

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

3/24/14

☐ Supplemental Agenda:

☐ Special Agenda:

☐ Executive Session:

SUBJECT: _____

Service Awards

REQUESTED BY: _____

AS Spain

(Please print your name and title)

PHONE NUMBER/EXTENSION: _____

X 220

TIME NEEDED FOR PRESENTATION: _____

2

minutes

WORDING OF AGENDA ITEM

(Please write it the way you think it should appear) :

CODY NEAL

3/16/2009

5 YRS

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-24-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Minutes

REQUESTED BY: Sally W. Peters, Deputy Clerk / Administrative Assistant
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 1 minute

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on approval of the Minutes for March 10, 2014.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3 /24/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Monthly Reports – February 2014

REQUESTED BY: Corinna Speer, County Auditor
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to approve Monthly Reports for February 2014.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3 /24/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Accounts Payable Claims

REQUESTED BY: Corinna Speer, County Auditor
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

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

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

3/24/14

☐ Supplemental Agenda:

☐ Special Agenda:

☐ Executive Session:

SUBJECT: _____

Sales Tax Report

REQUESTED BY: _____

AD Spier

(Please print your name and title)

PHONE NUMBER/EXTENSION: _____

X220

TIME NEEDED FOR PRESENTATION: _____

2

minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Presentation of February Sales
Tax Report



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 24, 2014

TO: Honorable Darrel Lux, County Judge
Honorable Mike Fincke, Commissioner, Pct. 1
Honorable Gene Miertschin, Commissioner, Pct. 2
Honorable Richard Chapman, Commissioner, Pct. 3
Honorable Kenneth Rusch, Commissioner, Pct. 4

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

In February, Kendall County received collections of \$ 258,401.26 for the month of December 2013. This figure is up 2.38% from December collections the previous year. Our year-to-date collections are \$ 460,957.45 an increase of 4.11% from last year.

A handwritten signature in cursive script, reading "Sheryl D'Spain".

Sheryl D'Spain
Treasurer

Sales Tax Report-2014

Sales tax collection for month	Month collection received	Sales Tax Collection 2013	Sales Tax Collection 2014	% change from 2013	% change from previous month collection	2013 sales tax collections Year to date	2014 sales tax collections year to date	% change from 2013
Nov 2013	JANUARY 2014	190,350.87	202,556.19	6.41%	-.001%	190,350.87	202,556.19	6.41%
Dec 2013	FEBRUARY 2014	252,368.07	258,401.26	2.38%	28%	442,718.94	460,957.45	4.11%
Jan 2014	MARCH 2014	180,657.54				623,378.48		
Feb 2014	APRIL 2014	187,200.31				810,576.79		
Mar 2014	MAY 2014	224,110.96				1,034,687.75		
Apr 2014	JUNE 2014	197,930.28				1,232,618.03		
May 2014	JULY 2014	207,608.14				1,440,226.17		
Jun 2014	AUGUST 2014	200,460.60				1,640,686.77		
Jul 2014	SEPTEMBER 2014	210,592.96				1,851,279.73		
Aug 2014	OCTOBER 2014	196,018.83				2,047,298.56		
Sep 2014	NOVEMBER 2014	226,309.93				2,273,608.49		
Oct 2014	DECEMBER 2014	202,852.76				2,476,461.25		

**covering payments from Nov 2013-Oct 2014

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

3/24/14

☐ Supplemental Agenda:

☐ Special Agenda:

☐ Executive Session:

SUBJECT: _____

Jan 2014 Cash Summary

REQUESTED BY: _____

AD Spair

(Please print your name and title)

PHONE NUMBER/EXTENSION: _____

X220

TIME NEEDED FOR PRESENTATION: _____

2

minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discuss and approve Jan 2014 Cash
Summary

KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING January 31, 2014

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General *	\$ 517,990.35	\$ 2,248,493.63	\$ 1,571,174.91	\$ -	\$ 1,000,000.00	\$ 195,309.07
11-Road & Bridge	\$ (96,296.66)	\$ 169,515.30	\$ 40,794.34	\$ -	\$ -	\$ 32,424.30
12-EMS Donations	\$ 31,200.57	\$ 450.00	\$ 671.96	\$ -	\$ -	\$ 30,978.61
13-Courthouse Security	\$ 99,057.27	\$ 1,303.91	\$ 25.00	\$ -	\$ -	\$ 100,336.18
14-Animal Facility Donations	\$ 7,084.26	\$ 695.00	\$ -	\$ -	\$ -	\$ 7,779.26
15-Lateral Road & Bridge	\$ 106,048.12	\$ -	\$ -	\$ -	\$ -	\$ 106,048.12
16-Court Reporter Service	\$ 51,798.79	\$ 645.00	\$ -	\$ -	\$ -	\$ 52,443.79
17-Hot Check	\$ 25,989.62	\$ -	\$ 628.01	\$ -	\$ -	\$ 25,361.61
18-911 Project	\$ 2,699.16	\$ -	\$ -	\$ -	\$ -	\$ 2,699.16
19-Records Mgmt(Cnty Clerk)	\$ 238,153.77	\$ 3,610.00	\$ -	\$ -	\$ -	\$ 241,763.77
20-Law Library	\$ 6,649.21	\$ 1,505.00	\$ 3,373.50	\$ -	\$ -	\$ 4,780.71
21-Justice Court Technology	\$ 33,980.16	\$ 436.62	\$ 180.00	\$ -	\$ -	\$ 34,236.78
22-Justice Court Bldg Security	\$ 16,441.92	\$ 107.45	\$ -	\$ -	\$ -	\$ 16,549.37
23-County & District Technology	\$ 2,950.15	\$ 139.94	\$ -	\$ -	\$ -	\$ 3,090.09
24-Alternative Dispute Resolution	\$ 5,055.21	\$ 720.00	\$ 2,235.00	\$ -	\$ -	\$ 3,540.21
25-District Clerk Records Mgmt	\$ 64,962.56	\$ 1,160.52	\$ -	\$ -	\$ -	\$ 66,123.08
26-County Clerk Rec. Archive Fund	\$ 410.00	\$ 50.00	\$ -	\$ -	\$ -	\$ 460.00
29-LEOSE Training	\$ 27,850.85	\$ -	\$ -	\$ -	\$ -	\$ 27,850.85
33-Juv Probation-State Grant	\$ 23,261.60	\$ 18,030.99	\$ 18,240.20	\$ -	\$ -	\$ 23,052.39
34-Juv Probation Title IV E	\$ 90,045.02	\$ 3.78	\$ 72.00	\$ -	\$ -	\$ 89,976.80
35-Juvenile Probation	\$ (16,417.25)	\$ 20.00	\$ 6,461.38	\$ -	\$ -	\$ (22,858.63)
41-MVDIT Interest	\$ 807.63	\$ -	\$ -	\$ -	\$ -	\$ 807.63
42-Special Election Fund	\$ 34,241.48	\$ 250.00	\$ -	\$ -	\$ -	\$ 34,491.48
50-Crime Victims Grant	\$ (43,335.70)	\$ -	\$ 19,586.15	\$ -	\$ -	\$ (62,921.85)
80-Tobacco Settlement	\$ 9,991.13	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 991.13
81-Historical Commission	\$ 2,263.68	\$ -	\$ -	\$ -	\$ -	\$ 2,263.68
82-Economic Development Corp.	\$ (6,250.00)	\$ -	\$ 6,250.00	\$ -	\$ -	\$ (12,500.00)
84-S.O. Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 264,643.91	\$ 30,433.98	\$ 65,257.28	\$ -	\$ -	\$ 229,820.61
60-2003 Limited Tax Ref. Bond*	\$ 15,527.82	\$ 0.07	\$ -	\$ -	\$ 15,000.00	\$ 527.89
61-2005 Limited Tax Ref. Bond*	\$ 439,404.79	\$ 59,428.39	\$ -	\$ -	\$ 450,000.00	\$ 48,833.18
62-2005/2007 Lim.TaxGenObBond*	\$ 557,064.51	\$ 72,234.48	\$ -	\$ -	\$ 550,000.00	\$ 79,298.99
63-Series 2013 Lim.Tax Bond*	\$ 563,839.93	\$ 99,133.96	\$ -	\$ -	\$ 600,000.00	\$ 62,973.89
70-Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71-Herff Road Expansion	\$ 186,271.21	\$ 1.27	\$ 42,679.27	\$ -	\$ -	\$ 143,593.21
72-Land Acquisition/Parks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90-Trust Account	\$ 104,563.39	\$ 0.89	\$ -	\$ -	\$ -	\$ 104,564.28
96-TCDP Disaster Recovery	\$ 80.11	\$ -	\$ -	\$ -	\$ -	\$ 80.11
85-Local S.O. Forfeiture	\$ 4,326.41	\$ 0.03	\$ -	\$ -	\$ -	\$ 4,326.44
87-Federal S.O. Forfeiture	\$ 206,607.52	\$ 1.58	\$ 992.13	\$ -	\$ -	\$ 205,616.97
CASH BALANCES	\$ 3,583,915.25	\$ 2,708,371.79	\$ 1,778,621.13	\$ -	\$ 2,624,000.00	\$ 1,889,665.91

* Transfer to Logic from Fund 10,80,60,61,62,63

Examined and approved by Auditor's Office

Corinna Speer

Date

3/11/14



Sheryl D'Spain

Kendall County Treasurer

201 E. San Antonio St., Suite 302 • Boerne, Texas 78006

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

sheryl.dspain@co.kendall.tx.us

DEBTS OWED BY KENDALL COUNTY

2005 Limited Tax Refunding Bond, Fund 61

<u>BALANCE DUE</u>	<u>DATE PAID</u>	<u>AMOUNT PAID</u>	<u>REMAINING BAL.</u>
\$3,503,009.38	n/a	\$0.00	\$3,503,009.38

MONTH ENDING 01/31/2014

This debt will be retired in 2021.

Examined and approved by Auditor's Office

Date

3/11/14

Corinna Speer



Sheryl D'Spain

Kendall County Treasurer

201 E. San Antonio St., Suite 302 • Boerne, Texas 78006

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

sheryl.dspain@co.kendall.tx.us

DEBTS OWED BY KENDALL COUNTY

2005/2007 Limited Tax General Obligation Bond, Fund 62

<u>BALANCE DUE</u>	<u>DATE PAID</u>	<u>AMOUNT PAID</u>	<u>REMAINING BAL.</u>
\$4,370,378.75	n/a	\$0.00	\$4,370,378.75

MONTH ENDING 01/31/2014

This debt will be retired in 2022.

Examined and approved by Auditor's Office

Corinna Speer

Date

3/11/14



Sheryl D'Spain

Kendall County Treasurer

201 E. San Antonio St., Suite 302 • Boerne, Texas 78006

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

sheryl.dspain@co.kendall.tx.us

DEBTS OWED BY KENDALL COUNTY

Series 2013 Limited Tax Obligation Bond, Fund 63

<u>BALANCE DUE</u>	<u>DATE PAID</u>	<u>AMOUNT PAID</u>	<u>REMAINING BAL.</u>
\$8,329,896.33	n/a	\$0.00	\$8,329,896.33

MONTH ENDING 01/31/2014

This debt will be retired in 2023.

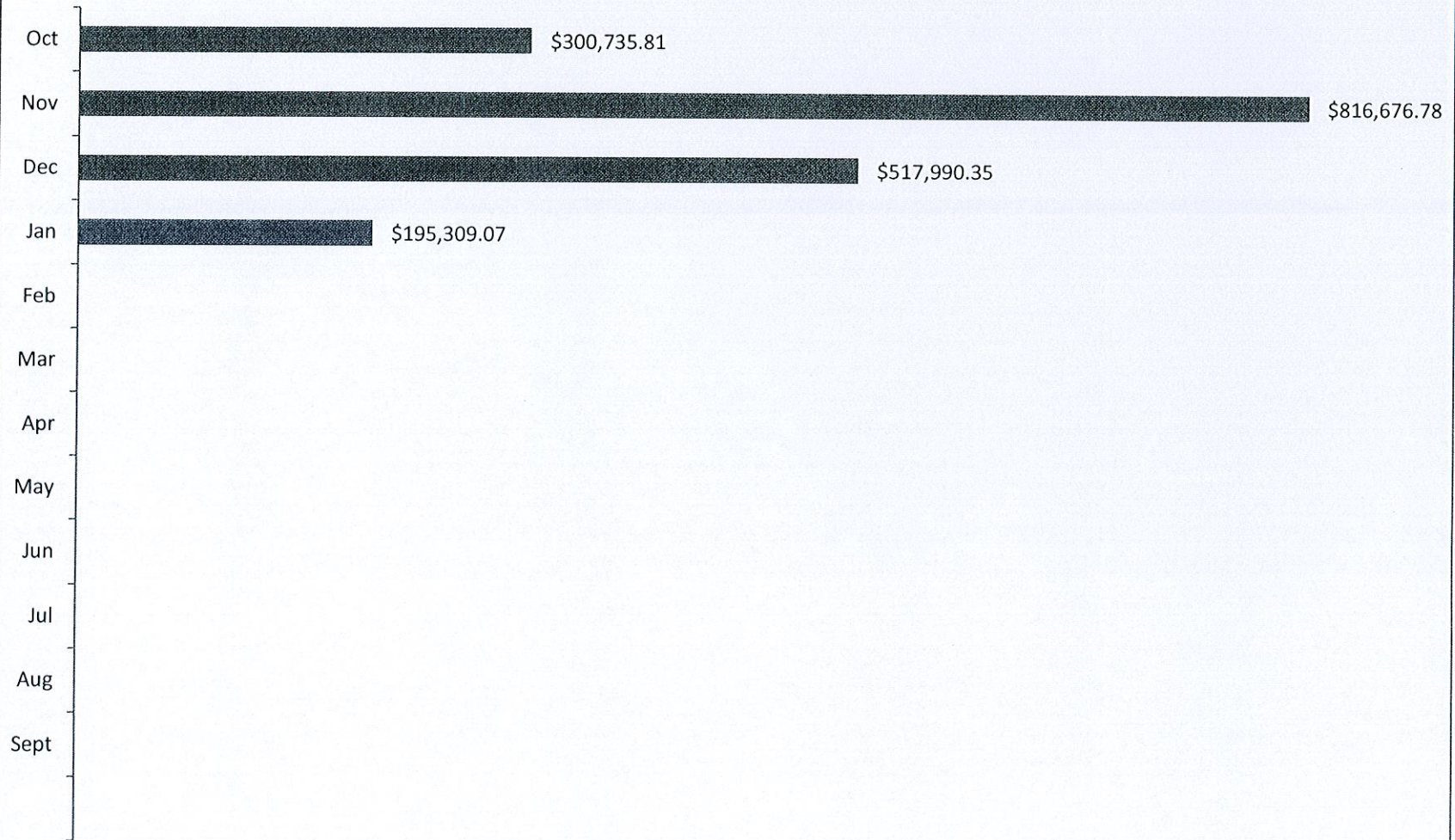
Examined and approved by Auditor's Office

Corinna Spear

Date

3/11/14

Monthly Ending Balances FY 2014



Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda : _____

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

3/24/14

SUBJECT: CONFERENCE TRAVEL APPROVAL

REQUESTED BY: SHERYL D'SPAIN - TREASURER
(Please print your name and title)

PHONE NUMBER/EXTENSION: X220

TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Approval to fly to Dallas in June
for conference.

Driving trip to Dallas-would need to leave the night before conference start

Extra night of hotel stay	107.00+tax
---------------------------	------------

612 round trip drive	306.00 in gas mileage reimbursement
----------------------	-------------------------------------

Total	\$413.00
-------	----------

Flying round trip to Dallas I can leave Monday morning

Round trip flight to Dallas	\$200.00-\$250.00
-----------------------------	-------------------

Shuttle to/from hotel	\$34.00
-----------------------	---------

Total	\$284.00
-------	----------


[Search results](#) [Trip details](#) [Customize trip](#) [Traveler info](#) [Review and book](#) [Confirmation](#)

Dallas Trip Details: Flight

[See different flights](#)
[Continue with Flight Only](#)
[Add a Hotel to this Flight to Save Time and Money](#)

Book worry-free! Purchase now to lock in the price and cancel for FREE before 11:00 PM EST tomorrow.

Yes! Earn your frequent flyer miles on this flight!

Flight

Leave	Mon, Jun 2	Total time: 1hr 15min
Depart 8:50 AM	San Antonio, TX, United States San Antonio Airport (SAT) Terminal B	US Airways 1594 Economy Boeing Douglas MD-83 On-time performance: 80% 248 mi 1hr 15min Meal: Food for purchase Seat map
Arrive 10:05 AM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW)	
Flight 1594 Operated by AMERICAN AIRLINES		
Return	Wed, Jun 4	Total time: 1hr 5min
Depart 5:30 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW)	US Airways 1268 Economy Boeing Douglas MD-83 On-time performance: 70% 248 mi 1hr 5min Seat map
Arrive 6:35 PM	San Antonio, TX, United States San Antonio Airport (SAT) Terminal B	
Flight 1268 Operated by AMERICAN AIRLINES		

Baggage fees are NOT charged at booking.

Trip cost

Flight

Airline Ticket(1) \$200.00

(Adult: 1)

Total due at booking \$200.00

Taxes and fees included

Prices listed are in USD unless noted.

Additional baggage fees may apply.

Trip Information

Flight

US Airways

Leave Mon, Jun 2, 2014

Return Wed, Jun 4, 2014

San Antonio (SAT) > Dallas (DFW)

Dallas (DFW) > San Antonio (SAT)

[More Flight Details](#)

Prices are for your selected Flight + Hotel

Check-in: Mon, Jun 2, 2014, Check-out: Wed, Jun 4, 2014, Nights: 2, Guests: 1, Rooms: 1

[Search all 578 Dallas hotels](#)

Warwick Melrose Hotel Dallas

[Act Fast!](#) Only 2 rooms left at this price!



