

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ 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 September 22, 2014.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 10/14/2014
☐ 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 claims for purchases, services and vendors.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Workers' Compensation Program Participation Recognition

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM:

Presentation by the Texas Association of Counties (TAC) recognizing Kendall County's membership in the Workers' Compensation Program since the program began in 1974.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

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

10/14/14

SUBJECT: Tax Levy Totals

REQUESTED BY: James Hudson, Tax Assessor Collector
(Please print your name and title)

PHONE NUMBER/EXTENSION: 271

TIME NEEDED FOR PRESENTATION: 3 minutes

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

Request Commissioners Court Approval of the 2014
Tax Levy Roll total, \$18,300,444.13

2014 LEVY TOTALS

GKE - KENDALL COUNTY

Property Count: 28,002

Grand Totals

9/22/2014

3:43:06PM

Land	Value			
Homesite:	709,138,675			
Non Homesite:	840,562,557			
Ag Market:	1,944,870,575			
Timber Market:	0	Total Land	(+)	3,494,571,807

Improvement	Value			
Homesite:	2,054,151,368			
Non Homesite:	1,385,999,047	Total Improvements	(+)	3,440,150,415

Non Real	Count	Value			
Personal Property:	2,754	337,138,400			
Mineral Property:	2	11,843,160			
Autos:	0	0	Total Non Real	(+)	348,981,560
			Market Value	=	7,283,703,782

Ag	Non Exempt	Exempt			
Total Productivity Market:	1,944,870,575	0			
Ag Use:	22,065,509	0	Productivity Loss	(-)	1,922,805,066
Timber Use:	0	0	Appraised Value	=	5,360,898,716
Productivity Loss:	1,922,805,066	0			
			Homestead Cap	(-)	15,087,746
			Assessed Value	=	5,345,810,970
			Total Exemptions Amount	(-)	547,748,909
			(Breakdown on Next Page)		
			Net Taxable	=	4,798,062,061

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	42,482,558	37,559,725	118,167.98	126,568.22	225			
DPS	670,010	660,010	2,384.01	2,384.01	3			
OV65	918,458,744	873,254,350	2,866,610.07	2,923,683.63	3,273			
Total	961,611,312	911,474,085	2,987,162.06	3,052,635.86	3,501	Freeze Taxable	(-)	911,474,085
Tax Rate	0.394000							
						Freeze Adjusted Taxable	=	3,886,587,976

Levy Info			
M&O Rate:	0.350796	M&O Tax:	16,293,601.14
I&S Rate:	0.043204	I&S Tax:	2,006,717.40
Protected I&S Rat	0.000000	Protected I&S Tax	0.00
		Ag Penalty:	125.59
		PP Late Penalty:	0.00
		Total Levy	18,300,444.13
Tax Increment Finance Value:	0		
Tax Increment Finance Levy:	0.00		

KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

COURT DATE: October 14, 2014 ☒ Open Session ☐ Executive Session

SUBJECT: Architect for EMS building expansion and/or modernization.

REQUESTED BY: Darrel Lux, County Judge / Corinna Speer, County Auditor

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

WORDING OF AGENDA ITEM:

Receive responses to request for qualifications of architects to be considered for employment by the County to develop options and advise the County concerning recommended expansion and/or modernization of the EMS facility. Action as necessary.

JUSTIFICATION:

It has been proposed that the EMS facility be expanded and modernized in order to better serve the citizens of Kendall County. The Professional Services Procurement Act, Chapter 2254, Government Code provides that architects should be selected on the basis of demonstrated competence and qualifications to perform the services involved. The Request for Qualifications (RFQ) invited interested architects to submit information to the County stating their demonstrated competence and qualifications for consideration by the County.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Indigent Defense Resolution

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 adoption of Resolution #10-14-2014 to
allow the County to apply and receive a grant for Indigent Defense.

2015 Kendall County Resolution #10-14-2014

Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Kendall County Commissioners Court has agreed that in the event of loss or misuse of the funds, Kendall County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2014.

Darrel L. Lux
County Judge

Attest:

County Clerk

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Chapter 59 Asset Forfeiture 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) :

Consideration and action to request the County Auditor to conduct an audit of the Sheriff's Department Chapter 59 asset forfeiture funds as required by Article 59.06 of the Code of Criminal Procedures.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Resolution for Home-Delivered Meal Grant Program

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve Resolution 10-14-2014-B pertaining to the Texas Department of Agriculture and the Home-Delivered Meal Grant Program for the Rainbow Senior Center and home-delivered meals.



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT
10-14-2014-B

A RESOLUTION OF THE COUNTY OF KENDALL TEXAS (County)
CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO
RAINBOW SENIOR CENTER,
(Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO
HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A
DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE
ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of
Agriculture to supplement and extend existing services homebound persons in the County who
are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program
(Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-
delivered meal services to make a grant to the Organization, in order for the Organization to be
eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting
system or fiscal agent, in order for the Organization to be eligible to receive Program grant
funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the
amount of \$15,000.00 to be used between the:

1st of October, 2014 and the 30th of September, 2015.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals
to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting
system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 14th day of
October, 2014.

Signature of Authorized Official

Darrel L. Lux, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ 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).

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Renew Technical Service Support agreement

REQUESTED BY: Jeffery Fincke, EMS Administrator

(Please print your name and title)

PHONE NUMBER/EXTENSION: 830 249-3721

TIME NEEDED FOR PRESENTATION: 5 minutes

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

Discussion and Action to renew the Technical Service Support Agreement with Physio Control.

This is to cover the four Lifepak 12's in service. 3 year agreement paid annually.

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 13171101
KENDALL CTY EMS
1175 N MAIN
BOERNE, TX 78006

Bill To # 13171102
KENDALL CTY AUDITOR
201 E SAN ANTONIO ST STE 113
BOERNE, TX 78006

This Technical Service Support Agreement begins on 11/18/2014 and expires on 11/17/2017.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$14,265.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: WECC53
Ollie Oliver
Phone: 800-442-1142
FAX: 800-772-3340

Customer Contact:
Jeff Finke
Phone: 830-249-3721
FAX: 830-249-7936

Reference Number: C53-1995
Printed: 10/3/2014

Renewal
Page 1 of 5

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) the end of the useful life of the battery as set forth in the applicable Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- ☐ supply or repair of accessories or disposables
- ☐ repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- ☐ case changes
- ☐ repair or replacement of items not originally distributed or installed by Physio-Control
- ☐ Upgrades, and installation of Upgrades
- ☐ battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reseriving the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Ollie Oliver, WECC53
District: SOUTHWEST
Phone: 800-442-1142
FAX: 800-772-3340

Equipment Location: KENDALL CTY EMS, 13171101
1175 N MAIN
BOERNE, TX 78006

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-007228	36047374	1	11/18/2014	11/17/2017	3
LIFEPAK® 12	VLP12-02-007228	36047539	2	11/18/2014	11/17/2017	3
LIFEPAK® 12	VLP12-02-007228	36047558	3	11/18/2014	11/17/2017	3
LIFEPAK® 12	VLP12-02-007228	36047559	4	11/18/2014	11/17/2017	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o Replacement of four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries every two years, or upon battery failure; or
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o Replacement of four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries every two years, or upon battery failure every two years, or upon battery failure; or
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda :

10/14/14

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

SUBJECT: _____

Sales Tax Report Sept. 2014

REQUESTED BY: _____

Asheryl Bissair

(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) :

Present sales tax report for September
(July collections)



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

October 13, 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 September, Kendall County received collections of \$ 240,661.23 for the month of July 2014. This figure is up 14.27% from July collections the previous year. Our year-to-date collections are \$ 2,053,143.60 an increase of 10.90% from last year.

A handwritten signature in cursive script that reads "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	176,917.89	-2.07%	-31.53%	623,378.48	637,875.34	2.32%
Feb 2014	APRIL 2014	187,200.31	208,281.16	11.26%	18%	810,576.79	846,156.50	4.38%
Mar 2014	MAY 2014	224,110.96	238,820.91	6.56%	15%	1,034,687.75	1,084,977.41	4.86%
Apr 2014	JUNE 2014	197,930.28	245,872.37	24.22%	3%	1,232,618.03	1,330,849.78	7.96%
May 2014	JULY 2014	207,608.14	222,710.27	7.27%	-9%	1,440,226.17	1,553,560.05	7.89%
Jun 2014	AUGUST 2014	200,460.60	258,922.32	29.16%	16%	1,640,686.77	1,812,482.37	10.47%
Jul 2014	SEPTEMBER 2014	210,592.96	240,661.23	14.27%	-7%	1,851,279.73	2,053,143.60	10.90%
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 :

10/14/14

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

SUBJECT: _____

Cash Balances July & August 2014

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 cash balances for
July & August 2014.

KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING July 31, 2014

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General *	\$ 68,436.61	\$ 650,089.69	\$ 1,447,476.27	\$ 1,500,000.00	\$ -	\$ 771,050.03
11-Road & Bridge	\$ 1,281,963.56	\$ 41,151.95	\$ 192,123.86	\$ -	\$ -	\$ 1,130,991.65
12-EMS Donations	\$ 32,908.81	\$ 220.00	\$ 279.92	\$ -	\$ -	\$ 32,848.89
13-Courthouse Security	\$ 105,348.56	\$ 1,721.44	\$ 589.46	\$ -	\$ -	\$ 106,480.54
14-Animal Facility Donations	\$ 43,665.03	\$ 725.00	\$ -	\$ -	\$ -	\$ 44,390.03
15-Lateral Road & Bridge	\$ 103,794.26	\$ -	\$ -	\$ -	\$ -	\$ 103,794.26
16-Court Reporter Service	\$ 56,144.79	\$ 765.00	\$ -	\$ -	\$ -	\$ 56,909.79
17-Hot Check	\$ 19,100.42	\$ 300.08	\$ 210.04	\$ -	\$ -	\$ 19,190.46
18-911 Project	\$ 2,699.16	\$ -	\$ -	\$ -	\$ -	\$ 2,699.16
19-Records Mgmt(Cnty Clerk)	\$ 266,855.98	\$ 8,625.00	\$ 6,243.50	\$ -	\$ -	\$ 269,237.48
20-Law Library	\$ 4,135.66	\$ 1,785.00	\$ 3,761.51	\$ -	\$ -	\$ 2,159.15
21-Justice Court Technology	\$ 26,823.33	\$ 778.06	\$ 288.00	\$ -	\$ -	\$ 27,313.39
22-Justice Court Bldg Security	\$ 17,703.68	\$ 194.54	\$ -	\$ -	\$ -	\$ 17,898.22
23-County & District Technology	\$ 3,992.36	\$ 263.61	\$ -	\$ -	\$ -	\$ 4,255.97
24-Alternative Dispute Resolution	\$ 5,450.21	\$ 835.00	\$ -	\$ -	\$ -	\$ 6,285.21
25-District Clerk Records Mgmt	\$ 65,129.01	\$ 1,535.92	\$ 4,500.00	\$ -	\$ -	\$ 62,164.93
26-County Clerk Rec. Archive Fund	\$ 33,656.00	\$ 8,260.00	\$ -	\$ -	\$ -	\$ 41,916.00
27-Vital Statistics Records	\$ 249.00	\$ 51.00	\$ -	\$ -	\$ -	\$ 300.00
29-LEOSE Training	\$ 35,406.50	\$ -	\$ -	\$ -	\$ -	\$ 35,406.50
33-Juv Probation-State Grant	\$ 30,515.05	\$ 18,029.90	\$ 26,403.61	\$ -	\$ -	\$ 22,141.34
34-Juv Probation Title IV E	\$ 89,019.62	\$ -	\$ 105.43	\$ -	\$ -	\$ 88,914.19
35-Juvenile Probation	\$ (89,257.39)	\$ 240.59	\$ 34,164.04	\$ -	\$ -	\$ (123,180.84)
41-MVDIT Interest	\$ 807.63	\$ -	\$ -	\$ -	\$ -	\$ 807.63
42-Special Election Fund	\$ 10,420.86	\$ 9,545.67	\$ -	\$ -	\$ -	\$ 19,966.53
50-Crime Victims Grant	\$ (150,777.16)	\$ -	\$ 14,021.11	\$ -	\$ -	\$ (164,798.27)
80-Tobacco Settlement	\$ 15,591.11	\$ -	\$ -	\$ -	\$ -	\$ 15,591.11
81-Historical Commission	\$ 1,013.68	\$ -	\$ -	\$ -	\$ -	\$ 1,013.68
82-Economic Development Corp.	\$ (18,750.00)	\$ -	\$ 6,250.00	\$ -	\$ -	\$ (25,000.00)
84-S.O. Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 264,030.89	\$ 38,420.61	\$ 1,470.00	\$ -	\$ -	\$ 300,981.50
60-2003 Limited Tax Ref. Bond	\$ 527.89	\$ -	\$ -	\$ -	\$ -	\$ 527.89
62-Series 2007 Lim.TaxGen	\$ 106,771.21	\$ 3,874.41	\$ -	\$ -	\$ -	\$ 110,645.62
63-Series 2013 UnLim.Tax Road Bond	\$ 124,333.09	\$ 9,440.99	\$ -	\$ -	\$ -	\$ 133,774.08
64-Series 2014 Limited Tax Rfnding	\$ 62,295.53	\$ 2,066.57	\$ -	\$ -	\$ -	\$ 64,362.10
71-Herff Road Project *	\$ 138,834.25	\$ 1.13	\$ 502,516.91	\$ 482,388.89	\$ -	\$ 118,707.36
90-Trust Account**	\$ 1,582,208.58	\$ 2.65	\$ 3,319.00	\$ -	\$ 1,578,110.93	\$ 781.30
96-TCDP Disaster Recovery	\$ 80.22	\$ 26,371.27	\$ 26,371.23	\$ -	\$ -	\$ 80.26
85-Local S.O. Forfeiture	\$ 326.54	\$ 2,151.00	\$ -	\$ -	\$ -	\$ 2,477.54
87-Federal S.O. Forfeiture	\$ 199,381.58	\$ 934.85	\$ 14,387.61	\$ -	\$ -	\$ 185,928.82
CASH BALANCES	\$ 4,545,788.86	\$ 828,380.93	\$ 2,284,481.50	\$ 1,982,388.89	\$ 1,578,110.93	\$ 3,493,966.25

*Transfer from Logic, ** Transfer to Logic

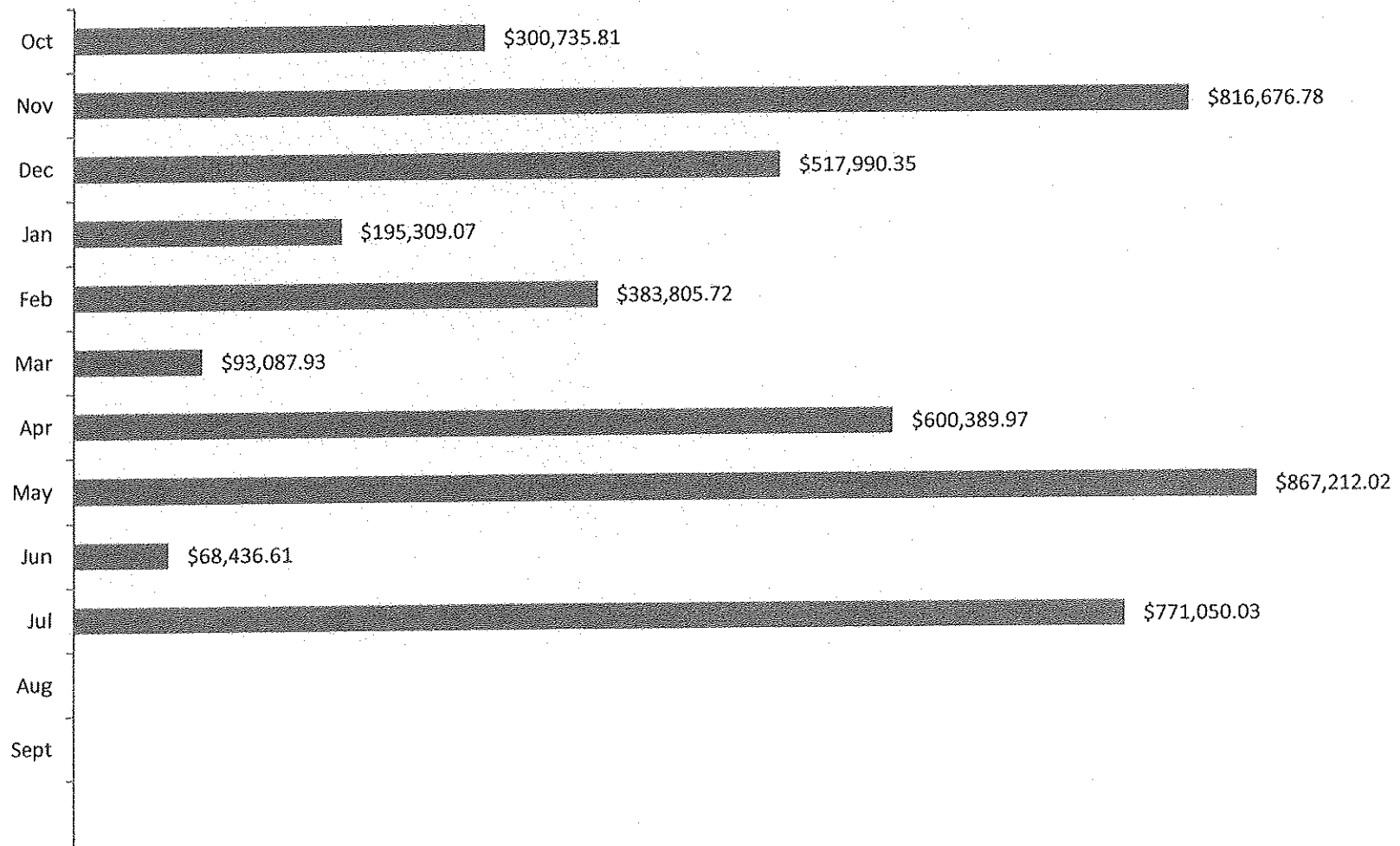
Examined and approved by Auditor's Office

