



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for October 8, 13, and 15, 2015.
REASON FOR AGENDA ITEM	To approve the Minutes from previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION			
SUBJECT	Service awards October 2015		
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer		
PHONE # OR EXTENSION #	830-249-9343 ext 220		
TIME NEEDED FOR PRESENTATION	5 Minutes		
WORDING OF AGENDA ITEM	Harriet Seidensticker	10 years	County Clerk's office
	Brandy Ripley	5 years	Animal Control
	Dino Arellano	5 years	Animal Control
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county		
IS THERE DOCUMENTATION	No		
WHO WILL THIS AFFECT?	Countywide		
ADDITIONAL INFORMATION	None		



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of monthly reports for September 2015.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

**FEES OF OFFICE REPORTS
FY 2015**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$1,835.18	\$1,430.00	\$2,539.97	\$1,752.28	\$922.59	\$1,757.91	\$1,419.15	\$2,757.65	\$1,812.40	\$1,539.71	\$2,661.49	\$2,093.06	\$22,521.39
Brush Site	\$3,468.00	\$2,503.00	\$1,854.00	\$2,423.75	\$2,912.00	\$1,613.10	\$2,533.00	\$3,996.00	\$3,984.00	\$4,394.00	\$3,916.00	\$2,607.00	\$36,203.85
Constable 1	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$120.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$120.00	\$800.00
Constable 2	\$520.00	\$0.00	\$240.00	\$60.00	\$320.00	\$0.00	\$260.00	\$240.00	\$11.09	\$360.00	\$120.00	\$60.00	\$2,191.09
Constable 3	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$320.00	\$60.00	\$700.00
Constable 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00					\$60.00
Elections-Public Info Fees	\$5.00	\$0.00	\$44.10	\$10.10	\$0.00	\$10.00	\$0.00	\$5.00	\$0.00	\$25.00	\$8.50	\$12.10	\$119.80
Health Inspector	\$945.00	\$1,685.00	\$26,390.00	\$9,720.00	\$1,550.00	\$1,405.00	\$1,585.00	\$1,320.00	\$2,225.00	\$2,155.00	\$715.00	\$1,175.00	\$50,870.00
Parks	\$3,900.00	\$2,500.00	\$3,620.00	\$7,020.00	\$2,930.00	\$4,210.00	\$2,830.00	\$4,700.00	\$2,370.00	\$2,700.00	\$4,200.00	\$2,400.00	\$43,380.00
Recycling	\$0.00	\$1,853.65	\$0.00	\$1,555.67	\$0.00	\$1,581.41	\$0.00	\$1,893.82	\$0.00	\$1,224.46	\$1,376.23	\$525.00	\$10,010.24
Sheriff's Office	\$778.00	\$1,330.40	\$582.38	\$1,852.96	\$362.23	\$907.50	\$963.81	\$682.05	\$1,625.00	\$2,341.77	\$1,491.22	\$1,447.71	\$14,365.03
Solid Waste-Boerne	\$8,742.65	\$8,710.00	\$10,080.50	\$8,873.01	\$7,640.02	\$9,844.00	\$9,325.00	\$10,758.50	\$10,635.00	\$11,016.00	\$11,047.55	\$8,348.00	\$115,020.23
Solid Waste-Comfort	\$338.00	\$418.00	\$485.00	\$356.00	\$419.00	\$468.00	\$470.00	\$246.00	\$559.00	\$394.00	\$443.00	\$517.00	\$5,113.00
Treasurer	\$0.00	\$0.00	\$0.00	\$5.80	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$8.50	\$7.80	\$61.10
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Attorney Fees	\$105.00	\$55.00	\$40.00	\$40.00	\$110.00	\$170.00	\$153.10	\$166.39	\$137.34	\$100.00	\$34.80	\$95.00	\$1,206.63
County Clk-Criminal	\$14,824.00	\$11,217.00	\$9,352.00	\$13,703.75	\$18,932.83	\$21,021.00	\$18,515.25	\$16,219.50	\$17,205.00	\$21,948.17	\$17,210.00	\$17,322.32	\$197,470.82