★★★★☆

Reviewer score

4.4 out of 5

Cost of Flight + Hotel (Nights: 2, Rooms: 1)

Book together now

\$504

Only **\$297 ***

more

[Add hotel](#)

Hyatt Regency Dallas at Reunion Dallas



★★★★☆

Reviewer score

4.1 out of 5

Cost of Flight + Hotel (Nights: 2, Rooms: 1)

Book together now

\$493

Only **\$286 ***

more

[Add hotel](#)

The Fairmont Dallas Dallas



★★★★☆

Reviewer score

4.1 out of 5

Cost of Flight + Hotel (Nights: 2, Rooms: 1)

Booked separately

\$691

Book together now

\$533

Only **\$326 ***

more

[Add hotel](#)

Flight + Hotel Savings

\$159

Adolphus Hotel Dallas

★★★★☆

Reviewer score

4.1 out of 5

Cost of Flight + Hotel (Nights: 2, Rooms: 1)

Booked separately

\$679

Only **\$390 ***

more

[Add hotel](#)



Site Feedback

From:
Sent:
To:
Subject:

Omni Hotels & Resorts [reservations@omnihotels.com]
Thursday, March 06, 2014 9:31 AM
SHERYL.DSPAIN@CO.KENDALL.TX.US
Omni Dallas Hotel at Park West Reservation Confirmation 40014684554

1

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-24-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Burn Ban

REQUESTED BY: Darrel L. Lux, County Judge / Jeffery Fincke, Fire Marshal
(Please print your name and title)

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

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

KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

COURT DATE: March 24, 2014 ☒ Open Session ☐ Executive Session

SUBJECT: County Surveyor

REQUESTED BY: Darrel Lux, County Judge

PHONE NO. /EXT.: 213 **TIME FOR PRESENTATION:** 5 min.

WORDING OF AGENDA ITEM: Consideration and action to appoint a County Surveyor.

JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA): The incumbent County Surveyor resigned office in August 2013 in sufficient time for persons interested in becoming a candidate for election to the office to file during the filing period .Wes Rexrode was the only person to file for election to the office and is now the Republican Party nominee for the office. He has no opponent in the general election to be held in November. Wes Rexrode is seeking appointment to the office by the Commissioners Court which has the authority to appoint a person to fill the vacancy. Wes Rexrode is qualified to hold the office of County Surveyor.

§ 87.032

ORGANIZATION OF COUNTY GOVERNMENT

Title 3

Research References

Encyclopedias

TX Jur. 3d District & Municipal Attorneys
§ 20, Removal by Criminal Conviction.
TX Jur. 3d Public Officers & Employees
§ 189, Appeal; Suspension.

Treatises and Practice Aids

McCormick, Blackwell & Blackwell, 8 Tex.
Prac. Series § 128.1, Official Misconduct.

Brooks, 35 Tex. Prac. Series § 7.21, Re-
moval from Office--In General.

Dix and Dawson, 40 Tex. Prac. Series
§ 4:27, Misdemeanors Involving Official
Misconduct--Rationale.

SUBCHAPTER D. FILLING OF VACANCIES

§ 87.041. Vacancies Filled by Appointment of Commissioners Court

(a) The commissioners court of a county may fill a vacancy in the office of:

- (1) county judge;
- (2) county clerk;
- (3) district and county clerk;
- (4) sheriff;
- (5) county attorney;
- (6) county treasurer;
- (7) county surveyor;
- (8) county tax assessor-collector;
- (9) justice of the peace; or
- (10) constable.

(b) The commissioners court shall fill a vacancy by a majority vote of the members of the court who are present and voting.

(c) The person appointed by the commissioners court to fill the vacancy shall hold office until the next general election.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2009, 81st Leg., ch. 37, § 5, eff. May 19, 2009.

Research References

Encyclopedias

TX Jur. 3d Clerks of Court § 4, Selection
Upon Vacancy in Office.

TX Jur. 3d District & Municipal Attorneys
§ 16, Vacancies--In Office of County At-
torney.

TX Jur. 3d Municipalities § 195, Vacan-
cies.

TX Jur. 3d Municipalities § 209, Vacan-
cies.

TX Jur. 3d Police, Sheriffs, & Constables

Treatises and Practice Aids

McDonald & Carlson Texas Civil Practice
§ 3:106, Overview.

Brooks, 35 Tex. Prac. Series § 5.4, Vacan-
cies.

Brooks, 35 Tex. Prac. Series § 7.17, Resig-
nations and Vacancies.

Brooks, 36 Tex. Prac. Series § 20.6, Vacan-
cy.

Brooks, 36 Tex. Prac. Series § 21.7, Vacan-
cy and Removal.

Brooks, 36 Tex. Prac. Series § 23.7, Vacan-

ORGANIZATION OF COUNTY GOVERNMENT

Title 3

§ 87.042. County Commissioner Vacancy

Research References

Encyclopedias

TX Jur. 3d Municipalities § 161, Terms of
Office; Vacancies.

TX Jur. 3d Public Officers & Employees
§ 75, Mode of Filling Vacancies, Gener-
ally.

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 5.4, Vacan-
cies.

Brooks, 35 Tex. Prac. Series § 7.17, Resig-
nations and Vacancies.

§ 87.043. Temporary Absence in Office of County Judge in Certain Counties

Research References

Encyclopedias

TX Jur. 3d District & Municipal Attorneys
§ 18, Generally; Grounds.

TX Jur. 3d Police, Sheriffs, & Constables
§ 49, Suspension or Removal.

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 7.17, Resig-
nations and Vacancies.

CHAPTER 88. OFFICIAL BONDS OF CERTAIN COUNTY OFFICERS

§ 88.001. Certain Bonds Payable to County Judge; Custody of Bonds

Research References

Encyclopedias

TX Jur. 3d Municipalities § 193, Generally;
Bonds.

TX Jur. 3d Public Officers & Employees
§ 316, Form and Conditions.

TX Jur. 3d Public Officers & Employees
§ 323, Filing and Recording.

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 7.5, Official
Bonds.

Brooks, 35 Tex. Prac. Series § 10.30, Rec-
ordable Instruments--Official Bonds,
Oaths, and Deputations.

Brooks, 36 Tex. Prac. Series § 20.4, Offi-
cial Oath and Bond.

§ 88.002. Application of Surety to Terminate Liability on Bond

Research References

Encyclopedias

TX Jur. 3d Municipalities § 193, Generally;
Bonds.

TX Jur. 3d Public Officers & Employees
§ 342, Application for Release.

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 7.5, Officia
Bonds.

Brooks, 36 Tex. Prac. Series § 20.4, Offi-
cial Oath and Bond.

§ 88.003. Notice to Officer of Surety's Application

Research References

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3 /24/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Fiscal Year 2013 Annual Audit

REQUESTED BY: Corinna Speer, County Auditor

(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Review and accept the Fiscal Year 2013 Annual Audit. (FY2013 DRAFT
available on the Kendall County website under the Financial Transparency
Quicklink.)

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 03.24.14
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Training

REQUESTED BY: Juanita Espino, HR Director
(Please print your name and title)

PHONE NUMBER/EXTENSION: 600

TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to allow Mary Ann
Saenz-Thompson, TAC HR Consultant,
to conduct sexual and general harassment
training to supervisors and employees.

(Signature)

(Date)

3.18.14

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

3.24.14

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

SUBJECT: Safety Committee

REQUESTED BY: Juanita Espino, HR Director
(Please print your name and title)

PHONE NUMBER/EXTENSION: 600

TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

consideration and action to assign a Safety
Committee chairperson and other members.
to serve on the committee.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

3.24.14

☐ Supplemental Agenda:

☐ Special Agenda:

☐ Executive Session:

SUBJECT: Job Description

REQUESTED BY: Juanita Espino / HR Director
(Please print your name and title)

PHONE NUMBER/EXTENSION: 600

TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

consideration and action to approve
the job description for Administrative
Sergeant - Sheriff.

KENDALL COUNTY CLASS SPECIFICATION

ADMINISTRATIVE SERGEANT - SHERIFF

Grade: 16

GENERAL SUMMARY

Under limited supervision, the purpose of the position is to support Patrol Operations, Criminal Investigations and administrative functions of the Sheriff's Office. Through planning, organizing and implementation, the Administrative Sergeant is responsible for the general oversight of the supply and inventory of the Sheriff's Office. Duties also include participation in the hiring, evaluation and training process of deputies and civilian staff, and other duties as required by the Sheriff or the Chief Deputy.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

Ensures that assigned personnel have adequate supplies, makes recommendations for the replacement or addition of supplies or equipment.

Works with vendors and obtains quotes for office equipment and supplies, to include: duty gear, radar units, video units, computers, badges, guns, ammunitions, awards and other items.

Maintains an inventory of all office equipment and supplies including to whom it is assigned and where it is located, to include, but not limited to: vehicles, firearms, ammunition, body armor, radios, badges, less lethal weapons.

Assign vehicles and equipment.

Obtain bids and estimates on vehicle and equipment repairs.

Coordinate the installation of equipment in marked and unmarked vehicles.

Request equipment for test and evaluation for possible purchase.

Track equipment warranty and service schedules and arranges for replacement, service or repair of equipment as needed and ensures that equipment is operational.

Coordinate with the County Auditor's office to insure that capital items are properly inventoried.

Participate in the budget process by obtaining cost estimates and making recommendations.

Obtain bids for larger expenditures.

Coordinate training as outlined in the Sheriff's Office Policy Manual 3.1.

Coordinate the selection and hiring of new deputies as outlined in the Sheriff's Office Policy Manual 4.1 and 4.2.

Coordinate yearly firearms and Less than Lethal training and re-certifications, and maintain accurate records of training for TCOLE inspection.

Participate in Boards, professional groups and committees as assigned.

EXPERIENCE AND TRAINING

Must hold the rank of sergeant.

Must possess a high school diploma or GED.

Must have at least three years of law enforcement experience.

LICENSES AND CERTIFICATIONS

Texas Peace Officer license.

Must possess valid Texas driver's license.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Excellent verbal and written communication skills.
- Computer and emergency equipment function.
- Proper inventory procedures.
- Sheriff's Office supply and acquisition procedures.
- Vendors involved in the supply of policy equipment and services.
- The selection and hiring procedures of the Sheriff's Office.
- The training requirements and procedures as outlined in the Sheriff's Office Policy Manual.
- Knowledge of basic record keeping practices.

Ability to:

- Perform multiple tasks at any given time.
- Anticipate equipment and training needs of the Sheriff's Office.
- Coordinate interrelated activities that may involve more than one department.
- Maintain accurate inventory logs and records of office personnel and equipment.
- Collect data and draw valid conclusions on a variety of technical issues related to the evaluation and purchase of equipment.
- Communicate and interact with multiple vendors working with the office.
- Analyze daily issues requiring planning for interrelated activities that may involve more than one department.
- Provide guidance assistance and/or interpretation to others on how to apply procedures and standards to specific situations.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors, subordinates, and co-workers when giving and receiving assignments and instructions.
- Provide verbal direction to personnel in conformance of rules, regulations, and other directives.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, bend repeatedly, climb stairs and ladders.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-24-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Kendall County WCID No. 1 – TxCDBG Award Bid

REQUESTED BY: Corinna Speer, County Auditor / Keith Marquart, WCID No. 1 Manager
(Please print your name and title)

PHONE #/EXT: 240 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action to award the construction contract to the low bidder, Associated Construction Partners, for \$295,960.00 pending Texas Commission on Environmental Quality (TCEQ) approval. This bid is in conjunction with grant contract TxCDBG No. 712152.



VEI Consulting Engineers

Vordenbaum Engineering Inc. d/b/a

507 East Highway Street, Fredericksburg, TX 78624

Tel +1 (830) 997-4744 • Fax +1 (830) 997-6967

1421 Sidney Baker Street, Kerrville, TX 78028

Tel +1 (830) 895-7440 • Fax +1 (830) 895-7441

Registered Engineers in: Texas (Firm #F-165)
Arkansas (Firm #1807) • Oklahoma (Firm #5881)
Colorado • Louisiana • New Mexico

March 19, 2014

Kendall County

Attn: Commissioner's Court

201 East San Antonio

Boerne, TX 78006

Re: Award Notification, Kendall Co. WCID No. 1 Treatment System, TXCDBG Engineering
Contract No. 712151

Dear Commissioners,

VEI is pleased to recommend a contractor for a portion of the above mentioned project. There were three bidders on the project and bids were received on January 29, 2014. For a summary of the bidders and bid amounts, please see the attached bid summary.

The TXCDBG construction grant for this project was \$209,742, with Kendall County WCID No. 1 matching funds of \$87,500, for a total budget of \$297,242.

VEI recommends awarding Section A, Well Site No. 10, to Associated Construction Partners Ltd., the low bid at \$295,960 for Section A, Well Site No 10. We do not recommend awarding the Alternate location at this time.

Please do not hesitate to contact me at the above information or at my email kspraggins@vei-tx.com should you have any questions

Sincerely,

Kevin W. Spraggins, P.E.

Kendall County WCID#1 Water Treatment System
Comfort, Texas
TXCDBG Contract No. 712151
 VEI Job No. 10077

VEI Consulting Engineers
Bid Summary
Wed., March 19, 2014

Bidders				Nelson Lewis, Inc.		Cunningham Constructors & Assoc. Inc.		Associated Construction Partners Ltd.	
Location				Marble Falls, Texas		Georgetown, Texas		Boerne, Texas	
Proposal				X		X		X	
Addendum Acknowledged				X		X		X	
Statement of Bidder Qualifications				X		X		X	
Bid Bond				X		X		X	
Certificate of Insurance				X		X		X	
Item No.	Description	Approx Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	BASE BID - Well Site No. 10								
1	Water Treatment System	1			\$ 328,606.00		\$ 300,800.00		\$ 295,960.00
	ALTERNATE - Well Site No. 6								
2	Water Treatment System	1			\$ 113,550.00		\$ 138,800.00		\$ 115,900.00
	TOTAL BASE BID (ITEM 1)				\$ 328,606.00		\$ 300,800.00		\$ 295,960.00
	TOTAL ALTERNATE (ITEM 2)				\$ 113,550.00		\$ 138,800.00		\$ 115,900.00
	TOTAL PROJECT COST				\$ 442,156.00		\$ 439,600.00		\$ 411,860.00

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-24-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Reports on health activities and health preparedness for Kendall County

REQUESTED BY: Tenia Houck, Dept. of State Health Services

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 10 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Presentation of Health Report activities for Kendall County from the Department of State Health
Services and an update of regional mass fatality planning and strategic national stockpile for Kendall
County by Region 8 Public Health Preparedness representative.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3/24/14
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Emergency response time

REQUESTED BY: Gene Sparks, Road & Bridge Operations Manager
(Please print your name and title)

PHONE NUMBER/EXTENSION: 656

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Discuss and take action to pay Road & Bridge employee(s) for emergency call out time.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3/24/14
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: February 2014 Road & Bridge monthly report

REQUESTED BY: Ricky Pfeiffer

(Please print your name and title)

PHONE NUMBER/EXTENSION: 656

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Present summary of activities by Road & Bridge department during February 2014 to
Commissioner's Court.