Corinna Speer

Date

9/24/14

Monthly Ending Balances FY 2014



KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING August 31, 2014

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General * & ***	\$ 771,374.03	\$ 553,524.71	\$ 1,540,416.86	\$ 1,000,000.00	\$ -	\$ 784,481.88
11-Road & Bridge	\$ 1,130,991.65	\$ 65,559.65	\$ 74,356.43	\$ -	\$ -	\$ 1,122,194.87
12-EMS Donations	\$ 32,848.89	\$ -	\$ 5,075.00	\$ -	\$ -	\$ 27,773.89
13-Courthouse Security	\$ 106,480.54	\$ 1,402.84	\$ 2,498.88	\$ -	\$ -	\$ 105,384.50
14-Animal Facility Donations	\$ 44,390.03	\$ 344.08	\$ 32,809.00	\$ -	\$ -	\$ 11,925.11
15-Lateral Road & Bridge	\$ 103,794.26	\$ -	\$ -	\$ -	\$ -	\$ 103,794.26
16-Court Reporter Service	\$ 56,909.79	\$ 795.00	\$ -	\$ -	\$ -	\$ 57,704.79
17-Hot Check	\$ 19,190.46	\$ 170.04	\$ 210.04	\$ -	\$ -	\$ 19,150.46
18-911 Project	\$ 2,699.16	\$ -	\$ -	\$ -	\$ -	\$ 2,699.16
19-Records Mgmt(Cnty Clerk)	\$ 269,237.48	\$ 8,690.00	\$ 5,774.49	\$ -	\$ -	\$ 272,152.99
20-Law Library	\$ 2,159.15	\$ 4,833.63	\$ 4,822.07	\$ -	\$ -	\$ 2,170.71
21-Justice Court Technology***	\$ 27,421.39	\$ 295.35	\$ 180.00	\$ -	\$ -	\$ 27,536.74
22-Justice Court Bldg Security	\$ 17,898.22	\$ 73.83	\$ -	\$ -	\$ -	\$ 17,972.05
23-County & District Technology	\$ 4,255.97	\$ 224.93	\$ -	\$ -	\$ -	\$ 4,480.90
24-Alternative Dispute Resolution	\$ 6,285.21	\$ 840.00	\$ 2,745.00	\$ -	\$ -	\$ 4,380.21
25-District Clerk Records Mgmt	\$ 62,164.93	\$ 1,268.61	\$ -	\$ -	\$ -	\$ 63,433.54
26-County Clerk Rec. Archive Fund	\$ 41,916.00	\$ 8,360.00	\$ -	\$ -	\$ -	\$ 50,276.00
27-Vital Statistics Records	\$ 300.00	\$ 48.00	\$ -	\$ -	\$ -	\$ 348.00
29-LEOSE Training	\$ 35,406.50	\$ -	\$ -	\$ -	\$ -	\$ 35,406.50
33-Juv Probation-State Grant	\$ 22,141.34	\$ 0.49	\$ 16,574.02	\$ -	\$ -	\$ 5,567.81
34-Juv Probation Title IV E	\$ 88,914.19	\$ 2.24	\$ 72.00	\$ -	\$ -	\$ 88,844.43
35-Juvenile Probation	\$ (123,180.84)	\$ 5.00	\$ 15,134.73	\$ -	\$ -	\$ (138,310.57)
41-MVDIT Interest	\$ 807.63	\$ -	\$ -	\$ -	\$ -	\$ 807.63
42-Special Election Fund	\$ 19,966.53	\$ 450.00	\$ 3,775.33	\$ -	\$ -	\$ 16,641.20
50-Crime Victims Grant	\$ (164,798.27)	\$ -	\$ 13,864.36	\$ -	\$ -	\$ (178,662.63)
80-Tobacco Settlement	\$ 15,591.11	\$ -	\$ -	\$ -	\$ -	\$ 15,591.11
81-Historical Commission	\$ 1,013.68	\$ 14,415.46	\$ -	\$ -	\$ -	\$ 15,429.14
82-Economic Development Corp.	\$ (25,000.00)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 300,981.50	\$ 24,335.27	\$ 102,387.01	\$ -	\$ -	\$ 222,929.76
60-2003 Limited Tax Ref. Bond**	\$ 527.89	\$ -	\$ -	\$ -	\$ 527.89	\$ -
62-Series 2007 Lim.TaxGen**	\$ 110,645.62	\$ 2,156.31	\$ 34,170.25	\$ 527.89	\$ -	\$ 79,159.57
63-Series 2013 UnLim.Tax Road Bond	\$ 133,774.08	\$ 4,416.57	\$ 69,204.75	\$ -	\$ -	\$ 68,985.90
64-Series 2014 Limited Tax Rfnding	\$ 64,362.10	\$ 1,404.31	\$ 26,705.25	\$ -	\$ -	\$ 39,061.16
71-Herff Road Project *	\$ 118,707.36	\$ 0.91	\$ 536,260.89	\$ 536,260.89	\$ -	\$ 118,708.27
90-Trust Account	\$ 781.30	\$ 0.01	\$ -	\$ -	\$ -	\$ 781.31
96-TCDP Disaster Recovery	\$ 80.26	\$ 2,035.57	\$ 2,035.57	\$ -	\$ -	\$ 80.26
85-Local S.O. Forfeiture	\$ 2,477.54	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.56
87-Federal S.O. Forfeiture	\$ 185,928.82	\$ 1.42	\$ 1,155.71	\$ -	\$ -	\$ 184,774.53
CASH BALANCES	\$ 3,494,398.25	\$ 720,654.25	\$ 2,490,227.64	\$ 1,536,788.78	\$ 527.89	\$ 3,261,085.75

*Transfer from Logic, ** Transfer 60 to 62 closed 60 account, ***Adjustment to beginning balance for voided checks