County Clk-Fees of Ofc.	\$41,963.35	\$33,216.78	\$43,119.63	\$35,520.17	\$36,118.45	\$46,659.58	\$49,098.18	\$44,283.85	\$49,795.61	\$49,372.13	\$44,860.86	\$47,825.07	\$521,833.66
County Clk-Prob Fees	\$2,768.00	\$2,136.00	\$2,251.00	\$2,092.00	\$1,897.00	\$2,781.00	\$3,656.00	\$3,894.00	\$2,434.00	\$2,450.00	\$3,079.00	\$1,343.00	\$30,781.00
Development Mgt.	\$15,806.00	\$4,810.20	\$12,428.00	\$19,430.00	\$10,615.00	\$12,330.00	\$25,887.00	\$6,833.00	\$10,190.00	\$9,353.00	\$6,849.00	\$5,595.00	\$140,126.20
District Clerk-Citations	\$0.00	\$4,205.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,405.00
District Clerk-Civil	\$12,318.00	\$16,654.00	\$25,442.56	\$10,163.00	\$12,899.00	\$11,434.73	\$13,316.00	\$17,353.85	\$16,568.92	\$11,056.00	\$12,417.00	\$12,077.00	\$171,700.06
District Clerk-Criminal	\$2,564.06	\$3,481.73	\$4,213.49	\$5,437.03	\$3,368.21	\$5,596.09	\$4,169.82	\$5,174.30	\$2,777.78	\$6,763.35	\$3,513.62	\$3,105.13	\$50,164.61
JP 1	\$6,879.36	\$4,229.56	\$3,559.14	\$4,061.13	\$6,542.54	\$5,530.15	\$4,511.06	\$4,998.56	\$4,348.76	\$6,119.56	\$6,486.07	\$5,339.08	\$62,604.97
JP 2	\$3,281.95	\$2,844.35	\$2,940.06	\$8,911.08	\$5,061.67	\$5,526.56	\$5,805.67	\$5,079.79	\$2,956.07	\$3,410.96	\$3,068.67	\$3,716.25	\$52,603.08
JP 3	\$4,364.24	\$4,028.03	\$5,686.63	\$9,391.04	\$6,010.63	\$5,571.12	\$4,843.04	\$4,280.74	\$4,366.54	\$4,045.03	\$5,298.14	\$6,164.86	\$64,050.04
JP 4	\$22,888.38	\$12,543.90	\$17,352.14	\$18,025.09	\$19,320.18	\$17,120.48	\$18,871.52	\$15,902.58	\$12,196.52	\$13,742.04	\$20,967.95	\$22,417.16	\$211,347.94
Tax Assessor	\$81,684.45	\$62,491.54	\$80,732.56	\$327,965.23	\$168,569.91	\$87,986.85	\$527,332.98	\$860,155.76	\$96,981.96				\$2,293,901.24
TOTAL	\$229,978.62	\$182,343.14	\$255,773.16	\$488,369.09	\$306,531.26	\$243,644.48	\$695,545.58	\$1,011,061.34	\$243,379.99	\$154,519.18	\$150,092.60	\$144,372.54	\$4,105,610.98
<i>FY '14 Totals for Comparison</i>	<i>\$201,611.61</i>	<i>\$165,958.20</i>	<i>\$188,682.29</i>	<i>\$519,625.17</i>	<i>\$341,242.82</i>	<i>\$290,814.32</i>	<i>\$1,238,306.09</i>	<i>\$253,456.52</i>	<i>\$239,220.42</i>	<i>\$241,241.69</i>	<i>\$224,952.21</i>	<i>\$226,905.89</i>	<i>\$4,132,017.23</i>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Home-Delivered Meals Resolution
DEPARTMENT & PERSON MAKING REQUEST	Olivia Burdick, Rainbow Senior Center Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the adoption of the Resolution pertaining to the Rainbow Senior Center's application for grant funds from the Texas Department of Agriculture.
REASON FOR AGENDA ITEM	The Rainbow Senior Center wants to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Those eligible for the services.
ADDITIONAL INFORMATION	None



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

COMMISSIONER SID MILLER

RESOLUTION AUTHORIZING COUNTY GRANT

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:

1 of October, 2015 and the 30 of September, 2016.
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 which meets financial management system requirements as set forth in
Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this 26 day of
October, 2015.