Kendall County Road & Bridge Monthly Report February 2014

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
Maintenance						
DOESKIN DR		@ 0.10 miles.	Ditch Work	Clean out drainage easement as needed.	RD-1196-14	2/14/14
DOESKIN DR		@ 0.10 miles.	Ditch Maintenance	Clean out drainage easement as needed.	RD-1182-14	2/18/14
DOESKIN DR		@ 0.1 miles.	Ditch Maintenance	Clean out drainage easement as needed.	RD-1244-14	2/19/14
DOESKIN DR		From 0.1 to 0.2 miles.	Road Surface	Cleaned along curbs as needed.	RD-1243-14	2/19/14
RANGER DR			Data Collection	Shoot grade in ditch line.	RD-1217-14	2/7/14
Miscellaneous						
DEEP HOLLOW DR		Indian Springs Trl, Chinkapin Pass.	Roadway Inspection	Checked roads for ice.	RD-1240-14	2/11/14
E SAN ANTONIO AVE	201	Courthouse.	Training	Attend Slips, Trips & Falls training session.	RD-1183-14	2/12/14
E SAN ANTONIO AVE	201	Courthouse.	Training	Attend Slips, Trips & Falls training session.	RD-1185-14	2/12/14
E SAN ANTONIO AVE	201	Courthouse.	Training	Attend Slips, Trips & Falls training session.	RD-1184-14	2/12/14
UPPER BALCONES RD		@ 2.8 miles.	Trash removal	Removed dumped trash from right of way as requested.	SI-1220-14	2/28/14
Non Road and Bridge						
DIAMONDRIDGE	1484		Fabricate	Fabricated new 911 address sign.	RD-1168-14	2/6/14
Total WO's For Pct 1	1	11				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Contractor Work						
CASCADE CAVERNS RD		#42, 113.	Pothole Repair	Contractor repaired potholes & road shoulders as needed in various locations.	RD-1312-14	2/28/14
OLD FREDERICKSBURG RD		#22, 27, 110.	Pothole Repair	Contractor repaired potholes & road shoulders as needed in various locations.	RD-1314-14	2/28/14
OLD SAN ANTONIO RD		@ 1.22 miles.	Pothole Repair	Contractor repaired potholes as needed.	RD-1313-14	2/28/14
RANCH DR		#111-113.	Pothole Repair	Contractor repaired potholes & road shoulders as needed in various locations.	RD-1310-14	2/28/14
RANCH DR		#123-125.	Pothole Repair	Contractor repaired potholes & sunk areas as needed in various locations.	RD-1311-14	2/28/14
Maintenance						
AMMANN RD	146		Driveway Work	Clean driveway as needed.	RD-1181-14	2/12/14
OLD FREDERICKSBURG RD	6		Driveway Work	Remove culvert pipe & shoot grade.	RD-1295-14	2/20/14
OLD FREDERICKSBURG RD	6	From 0.0 to 0.1 miles.	Ditch Maintenance	Shoot grade & cut out ditch as needed.	RD-1277-14	2/21/14
OLD FREDERICKSBURG RD	6	From 0.0 to 0.1 miles.	Ditch Maintenance	Cut ditch line as needed.	RD-1278-14	2/24/14
OLD FREDERICKSBURG RD	6		Ditch Maintenance	Cut ditch line as needed.	RD-1279-14	2/25/14
OLD FREDERICKSBURG RD	6		Ditch Maintenance	Work on driveway & ditch line as needed.	RD-1296-14	2/27/14
SHARON DR	212		Driveway Work	Dress dirt & level asphalt around new driveway.	RD-1218-14	2/7/14
SHARON DR	212		Driveway Work	Level road surface as needed.	RD-1219-14	2/10/14
Miscellaneous						
AMMANN RD		@ 2.3 miles.	Animal Remains Removed	Removed deer carcass from right of way as needed.	RD-1167-14	2/18/14
KREUTZBERG RD		@ 2.84 miles.	Trash removal	Removed Adopt A Road trash collection bags as requested.	RD-1165-14	2/13/14
Non Road and Bridge						
AMMANN RD	213	Historical marker location.	Labor Various	Remove fencing & prepare site for material.	RD-1175-14	2/3/14
AMMANN RD	213	Historical marker location.	Labor Various	Remove dirt & install rap material as needed.	RD-1176-14	2/4/14
AMMANN RD	213	Historical marker location.	Labor Various	Install rap material at pad site.	RD-1177-14	2/5/14
AMMANN RD	213	Historical marker location.	Labor Various	Level rap material & dig post hole for sign installation.	RD-1178-14	2/6/14
AMMANN RD	213	Historical marker location.	Labor Various	Blade rap material at pad site.	RD-1179-14	2/7/14
AMMANN RD	213	Historical marker location.	Labor Various	Level pad as needed & install fence.	RD-1180-14	2/10/14
HERFF RD	33	Herff Farm.	Labor Various	Work on berm relocation as requested.	RD-1303-14	2/25/14
HERFF RD	33	Herff Farm.	Labor Various	Work on berm relocation as requested.	RD-1304-14	2/26/14
LA CACION DR	91		Fabricate	Fabricated new 911 address sign.	RD-1261-14	2/21/14
WYATT TRL	50		Fabricate	Fabricated new 911 address sign.	RD-1172-14	2/10/14
WYATT TRL	139		Fabricate	Fabricated new 911 address sign.	RD-1259-14	2/20/14
Signs						
AMMANN RD		@ 2.38 miles.	Replace Support	Replaced leaning Speed Limit 45 sign support.	SI-1139-14	2/10/14
AMMANN RD		@ 3.6 miles.	Install	Installed Hidden Entrance sign as requested.	SI-1170-14	2/18/14

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
AMMANN RD		@ 3.2 miles.	Install	Installed Hidden Entrance sign as requested.	SI-1222-14	2/28/14
CASCADE CAVERNS RD		@ 1.0 miles.	Clean	Cleaned Left Turn/15 MPH sign as needed.	SI-1138-14	2/10/14
JOE KLAR RD		@ 0.4 miles.	Delineator Repair	Repaired bent delineator.	SI-1145-14	2/12/14
JOE KLAR RD		@ 0.5 miles.	Replace Sign	Replaced 4-way Stop signs to All-Way Stop signs.	SI-1144-14	2/12/14
OLD FREDERICKSBURG RD		@ 0.77 miles.	Replace Sign	Replaced down Speed Limit 45 sign & support.	SI-1137-14	2/10/14
SHARON DR	212		Place or Remove Temp Sign	Placed barricades at job site as requested.	SI-1124-14	2/4/14

Total WO's For Pct 2

34

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Brush						
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1186-14	2/3/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1187-14	2/4/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1188-14	2/5/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1189-14	2/6/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1190-14	2/7/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1191-14	2/10/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1192-14	2/11/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1193-14	2/12/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1194-14	2/13/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1195-14	2/14/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1245-14	2/18/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1246-14	2/19/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1270-14	2/20/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1271-14	2/21/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1272-14	2/24/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1273-14	2/25/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Load rock & wire as needed & level for fence.	RD-1289-14	2/26/14
EDGE FALLS RD		From 5.2 to 6.3 miles.	Right-of-Way Clearing	Remove brush from right of way & level for fence.	RD-1290-14	2/27/14
Maintenance						
WALNUT GROVE RD	241		Concrete Work	Repair concrete in driveway as needed.	RD-1297-14	2/27/14
Miscellaneous						
CRABAPPLE RD		@ 1.6 & 7.62 miles.	Place or Remove Temp Sign	Placed temporary Watch for Ice signs as needed.	RD-1269-14	2/7/14
CRABAPPLE RD		@ 1.6 & 7.62 miles.	Place or Remove Temp Sign	Placed temporary Watch for Ice signs as needed.	RD-1241-14	2/11/14
NONE		Various roads.	Roadway Inspection	Checked roads throughout precinct for ice.	RD-1286-14	2/7/14
NONE		Various roads.	Roadway Inspection	Checked roads for ice.	RD-1255-14	2/11/14
NONE		Various roads.	Roadway Inspection	Checked roads for ice & installed Watch for Ice signs as needed.	RD-1242-14	2/11/14
OLD BLANCO RD		@ 1.98 & 5.55 miles.	Place or Remove Temp Sign	Placed temporary Watch for Ice signs as needed.	RD-1275-14	2/7/14
OLD BLANCO RD		@ 1.9 & 5.55 miles.	Place or Remove Temp Sign	Placed temporary Watch for Ice signs as needed.	RD-1254-14	2/11/14
Non Road and Bridge						
DELAWARE CREEK RD	14		Fabricate	Fabricated new 911 address sign.	RD-1262-14	2/24/14
FAWN VALLEY DR	221	Courthouse Annex.	Striping	Stripe Courthouse Annex parking lot as requested.	RD-1302-14	2/13/14
LEWIS RD	12		Fabricate	Fabricated new 911 address sign.	RD-1260-14	2/20/14

Route	Address	Location	Activity	Details	W.O. No	Date
Non Road and Bridge						
MOUNTAIN CREEK TRL	409		Fabricate	Fabricated new 911 address sign.	RD-1288-14	2/27/14
RODALYN DR	720		Fabricate	Fabricated new 911 address sign.	RD-1164-14	2/12/14
WALNUT GROVE RD	124		Fabricate	Fabricated new 911 address sign.	RD-1291-14	2/28/14
Road Structures						
EDGE FALLS RD		@ 6.9 miles.	Cattle Guard	Repaired broken cattle guard wing.	RD-1166-14	2/14/14
Signs						
BLUESTEM LN		@ 0.03 miles.	Replace Support	Replaced bent No Outlet sign support.	SI-1214-14	2/27/14
CRABAPPLE RD		@ 1.6 & 7.62 miles.	Place or Remove Temp Sign	Removed temporary Watch for Ice signs.	SI-1127-14	2/5/14
CRABAPPLE RD		@ 5.51 miles.	Delineator Replace	Replaced missing delineators.	SI-1128-14	2/5/14
EDGE FALLS RD		@ 0.9 miles.	Place or Remove Temp Sign	Removed temporary Loose Gravel sign.	SI-1122-14	2/4/14
EDGE FALLS RD		@ 0.5 miles.	Place or Remove Temp Sign	Removed temporary Loose Gravel sign.	SI-1123-14	2/4/14
EDGE FALLS RD		@ 4.7 miles.	Replace Sign	Replaced knocked over & short No Parking sign & support.	SI-1150-14	2/12/14
FM 3351 N	1133	Kendalia R&B Yard.	Repair Sign Support	Repaired supports on temporary stands.	SI-1126-14	2/5/14
HIGHLAND WOODS		@ 0.01 miles.	Replace Sign	Replaced faded Yield sign.	SI-1147-14	2/12/14
JONES ST		@ 0.07 miles.	Replace Sign	Replaced faded & leaning Stop/Street Name sign & support.	SI-1162-14	2/13/14
JONES ST			Fabricate	Fabricated faded Street Name sign for visibility.	SI-1156-14	2/13/14
JONES ST		@ 0.01 miles.	Replace Sign	Replaced faded Street Name sign for visibility.	SI-1161-14	2/13/14
LOEFFLER ST			Fabricate	Fabricated faded Street Name sign for visibility.	SI-1153-14	2/13/14
LOEFFLER ST		@ 0.01 miles.	Replace Sign	Replaced faded Street Name sign for visibility.	SI-1160-14	2/13/14
LONESOME LN		@ 0.04 miles.	Install	Installed delineator as needed for safety purposes.	SI-1205-14	2/26/14
LUX RANCH RD		@ 0.1 miles.	Replace Support	Replaced bent & rusted Street Name sign support.	SI-1163-14	2/14/14
LUX RANCH RD			Fabricate	Fabricated faded Street Name sign for visibility.	SI-1172-14	2/19/14
LUX RANCH RD		@ 0.01 miles.	Install	Installed faded Street Name sign for visibility.	SI-1175-14	2/19/14
MARQUARDT RD		@ 0.0 miles.	Trim Brush	Trimmed brush from Cattle Guard sign for visibility.	SI-1186-14	2/21/14
MARTIN ST			Fabricate	Fabricated faded Street Name sign for visibility.	SI-1154-14	2/13/14
MOUNTAIN CREEK TRL		@ 1.35 miles.	Delineator Replace	Replaced missing delineators.	SI-1148-14	2/12/14
MOUNTAIN CREEK TRL			Fabricate	Fabricated Street Name sign for visibility.	SI-1152-14	2/13/14
N SOMEDAY DR		@ 0.25 miles.	Replace Support	Replaced knocked over Chevron support.	SI-1212-14	2/27/14
NOLLKAMPER RD		@ 0.2 miles.	Delineator Repair	Repaired bent delineator support.	SI-1209-14	2/27/14
OAK FOREST DR			Fabricate	Fabricated faded Street Name sign for visibility.	SI-1155-14	2/13/14
OAK FOREST DR		@ 0.42 miles.	Replace Sign	Replaced faded Street Name/Yield signs for visibility.	SI-1159-14	2/13/14
OAK FOREST DR		@ 0.01 miles.	Replace Sign	Replaced faded Street Name/Yield signs for visibility.	SI-1158-14	2/13/14
OLD BLANCO RD		@ 1.9 & 5.55 miles.	Place or Remove Temp Sign	Removed temporary Watch for Ice signs.	SI-1129-14	2/5/14
RANCH CIRCLE DR		@ 0.3 miles.	Delineator Replace	Replaced bent & old delineators.	SI-1165-14	2/14/14

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
RANCH CIRCLE DR		@ 0.03 miles.	Install	Installed missing Object Markers as needed.	SI-1164-14	2/14/14
RANCH CIRCLE DR		@ 1.0 miles.	Delineator Replace	Replaced bent & old delineators.	SI-1166-14	2/14/14
RANCH CIRCLE DR			Fabricate	Fabricated faded & bent Street Name sign.	SI-1173-14	2/19/14
RANCH CIRCLE DR		@ 1.7 miles.	Install	Installed Object Markers as needed.	SI-1180-14	2/19/14
RANCH CIRCLE DR		@ 0.01 miles.	Install	Installed faded Street Name sign.	SI-1176-14	2/19/14
RIVER FOREST DR		@ 0.01 miles.	Clean	Cleaned Street Name sign for visibility.	SI-1149-14	2/12/14
RIVER FOREST DR		@ 0.01 miles.	Replace Sign	Replaced faded Street Name/Yield signs for visibility.	SI-1157-14	2/13/14
RIVER FOREST DR			Fabricate	Fabricated Street Name sign for visibility.	SI-1151-14	2/13/14
ROARING CREEK DR			Fabricate	Fabricated missing Street Name sign.	SI-1143-14	2/11/14
ROARING CREEK DR		@ 0.01 miles.	Replace Sign	Replaced missing Street Name sign & repaired loose support.	SI-1146-14	2/12/14
SATTLER RD		@ 0.9 miles.	Replace Support	Replaced leaning & short Dip/Watch for Water on Road sign support.	SI-1167-14	2/14/14
SEVEN SISTERS DR			Fabricate	Fabricated missing Street Name sign.	SI-1171-14	2/19/14
SEVEN SISTERS DR		@ 0.01 miles.	Install	Installed missing Street Name sign.	SI-1174-14	2/19/14
SISTERDALE LINDENDALE RD		@ 0.3 miles.	Delineator Repair	Repaired bent delineator.	SI-1131-14	2/6/14
SUMMIT TRL		@ 0.15 miles.	Delineator Replace	Replaced bent delineator support.	SI-1213-14	2/27/14
WALNUT GROVE RD		@ 0.1 miles.	Delineator Replace	Repaired & replaced delineators as requested.	SI-1206-14	2/26/14
WALNUT WAY		@ 0.33 miles.	Delineator Repair	Repaired bent delineator.	SI-1178-14	2/19/14
WHITWORTH DR		@ 0.01 miles.	Delineator Replace	Replaced missing delineatos.	SI-1130-14	2/6/14
Total WO's For Pct 3		79				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Brush						
ALLEN RD		From 1.3 to 1.5 miles.	Right-of-Way Clearing	Trim low-hanging tree limbs from roadway.	RD-1265-14	2/21/14
ALLEN RD		@ 1.5 miles.	Right-of-Way Clearing	Trim low-hanging tree limbs from roadway & prepare to remove trees as needed.	RD-1266-14	2/24/14
ALLEN RD		@ 1.5 miles.	Right-of-Way Clearing	Remove Oak tree from right of way.	RD-1267-14	2/25/14
ALLEN RD		@ 1.5 miles.	Right-of-Way Clearing	Prepare tree for removal from right of way.	RD-1268-14	2/26/14
BIG JOSHUA CREEK RD		From 0.8 to 0.9 miles.	Right-of-Way Clearing	Remove brush along right of way for visibility.	RD-1292-14	2/27/14
BIG JOSHUA CREEK RD		From 0.8 to 0.9 miles.	Right-of-Way Clearing	Remove brush & trim low-hanging tree limbs from right of way.	RD-1293-14	2/28/14
UPPER CIBOLO CREEK RD		@ 0.8 miles.	Right-of-Way Clearing	Remove dead Oak tree & prepare for future tree removal.	RD-1220-14	2/14/14
UPPER CIBOLO CREEK RD		@ 0.8 miles.	Right-of-Way Clearing	Complete removal of dead Oak tree.	RD-1221-14	2/18/14
UPPER CIBOLO CREEK RD		@ 0.75 miles.	Right-of-Way Clearing	Trim low-hanging tree limbs from road & right of way.	RD-1248-14	2/19/14
UPPER CIBOLO CREEK RD		From 0.4 to 0.5 miles.	Right-of-Way Clearing	Remove dead Oak trees & trim low-hanging tree limbs from roadway.	RD-1249-14	2/20/14
WARING WELFARE RD		@ 0.6 miles.	Right-of-Way Clearing	Remove dead Oak tree from right of way.	RD-1232-14	2/3/14
WARING WELFARE RD		@ 4.4 miles.	Right-of-Way Clearing	Trim low-hanging dead Oak tree limbs from road & right of way.	RD-1231-14	2/3/14
WARING WELFARE RD		From 4.2 to 4.7 miles.	Right-of-Way Clearing	Trim low-hanging & dead tree limbs from roadway.	RD-1233-14	2/4/14
WARING WELFARE RD		From 3.4 to 3.6 miles.	Right-of-Way Clearing	Remove dead trees & trim low-hanging tree limbs from roadway.	RD-1234-14	2/5/14
WARING WELFARE RD		@ 2.2 miles.	Right-of-Way Clearing	Remove 2 trees from right of way & trim low-hanging tree limbs from roadway.	RD-1235-14	2/6/14
WARING WELFARE RD	235		Right-of-Way Clearing	Remove dead Oak trees encroaching on road from property.	RD-1236-14	2/10/14
WARING WELFARE RD		@ 2.3 miles.	Right-of-Way Clearing	Remove dead trees & trim low-hanging tree limbs from right of way.	RD-1237-14	2/12/14
WARING WELFARE RD		@ 2.3 miles.	Right-of-Way Clearing	Remove dead trees & trim low-hanging tree limbs from road & right of way.	RD-1238-14	2/13/14
ZOELLER LN		From 0.7 to 1.0 miles.	Right-of-Way Clearing	Trim brush & low-hanging tree limbs from roadway.	RD-1239-14	2/10/14
Cleaning and Debris						
POEHNERT RD		@ 0.0 miles.	Hauling	Haul brush from tree removal to Brush Site.	RD-1216-14	2/13/14
Maintenance						
FREDERICKSBURG RD		@ 0.1 miles.	Concrete Work	Pour concrete for headwall.	RD-1274-14	2/24/14
FREDERICKSBURG RD		@ 0.1 miles.	Concrete Work	Remove concrete forms & dressed up around pipe as needed.	RD-1294-14	2/26/14
OLD COMFORT RD	3	R&B Yard.	Mailbox or Driveway	Mix rap material with AEP oil as needed for Waring Welfare mailbox approach project.	RD-1201-14	2/3/14
POEHNERT RD		@ 1.0 miles.	Road Surface	Apply rap material to road shoulders.	RD-1247-14	2/19/14
POEHNERT RD		From 0.2 to 1.1 miles.	Road Surface	Repaired road shoulder drop-off.	RD-1280-14	2/21/14
WARING WELFARE RD	101		Driveway Work	Cut out driveway & apply rap material on road edge.	RD-1226-14	2/3/14
WARING WELFARE RD	48		Ditch Maintenance	Cut drainage ditch & build berm/retaining wall as needed.	RD-1222-14	2/3/14