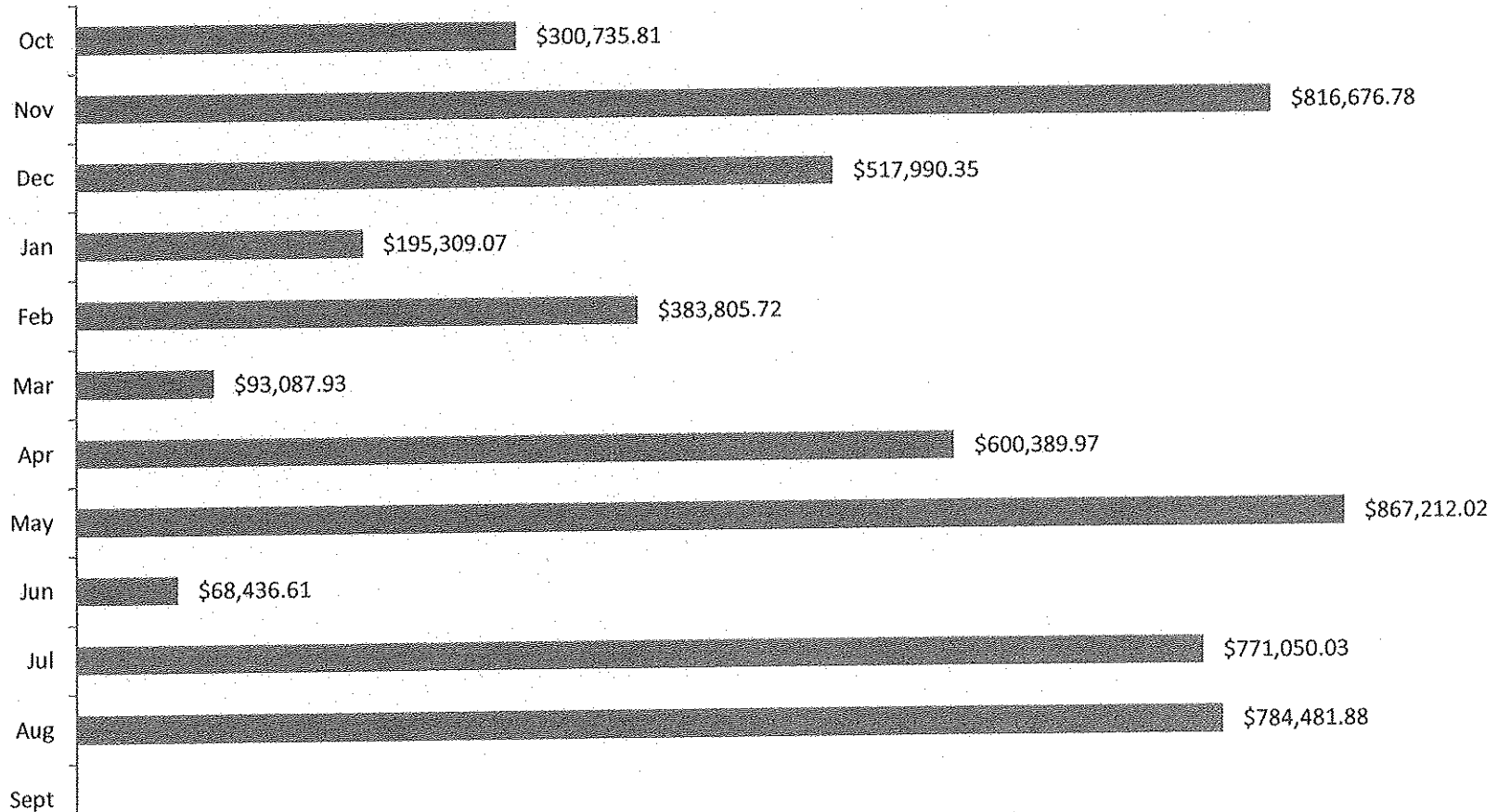
Examined and approved by Auditor's Office

Corinna Speer, County Auditor

Date

10/6/14

Monthly Ending Balances FY 2014



AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Agreement for Alternative Dispute Resolution Services

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve the contract with Hill Country Dispute Resolution Center for alternative dispute resolution services.

STATE OF TEXAS

KENDALL COUNTY

HCDRC CONTRACT

WHEREAS, KENDALL COUNTY (hereinafter "COUNTY"), through its Commissioners Court, has the authority, under Chapter 152, Texas Civil Practice & Remedies Code, as amended, to contract for alternative dispute resolution services; and

WHEREAS, the Hill Country Dispute Resolution Center, hereinafter "HCDRC," a Texas non-profit corporation, has been formed for the purpose of and is engaged in providing alternative dispute resolution services; and

WHEREAS, COUNTY and HCDRC desire to continue an agreement to provide alternative dispute services to the citizens of Kendall County, hereinafter "citizens";

NOW THEREFORE; it is agreed between the COMMISSIONERS COURT of KENDALL COUNTY and HCDRC as follows:

1. Consideration. In consideration for the services set out herein to be provided to citizens by HCDRC, COUNTY shall (a) provide space at the courthouse and ancillary services suitable for mediation services, (b) pay over to HCDRC Alternative Dispute Resolution fees collected by the District Clerk and County Clerk of Kendall County as authorized by applicable law; such amounts to be paid to HCDRC quarterly beginning on the first working day of each quarter beginning on the first working day of January, 2015, and continuing to be paid on the first working day of April, 2015; July, 2015; and October, 2015.
2. Services. HCDRC will provide alternative dispute resolution services to citizens through the Kendall County Justices of the Peace courts, County Court, the 216th Judicial District, and any other courts located in Kendall County.
3. IRS classification. HCDRC is a tax-exempt non-profit 501(c)(3) corporation. Its IRS EIN is 364506319.
4. Financial and Performance reports. A copy of HCDRC's performance review for calendar year 2013 is attached as "Exhibit A" to this Contract. A copy of HCDRC's independent end-of-year financial report of all expenditures and income for the calendar year 2013 is attached as "Exhibit B".

5. Term. The Term of this agreement is one year beginning on October 1, 2014, and ending on September 30, 2015, unless earlier terminated by either party on thirty (30) days written notice. The date of the commencement of the term of said agreement may be modified by agreement of the parties.

6. Use of funds. The monies paid to HCDRC shall be expended solely for the provision of salaries to employees of HCDRC and operational expenses of HCDRC.

7. Books and records. All books and records of HCDRC shall be open for inspection during normal business hours to any member of the public, the Kendall County Auditor, and such persons or entities as may be given that authority, in writing, by the COUNTY, provided, however, that this clause shall in no way be construed to override the provisions of the Federal Privacy Act or other state or federal law or regulation concerning the disclosure of confidential or privacy matters.

8. Non-exclusion. This contract is not exclusive and COUNTY reserves the right to contract with additional parties for the provision of the aforementioned services to the courts and other Kendall County departments engaged in the providing of alternative dispute services to residents of Kendall County.

9. Effective date. This agreement is effective upon approval by Order of the COUNTY.

10. Non-discrimination. HCDRC agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination by HCDRC's employees or principals on the basis of race, sex, age, religion, color, handicap, disability, national origin, language, political affiliation, political belief or other non-merit factor. Any act of discrimination shall constitute a material breach of this contract.

11. Sexual harassment prohibited. HCDRC further agrees to adopt and maintain a policy that prohibits sexual harassment. Any act of sexual harassment by HCDRC'S employees or principals constitutes a material breach of this contract.

12. Applicable laws. HCDRC agrees to comply with any and all applicable laws, local, state, and federal, regarding work hours, safety, wages, social security benefits, discrimination and/or workers compensation. This clause places a duty to meet the requirements of such laws only if the law itself places such a duty on HCDRC. Any act in violation of any of those laws or ordinances shall constitute a material breach of this contract.

13. Default.

- a. In the event either party shall fail to keep, observe or perform any covenant, agreement, term or provision of this contract to be kept, observed or performed by such party, respectively, and such default shall continue for a period of ten (10) days after notice thereof by the non-defaulting party to the other, then in any such event the non-defaulting party shall be entitled to terminate this contract.
- b. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such a waiver nor exhaust the same, which shall be continuing. No notice to or demand on either party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of either party to any other or further action in any circumstances without notice or demand.

14. Successors and assigns. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns; provided that HCDRC may not assign this contract without COUNTY'S prior written consent.

15. Governing law. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This contract shall be enforceable in Kendall County, Texas and venue shall also lie in Kendall County, Texas.

16. Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail; if given by registered or certified mail, same shall be deemed to have been given and received when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the addresses set forth below. Any party hereto may at any time by giving ten (10) days written notice to the other party hereto designate any other address in substitution of the address given below to which such notice or communication shall be given.

17. Severability. If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

18. Relationship. The parties hereby agree that this contract is for the provision of the services described herein and hereby renounce the existence of any other relationship. In no event shall COUNTY have any obligation or liability whatsoever with respect to any debts, obligations or liabilities of HCDRC, and HCDRC shall have no authority to bind COUNTY to any contract, matter or obligation. No duties of COUNTY are delegated to HCDRC by this contract and any provision which is or may be held to be such a delegation shall be of no force or effort.

19. Modification and termination. This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and HCDRC, except as herein otherwise provided.

20. Total agreement. This contract is a total and complete integration of any and all undertakings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

KENDALL COUNTY

HCDRC

By: _____
Darrel L. Lux
Kendall County Judge

By: _____
Debbi McCurdy
President of the HCDRC Board

Date: _____

Date: _____

NOTICES

COUNTY:

HCDRC:

Kendall County Commissioners Court
c/o Kendall County Judge
201 E. San Antonio #122
Boerne, Texas 78006

Ed Reaves
Executive Director, HCDRC
327 Earl Garrett, Suite 108
Kerrville, Texas 78028

**EXHIBIT A
TO HCDRC CONTRACT**

**Hill Country Dispute Resolution Center, Inc.
327 Earl Garrett, Suite 108, Kerrville, TX 78028
830-792-5000 Toll Free 888-292-1502**

**PERFORMANCE REPORT
CALENDAR YEAR 2013**

During the 2013 calendar year, the Hill Country Dispute Resolution Center (HCDRC) held a total of 163 mediations. 139 of those cases resulted in an agreement, which is a settlement rate of over 85%.

