

Print Owner Name

Date

Phone Number

N 89°29'14" E 180.17'

PROPOSED
OUTLOT NO. 20E-1
0.355 ACRES

WOOD
CHICKEN HOUSE

SCALE: 1" = 30'

PROPOSED
OUTLOT NO. 20E-2
0.577 ACRES

S 00°30'46" E 92.60'

N 00°09'32" W 208.59'

S 15°42'03" W 189.24'

HIGH STREET

50.00'

N 63°26'44" W

94.44'

144.44'

PECAN
TREE

ROOT
CELLAR

WINDMILL

WOOD &
TIN BLDG.

CONCRETE
WELL HOUSE
WITH CONCRETE
WATER STORAGE
TANK ON TOP

CONCRETE
SIDEWALK

CONCRETE
STEPS

CONCRETE
APRON

STONE &
CONCRETE
GARAGE

ONE STORY
WOOD HOUSE

CONCRETE
SIDEWALK

CONCRETE
STEPS

COVERED
WOOD
PORCH

CONCRETE
DRIVEWAY

NORTH



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018 OPEN SESSION	
SUBJECT	Courthouse AED's
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the maintenance contract for three automated external defibrillators (AED) for the Courthouse from Physio Control, Inc.
REASON FOR AGENDA ITEM	Approve maintenance contract.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	All county departments.
ADDITIONAL INFORMATION	None



Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00129559
Create Date 6/12/2018 9:06 AM
Quote Expiration Date 09/12/2018
Quote Consultant Trish Lundeen
(425) 867-4785
trish.lundeen@stryker.com
WECC53

Service Plan Quote

Account: 13171102	Service Plan Detail
KENDALL CTY AUDITOR Attn: Corinna Speer, County Auditor 204 E SAN ANTONIO ST STE 113 BOERNE, TX 78006 (830) 249-9343, ext 240 corinna.speer@co.kendall.tx.us	Type New Service Plan Start Date 07/01/2018 Service Plan End Date 06/30/2021 Reference Plan Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes	
Service plan customers receive 15% discount on Accessories and Disposables.	
3 CR Plus AED s/n: 46009185, 46009186, 46009187.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LPCR-OSPM-3	07/01/2018	06/30/2021	3	1,080.00	5.00	342.00	1,026.00	3,078.00

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 3,078.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Grand Total	USD 3,078.00
-------------	--------------

List Price Total	USD 3,240.00
------------------	--------------

Total Discount	USD -162.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 3,078.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote	Shipping Address <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number TL/13171102/169583/00129559

Product	Product Description
LPCR-OSPM-3	LIFEPAK CR+ Service - 3 YEAR. On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® CR Plus Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery CHARGE-PAK and Electrode replacement at time of scheduled service

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	GovDeals Memo of Understanding
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Memo of Understanding with GovDeals for online County Auctions.
REASON FOR AGENDA ITEM	To approve the MOU.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Wide Departments
ADDITIONAL INFORMATION	No

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Kendall County ("Client"), having its principal place of business 201 East San Antonio #113 – Boerne, Texas 78006.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2)
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: Kendall County

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. **Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
3. **Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.**
4. **Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Client's Legal Name

Mail check to:

Street Address / P.O. Box Number

City, State and Zip Code



Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

Kendall County

Boerne, Texas

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” **Kendall County (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final**.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Kendall County**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/9/2018
OPEN SESSION

SUBJECT	State Continuation of Coverage
DEPARTMENT & PERSON MAKING REQUEST	Human Resources, Michelle Lux, Benefits Coordinator
PHONE # OR EXTENSION #	830-249-9343 ext 601
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to waive the 2% administration fee for participants of the State Continuation of Coverage.
REASON FOR AGENDA ITEM	To create the policy for participants that choose to continue their group medical coverage under the Texas State Continuation of Coverage.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Only participants of the COC
ADDITIONAL INFORMATION	None

Termination – COBRA & State Continuation

The primary coverage continuation rights and options that are available to a person who is no longer eligible for group HMO coverage are **COBRA** and **State Continuation**.

COBRA: This is a federal law that applies to employers with 20 or more employees. If your employer is subject to COBRA and you are laid off, your employer is required to give you a written notice that explains your COBRA rights. You must decide whether to continue your health care coverage and notify your former employer of your decision to continue your coverage within 60 days of receiving written notice of your COBRA rights from your former employer. Under COBRA, you and your family have the right to remain on whatever health plan your former employer has for up to 18 months. You must continue paying the full premium, which includes both your former employer's share and your share plus a 2 percent administrative fee.

STATE CONTINUATION: If you are not eligible for COBRA or if you have exhausted your COBRA coverage, Texas law provides you with coverage continuation rights. Under Texas state continuation, you and your family may remain covered under your former employer's health plan for up to nine months if you are not eligible for COBRA. If you have exhausted your COBRA coverage, you may continue coverage for six additional months following any period of coverage continuation under COBRA. You must pay the full premium for any continued coverage. State continuation applies only to group health benefit plans issued by insurance companies and HMOs that are subject to the Texas Insurance Code. State continuation does not apply to employer self-funded (ERISA) health care plans, which are exempt from state insurance laws.

Your state continuation rights are discussed in the Texas Department of Insurance's (TDI) consumer publication, *Your Health Care Coverage*. You may ask for printed copies by calling TDI toll-free at **1-800-599-7467**. You may also call TDI's Consumer Help Line at **1-800-252-3439** to obtain information about Texas state continuation requirements.