Route	Address	Location	Activity	Details	W.O. No	Date
Maintenance						
WARING WELFARE RD	42		Ditch Maintenance	Cut in silt pond in drainage ditch.	RD-1223-14	2/4/14
WARING WELFARE RD	101		Driveway Work	Apply, water & roll rap material in driveway.	RD-1227-14	2/4/14
WARING WELFARE RD		From 0.9 to 1.4 miles.	Road Surface	Patch road shoulder as needed.	RD-1228-14	2/5/14
WARING WELFARE RD	42		Ditch Maintenance	Cut in drainage ditch.	RD-1224-14	2/5/14
WARING WELFARE RD	235		Concrete Work	Form headwall for culvert.	RD-1225-14	2/10/14
WARING WELFARE RD	42		Ditch Maintenance	Install drainage pipe inside of driveway.	RD-1229-14	2/13/14
WARING WELFARE RD	42		Driveway Work	Install driveway pipe as needed.	RD-1250-14	2/14/14
WARING WELFARE RD	42		Concrete Work	Form headwalls as needed.	RD-1305-14	2/18/14
WARING WELFARE RD		@ 3.7 miles.	Road Surface	Repair soft spot on roadway.	RD-1252-14	2/18/14
WARING WELFARE RD		From 0.4 to 0.5 miles.	Ditch Maintenance	Worked on ditch line & repaired drop-off on road edge.	RD-1251-14	2/18/14
WARING WELFARE RD	42		Ditch Maintenance	Work on ditch line & level base material over drainage pipe.	RD-1230-14	2/18/14
WARING WELFARE RD	322		Mailbox or Driveway	Install mailbox approach.	RD-1253-14	2/19/14
WARING WELFARE RD	44		Ditch Maintenance	Clean ditch line & prepare pipe for concrete work.	RD-1281-14	2/20/14
WARING WELFARE RD	319		Labor Various	Shoot grade & white line road for mailbox approach installation.	RD-1306-14	2/20/14
WARING WELFARE RD	44		Concrete Work	Form headwall as needed.	RD-1308-14	2/21/14
WARING WELFARE RD	42		Concrete Work	Repair pan on headwall as needed.	RD-1307-14	2/21/14
WARING WELFARE RD	233		Concrete Work	Pour concrete for headwalls as needed.	RD-1282-14	2/24/14
WARING WELFARE RD	42		Concrete Work	Pour concrete for headwalls as needed.	RD-1283-14	2/25/14
WARING WELFARE RD	322		Concrete Work	Remove concrete forms & dress up around pipe.	RD-1299-14	2/26/14
WARING WELFARE RD	42		Concrete Work	Form around pipe & pour concrete as needed.	RD-1298-14	2/26/14
WARING WELFARE RD	42		Concrete Work	Remove concrete forms as needed.	RD-1300-14	2/27/14
WARING WELFARE RD	319		Mailbox or Driveway	Work on mailbox approach as needed.	RD-1301-14	2/27/14
WARING WELFARE RD	319		Mailbox or Driveway	Finish installing mailbox approach & work on driveway.	RD-1309-14	2/28/14
Miscellaneous						
ALLEN RD		@ 0.03 miles.	Litter	Remove tire from right of way as needed.	RD-1263-14	2/25/14
FABRA ST		@ 0.2 miles.	Litter	Remove couch from right of way as needed.	RD-1264-14	2/25/14
OLD COMFORT RD	3	R&B Yard.	Hauling	Haul rap material from IH-10 & stockpile as needed.	RD-1200-14	2/3/14
OLD COMFORT RD	3	R&B Yard.	Training	Attend supplemental insurance presentation.	RD-1204-14	2/4/14
OLD COMFORT RD	3	R&B Yard.	Training	Attend supplemental insurance presentation.	RD-1202-14	2/4/14
OLD COMFORT RD	3	R&B Yard.	Training	Attend supplemental insurance presentation.	RD-1203-14	2/4/14
OLD COMFORT RD	3	R&B Yard.	Training	Training session on chat rock spreading equipment.	RD-1206-14	2/6/14
OLD COMFORT RD	3	R&B Yard.	Training	Work on tub grinder procedure manual.	RD-1207-14	2/6/14
OLD COMFORT RD	3	R&B Yard.	Training	Train on new Noram blade & walk around procedure.	RD-1205-14	2/6/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Work on enclosure for Hotsy.	RD-1209-14	2/7/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Prepare, prime & paint existing assemblies for bucket truck cage.	RD-1208-14	2/7/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Clean out truck & inventory tools as needed.	RD-1211-14	2/11/14

Route	Address	Location	Activity	Details	W.O. No	Date
Miscellaneous						
OLD COMFORT RD	3	R&B Yard.	Labor Various	Fabricate door assembly for Hotsy enclosure & install flashing & panels as needed.	RD-1210-14	2/11/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Clean out truck & inventory tools as needed.	RD-1212-14	2/11/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Clean out truck & inventory tools as needed.	RD-1213-14	2/11/14
OLD COMFORT RD	3	R&B Yard.	Labor Various	Clean out truck & inventory tools as needed.	RD-1214-14	2/11/14
OLD COMFORT RD		@ 0.70 miles.	Animal Remains Removed	Remove deer carcass from right of way as needed.	SI-1223-14	2/28/14
OLD COMFORT RD		@ 0.55 miles.	Animal Remains Removed	Remove deer carcass as requested.	SI-1216-14	2/28/14
SABINE RD		@ 0.75 miles.	Trash removal	Remove insulation from right of way as requested.	SI-1179-14	2/19/14
New Construction						
LITTLE JOSHUA CREEK RD		From 2.03 to 2.05 miles.	Road Surface	Remove tree from intersection & mill road for asphalt installation.	RD-1197-14	2/5/14
LITTLE JOSHUA CREEK RD		From 2.0 to 2.05 miles.	Road Surface	Cut out intersection & apply rap material.	RD-1198-14	2/10/14
LITTLE JOSHUA CREEK RD		From 2.0 to 2.05 miles.	Road Surface	Installed additional rap material to road entrance.	RD-1199-14	2/12/14
Non Road and Bridge						
APACHERIA PASS E	114		Fabricate	Fabricated new 911 address sign.	RD-1256-14	2/20/14
KENDALL JACKSON	826		Fabricate	Fabricated new 911 address sign.	RD-1257-14	2/20/14
MILL DAM RD	3		Fabricate	Fabricated new 911 address sign.	RD-1258-14	2/21/14
OLD COMFORT RD	3	R&B Yard.	Hauling	Hauled ambulance to Yard for repair as requested.	RD-1276-14	2/25/14
ULMUS RD	139		Fabricate	Fabricated new 911 address sign.	RD-1287-14	2/26/14
US 87		@ 3.3 & 3.4 miles.	Traffic Assistance	Drilled holes & installed sign bases as requested.	RD-1284-14	2/24/14
US 87		@ 3.3 & 3.4 miles.	Traffic Assistance	Fabricated signs for Hill Country Mission for Health as requested.	RD-1285-14	2/25/14
WALNUT GRV NORTH	615		Fabricate	Fabricated new 911 address sign.	RD-1173-14	2/12/14
WALNUT GRV NORTH	619		Fabricate	Fabricated new 911 address sign.	RD-1174-14	2/12/14
WARING WELFARE RD	546		Fabricate	Fabricated new 911 address sign.	RD-1169-14	2/10/14
WARING WELFARE RD	550		Fabricate	Fabricated new 911 address sign.	RD-1171-14	2/10/14
WARING WELFARE RD	548		Fabricate	Fabricated new 911 address sign.	RD-1170-14	2/10/14
SPANISH PASS RD	46	Solid Waste site.	Relocate	Relocated various signs as requested.	SI-1221-14	2/28/14
US 87		@ 3.3 miles.	Install	Installed Hill Country Mission for Health sign as requested.	SI-1210-14	2/27/14
US 87		@ 3.4 miles.	Install	Installed Hill Country Mission for Health sign as requested.	SI-1211-14	2/27/14
Signs						
ALAMO RD		@ 1.32 miles.	Install	Installed Deer Crossing sign as requested.	SI-1120-14	2/4/14
ALAMO RD		@ 1.1 miles.	Install	Installed Deer Crossing sign as requested.	SI-1121-14	2/4/14
ALLEN RD		@ 1.5 miles.	Install	Installed delineators as requested.	SI-1194-14	2/24/14
ALLEN RD		@ 0.7 miles.	Delineator Repair	Repaired fallen delineator.	SI-1198-14	2/25/14
ALLEN RD		@ 0.8 miles.	Delineator Repair	Repaired leaning delineator.	SI-1199-14	2/25/14
CRAVEY RD		@ 1.0 miles.	Delineator Replace	Repaired & replaced bent & faded delineators.	SI-1187-14	2/21/14

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
FABRA OAKS RD		@ 0.03 miles.	Replace Sign	Replaced missing Crimestoppers sign as needed.	SI-1188-14	2/24/14
FIFTH ST		@ 0.55 miles.	Repair Sign Support	Repaired bent Watch for Water on Road/Speed Limit 30 sign support.	SI-1215-14	2/28/14
FRONT ST		@ 0.02 miles.	Relocate	Relocated School Zone/Cell Phone sign from North Creek Rd.	SI-1133-14	2/6/14
HEIN RD		@ 0.01 miles.	Replace Sign	Replaced bent Stop sign.	SI-1140-14	2/10/14
JENNIFER DR		@ 0.04 miles.	Trim Brush	Trimmed brush from Speed Limit 30 sign for visibility.	SI-1197-14	2/25/14
LITTLE JOSHUA CREEK RD		@ 2.05 miles.	Relocate	Relocated Street Name sign & support due to construction.	SI-1125-14	2/5/14
LITTLE JOSHUA CREEK RD		@ 2.05 miles.	Relocate	Relocated Stop/Street Name sign following construction.	SI-1141-14	2/10/14
LITTLE JOSHUA CREEK RD		@ 1.9 miles.	Delineator Repair	Repaired twisted delineator.	SI-1192-14	2/24/14
N RIVER BEND RD		@ 1.3 miles.	Remove	Removed bent delineator as needed.	SI-1203-14	2/26/14
NORTH CREEK RD		@ 0.1 miles.	Relocate	Relocated Speed Limit sign from Front St.	SI-1132-14	2/6/14
OLD #9 HWY		@ 2.8 miles.	Repair Sign Support	Repaired bent Chevron support.	SI-1182-14	2/21/14
OLD #9 HWY		@ 9.5 miles.	Delineator Replace	Replaced missing delineators.	SI-1184-14	2/21/14
OLD #9 HWY		@ 4.7 miles.	Replace Sign	Replaced faded & twisted Chevrons & supports.	SI-1185-14	2/21/14
OLD #9 HWY		@ 8.6 miles.	Delineator Replace	Replaced bent delineator.	SI-1183-14	2/21/14
OLD COMFORT RD		@ 0.8 miles.	Replace Support	Replaced bent Road Narrows sign support.	SI-1218-14	2/28/14
OLD COMFORT RD		@ 0.7 miles.	Delineator Repair	Repaired bent delineator.	SI-1217-14	2/28/14
OLD COMFORT RD		@ 0.8 miles.	Replace Sign	Replaced bent Watch for Water on Road sign.	SI-1219-14	2/28/14
POEHNERT RD		@ 0.01 miles.	Delineator Repair	Repaired bent delineator.	SI-1191-14	2/24/14
RAGSDALE		@ 0.4 miles.	Delineator Replace	Replaced delineator as needed.	SI-1201-14	2/25/14
ROOSEVELT		@ 0.23 miles.	Repair Sign Support	Repaired bent Stop sign support.	SI-1142-14	2/11/14
SADDLE WOOD TRL		@ 0.01 miles.	Replace Sign	Replaced faded Stop sign.	SI-1136-14	2/6/14
SADDLE WOOD TRL			Fabricate	Fabricated missing Street Name sign.	SI-1202-14	2/25/14
SADDLE WOOD TRL		@ 0.01 miles.	Replace Sign	Replaced missing & old Stop/Street Name sign & support.	SI-1204-14	2/26/14
SKY LINE DR		@ 2.6 miles.	Delineator Replace	Replaced missing delineators as needed.	SI-1168-14	2/18/14
SKY LINE DR		@ 1.5 miles.	Repair Sign Support	Repaired leaning Chevrons as needed.	SI-1207-14	2/27/14
TEN WEST DR		@ 0.39 miles.	Delineator Repair	Repaired twisted delineator.	SI-1200-14	2/25/14
TOWER RD		@ 1.4 miles.	Delineator Repair	Repaired missing delineator.	SI-1190-14	2/24/14
TOWER RD		@ 1.3 miles.	Install	Installed delineators as needed.	SI-1189-14	2/24/14
UPPER CIBOLO CREEK RD		@ 0.9 miles.	Install	Installed Object Markers as requested.	SI-1193-14	2/24/14
UPPER CIBOLO CREEK RD		@ 4.4 miles.	Trim Brush	Trimmed brush from Watch for Water on Road sign for visibility.	SI-1196-14	2/25/14
UPPER CIBOLO CREEK RD		@ 3.6 miles.	Delineator Repair	Repaired knocked over delineator.	SI-1195-14	2/25/14
W FABRA LN		@ 0.6 miles.	Replace Support	Replaced broken Flood Gauge support.	SI-1169-14	2/18/14
WARING WELFARE RD		@ 6.4 miles.	Replace Sign	Replaced No Parking sign for visibility.	SI-1114-14	2/3/14
WARING WELFARE RD		@ 6.4 miles.	Remove	Removed No Parking sign.	SI-1113-14	2/3/14
WARING WELFARE RD	235		Place or Remove Temp	Placed temporary mailbox as requested.	SI-1111-14	2/3/14

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
WARING WELFARE RD		@ 6.1 miles.	Sign Replace Support	Replaced old & rusted Intersecting Road sign support & installed No Parking/Tow Away signs as needed.	SI-1116-14	2/3/14
WARING WELFARE RD		@ 6.4 miles.	Replace Sign	Replaced faded & leaning Speed Limit 45 sign & support.	SI-1112-14	2/3/14
WARING WELFARE RD		@ 6.1 miles.	Replace Support	Replaced leaning Stop Ahead sign support & installed No Parking/Tow Away signs as needed.	SI-1115-14	2/3/14
WARING WELFARE RD		@ 8.2 miles.	Install	Installed Chevrons as requested.	SI-1119-14	2/4/14
WARING WELFARE RD	322	@ 3.39 miles.	Mailbox or Driveway	Installed temporary mailbox as needed.	SI-1177-14	2/19/14
WARING WELFARE RD	322	@ 3.39 miles.	Mailbox or Driveway	Removed temporary mailbox.	SI-1181-14	2/20/14
WARING WELFARE RD			Mailbox or Driveway	Installed temporary mailboxes as requested.	SI-1208-14	2/27/14
ZOELLER LN		@ 0.01 miles.	Replace Support	Replaced down Stop sign support.	SI-1118-14	2/3/14
ZOELLER LN		@ 0.02 miles.	Replace Support	Replaced bent Yield sign support.	SI-1117-14	2/3/14
ZOELLER LN		@ 0.4 miles.	Replace Sign	Replaced No Parking/Tow Away sign & support for visibility.	SI-1134-14	2/6/14
ZOELLER LN		@ 0.4 miles.	Replace Sign	Replaced No Parking/Tow Away sign & support for visibility & uniformity.	SI-1135-14	2/6/14
Traffic Related						
OLD #9 HWY		From 0.0 to 9.21 miles.	Roadway Inspection	Checked roads for ice.	RD-1215-14	2/11/14
Total WO's For Pct 4		140				

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders	264					

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 24, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Rental Rate for Ring Mountain Events Center Joshua Springs Park and Preserve

REQUESTED BY: Richard Tobolka – Development Manager
(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action on amending rental rates for the Ring Mountain Events Center at

Joshua Springs Park and Preserve.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 24, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Amending Plat Cordillera Ranch Unit 201B, Block A, Lots 4 and 5

REQUESTED BY: Richard Tobolka – Development Manager
(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

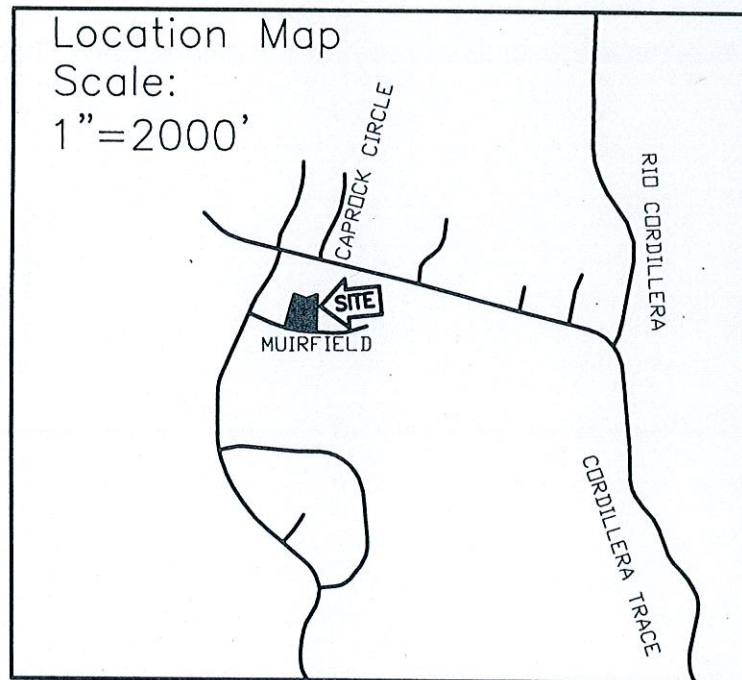
TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on an Amending Plat of Lots 4 and 5, Block A, Cordillera Ranch, Unit