During 2013, we mediated 11 cases involving Kendall County residents. Ten of those cases resulted in a settlement agreement, which is a settlement rate of 91%.

The 2013 Kendall County mediations included nine Child Protective Service (CPS) cases, one Divorce case, and one real estate dispute.

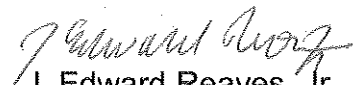
We have mediated an additional 8 cases so far in 2014 (including 5 CPS cases, two family law cases, and one Probate case), and 7 of those cases settled. We expect to mediate a significant number of additional Kendall County CPS cases before the end of this calendar year.

The HCDRC uses only trained mediators. Our mediators include attorneys, retired judges, and highly qualified individuals from a variety of other professions. Cases may be held at the request of the parties, or by court referral.

Successful mediation helps to relieve overcrowding in our courts and can save the parties a great deal of anguish and expense. The parties tend to be much more satisfied with a settlement that they have helped to craft, and such solutions are more apt to stand the test of time.

The funding which the Kendall County Commissioners' Court provides is greatly appreciated.

Respectfully Submitted,


J. Edward Reaves, Jr.
Executive Director
September 23, 2014

Hill Country Dispute Resolution Center, Inc
Profit & Loss Prev Year Comparison
 January through December 2013

	Jan - Dec 13	Jan - Dec 12	\$ Change
Ordinary Income/Expense			
Income			
Contributions Income			
County Funding	34,320.75	38,259.36	-3,938.61
Total Contributions Income	34,320.75	38,259.36	-3,938.61
Interest Income			
Savings	0.50	1.30	-0.80
Total Interest Income	0.50	1.30	-0.80
Miscellaneous Income	0.00	30.00	-30.00
Program Fees			
Mediation			
Cancellation Fees	250.00	0.00	250.00
Mediation - Other	69,280.00	80,764.00	-11,484.00
Total Mediation	69,530.00	80,764.00	-11,234.00
Total Program Fees	69,530.00	80,764.00	-11,234.00
Services			
Training Mediator	11,580.00	7,700.00	3,880.00
Total Services	11,580.00	7,700.00	3,880.00
Total Income	115,431.25	126,754.66	-11,323.41
Expense			
Advertising			
Website Upkeep	445.00	356.25	88.75
Advertising - Other	0.00	5.00	-5.00
Total Advertising	445.00	361.25	83.75
Bank Service Charges	86.50	33.50	53.00
Copier Lease	216.00	0.00	216.00
Dues and Subscriptions	1,244.00	1,692.00	-448.00
Education & Training	290.00	399.99	-109.99
Insurance			
Liability Insurance	1,547.05	1,755.92	-208.87
Workmen's Compensation	620.68	901.00	-280.32
Total Insurance	2,167.73	2,656.92	-489.19
Office Supplies	4,844.28	4,991.23	-146.95
Payroll Expenses			
Salary	79,541.59	83,316.58	-3,774.99
Taxes Payroll			

Hill Country Dispute Resolution Center, Inc

Profit & Loss Prev Year Comparison

January through December 2013

	Jan - Dec 13	Jan - Dec 12	\$ Change
FICA	4,931.58	5,165.57	-233.99
Medicare	1,153.35	1,208.09	-54.74
Taxes Payroll - Other	348.44	0.00	348.44
Total Taxes Payroll	6,433.37	6,373.66	59.71
Total Payroll Expenses	85,974.96	89,690.24	-3,715.28
Postage and Delivery	116.70	143.71	-27.01
Professional Fees			
Accounting	1,100.00	615.00	485.00
Mediation	0.00	0.00	0.00
Total Professional Fees	1,100.00	615.00	485.00
Program Expense			
Facility Rental	326.25	168.75	157.50
Training Conference	300.00	0.00	300.00
Training Supplies	928.30	937.83	-9.53
Program Expense - Other	300.00	1,280.00	-980.00
Total Program Expense	1,854.55	2,386.58	-532.03
Rent	9,108.00	9,108.00	0.00
Repairs			
Computer Repairs	665.50	186.74	478.76
Equipment Repairs	59.54	0.00	59.54
Total Repairs	725.04	186.74	538.30
Telephone	3,423.37	3,189.36	234.01
Travel & Mediation Meals			
Meals	4,448.55	4,637.82	-189.27
Travel	2,139.38	4,368.57	-2,229.19
Total Travel & Mediation Meals	6,587.93	9,006.39	-2,418.46
Uncategorized Expenses	0.00	0.00	0.00
Total Expense	118,184.06	124,460.91	-6,276.85
Net Ordinary Income	-2,752.81	2,293.75	-5,046.56
Net Income	-2,752.81	2,293.75	-5,046.56

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Interlocal Agreement for Fire Protection Services

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve the Interlocal Agreement between the City of Boerne and Kendall County for fire protection services.

INTER LOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

WHEREAS, the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department (BVFD) service area, but outside the corporate limits of the City of Boerne, in an area more particularly described in Exhibit A attached hereto and incorporated herein, hereinafter called the "incident response area"; and

WHEREAS, the City of Boerne, Kendall County, BVFD and Boerne Rural Fire Association (BRFA) desire to consolidate services and equipment to provide for improved fire protection and emergency services within the described incident response area:

NOW, THEREFORE, be it resolved that the City of Boerne and Kendall County enter into this Inter-Local Agreement, and the parties agree as follows:

Section 1 Term

This agreement begins on October 1, 2014 and ends on September 30, 2015. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent one-year terms beginning on October 1st and ending on September 30th of each subsequent contract period.

Section 2 Renewal/Cancellation

1. To initiate renewal of this agreement, early in the budget process during the months of April or May each year, City of Boerne representatives and Kendall County representatives shall meet and discuss the details of the interlocal agreement in order to develop a new contract. A verbal and mutual process and cost shall be developed for the new contract period.
2. The City of Boerne shall then renew by formal resolution of the City Council of the City of Boerne the agreement. A certified copy of said resolution shall then be forwarded to the County Judge of Kendall County on or before August 1, of the budget year preceding the renewal period for approval.
3. Either of the parties may cancel its participation in this agreement for cause by notifying the other party in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to the City of Boerne pursuant to this agreement on the effective date of cancellation shall be paid by Kendall County within sixty (60) days of the receipt of any bill issued by the City of Boerne or the date of cancellation, whichever is later.

Section 3 Funding Requirements

1. Kendall County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

An order of the Commissioners Court of Kendall County which renews this Agreement shall be deemed to be a certification that the obligations incurred by renewal shall be payable out of current revenues and that Kendall County has or will set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

2. It is agreed that any further capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the incident response area outside Boerne City limits will be the responsibility of Kendall County, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Any future capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the City of Boerne response area will be the responsibility of the City of Boerne, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Such capital improvements shall become the property of the entity paying for them.

Section 4 Duties of the City of Boerne

1. The City of Boerne will provide firefighting services to a portion of Kendall County, as described in Exhibit A, twenty four (24) hours per day, three hundred sixty five (365) days per year. In the case of multiple emergencies, resources will be assigned as determined by the Fire Chief.
2. The City of Boerne will provide for maintenance and operation of equipment and apparatus described in Exhibits B and C. The City of Boerne will also provide for housing of same equipment.

Section 5 Liability and Insurance

1. As provided in Texas Local Government Code Section 352.004, it is agreed and understood that the action by any person or persons while fighting fires or providing emergency services, traveling to or from fires or emergency calls, or in any manner furnishing fire protection services to the residents of Kendall County outside the corporate limits of the City of Boerne shall be considered as the actions of agents of Kendall County in all respects. Notwithstanding such person or persons that may be regular employees or firefighters of said City.
2. It is further agreed that the City of Boerne shall not be held liable for the actions of any of its employees while engaged in fighting fires or making emergency calls outside the corporate limits of said City.

3. The county shall indemnify and hold harmless the City from and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses) of every kind, arising out of or connected with the making of any call by City personnel outside the corporate limits of the City of Boerne.
4. The City of Boerne shall be responsible to provide Liability, Property and Worker's Compensation Coverage, to the extent necessary to perform the functions of the agreement, for fire personnel. Kendall County will continue to provide additional accidental death, disability, and medical policies.
5. The City of Boerne will provide insurance coverage on all vehicles listed in Exhibit "B" and Kendall County will provide insurance coverage on all vehicles listed in Exhibit "C".