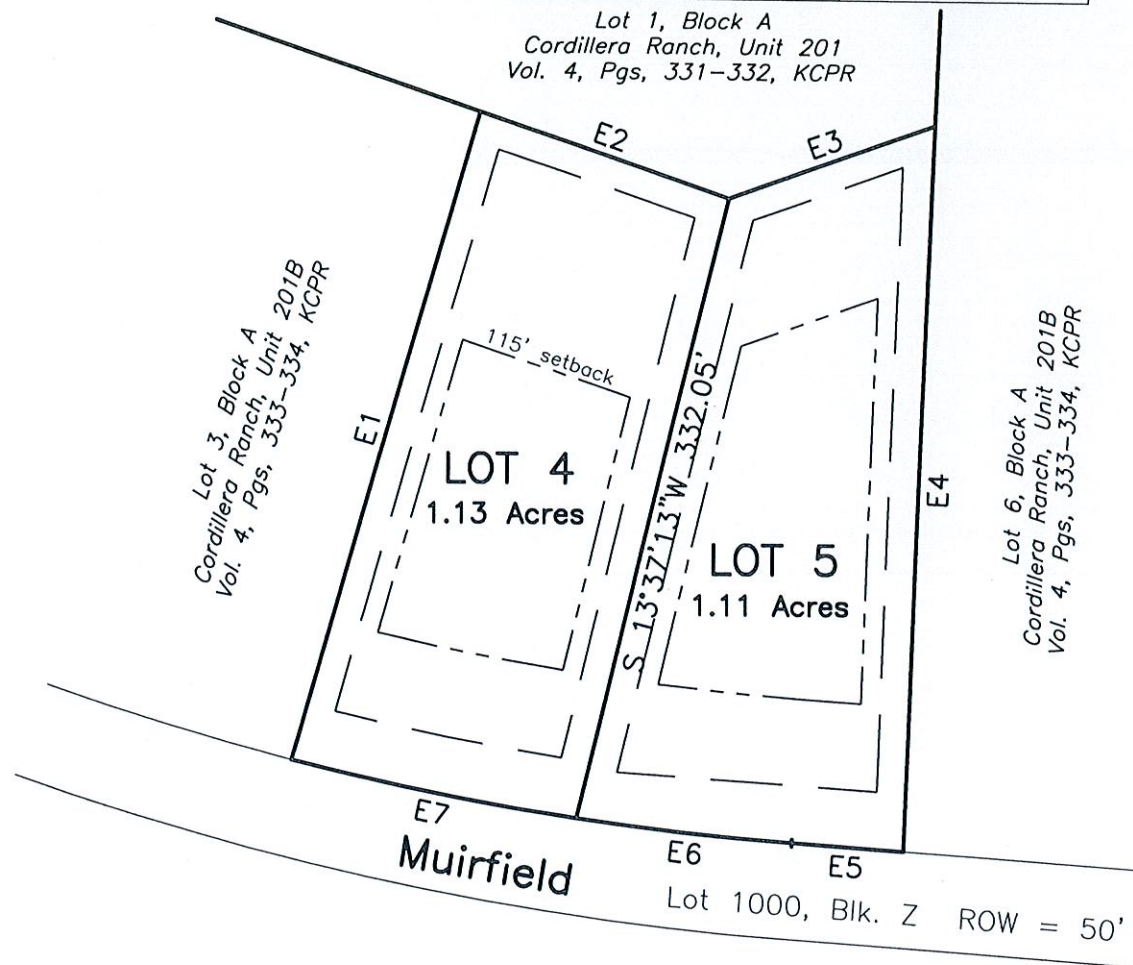
201B Kendall County Texas into Lot 4A in accordance to section 209 of Kendall County

Development Rules and Regulations (R. Richard and Carol G. Coston)



EXISTING

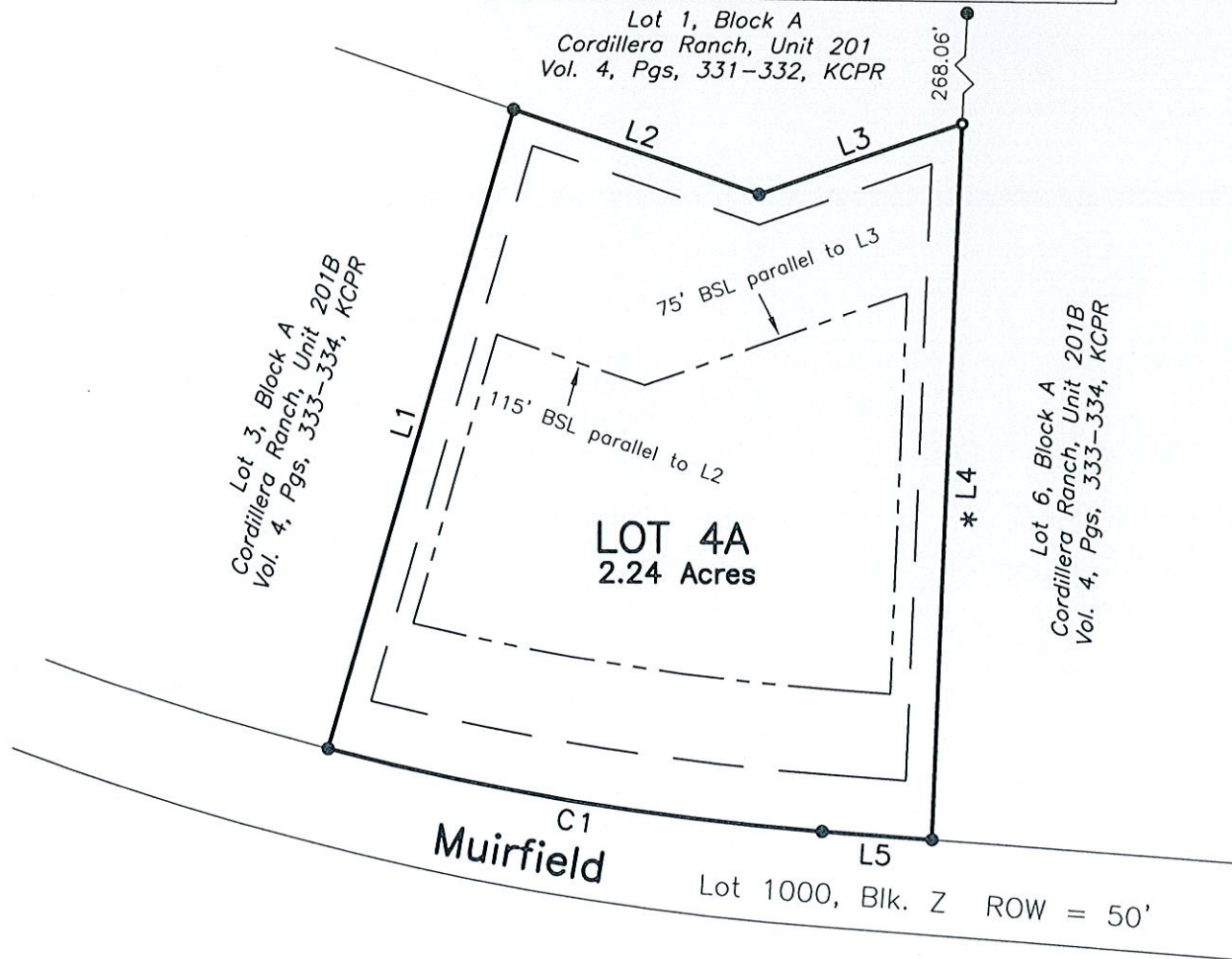
Course	Bearing	Distance
E1	N 16°03'09" E	350.63'
E2	S 71°24'42" E	136.73'
E3	N 70°15'58" E	113.26'
E4	S 02°06'23" W	377.04'
E5	N 86°09'52" W	58.22'



Curve	Radius	Length	Delta	Chord	Chord Bear.
E6	1475.00'	113.51'	4°24'33"	113.48'	N 83°57'36" W
E7	1475.00'	151.30'	5°52'38"	151.23'	N 78°49'01" W

AMENDED

Course	Bearing	Distance
L1	N 15°59'22" E	350.29'
L2	S 71°29'29" E	136.59'
L3	N 70°13'06" E	113.27'
L4	S 02°01'18" W	377.12'
L5	N 86°15'20" W	58.16'



Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	1475.00'	264.88'	10°17'21"	264.53'	N 81°00'10" W

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 24, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Amending Plat for Coveney Ranch Unit 2A, Block 4, Lots 15 & 16

REQUESTED BY: Richard Tobolka – Development Manager
(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action on an Amending Plat of Lots 15 and 16, Block 4, Coveney Ranch

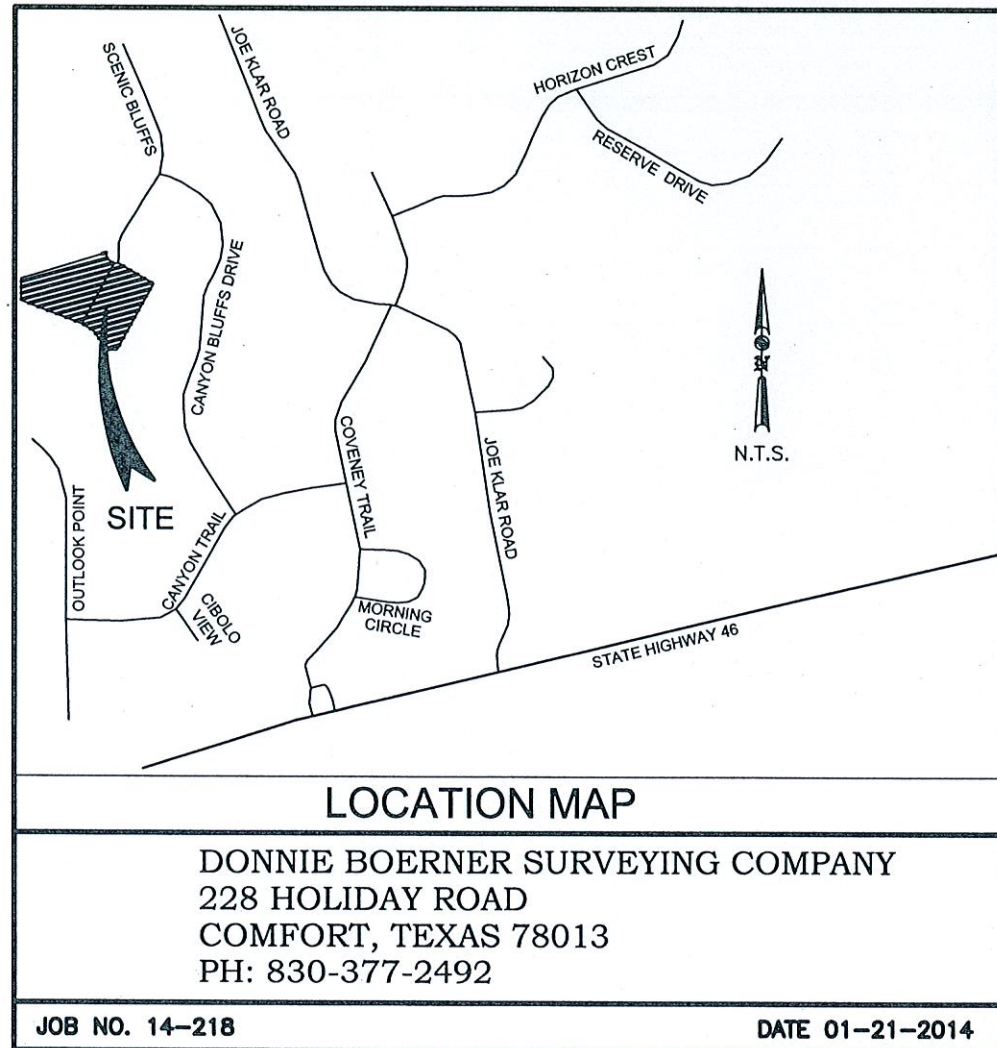
Subdivision Unit 2A, Kendall County, Texas in accordance to section 209 of the Kendall

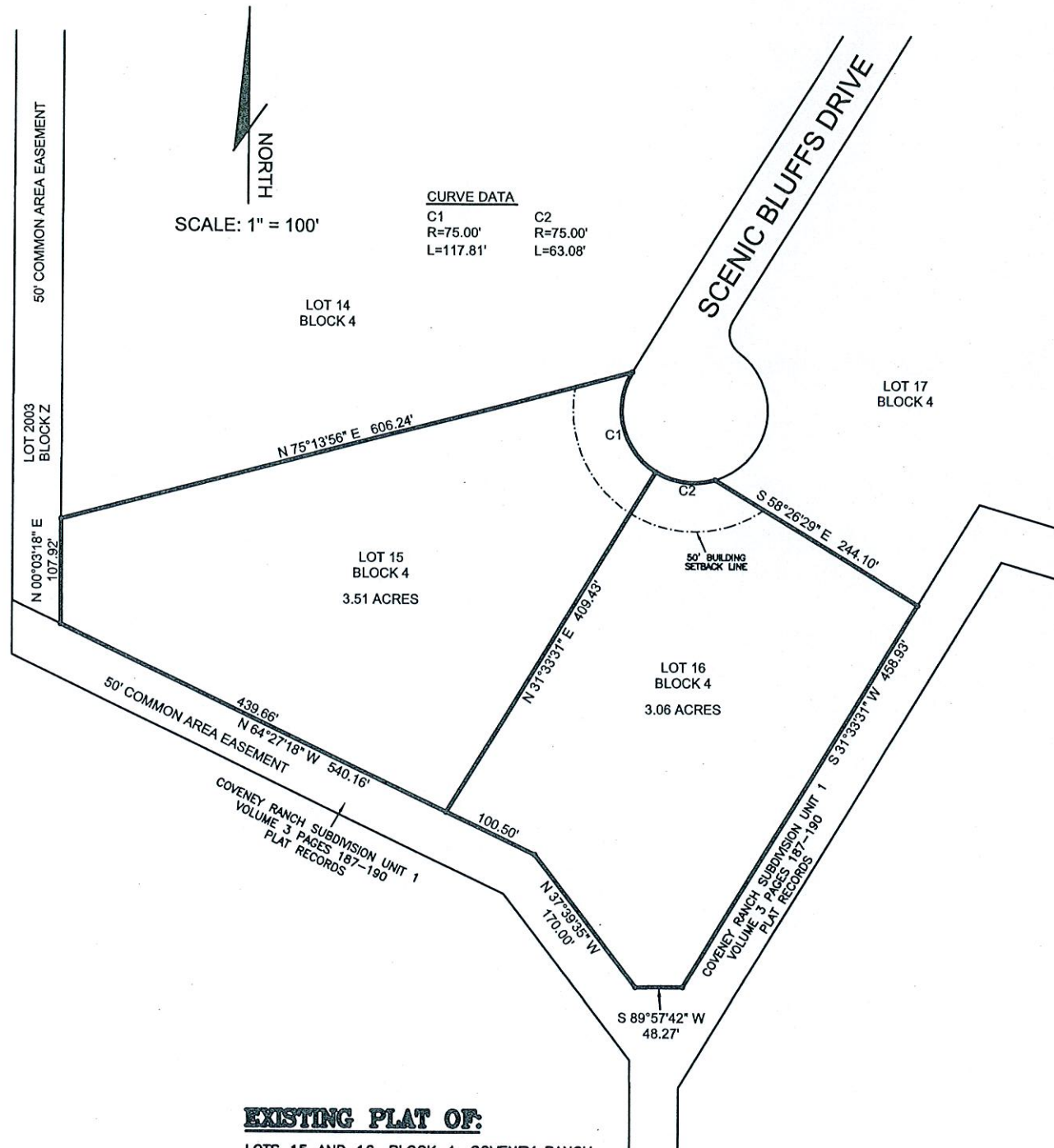
County Development Rules and Regulations. (Michael B and Julie L McPhail)

AMENDING PLAT OF LOTS 15 AND 16
BLOCK 4, COVENEY RANCH SUBDIVISION UNIT 2A
AS RECORDED IN VOLUME 3 PAGES 273-274
PLAT RECORDS, KENDALL COUNTY, TEXAS
INTO LOT 15A, BLOCK 4

NO NEW ROADS CREATED

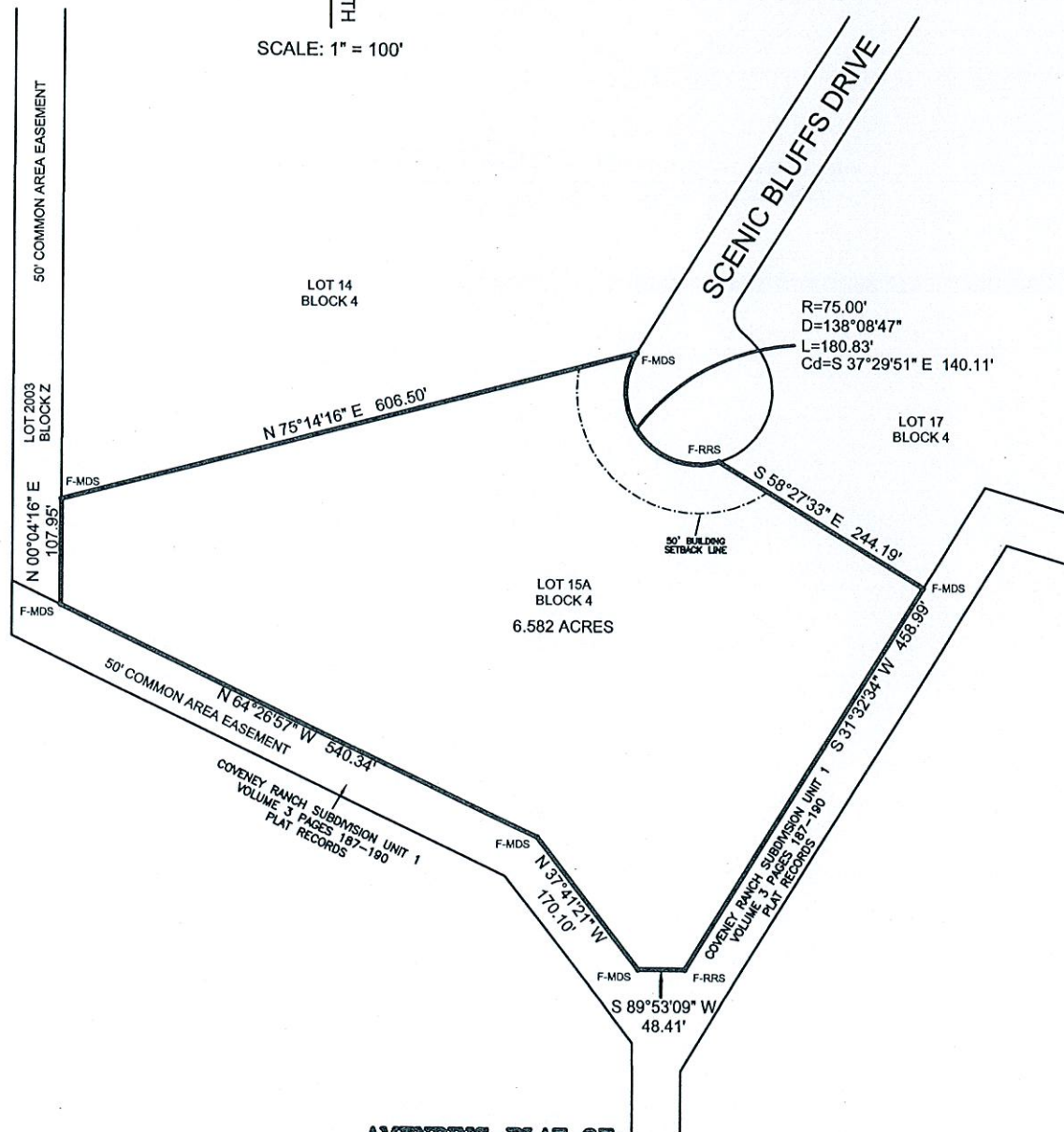
1 LOT CREATED





EXISTING PLAT OF:

LOTS 15 AND 16, BLOCK 4, COVENEY RANCH
SUBDIVISION UNIT 2A RECORDED IN VOLUME
3, PAGES 273-274, PLAT RECORDS,
KENDALL COUNTY, TEXAS



**AMENDING PLAT OF:
COVENEY RANCH SUBDIVISION UNIT 2A**

ESTABLISHING LOT 15A, BLOCK 4, BEING 6.582 ACRES,
COMPRISED OF LOTS 15 AND 16, BLOCK 4, COVENEY RANCH
SUBDIVISION UNIT 2A RECORDED IN VOLUME 3, PAGES 273-274,
PLAT RECORDS, KENDALL COUNTY, TEXAS

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

X Regular Agenda : 3/24/14
Supplemental Agenda: _____
Special Agenda: _____
Executive Session: _____

SUBJECT: JP Credit Card Processing

REQUESTED BY: Gene Miertschin
(Please print your name and title)

PHONE NUMBER/EXTENSION: 315

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discussion and action to enter into an agreement with Electronic Transactions Systems (ETS) for each of the JP offices in order to accommodate credit card transactions that are compatible with the new Tyler Court Software currently being installed in Kendall County.



Merrick Bank

Merchant Application and Agreement

Merchant # <u>394750526898</u>			MCC: <u>9399</u>																																		
MERCHANT NAME (DBA or Trade Name) JUSTICE OF THE PEACE #1			CORPORATE/LEGAL NAME (if Different) KENDALL COUNTY																																		
LOCATION ADDRESS 204 E SAN ANTONIO AVE			CORPORATE ADDRESS (if Different) 201 E SAN ANTONIO AVE																																		
CITY BOERNE		State TX	Zip 78006	CITY BOERNE																																	
Location Phone (830) 331-8258		Location Fax (830) 249-7046		Corporate Phone (830) 249-9343																																	
CONTACT NAME SHERYL D'SPAIN		CONTACT EMAIL ADDRESS SHERYL.DSPAIN@CO.KENDALL.TX.US		CONTACT PHONE (830) 249-9343																																	
FEDERAL TAX ID# 74-6000374																																					
DOES THIS LOCATION CURRENTLY TAKE PAYMENT CARDS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (if yes please provide)			HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes please explain)																																		
PRINCIPLES																																					
Principle #1 Name: First: <u>SHERYL</u> Middle Init: _____ Last: <u>D'SPAIN</u> SSN: _____ % Ownership: _____ Title: <u>TREASURER</u> Home Address: _____ City: _____ State: _____ Zip: _____ Date of Birth: _____ Home Phone: <u>(830) 249-9343</u> DL# / State: _____ Email Address: <u>SHERYL.DSPAIN@CO.KENDALL.TX.US</u>																																					
Principle #2 Name: First: _____ Middle Init: _____ Last: _____ SSN: _____ % Ownership: _____ Title: _____ Home Address: _____ City: _____ State: _____ Zip: _____ Date of Birth: _____ Home Phone: _____ DL# / State: _____ Email Address: _____																																					
TYPE OF BUSINESS			NATURE OF BUSINESS																																		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC State: _____ <input type="checkbox"/> Non-Profit (Must Provide 501-C-3) <input type="checkbox"/> Private <input type="checkbox"/> Publicly Traded <input checked="" type="checkbox"/> Government <input type="checkbox"/> Board Run/Operated Length of time in business: <u>144</u> Years <u>0</u> Months Product or Service being offered: _____			<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Retail w/Tip <input type="checkbox"/> Mail/Phone Order <input type="checkbox"/> Internet <input type="checkbox"/> Restaurant <input type="checkbox"/> Fast Food <input type="checkbox"/> Lodging <input type="checkbox"/> QSR <input type="checkbox"/> Convenience <input type="checkbox"/> Public Sector <input type="checkbox"/> Petroleum <input type="checkbox"/> Utility <input type="checkbox"/> Other _____ Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please indicate high volume months J <input type="checkbox"/> F <input type="checkbox"/> M <input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> J <input type="checkbox"/> J <input type="checkbox"/> A <input type="checkbox"/> S <input type="checkbox"/> O <input type="checkbox"/> N <input type="checkbox"/> D <input type="checkbox"/>																																		
Method of Acceptance: (Totals to equal 100%) Credit Cards Swiped: <u>90</u> % MO/TO <u>5</u> % Key Entered: <u>5</u> % Internet: <u>0</u> % (URL: _____) Merchant's URL(s): _____			* Merchants processing less than 70% swipe transactions must complete the MO/TO Questionnaire (over) Annual VMC Volume: \$ <u>15,600.00</u> Monthly Payment Card Volume: \$ <u>1300.00</u> Ave. Ticket: \$ <u>165.00</u> High Ticket: \$ <u>300.00</u> Merchant Name to appear on Statement: <input checked="" type="checkbox"/> DBA Name <input type="checkbox"/> Legal Name Other: _____																																		
DOES MERCHANT USE AN INDEPENDENT SERVICER THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION? NAME: <u>EMONEY</u> VERSION NUMBER: <u>4.7</u> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (if yes, please provide:)																																					
DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT? NAME: _____ PHONE NUMBER: _____ <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please provide:)																																					
HAS MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY? Explanation: _____ <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please provide:)																																					
BANK ACCOUNT INFORMATION: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account Bank Name: _____ Attach voided check for the operating account where funds are to be deposited Transit # (ABA Routing): _____ Account # (DDA): _____ Contact: _____ Phone #: _____ * By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account																																					
SCHEDULE A: VISA/MASTERCARD/DISCOVER® DISCOUNT RATES & FEES:																																					
CARD FEES:																																					
<table border="1" style="width:100%"><thead><tr><th>INTERCHANGE (COST) PLUS:</th><th>% Markup</th><th>P/I Markup</th></tr></thead><tbody><tr><td>CREDIT:</td><td></td><td></td></tr><tr><td>Visa BPS</td><td>0.20 %</td><td>\$0.10</td></tr><tr><td>MC BPS</td><td>0.20 %</td><td>\$0.10</td></tr><tr><td>Discover BPS</td><td>0.50 %</td><td>\$0.10</td></tr><tr><td>DEBIT:</td><td></td><td></td></tr><tr><td>Offline Debit</td><td>0.30 %</td><td>\$0.10</td></tr><tr><td>Online Debit</td><td>0.10 %</td><td>\$0.10</td></tr></tbody></table>						INTERCHANGE (COST) PLUS:	% Markup	P/I Markup	CREDIT:			Visa BPS	0.20 %	\$0.10	MC BPS	0.20 %	\$0.10	Discover BPS	0.50 %	\$0.10	DEBIT:			Offline Debit	0.30 %	\$0.10	Online Debit	0.10 %	\$0.10								
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OTHER FEES:																																					
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If you currently accept American Express please write your existing account number on the line provided; if you do not currently accept American Express and would like to, please check the box to apply. American Express (10 digits): _____ <input type="checkbox"/> Apply																																					
Site Inspection: Merchant: <input checked="" type="checkbox"/> Owns <input type="checkbox"/> Rents Landlord: _____ Building Type: <input type="checkbox"/> Shopping Cntr. <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence Area Zoned: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential Square Footage: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501 - 2500 <input type="checkbox"/> 2501 - 5000 <input checked="" type="checkbox"/> 5001 - 10000+ Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Comments: _____																																					
* By signing below, inspector is certifying he/she has visited the location and information provided is true & correct Inspector Name: <u>SEAN LYNCH</u> Inspector Date: _____ Signature: _____																																					

MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD PRESENT:

What percentage of sales are to: Businesses Consumer _____ % Individual Consumer _____ %

Method of Marketing: ☐ Newspaper/magazine ☐ Television/Radio ☐ Internet ☐ Direct Mail, Brochure and/or Catalog ☐ Outbound Telemarketing Sales ☐ Other: _____

Percentage of products sold via: Telephone Orders _____ % Mail Fax Orders _____ % Internet Orders _____ % Other: _____ %

Who processes the order? ☐ Merchant ☐ Fulfillment Center ☐ Other: _____

Who enters credit card information into the processing system? ☐ Merchant ☐ Fulfillment Center ☐ Consumer ☐ Other: _____

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better? ☐ No ☐ Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? ☐ No ☐ Yes if yes please provide the following:

Merchant Certificate Number _____ Certificate Issuer _____ Exp. Date: _____ Is Certificate ☐ Individual ☐ Shared

Do you own the product/inventory? ☐ No ☐ Yes Is the product stored at your business location? ☐ No ☐ Yes If no, where is it stored? _____

After charge authorization, how long until product ships? _____ days Who ships the product _____

Product shipped by: ☐ Merchant ☐ Other _____ Delivery receipt requested? ☐ Yes ☐ No

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A
NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask for a copy of your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance section have the meanings set forth in the Terms and Conditions section)

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledge(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction. Merchant agrees to pay such approved fees; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merrick Bank as the Sponsor Bank, ETS CORPORATION will may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ETS CORPORATION will have all the rights of BANK under this Application and Agreement

MERCHANT:

Principal #1: ☒ _____
Print Name: SHERYL D'SPAIN Date: _____

Principal #2: ☒ _____
Print Name: _____ Date: _____

BANK:

By: _____ Date: _____
Name and Title: _____

ETS CORPORATION:

By: _____ Date: _____
Name and Title: HADI AKKAD - VP

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty section have the meanings set forth below in the Terms and Conditions section)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ETS CORPORATION or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ETS CORPORATION and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant.

Principal #1: _____
Print Name: ☒ SHERYL D'SPAIN Date: _____

Principal #2: _____
Print Name: ☒ _____ Date: _____

BANK DISCLOSURE

Member Bank Information: Merrick Bank, 135 Crossways Park Dr North, Suite A100 Woodbury, NY 11797 • Phone (800) 267-2256

Important Bank Responsibilities:

1. Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. Merrick Bank is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply.
3. Merrick Bank, not ETS CORPORATION must hold, administer and control all reserve funds derived from settlement.
4. Merrick Bank, not ETS CORPORATION, must hold, administer and control settlement funds for the Merchant.
5. Merrick Bank must be a principal (signer) to the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Complying with cardholder data security and storage requirements
2. Maintaining fraud and chargebacks below established thresholds.
3. Reviewing and understanding the Merchant Agreement.
4. Complying with Visa's operating regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Principal #1: X
Print Name: SHERYL D'SPAIN

Date: _____

Principal #2: X

Print Name: _____ Date: _____

TERMS AND CONDITIONS

Subject to the requirements of applicable Card Association rules, ETS CORPORATION and Bank may allocate their respective duties and obligations between themselves as they deem appropriate at their sole discretion, and ETS CORPORATION or Bank may jointly or individually assert or exercise the rights or remedies provided to the Bank hereunder. In consideration of the mutual covenants herein, Bank, ETS CORPORATION and Merchant have agreed as follows

ARTICLE I - DEFINITIONS

- 1.01 "Account" means a commercial checking account or demand deposit maintained by Merchant as set forth in Section 5.16 for the crediting of collected funds and the debiting of fees and charges under this Agreement.
- 1.02 "ACH" means the Automated Clearing House paperless entry system controlled by the Federal Reserve Board.
- 1.03 "Agreement" means these terms and conditions and any supplementary documents indicated herein, and valid schedules and amendments to the foregoing.
- 1.04 "Authorization" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale.
- 1.05 "Card" means (i) a valid credit card in the form issued under license from Visa U.S.A., Inc. Visa International, Inc. or MasterCard International, Inc. ("Bank Card") or Discover®; or (ii) any other valid credit card accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.06 "Card Association" means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc. or Discover or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.07 "Card Issuer" means the financial institution or company which has provided a Card to a Cardholder.
- 1.08 "Card Not Present (CNP)" means that an Imprint of the Card is not obtained at the point-of-sale.
- 1.09 "Cardholder" means the person whose name is embossed upon the face of the Card.
- 1.10 "Cardholder Information" means any non-public, sensitive information about a Cardholder, including any combination of Cardholder name plus the Cardholder's social security number, driver's license or other identification number or credit or debit card number, or other bank account number.
- 1.11 "Chargeback" means the procedure by which a Sales Draft (or disputed portion thereof) is returned to Bank by a Card Issuer because such item does not comply with the applicable Card plan's operating regulations.
- 1.12 "Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.13 "Imprint" means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically capturing Card Data and printing a Sales Draft.
- 1.14 "Mid or Non-Qualifying Transaction" means any sale Transaction that fails to qualify for lowest interchange rate assigned by the applicable Card Association for the standard card industry code of Merchant and which may be charged fees as set forth in Schedule A.
- 1.15 "Sales Draft" means the paper form, whether electronically or manually imprinted, evidencing a sale Transaction.
- 1.16 "Transaction" means any sale of products or services, or credit for such, from a Merchant for which the Cardholder makes payment through the use of any Card and which is presented to Bank for collection.
- 1.17 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems.

ARTICLE II - CARD ACCEPTANCE

- 2.01 Honoring Cards.

(a) Merchant will accept all valid Cards when properly presented by Cardholders in payment for goods or services, subject to applicable Card Association rules requiring Merchant to elect whether it will accept credit only, debit only or both debit and credit Cards. Merchant's election is set forth in the Application. (b) Merchant will not establish minimum or maximum amounts for Card sales as a condition for accepting any Card. (c) Merchant will not require any Cardholder to pay as a surcharge any part of any discount or charge imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a Cardholder presenting a Card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, Merchant may not, by this term, be prevented from offering discounts to customers for cash purchases. (d) Merchant will not engage in a Card Transaction (other than a mail order, telephone order, ecommerce or preauthorized sale to the extent permitted under this Agreement) if the person seeking to charge the purchase to his or her Card account does not present the Card to permit Merchant to compare the signature on the Card to the signature on the Sales Draft and obtain an Imprint or otherwise use the physical Card to complete the Transaction.
- 2.02 Advertising.