Section 6 Payments

1. The County shall pay the City \$294,303 for the provision of fire protection services for the subject twelve (12) month term of this agreement. The cost of future years shall be shared by the City of Boerne and Kendall County on a basis as agreed to by both parties.
2. Payments shall be made quarterly in advance, no later than the 10th day of the first month of the quarter, with the first payment due October 10, 2014. Payments due under this Agreement shall be made to the City of Boerne, (c/o Director of Finance), P.O. Box 1677, Boerne, Texas 78006.

Section 7 Miscellaneous

1. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein.

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


Ronald C. Bowman
City Manager
P.O. Box 1677
Boerne, TX 78006

2. This Agreement constitutes the sole and only Agreement of the parties with respect to the matters covered by this Agreement. No other Agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
3. No agreement, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kendall County, Texas.

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

EXECUTED IN DUPLICATE ORIGINALS on this the _____ day of _____
2014.

Darrel L. Lux
County Judge, Kendall County



Ronald C. Bowman
City Manager, City of Boerne

EXHIBIT "B"

CITY OF BOERNE APPARATUS

VIN #'s	FD ID	YEAR / MAKE	DESCRIPTION
1FTWW31P45EA85408	CHIEF 40	2005 FORD	4X4 F350 PICKUP
3GKGK26R9XG508519	COMMAND 41	1998 GMC	4X4 SUBURBAN
1FTPX28L2XKA78332	SUPPORT 25	1998 FORD	4X4 F250 PICKUP
1000EE2066	ENGINE 44	1994 SPARTAN	1500 CAFS PUMPER
4EN3ABA8X21004760	LADDER 48	2002 E-1 QUINT	2000 GPM AERIAL
1HTWBAA46J266694	BRUSH 41	2006 INTERNATIONAL	4X4 BRUSH TRUCK
1S9UB20216S683047	BOAT 41	2005 BOAT TRAILER	14' RESCUE BOAT
4P1CU01A3DA013356	ENGINE 40	2012 PIERCE	1500 CAFS PUMPER
1GC1KVEG2FF189435	A/C 41	2015 CHEVROLET	4X4 CHEVY 2500

EXHIBIT "C"

BOERNE RURAL FIRE ASSOCIATION

1GDJ6H1C01J500550	BRUSH 43	2000 GMC	BRUSH TRUCK
1FV6JLCBXXHA06672	RESCUE 45	1998 FREIGHTLINER	RESCUE TRUCK
1FVHBGAS84DM79096	TENDER 46	2004 PIERCE	TENDER 1250 GPM PUMP
46JDBAA88K1002747	ENGINE 47	1989 E-1	1250 GPM PUMPER
4P1CU018A57A007286	ENGINE 41	2007 PIERCE	1500 CAFS PUMPER
1FDAX57R79EA09582	BRUSH 42	2009 FORD	4X4 BRUSH TRUCK
1670041087094310	UTILITY 41	2012 POLARIS	6X6 UTV
1HTMKAZR4DH352706	TENDER 49	2013 INTERNATIONAL	TENDER 500 GPM PUMP
5NHUEH624EY068849		2014 CARGO TRAILER	UTV TRAILER

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: 2015 Holiday Schedule

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve the 2015 Holiday Schedule for Kendall County.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10-14-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: 2015 Commissioners Court Calendar

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve the Commissioners Court Calendar for 2015.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 14 October 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Cordillera Ranch Subdivision

REQUESTED BY: Gene Miertschin, Commissioner, Pct.2 /Terry Anderson, County Engineer
(Please print your name and title)

PHONE #/EXT: 300 TIME NEEDED FOR PRESENTATION: 5 Minutes

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

Consider and act upon approval of the extension of Las Campanas, Northern Bear and the extension of Mayacama Ridge in Unit 206A-2 in Cordillera Ranch Subdivision, and release Letters of Credit in the amount of \$418,880 for streets and drainage and \$241,599 for water and wastewater improvements.

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: May 8, 2013

Final Plat Approved: July 8, 2013

ROAD NAME NORTHERN BEAR

PRECINCT

2

GRID/X,Y

M-15

ROAD TYPE

GA

ROAD CLASS

PU

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD MAYACAMA RIDGE @ 0.129 MI. (680 FT) TO THE RIGHT

END OF ROAD CUL-DE-SAC

SUBDIVISION CORDILLERA RANCH (206-A2)

LENGTH (miles/ft) 0.125 MI. (660FT)

ROAD SURFACE (paved/base) HMAC

ROAD SURFACE WIDTH 21 FT

CONDITION/DATE

Check one: ☒ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED

MAINTENANCE ACCEPTED

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH

50 FT

ROW OWNERSHIP PRIVATE (POA)

ROW METES AND BOUNDS RECORDED

VOLUME

7

PAGE

13

Date

Jul 8, 2013

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

30

STRIPED

NONE

SIGNAGE

CULVERTS

NONE

ADDRESS SCHEME / CHECK ONE:

☐

1999 & BEFORE = 211'

☐

2000-06/30/05 = 5.28'

☒

07/01/05 - 25.0'

☐

PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To: 29

LEFT (even) FROM:

2

To: 30

TELCO: GVTC

EXCHANGE: KENB

SCHOOL DIST. BISD

ELECTRIC: PEC

ZIP CODE:

78006

WATER PROVIDER:

Public

☒ CO. Inspector

☒ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: May 8, 2013

Final Plat Approved: July 8, 2013

ROAD NAME NORTHERN BEAR PT

PRECINCT

2

GRID/X,Y

M-15

ROAD TYPE

GA

ROAD CLASS

PU

*Road with multiple classifications i.e.: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD NORTHERN BEAR @ 0.116 MI (613 FT) TO THE LEFT

END OF ROAD DEAD END

SUBDIVISION CORDILLERA RANCH (206-A2)

LENGTH (miles/ft) 0.052 MI. (275 FT)

ROAD SURFACE (paved/base) HMAC

ROAD SURFACE WIDTH 16 FT

CONDITION/DATE

Check one: ☒ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED

MAINTENANCE ACCEPTED

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH 35 FT

ROW OWNERSHIP PRIVATE (POA)

ROW METES AND BOUNDS RECORDED

VOLUME

7

PAGE

13

Date

Jul 8, 2013

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

N/A

STRIPED

NONE

SIGNAGE

CULVERTS

NONE

ADDRESS SCHEME / CHECK ONE: ☐ 1999 & BEFORE = 211' ☐ 2000-06/30/05 = 5.28' ☐ 07/01/05 - 25.0' ☐ PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To:

11

LEFT (even) FROM:

2

To:

12

TELCO: GVTC

EXCHANGE: KENB

SCHOOL DIST. BISD

ELECTRIC: PEC

ZIP CODE: 78006

WATER PROVIDER: Public

☒ CO. Inspector

☐ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: May 8, 2013

Final Plat Approved: July 8, 2013

ROAD NAME LAS CAMPANAS

PRECINCT

2

GRID/X,Y

M-15

ROAD TYPE

GA

ROAD CLASS

PU

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD CLUBS DR. @ 2.184 MI (11,530 FT) TO THE RIGHT

END OF ROAD BACK OF KNUCKLE @ MAYACAMA RIDGE

SUBDIVISION CORDILLERA RANCH (206-A2)

LENGTH (miles/ft) 0.263 MI. (1,386 FT)

ROAD SURFACE (paved/base) HMAC

ROAD SURFACE WIDTH 21 FT

CONDITION/DATE

Check one: ☒ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED

MAINTENANCE ACCEPTED

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH

50 FT

ROW OWNERSHIP PRIVATE (POA)

ROW METES AND BOUNDS RECORDED

VOLUME

7

PAGE

13

Date

Jul 8, 2013

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

30

STRIPED

NONE

SIGNAGE

CULVERTS

NONE

ADDRESS SCHEME / CHECK ONE:

☐

1999 & BEFORE = 211'

☐

2000-06/30/05 = 5.28'

☒

07/01/05 - 25.0'

☐

PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To:

59

LEFT (even) FROM:

2

To:

60

TELCO: GVTC

EXCHANGE: KENB

SCHOOL DIST. BISD

ELECTRIC: PEC

ZIP CODE:

78006

WATER PROVIDER:

Public

☒ CO. Inspector

☒ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: May 8, 2013

Final Plat Approved: July 8, 2013

ROAD NAME MAYACAMA RIDGE

PRECINCT

2

GRID/X,Y

M-15

ROAD TYPE

GA

ROAD CLASS

PU

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD LAS CAMPANAS @ 2.257 MI. (1,356 FT) TO THE RIGHT