(a) Merchant agrees to prominently display the promotional materials provided by Bank and ETS CORPORATION in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) will be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and ETS CORPORATION. (b) Merchant may use promotional materials and Marks only during the term of this Agreement and will immediately cease use and return any inventory to Bank or ETS CORPORATION upon any termination thereof. (c) Merchant will not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which suggests or implies that either endorses any goods or services other than Card payment services.
- 2.03 Card Acceptance. When accepting a Card, Merchant will follow the steps provided by Bank and ETS CORPORATION for accepting Cards and will:

(a) Determine in good faith and to the best of its ability that the Card is valid on its face; (b) Obtain Authorization from the Card Issuer to charge the Cardholder's account; (c) Unless the Sales Draft is electronically generated or is the result of a mail, phone or preauthorized order, (i) obtain an Imprint of the Card including embossed data from the merchant imprinter plate; and (ii) obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (d) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (e) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or, if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (f) Offer the Sales Draft to Bank for purchase according to Bank's procedures and the terms of this Agreement; and (g) Make an Imprint of the Card, if the Transaction is not based upon a mail, phone or pre-authorized order.
- 2.04 Authorization. Merchant will obtain an Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization through the use of a terminal, Merchant will request a Voice Authorization from Bank's designated authorization center and will legibly print the authorization number on the Sales Draft. Merchant will not obtain or attempt to obtain authorization from Bank's authorization center unless Merchant intends to submit to Bank a Transaction for the authorized amount if Authorization for the Transaction is given. Merchant may not divide a single Transaction between two or more Sales Drafts on a single Card to avoid Authorization limits that may be set by the Card Issuer. Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization is not a guarantee that the Transaction will not be subject to dispute or Chargeback and does not warranty the Cardholder's identity. Merchant may not attempt to obtain an authorization by successively decreasing the sale amount. Bank or ETS CORPORATION may refuse to purchase or process any Sales Draft presented by Merchant: (a) unless a proper authorization or approval code has been recorded on the Sales Draft; (b) if Bank or ETS CORPORATION determines that the Sales Draft is or is likely to become uncollectible from the Cardholder to which the transaction would otherwise be charged; or (c) if Bank or ETS CORPORATION has reason to believe that the Sales Draft was prepared in violation of any provision of this Agreement. Merchant will use, and may not circumvent, fraud identification tools requested by Bank or ETS CORPORATION, including Address Verification System processing and CVV2 processing, and acknowledges that the use of these tools may prevent Merchant from accepting certain Cards as payment. Merchant acknowledges that its use of fraud identification tools may not prevent fraudulent Card usage, and agrees that any fraudulent Transaction may ultimately result in a Chargeback, for which Merchant retains full liability under this Agreement.
- 2.05 Retention and Retrieval of Cards.

(a) Merchant will use its best efforts, by reasonable and peaceful means, to retain or recover a Card (i) when receiving such instructions when making a request for Authorization or (ii) if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. (b) The obligation of Merchant imposed by this section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Bank and ETS CORPORATION harmless from any claim arising from any injury to person or property or other breach of the peace in connection with the retention or recovery of a Card.
- 2.06 Multiple Transaction Records; Partial Consideration.

Merchant will not prepare more than one Sales Draft for a single sale or for a single item but will include all items of goods and services purchased in a single Transaction in the total amount on a single Sales Draft except under the following circumstances: (i) For purchases in separate departments of a multiple department store; (ii) For partial payment, installment payment, delayed delivery or an advance deposit; or (iii) For delayed or amended charges governed by rules for travel and entertainment merchants and Transactions.

2.07 Telephone Orders, Mail Orders, eCommerce, Preauthorized Orders and Installment Orders.

(a) Unless Merchant has been approved by Bank to accept mail, phone or eCommerce orders, Merchant warrants that it is a walk-in trade business, located in a retail business place where the public moves in and out freely in order to purchase merchandise or obtain services. If Bank and ETS CORPORATION determines Merchant has accepted unapproved Card Transactions without Bank's authorization, which are placed by telephone, generated through telephone solicitation, mail order or other means that does not create a Sales Draft that bears the Card imprint and Cardholder's signature, this Agreement will be immediately terminated and the value of all Sales Drafts collected from the first day of processing may be charged back to Merchant and all funds therefrom will be held pursuant to Article IV. (b) Unless approved by Bank, this Agreement does not contemplate regular acceptance of Cards for sales accepted by telephone, mail or eCommerce nor through preauthorized orders. If an occasional Card Transaction is made by mail, phone or preauthorized order, the Sales Draft may be completed without the Cardholder's signature or an Imprint, but in such case Merchant will create a Sales Slip containing Cardholder data, an Authorization number, the sale amount and the letters "MO", "TO" or "PO", as appropriate. Receiving an Authorization will not relieve the Merchant of liability for Chargeback on any Transaction for which the Merchant did not obtain an Imprint or the Cardholder's signature.

2.08 Lodging and Vehicle Rental Transactions.

(a) Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder's intended length of stay or rental. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount. (b) Regardless of the terms and conditions of any written preauthorization form, the Sales Draft amount for any lodging or vehicle rental Transaction will include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and will not include any consequential charges. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction.

2.09 Returns and Adjustments; Credit Vouchers.

(a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered will be established and posted in accordance with operating regulations of the applicable Card Association's regulations. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). (b) If Merchant does not make these disclosures, a full refund in the form of a credit to the cardholder's Card account must be given. Disclosures must be made on all copies of Sales Drafts or invoices in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the Cardholder's signature. (c) Any change in Merchant's return or cancellation policy must be submitted in writing to Bank and ETS CORPORATION not less than fourteen (14) days prior to the change. Bank or ETS CORPORATION reserves the rights to refuse to process any Sales Draft made subject to a revised return or cancellation policy of which Bank and ETS CORPORATION have not been notified as required herein.

2.10 Cash Payments. Merchant will not receive any payments from a Cardholder for charges included in any Transaction resulting from the use of any Card nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of effecting a deposit to the Cardholder's Card account.

2.11 Cash Advances; Scrip Purchases. Merchant will not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party and will not accept any Card at a scrip terminal. Merchant agrees that either such action will be grounds for immediate termination of this Agreement.

2.12 Duplicate Transactions. Merchant will not deposit duplicate Transactions. Merchant will be debited for any adjustments for duplicate Transactions and will be liable for any Chargebacks which may result therefrom.

2.13 Deposit of Fraudulent Transactions. Merchant will not accept or deposit any fraudulent Transaction and may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Agreement. If Merchant deposits any prohibited Transaction, Merchant may be immediately terminated, and Bank may hold funds and/or demand an Escrow pursuant to Sections 4.02 and 5.06; further, Merchant may be subject to the Visa and MasterCard and Discover reporting requirements under the terms of this Agreement. Merchant understands and agrees that it is responsible for its employees' action, whether negligent or fraudulent, while in its employ.

2.14 Collection of Pre-existing Debt. Merchant will not prepare and present to Bank for purchase any Transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations (i) previously owed to Merchant, (ii) rising from the dishonor of a Cardholder's personal check, Chargeback, and/or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

2.15 Data Security/Personal Cardholder Information. Merchant may not, as a condition of sale, impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or Merchant has reason to believe the identity of the person presenting the Card may be different than that of the Cardholder. Merchant will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than Bank or ETS CORPORATION or the applicable Card Association, except as expressly authorized in writing by the Cardholder, or as required by law.

(a) **Safeguards.** Merchant will maintain appropriate administrative, technical and physical safeguards for all Cardholder Information. These safeguards will (i) insure the confidentiality of Cardholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Information; (iii) protect against unauthorized access to or use of Cardholder Information that could result in substantial harm or inconvenience to any Cardholder; and (iv) properly dispose of all Cardholder Information to ensure no unauthorized access to Cardholder Information. Merchant will maintain all such safeguards applicable to Merchant or Bank or ETS CORPORATION in accordance with applicable federal and state laws, rules, regulations and guidance.

(b) **Compliance with Card Association Rules.** Merchant represents, warrants and covenants that it is and will remain throughout the term of this Agreement in compliance with Card Association bylaws, operating regulations and rules related to data security, data integrity and the safeguarding of Cardholder Information including the Payment Card Industry Data Security Standard ("PCI"), Discover Information Security Compliance ("DISC"), MasterCard's Site Data Protection Program ("SDP"), and Visa's Customer Information Security Program ("CISP"), in effect and as may be amended, supplemented or replaced. Merchant will cause all of its service providers, subcontractors and agents to comply with PCI, SDP, DISC and CISP requirements at all times. Merchant will report any non-compliance immediately to Bank or ETS CORPORATION. To accomplish the foregoing, Merchant will encrypt all debit, credit or stored value card numbers whether in storage, transport or backup and will not store data security codes on its systems, network or software.

(c) **Annual Certification.** Merchant will provide an annual certification to Bank or ETS CORPORATION if requested by Bank or ETS CORPORATION (in a form acceptable to Bank or ETS CORPORATION) certifying compliance with the data security provisions of this Agreement, including compliance with applicable Card Association requirements such as PCI, SDP and CISP. Merchant will provide annual certifications for Merchant's service providers, subcontractors and agents.

(d) **Information Use Limitations.** Merchant may not sell, disclose, or otherwise make Cardholder Information available, in whole or in part, in a manner not provided for in this Agreement, without Bank's or ETS CORPORATION's prior written consent. Merchant may, however, disclose Cardholder Information to its service providers, subcontractors and agents who have a need to know such information to provide the Services described in this Agreement, provided that those individuals or entities have assumed confidentiality obligations in accordance with this Agreement, or as may be required by legal process or applicable federal and state laws, rules, regulations and guidance and have entered into a written agreement with Merchant containing Merchant's and such individuals' or entities' agreement to the foregoing data security provisions including compliance with Card Association rules, regulations or bylaws.

(e) **Response to Unauthorized Access.** Merchant will notify Bank or ETS CORPORATION within 24 hours after it knows of any breach in security resulting in an unauthorized access to Cardholder Information. Merchant will provide any assistance that Bank or ETS CORPORATION, the issuing bank of any Cardholder, and their regulators and the Card Associations deem necessary to contain and control the incident to prevent further unauthorized access to or use of Cardholder Information. Such assistance may include, but not be limited to, preserving records and other evidence and compiling information to enable Bank or ETS CORPORATION and the issuing bank (s) or the Card Associations to investigate the incident and provide assistance and cooperation to: (a) file suspicious activity reports (as applicable); (b) notify their regulators (as applicable); and (c) notify the affected Cardholder (as required). Unless the unauthorized access was due to Bank's acts or omissions, Merchant will bear the cost of notifying affected Cardholder.

(f) **Miscellaneous.** Merchant may not make a claim against Bank or ETS CORPORATION or hold Bank or ETS CORPORATION liable for the acts or omissions of other merchants, service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Bank or ETS CORPORATION or over which Bank or ETS CORPORATION has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in this Agreement. This Section 2.15 and each of its subsections will survive this Agreement's termination. Merchant may not store in any system or in any manner discretionary Card read data including without limitation CVV2 data, PIN data, address verification data or any other information prohibited by Card Association Rules.

- 2.16 **Compliance with Card Association Rules.** Merchant will comply with and conduct its Card activities in accordance with all applicable Card Association rules and regulations. Failure to comply with such rules and regulations may result in Merchant being terminated for cause and listed on various Card Association and industry databases, including the Terminated Merchant File and the Merchant Alert to Control High Risk Merchants file ("MATCH"). With respect to MasterCard, Discover, or Visa USA, Merchant may not: (a) accept Cardholder payments for previous Card charges incurred at the Merchant location; (b) establish a minimum or maximum transaction amount as a condition for honoring a Card; (c) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (d) add any surcharge to transactions; (e) add any tax to transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (f) enter into interchange any transaction receipt for a transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval (Merchant may pursue payment from the Cardholder outside the Card Association system); (g) request or use an account number of any purpose other than as payment for its goods or services; (h) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant; (i) disburse funds in the form of cash, unless: (i) Merchant is a lodging or cruise line merchant disbursing cash to a Cardholder, (ii) Merchant is dispensing funds in the form of travelers cheques, Cards, or foreign currency, or (iii) Merchant is participating in the Card Association cash back service; (j) accept a Card for the purchase or scrip; (k) accept a Card for manual cash disbursement; (l) accept a Card to collect or refinance existing debt that has been deemed uncollectible by the Merchant providing the associated goods or services; or (m) enter into a Transaction that represents collection of a dishonored check. Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable, at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business. (n) accept a Card for an unlawful Internet gambling transaction. Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable, at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business.
- 2.17 **Merchant's Business.** Merchant will notify Bank or ETS CORPORATION immediately if it intends to (a) transfer or sell any substantial part of its total assets, or liquidate; (b) change the basic nature of its business, including selling any products or services not related to its current business; (c) change majority ownership or transfer control of its business; (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; (e) alter in any way Merchant's approved monthly volume, average, or maximum ticket; or (f) changes its return policies or to another fulfillment house different from those identified in Merchant Application. Merchant will notify Bank or ETS CORPORATION promptly in writing if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of Merchant and for Bank's or ETS CORPORATION'S exercise of all its rights and remedies provided by this Agreement. If any change listed above occurs, Bank or ETS CORPORATION may immediately terminate this Agreement.
- 2.18 **Merchant's Warranties.** Merchant represents and covenants that: (a) all information contained in the Merchant Application or any other documents delivered to Bank or ETS CORPORATION in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject; (c) Merchant holds all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) there is no action, suit or proceeding at law or in equity now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) each Sales Draft presented to Bank or ETS CORPORATION for collection is genuine and is not the result of any fraudulent or prohibited Transaction or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement; (f) each Sales Draft is the result of a bona fide Card Transaction for the purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Sales Draft; (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby; (h) Merchant has complied with Bank's or ETS CORPORATION'S procedures for accepting Cards, and the Card Transaction itself does not involve any element of credit for any other purposes other than as set forth in this Agreement, and is not subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Card Associations' rules, the Consumer Credit Protection Act (15 USC §1601) or other relevant state or federal statutes or regulations; and (i) any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted by Bank or ETS CORPORATION.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK

- 3.01 **Acceptance.** Bank will accept from Merchant all Sales Drafts deposited by Merchant under the terms of this Agreement and will present the same to the appropriate Card Issuers for collection against Cardholder accounts. Merchant is required to transmit Sales Drafts and Credit Vouchers to Bank or its processing vendor on the same of next business immediately following the day that such Sales Drafts and Credit Vouchers have been originated. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and regulations of the Card Associations. Bank will only provisionally credit the value of collected Sales Drafts to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, Reserve deposits, negative Sales Draft batch deposits and items for which Bank did not receive final payment.
- 3.02 **Endorsement.** The presentment of Sales Drafts to Bank for collection and payment is Merchant's agreement to sell and assign all its right, title and interest in each Sales Draft completed in conformity with Bank's acceptance procedures and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf.
- 3.03 **Prohibited Payments.** Bank will have the sole right to receive payment of any Sales Draft presented by Merchant and paid by Bank unless and until there is a Chargeback. Unless specifically unauthorized in writing by Bank, Merchant will not make or attempt to make any collections on any Sales Draft, including Chargebacks, and will hold in trust for Bank and will promptly deliver in kind to Bank any payment Merchant receives, in whole or in part, of the amount of any accepted Transaction, together with the Cardholder's name and account number and any correspondence accompanying the payment.
- 3.04 **Chargebacks.** Merchant will accept for chargeback any sale for which the Cardholder disputes the validity of the sale according to prevailing Card Association regulations, or a Card issuer or Bank or ETS CORPORATION determines that Merchant has in any way failed to comply with Card Association regulations or Bank's or ETS CORPORATION'S procedures in accepting a Card and presenting the resulting Sales Draft to Bank for purchase. Section 2.03 notwithstanding, Bank may charge back the amount of a Card sale for which the Cardholder disputes that authorizing the charge if Merchant failed to obtain the Card Imprint or the Cardholder's signature. Merchant may not initiate a sale Transaction in an attempt to collect a Chargeback. Merchant will pay the current published fees for each Chargeback as listed on Schedule A.
- 3.05 **Chargeback Reserve Account.** Notwithstanding anything to the contrary in this Agreement, Bank or ETS CORPORATION may establish (without notice to Merchant) and Merchant agrees to fund a non-interest bearing chargeback reserve account (the "Reserve Account"), or demand other security or raise any discount, transaction or other fees. This account may be established at any time or for any reason. Specific examples might include: (a) Merchant engages in any charge processing that creates an overcharge to a Cardholder by duplicating charges; (b) any activity designed by Merchant to circumvent a "call center" message when attempting to process a transaction; (c) Merchant breaches this Agreement, violates any representation, covenant or warranty herein, violates any applicable Card Association rule or applicable law; (d) Merchant's application is in any way inaccurate or becomes inaccurate subsequent to Bank's approval of the application; (e) Merchant changes its type of business without Bank's prior written approval; (f) fraud, Merchant processes an unauthorized charge, or other action that violates Bank's or ETS CORPORATION'S applicable risk management standards or is likely to cause a loss; (g) Merchant has chargebacks exceeding 1% of the total number of transactions completed by Merchant in any 30 calendar day period; (h) excessive numbers of requests from consumers or issuing banks to retrieve documentation; (i) Merchant's financial stability is in question or Merchant ceases doing business; or (j) Merchant terminates this Agreement. Once the Reserve Account is established, collected funds will be placed in the Reserve Account. Before releasing funds after this Agreement is terminated, Merchant will pay any equipment cancellation fees and any outstanding charges, losses or amounts, and Chargebacks for which Merchant has provided indemnification under this Agreement. Further, Bank or ETS CORPORATION may require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank or ETS CORPORATION into the Reserve Account. Once established, unless Bank or ETS CORPORATION determines otherwise at its sole discretion, the Reserve Account will remain in place for 180 days and a reasonable period thereafter during which Cardholder disputes may remain valid under applicable Card Association rules. The provisions of this Agreement relating to account debits and credits apply to the Reserve Account and survive this Agreement's termination until Bank terminates the Reserve Account. Any balance remaining after chargeback rights have expired and all of Bank's or ETS CORPORATION'S other expenses, losses and damages have been paid will be disbursed to Merchant.

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.01 **Term.** This Agreement will be effective once Bank and ETS CORPORATION accepts it and will continue until party has provided written notice of cancellation /termination given no less than thirty (30) days prior to termination of services.