END OF ROAD INTERSECTION of CLUBS DRIVE

SUBDIVISION CORDILLERA RANCH (206-A2)

LENGTH (miles/ft) [0.141 MI (743 FT) PAVED] [0.445 MI. (2,350 FT) NOT CONSTRUCTED] [0.058 MI (306 FT) PAVED]

ROAD SURFACE (paved/base) HMAC

ROAD SURFACE WIDTH 21FT

CONDITION/DATE

Check one: ☒ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED

MAINTENANCE ACCEPTED

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH

50 FT

ROW OWNERSHIP

PRIVATE (POA)

ROW METES AND BOUNDS RECORDED

VOLUME

7

PAGE

13

Date

Jul 8, 2013

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

30

STRIPED

NONE

SIGNAGE

CULVERTS

NONE

ADDRESS SCHEME / CHECK ONE:

☐

1999 & BEFORE = 211'

☐

2000-06/30/05 = 5.28'

☐

07/01/05 - 25.0'

☐

PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To: 29

LEFT (even) FROM:

2

To: 30

TELCO: GVTC

EXCHANGE: KENB

SCHOOL DIST. BISD

ELECTRIC: PEC

ZIP CODE: 78006

WATER PROVIDER: PUBLIC

☒ CO. Inspector

☒ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 10/14/14
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Road History Form Abandonment "La Paloma Ln"

REQUESTED BY: Mike Howie GIS Coord.
(Please print your name and title)

PHONE #/EXT: 331-8245 TIME NEEDED FOR PRESENTATION: 5 min.

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

Consideration & Action to abandon the road history form for "La Paloma Ln"
(a private drive way).

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date:

Final Plat Approved:

ROAD NAME

PRECINCT GRID/X,Y ROAD TYPE ROAD CLASS

*Road with multiple classificatons i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD

END OF ROAD

SUBDIVISION

LENGTH (miles/ft)

ROAD SURFACE (paved/base) ROAD SURFACE WIDTH

CONDITION/DATE Check one: ☐ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED MAINTENANCE ACCEPTED

VOLUME PAGE VOLUME PAGE

ROW WIDTH ROW OWNERSHIP

ROW METES AND BOUNDS RECORDED VOLUME PAGE Date

BRIDGES WEIGHT LIMIT SPEED LIMIT

STRIPED SIGNAGE CULVERTS

ADDRESS SCHEME / CHECK ONE: ☐ 1999 & BEFORE = 211' ☐ 2000-06/30/05 = 5.28' ☐ 07/01/05 - 25.0' ☐ PLAT

NUMBER RANGE: RIGHT (Odd) FROM: To: LEFT (even) FROM: To:

TELCO: EXCHANGE: SCHOOL DIST. ELECTRIC:

ZIP CODE: WATER PROVIDER:

☐ CO. Inspector ☐ Road and Bridge ☐ Development Management ☐ GIS

PRECINCT COMMISSIONER APPROVAL _____ Date

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda : 10/14/14

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

SUBJECT: Emergency response time

REQUESTED BY: Ricky Pfeiffer, Road Superintendent

(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.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Job Description Adm. Manager - Emergency Services

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

PHONE #/EXT: 600 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 job description for Administrative Manager – Emergency Services.

KENDALL COUNTY CLASS SPECIFICATION

ADMINISTRATIVE MANAGER – Emergency Services

Grade: 13

GENERAL SUMMARY

Under administrative supervision, the purpose of the position is to assist in the management of the day-to-day activities of the EMS Administrator, Fire Marshal and Emergency Management Coordinator's office. Employees in this classification provide professional administrative and supervisory work. Position is responsible for assisting the Emergency Services Director in planning, directing, guiding, and supervising the work of the office; recommends activities in regards to hiring, promotions, suspensions, and dismissals.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

Manages office and clerical tasks including attending various meetings, managing report preparation, managing department or program budget and expenditures, managing filing system and records retention and distribution.

Supervises personnel including instructing, assigning, reviewing and planning the work of others; monitoring work standards; coordinating operations; allocating personnel and equipment; and recommending employee hiring, transfers, promotions, and salary increases; take personnel complaints and passes to the Administrator for appropriate action; follows disciplinary procedures as needed for individual personnel.

Assists in preparation of and maintains monthly reports.

Monitors departmental expenditures by ensuring funds availability and prepares requisitions; orders supplies.

Assists in preparing the department's or program budget including providing input, researching previous expenditures, and gathering and compiling of data for final approval by the manager or director of the department or program; prepares budget amendments.

Performs a variety of office tasks including answering the telephone and taking messages, making copies, scheduling appointments, scheduling EMS crews while maintaining the filing system and preparing new folders.

Assists in the training of new staff members.

EXPERIENCE AND TRAINING

Vocational or technical diploma; supplemented by three (3) to five (5) years previous experience or training that includes office management and supervision.

LICENSES AND CERTIFICATIONS

No licenses or certifications are required for this position.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Modern office procedures and equipment.
- Computer equipment.
- Correct English usage and grammar.

Ability to:

- Supervise employees and provide evaluation and counseling in regards to performance of job duties.
- Analyze major issues requiring complex planning for interrelated activities that may involve more than one department.
- Exercise judgment, decisiveness, and creativity required in uncertain situations.
- Utilize various advisory and design data and information such as budgets, reports, documents and files.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Maintain confidentiality on various County matters.
- Communicate and interact with the general public and County personnel.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, and sit.
- Exert light physical work in an office environment in a mainly sedentary position.

Administrative Manager – Emergency Services Class Specification
KENDALL COUNTY

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: 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Job Description Assist. Adm. EMS

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

PHONE #/EXT: 600 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 job description for Assistant Administrator - EMS.

KENDALL COUNTY CLASS SPECIFICATION

ASSISTANT ADMINISTRATOR - EMS GRADE:

GENERAL SUMMARY

Under limited supervision, the purpose of this position is to provide assistance to the EMS Administrator. Assist in the management of the day-to-day activities of Emergency Medical Services. In the absence of the EMS Administrator will supervise and direct activities of the emergency medical system and personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

Assist in the management of the day-to day activities regarding emergency medical services; assist in ensuring adequate coverage of ambulances and personnel in the field.

Supervise assigned personnel including instructing, assigning, reviewing and planning the work of others; organize schedules and work activities; advise assigned personnel regarding department policies and procedures relating to emergency medical function.

Assist, when assigned by the Administrator, in conducting on-site observations and evaluation of emergency medical operations; ensures ambulances and other emergency medical equipment is inspected for proper working order, supplies and overall cleanliness.

In the absence of the Administrator responds to dispatched calls; provides medical services as necessary performing triage and a variety of emergency medical treatments; performs a variety of invasive and non-invasive procedures including evaluation of the patient, CPR, defibrillation, administration of drug therapy, intubation and pulmonary ventilation, blood draws, application of bandages and injury dressing, control of shock and immobilization of fractures.

Assist with the maintenance and scheduling of ambulances for routine services and repairs.

EXPERIENCE AND TRAINING

High school diploma or GED; some previous experience or training that includes emergency response; knowledge of management and supervision of personnel.

LICENSES AND CERTIFICATIONS

Must possess DSHS-TDH Paramedic certification; CPR certification; Advanced Cardiac Life Support certification; must possess valid driver's license.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Advanced Life Support and Basic Life Support techniques.
- Modern office procedures and equipment.
- Computer and emergency equipment functions.
- Correct English usage and grammar.

Ability to:

- Supervise employees and provide evaluation and counseling in regards to performance of job duties.
- Provide guidance assistance and/or interpretation to others on how to apply procedures and standards to specific situations.
- Exercise judgment, decisiveness, and creativity required in uncertain, highly stressful situations.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with general public, fire departments, medical staff, and local and state law enforcement officials.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, drag, reach above the shoulder, grasp, pull, bend repeatedly; lift 150 lbs or greater with assistance.
- Operate ambulance and emergency medical equipment.
- Maintain physical ability in order to exert heavy physical effort for extended periods of time
- Work within various conditions subject to infectious diseases, toxic waste, chemical, dust/mites, fume, odor, explosive, electrical and mechanical hazards; exposure to extreme cold, heat, temperature swings, constant noise and heights.

Assistant Administrator EMS Class Specification
KENDALL COUNTY

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: 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Job Description: Shop Foreman (Revised)

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

PHONE #/EXT: 600 TIME NEEDED FOR PRESENTATION: 5 minutes

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

Consideration and take action to approve the revised job description for Shop Foreman.

KENDALL COUNTY CLASS SPECIFICATION

SHOP FOREMAN

GRADE: 12

GENERAL SUMMARY

Under general supervision of the Service Writer, the purpose of the position is to ensure proper maintenance and repair of county vehicles and equipment. Employees in this classification perform mechanical work on vehicles and equipment, maintains maintenance shop, and supervises shop personnel to ensure efficient operation of county vehicles and heavy equipment.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

Reviews, interprets and analyzes maintenance and repair work orders and assigns to mechanics in conjunction with the Service Writer.

Supervises personnel including instructing, assigning, reviewing and planning the work of others; monitoring work standards; coordinating operations; allocating personnel and equipment; and recommending employee hiring, transfers, promotions, and salary increases; reviews personnel complaints and takes appropriate action.

Assists mechanics in maintenance and repair of County vehicles and equipment; diagnoses mechanical problems; works on and installs various mechanical parts including engines, transmissions, drivelines, brakes, and exhaust systems; fabricates and welds parts.

Responds to service calls in the field such as construction work sites.

Maintains maintenance and repair shop including cleaning, organizing, and ordering shop supplies.

Communicates with various vendors in regards to maintenance and repair of vehicles and equipment.

Assists in the maintenance and repair of various county facilities and equipment.

EXPERIENCE AND TRAINING

High school diploma or GED; supplemented by four (4) to six (6) years previous experience or trade school or technical training that includes equipment and vehicle maintenance and repair and supervisory skills.

LICENSES AND CERTIFICATIONS

Must possess valid commercial driver's license with tanker and Hazmat endorsements. Must possess AC Recovery certification, motor vehicle inspectors license, and ICS 100 and 700 certifications.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnose vehicle and equipment problems.
- Correct English usage and grammar.

Ability to:

- Supervise employees and provide evaluation and counseling in regards to performance of job duties.
- Utilize various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- 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 receiving assignments and instructions.
- Communicate and interact with public and work crews.
- 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.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.

Shop Foreman Class Specification
KENDALL COUNTY

- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.

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.

revised

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 10/14/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Job Description: Service Writer

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

PHONE #/EXT: 600 TIME NEEDED FOR PRESENTATION: 5 minutes

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

Consideration and take action to approve the job description for Service Writer.

KENDALL COUNTY CLASS SPECIFICATION

SERVICE WRITER

GRADE: 13

GENERAL SUMMARY

Under administrative supervision, the purpose of this position is to manage and supervise the Mechanic Shop. Employees in this classification are responsible for various supervisory and managerial duties associated with assuring that all county automobiles are serviced for preventative maintenance and repairs. Work under the supervision of the Road & Bridge Superintendent with limited latitude for the use of initiative and independent judgment. Also provide a monthly report to Commissioners Court.

Supervises personnel including instructing, assigning, reviewing and planning the work of others; monitoring work standards; coordinating operations; allocating personnel and equipment; and employee hiring, transfers, promotions, and salary increases; reviews personnel complaints and takes appropriate action; follows disciplinary procedures as needed for individual personnel including counseling, evaluation, and dismissal.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include but are not limited to the following:

Schedules vehicles for preventative maintenance checks and annual State inspections.

Coordinate repair assignments with the Shop Foreman.

Provides training to subordinate automobile mechanics in state-of-the-art vehicle maintenance methods, procedures, techniques and servicing equipment.

Oversees work activity in the garage and parts storage area.

Approves the order of more expensive or unique replacement parts.

Supervises work performed by private outside shops.

Works with Shop Foreman to insure quality control.

Issues pool cars to various county departments for out-of-county trips.

Keeps a county gasoline inventory and purchases fuel and monitors fuel consumptions.

Handles all manufacturer recalls for the county and Sheriff's Office vehicles.

Receives and responds to complaints regarding the servicing and availability of county cars.

Bills various county departments for work performed on their vehicles.

Prepares an annual budget projection for the Service Center needs and assures not to exceed its budget.

Regular and predictable attendance is an essential function of this position.

The above describes the general nature and level of work being performed by employees holding this position. This is not intended to be an exhaustive list of all duties and responsibilities required nor all duties listed necessarily performed by any one employee so classified.

EXPERIENCE AND TRAINING

High school diploma or GED; supplemented by five years of master level trades experience in a diversified automotive repair and/or maintenance shop; attainment of the knowledge equivalent to an Associate's Degree in automotive maintenance. Specialized technical knowledge and skills usually obtained by attending technical school(s) and on-the-job training in automotive technology and mechanics; five years of related job experience; experience with OBD II Systems preferred.

LICENSES AND CERTIFICATIONS

Must possess a valid Texas commercial driver's license or be able to obtain it within 90 days.

KNOWLEDGE, SKILLS AND ABILITIES

- Maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnoses vehicle and equipment problems.
- Math calculation skills.
- Good interpersonal skills in order to interact and cooperate with others.
- Interact effectively with vendors and suppliers.
- Problem solving abilities.
- Modern office procedures and computer equipment and functions.
- Verbal and written communication skills.

- Correct English usage and grammar.

Ability to:

- Supervise employees and provide evaluation and counseling in regards to performance of job duties.
- Use various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Provide guidance assistance and/or interpretation to others on how to apply procedures and standards to specific situations.
- Work in an open shop area shared with other employees.
- Work outside and/or in a vehicle subject to adverse weather and environmental conditions.
- 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.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.
- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.

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.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : October 14, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Request for Relief Canyon View at Tapatio Springs

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 a Request for Relief regarding density In Accordance to section
300.1100 of the Kendall County Development Rules and Regulations. Relief is requested to
develop 165 residential lots on 330 acres with a density of 2.0 acres per lot instead of the
required 4.0 acres per lot for lots with public water (groundwater) and waste water treatment
system. (Ohio Development LLC, Michael Shalit agent)

Mike Fincke, Commissioner Pct. 1

REQUEST FOR RELIEF (Variance)

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

1. Date 9/10/2014
2. Location of Property: 5 Miles West of Boerne on Wild Turkey Blvd in Tapatio Springs
3. Name of Subdivision (If Applicable): Canyon View at Tapatio Springs
4. Property Owner/Developer Name: Ohio Development LLC
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested)

300.1100.3 – regarding lot density. Relief is hereby requested to develop 165 residential lots on 330.0 acres with a density of 2.0 acres/lot instead of the required 4.0 acres per lot for lots with Public Water (ground water) and Waste Water Treatment System.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land? Yes (if "yes" please state the special circumstances or conditions)

Yes. This property is located within the KWU CCN. The current Subdivision regulations do not account for the fact that KWU obtains GBRA water and is operating a blended system. The property has an opportunity to generate effluent for the golf course and also install the infrastructure necessary for wastewater collection and water system that will provide redundancy and an ability to meter and regulate water usage. By being able to generate effluent, eventually, KWU will be able to supply the golf course with their water needs which will help reduce the groundwater strain within our community. The amount of groundwater used by the golf course will be reduced by the amount of waste water effluent generated by the new residential lots. It is anticipated that each residential lot will produce approximately 200 gallons per day, or 0.22 acre-feet per year of effluent water for golf course irrigation. The total anticipated reduction in groundwater usage on the golf course for 165 lots is 33,000 GPD (37 ac-ft/yr). With a density of 4.0 acres per lot, the public water distribution system and waste water collection system are not feasible and the new lots will be served by individual water wells and OSSF instead of a public water system and sewage collection system. In addition, the proposed amenities (clubhouse, pool, equestrian center, horse/pedestrian trails, etc.) will also not be feasible if the density is 4.0 acres per lot. Current subdivision rules do not acknowledge the benefit of having a wastewater collection system and the ability to reuse this water for secondary purposes.

It should also be noted that a KWU public water system provides the ability and responsibility to meter and regulate water usage by the lots in their service area in accordance with TCEQ and Cow Creek Groundwater Conservation District (CCGCD) regulations, including drought contingency. Water meters provide a much more effective means for monitoring and controlling groundwater usage. Individual domestic water wells producing up to 25,000 GPD; however, are not metered and are exempt from CCGCD usage regulations. As a result, a subdivision with a 2.0 ac/lot density served by KWU public water can be less of a strain on groundwater supply than a 6.0 ac/lot density subdivision on individual water wells.

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SEP 10 2014

DEV / MGMT

- b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours? Yes
(if "yes" please state the substantial property right involved)

Yes, the right to develop appropriately within the CCN of a water and wastewater utility provider.

Cheryl L. Bennett
Property Owner Signature *owner*
Phone Number 248.3559

Ohio Development
Print Owner Name
Date 9-10-14