4.02 **Termination.**

(a) **Without Cause.** Bank or ETS CORPORATION may terminate this Agreement, without cause, upon 30 days advance written notice to Merchant.

(b) **For Cause.** Bank or ETS CORPORATION may terminate this Agreement in its sole discretion, effective immediately, upon written or verbal notice, or by closing Merchant's point-of-sale terminal, if Bank or ETS CORPORATION reasonably determines that any of the following conditions exists: (i) Merchant has violated any provision of this Agreement; (ii) there is a material adverse change in Merchant's financial condition; (iii) if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief; (iv) any information which Merchant provided to Bank or ETS CORPORATION, including Application information, was false, incomplete or misleading when received; (v) at any time during the term of this Agreement, Merchant has had a monthly ratio of Chargebacks to total transactions exceeding Card Association requirements or 1%, or Chargebacks exceed 3% of any monthly dollar amount of total transactions; (vi) an overdraft in the settlement account exists for more than three days; (vii) Merchant or any of Merchant's officers or employees has been involved in processing transactions arising from fraudulent or otherwise unauthorized transactions; (viii) Merchant is or will be unable or unwilling to perform its obligations under this Agreement or applicable law; (ix) Merchant has failed to timely pay Bank or ETS CORPORATION any amount due; (x) Merchant has failed to promptly perform or discharge any obligation under its settlement account or the Reserve Account; (xi) any of Merchant's representations or warranties made in connection with this Agreement was not true or accurate when given; (xii) Merchant has defaulted on any agreement it has with the Bank or ETS CORPORATION; (xiii) Bank or ETS CORPORATION is served with legal process seeking to attach or garnish any of Merchant's funds or property in Bank's or ETS CORPORATION's possession, and Merchant does not satisfy or appeal the legal process within 15 days of such service; (xiv) any Card Association rules are amended in any way so that the continued existence of this Agreement would cause Bank or ETS CORPORATION to be in breach of those rules; (xv) any guaranty supporting Merchant's obligations is revoked, withdrawn, terminated or altered in any way; (xvi) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Association; (xvii) termination is necessary to prevent loss to Bank or ETS CORPORATION or Card Issuers; (xviii) Merchant's type of business indicated on the Application or as conducted by Merchant could endanger the Bank's or ETS CORPORATION's safety or soundness; (xix) Merchant's owner, officer, guarantor, or corporate entity has a separate relationship with the Bank or ETS CORPORATION and that relationship is terminated, (xx) Merchant appears on any Card Association's security reporting; or (xxi) Bank's or ETS CORPORATION's security for repayment becomes impaired.

4.03 **Effect of Bankruptcy.** Any account or security held by Bank or ETS CORPORATION will not be subject to any preference, claim or stay by reason of bankruptcy or similar law. The parties expressly agree that the acquisition of Card Transactions hereunder is a financial accommodation and if Merchant becomes a debtor in any bankruptcy or similar proceeding, this Agreement may not be assumed or enforced by any other person and Bank or ETS CORPORATION will be excused from performance hereunder.

4.04 **Effect of Termination.** When termination becomes effective, the parties' rights and obligations existing under this Agreement survive. If this Agreement is terminated, regardless of cause, Bank or ETS CORPORATION may withhold and discontinue the disbursement for all Cards and other Merchant Transactions in the process of being collected and deposited. If Merchant is terminated for cause, Merchant acknowledges that Bank or ETS CORPORATION may be required to report Merchant's business name and the names and other identification of its principals to the MATCH file maintained by Visa, Discover, and MasterCard. Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file. Merchant waives and will hold harmless Bank or ETS CORPORATION from any claims that Merchant may raise as a result of Bank's or ETS CORPORATION's MATCH file reporting. Merchant will also immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate this Agreement. Further, Merchant will return all Bank or ETS CORPORATION property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Bank's or ETS CORPORATION's expenses relating to Chargebacks) survive termination. Bank or ETS CORPORATION is not liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will upon request provide Bank or ETS CORPORATION with all original and electronic copies of Sales Drafts and Credit Vouchers that have been retained by Merchant as of the date of termination. Upon termination, any amounts due to Bank or ETS CORPORATION will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Bank or ETS CORPORATION. The parties agree that if this Agreement is terminated before completion of the initial term of this Agreement for any reason other than a material uncured breach by Bank or ETS CORPORATION, Merchant will pay Bank or ETS CORPORATION damages determined by (a) computing the number of months remaining from the date of termination to the end of the then current term, and (b) multiplying that number by the average monthly processing fees and adding Bank's or ETS CORPORATION's costs and attorneys' fees. Merchant agrees that these damages are not a penalty but are a reasonable computation of the financial harm caused by the termination of this Agreement. Bank's or ETS CORPORATION's rights of termination are non-cumulative.

ARTICLE V - MISCELLANEOUS

5.01 **Account Monitoring.** Merchant acknowledges that ETS CORPORATION and/or Bank will monitor Merchant's daily deposit activity. Merchant agrees that Bank may upon reasonable grounds suspend the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. ETS CORPORATION and/or Bank will make good faith efforts to notify Merchant promptly. ETS CORPORATION and/or Bank will not be liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement.

5.02 **Forms.** Merchant will use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Bank or ETS CORPORATION, and Merchant will not use such forms other than in connection with Card Transactions.

5.03 **Indemnification.** Merchant will defend, indemnify and hold Bank and ETS CORPORATION and its officers, directors, members, shareholders, partners, employees, agents, subcontractors and representatives harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs ("Damages"), asserted against or incurred by Bank and ETS CORPORATION arising out of, relating to or resulting from, either directly or indirectly: (a) a breach of the security of the system safeguarding Cardholder Information resulting in unauthorized access to Cardholder Information; (b) a breach of any representation, warranty or term of this Agreement, including, but not limited to, the data security provisions by Merchant, or any service provider, subcontractor or agent of Merchant; (c) the negligence, gross negligence or willful misconduct of Merchant in the performance of its obligations under this Agreement, including, but not limited to, the data security provisions; (d) any violation of applicable federal and state laws, rules, regulations and guidance and Card Association rules by Merchant; and (e) all third party claims arising from the foregoing. Notwithstanding the preceding, Merchant is not liable to Bank or ETS CORPORATION if Damages are caused by, related to or arise out of Bank's or ETS CORPORATION's negligence, gross negligence or willful misconduct, or Bank's or ETS CORPORATION's breach of this Agreement. Merchant will promptly reimburse Bank or ETS CORPORATION for any assessments, fines, fees or penalties imposed by the Card Association in connection with this Agreement, including the data security provisions, and authorizes Bank or ETS CORPORATION to deduct any such sums from amounts to be cleared and settled with Merchant.

5.04 **Records.** In addition to any records merchants routinely furnished to Bank or ETS CORPORATION pursuant to this Agreement, Merchant will preserve a copy of the actual paper Sales Drafts and Credit Vouchers and any written authorization of the Cardholder for at least two (2) years after the date Merchant presents the Transaction to Bank.

5.05 **Requests for Copies.** Immediately upon receipt of any request by Bank or ETS CORPORATION, Merchant will provide either the actual paper Sales Draft or a legible copy thereof (in size comparable to the actual Sales Draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or ETS CORPORATION to meet Bank's and ETS CORPORATION's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

5.06 **Compliance with Law.** Merchant will comply with all laws applicable to Merchant, Merchant's business and any Card Transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.

5.07 **Fees and Charges.** Merchant will pay to Bank or ETS CORPORATION the fees and charges set forth on Schedule A including any additional charges applied to transactions that fail to meet Card Association requirements for the lowest interchange levels. Merchant's Account will be debited through ACH or withheld from daily payments to Merchant for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Bank or ETS CORPORATION may change fees, including adding fees for additional services utilized by Merchant, upon 30 days written notice to Merchant.

- 5.08 **Security Interest.** To secure payment of Merchant's obligations under this Agreement, Merchant grants to Bank and ETS CORPORATION a security interest in all now existing or hereafter acquired: (a) Transactions, Sales Drafts, Credit Vouchers and other items submitted to Bank and ETS CORPORATION for processing by or for Merchant; (b) accounts receivable and payment rights relating to or arising from this Agreement, including all amounts due Merchant (including any rights to receive credits or payments hereunder); (c) accounts (including without limitation all deposit accounts) maintained with the Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account, in the name of or for the benefit of, Merchant or any guarantor of Merchant's obligations under this Agreement; (d) deposits, regardless of source, to Merchant's or any guarantor's accounts with Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account; (e) all deposits and all other property and funds deposited by Merchant or withheld by Bank or ETS CORPORATION, including funds and property withheld as the result of security monitoring; and (f) proceeds of the foregoing. If Bank or ETS CORPORATION reasonably determines that Merchant has breached any obligation under this Agreement, or that proceeds of Merchant's future card sales are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Bank or ETS CORPORATION (whether because this Agreement has been terminated or for any other reason), Bank or ETS CORPORATION may setoff or otherwise exercise its security interest without notice or demand by immediately withdrawing from or freezing any account or otherwise exercising its rights under this Agreement or those rights available under applicable laws, including the Utah Uniform Commercial Code, or in equity. In addition to the collateral pledged above, Bank or ETS CORPORATION may require Merchant to furnish such other and different security as Bank or ETS CORPORATION deems appropriate in its sole discretion to secure Merchant's obligations under this Agreement. Bank or ETS CORPORATION may fully or partially prohibit withdrawal by Merchant of funds from Merchant's deposit accounts maintained with Bank or ETS CORPORATION or financial institutions other than Bank or ETS CORPORATION, pending Bank's or ETS CORPORATION's determination from time to time to exercise its rights as a secured party against such accounts in partial or full payment of Merchant's obligations to Bank or ETS CORPORATION. Merchant will execute any documents and take any actions required to comply with and perfect any security interest under this paragraph, at Merchant's cost. Merchant represents and warrants that no other party has a security interest or lien in any of the collateral pledged above, and Merchant will obtain Bank's or ETS CORPORATION's written consent before it grants a lien or security interest in that pledged collateral to any other person.
- 5.09 **Modifications to Agreement.** This Agreement is subject to amendment to conform with Card Association regulations, as amended from time to time. From time to time Bank and ETS CORPORATION may amend any provision or provisions of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by mailing written notice to Merchant of the amendment at least thirty (30) days prior to the effective date of the amendments, and the amendment will become effective unless Bank or ETS CORPORATION receives Merchant's notice of termination of this Agreement before such effective date. Amendments required due to changes in either Card Association's rules and regulations or any law or judicial decision may become effective on such shorter period of time as Bank may specify if necessary to comply with the applicable rule, regulation, law or decision.
- 5.10 **Warranty Disclaimer.** ETS CORPORATION MAKES NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND ETS CORPORATION EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.11 **Limitation of Liability.** Bank's and ETS CORPORATION's liability with respect to any Card Transaction may not exceed the amount of the Sales Draft in connection with that Transaction less any applicable fees and charges. Bank and ETS CORPORATION is not liable for any incidental or consequential damages whatsoever. Merchant waives all claims against Bank and ETS CORPORATION for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable attorneys' fees) of any kind unless Merchant provides written notice to ETS CORPORATION or Bank of the occurrence that gave rise to the alleged liability within 30 days after Merchant knew or should have known of the occurrence. Merchant will indemnify and hold Bank and ETS CORPORATION harmless from any claim relating to any Sales Draft paid for by Bank as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action, or for any damages or losses that Bank or ETS CORPORATION may incur as a result of Merchant's breach of this Agreement. Further, Merchant will reimburse Bank or ETS CORPORATION for all expenses and costs, including attorneys' fees, with regard thereto.
- 5.12 **Waiver.** Failure by Bank or ETS CORPORATION to enforce one or more of the provisions of this Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.
- 5.13 **Written Notices.** All written notices and other written communications required or permitted under this Agreement will be deemed delivered immediately when hand-delivered or sent via facsimile and the sender obtains a fax confirmation receipt, and upon mailing when sent first class mail, postage prepaid, addressed as follows:
(a) ETS CORPORATION, 10 Pidgeon Hill Drive, Suite 200, Sterling, VA 20165
(b) Bank: Merrick Bank Corporation, 10705 South Jordan Gateway, Suite 200, South Jordan, UT 84095, Attn: SVP of Merchant Services, Facsimile: (516)576-8741;
(c) If to Merchant: At the facsimile number or address provided as the billing address and to the contact listed on the Merchant Application.
- 5.14 **Choice of Law; Jurisdiction.** Utah law governs this Agreement. Any claim or cause of action arising out of this Agreement against Bank must be initiated and maintained exclusively in the state or federal courts located in Salt Lake County, Utah.
- 5.15 **Entire Agreement; Assignability.** This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and except as provided herein, may be modified only in writing executed by Bank and ETS CORPORATION and Merchant. This Agreement may not be assigned, directly or by operation of law, without Bank's and ETS CORPORATION's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.
- 5.16 **Deposit Account.** Merchant will at all times maintain an Account at a bank that is a member of the Federal Reserve ACH system and will provide Bank and ETS CORPORATION with proper authorization to debit the Account. All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which Merchant is liable under the terms of this Agreement will be made to the Account. Merchant may not close or change the Account without written notice to Bank and ETS CORPORATION. Merchant will be solely liable for all fees and costs associated with the Account and for all overdrafts. Merchant hereby grants to Bank and ETS CORPORATION a security interest in the Account to the extent of any and all fees, payments and Chargebacks and other amounts due which may arise under this Agreement, and Merchant will execute any document and obtain any consents or waivers from the bank at which the Account is maintained as requested by Bank and ETS CORPORATION to protect its security interests therein.
- 5.17 **Credit and Financial Inquiries; Additional Locations; Inspections.** Bank or ETS CORPORATION may make, at any time, any credit inquiries which it may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance activities subsequent to acceptance of this Agreement. Such inquiries may include, but are not limited to, a credit and/or criminal check of the business including its proprietor, partners, principal owners or shareholders or officers. Upon Bank's or ETS CORPORATION's request, Merchant will provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or ETS CORPORATION may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices. Merchant may accept Cards only at locations approved by Bank or ETS CORPORATION. Additional locations may be added, subject to Bank's or ETS CORPORATION's approval. Any party to this Agreement may delete any location by providing notice as provided herein. Merchant will permit Bank or ETS CORPORATION, at any time and from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this paragraph may be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement. Bank or ETS CORPORATION, its internal and external auditors, and its regulators may audit compliance with this Agreement, compliance with federal and state laws, rules, regulations and guidance applicable to the services, Card acceptance and Transaction processing, and data security provisions, including Card Association compliance. Merchant will make available its records maintained and produced under this Agreement, and Merchant's facilities will be made accessible, upon notice during normal business hours for examination and audit. Nothing in this section may be construed to require Merchant to give access to its facilities, personnel or records in a manner that unreasonably interferes with its business operations. Each party will bear its expenses of any audit.
- 5.18 **Marketing of Non-Bankcard Services.** From time to time, Bank may offer to Merchant certain additional products and services which may or may not be related to the processing of credit card Transactions. If such offers are made, Merchant may decline the offers or be deemed to have accepted the offers and be liable for payment therefore.
- 5.19 **Force Majeure.** The parties will be released from liability hereunder if they fail to perform any obligation where the failure occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorism, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental authority, or either party's compliance therewith, or governmental regulation, or priority, or any other similar cause beyond either party's reasonable control.
- 5.20 **No Third Party Beneficiary.** No other person or entity may be deemed to be a third party beneficiary of this Agreement.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 24, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Amendment to Tyler Technologies' Odyssey Court Management

REQUESTED BY: Darlene Herrin, County Clerk
(Please print your name and title)

PHONE #/EXT: 230

TIME NEEDED FOR PRESENTATION: 5 Minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to approve the Amendment to the Tyler Technologies' Software as a Service and Professional Services Agreement dated November 18, 2009. The purpose of the Amendment is to add three (3) additional users to the Agreement. One each for the following offices: County Clerk, District Clerk and Court Reporter for County Court at Law.



DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

March 11, 2014

Honorable Commissioners' Court
Kendall County

Explanation of my Agenda Item Request for March 24, 2014 Commissioners' Court Meeting

Amendment to Tyler Technologies' Software as a Service and Professional Services Agreement dated November 19, 2009.

Three additional users were approved in the 2014 Budget.

Cost per user per year: \$3600

Cost paid from the following:

County Court at Law Court Reporter

County Court at Law Judge 10-430-54523

County Clerk

County Clerk's Records Management (Fund 19) 19-403-54523

District Clerk

District Clerk's Records Management (Fund 25) 25-450-54523

The additional user rights were installed on all three computers in October of 2013.

Respectfully submitted,

A handwritten signature in blue ink that reads "Darlene Herrin".

Darlene Herrin, County Clerk

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2014 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 one (1) additional user for the District Clerk and one (1) additional User for the County Clerk;

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

1. One (1) additional User for District Clerk (Jury) is hereby added to the Agreement at the annual rate of \$3,600 for the remainder of the Term.
2. Two (2) additional Users for County Clerk are hereby added to the Agreement at the annual rate of \$3,600 per User for the remainder of the Term.
3. SaaS Fees for the additional Users added hereby shall be invoiced quarterly pursuant to the Agreement commencing on April 1, 2014 through the remainder of the Term.
4. The parties understand and agree that Schedule 1 of the Agreement contained contradicting provisions regarding the Term of the Agreement. The parties intend that the Agreement expire on December 31, 2017 and hereby Amend the Agreement to that extent, which shall be a total of EIGHT years. Year eight commencing on January 1, 2017 shall be invoiced at the same rates listed in Schedule 1 for the previous year 7.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____