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.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Kendall County Law Enforcement Center
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Presentation on the proposed expansion of the Kendall County Law Enforcement Center.
REASON FOR AGENDA ITEM	To give information concerning the improvement to the Kendall County Law Enforcement Center that will be decided by the November 3, 2015 \$22 Million Bond Election.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	TAX LEVY TOTALS
DEPARTMENT & PERSON MAKING REQUEST	TAX OFFICE - JAMES HUDSON, TAX ASSESSOR-COLLECTOR
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	3 MINUTES
WORDING OF AGENDA ITEM	REQUEST COMMISSIONERS COURT APPROVAL OF THE 2015 COUNTY TAX LEVY ROLL TOTAL, \$18,953,685.34
REASON FOR AGENDA ITEM	TO REQUEST COMMISSIONERS COURT APPROVAL OF THE 2015 COUNTY TAX LEVY ROLL TOTAL, \$18,953,685.34
IS THERE DOCUMENTATION	YES
WHO WILL THIS AFFECT?	THE PUBLIC
ADDITIONAL INFORMATION	NONE

KENDALL County

2015 LEVY TOTALS

GKE - KENDALL COUNTY

Property Count: 28,252

Grand Totals

9/24/2015

11:47:58AM

Land		Value			
Homesite:		720,776,792			
Non Homesite:		844,068,989			
Ag Market:		2,044,359,475			
Timber Market:		0	Total Land	(+)	3,609,205,256
Improvement		Value			
Homesite:		2,145,929,457			
Non Homesite:		1,489,063,588	Total Improvements	(+)	3,634,993,045
Non Real		Count	Value		
Personal Property:	2,783		371,537,760		
Mineral Property:	18		31,570,720		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					403,108,480
					7,647,306,781
Ag	Non Exempt	Exempt			
Total Productivity Market:	2,044,359,475	0			
Ag Use:	22,075,139	0	Productivity Loss	(-)	2,022,284,336
Timber Use:	0	0	Appraised Value	=	5,625,022,445
Productivity Loss:	2,022,284,336	0			
			Homestead Cap	(-)	14,895,457
			Assessed Value	=	5,610,126,988
			Total Exemptions Amount (Breakdown on Next Page)	(-)	567,800,841
			Net Taxable	=	5,042,326,147

Freeze	Assessed	Taxable	Actual Tax	Colling	Count		
DP	43,041,744	37,997,508	120,867.84	129,873.63	232		
DPS	685,341	655,341	2,485.38	2,521.63	3		
OV65	990,191,468	937,034,092	3,104,636.22	3,197,635.41	3,464		
Total	1,033,918,553	975,686,941	3,227,989.44	3,330,030.67	3,699	Freeze Taxable	(-) 975,686,941
Tax Rate	0.386700						
						Freeze Adjusted Taxable	= 4,066,639,206

Levy Info					
M&O Rate:	0.345962	M&O Tax:	16,956,955.89		
I&S Rate:	0.040738	I&S Tax:	1,996,729.45		
Protected I&S Rat:	0.000000	Protected I&S Tax:	0.00		
		Ag Penalty:	0.00		
		PP Late Penalty:	0.00		
			Total Levy		18,953,685.34
Tax Increment Finance Value:		0			
Tax Increment Finance Levy:		0.00			



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	September and October 2015 Sales Tax Report
DEPARTMENT & PERSON MAKING REQUEST	Treasurer's office Sheryl D'Spain
PHONE # OR EXTENSION #	830-249-9343 ext. 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Presentation of September and October 2015 Sales Tax report
REASON FOR AGENDA ITEM	To report on the portion of sales tax reimbursed from the State Comptroller's office.
IS THERE DOCUMENTATION	Yes, the report is on the County Website under departments, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Sales Tax Report-2015

Sales tax collection for month	Month collection received	Sales Tax Collection 2014	Sales Tax Collection 2015	% change from 2014	% change from previous month collection	2014 sales tax collections Year to date	2015 sales tax collections year to date	% change from 2014
Nov 2014	JANUARY 2015	202,556.19	230,013.56	13.55%	5%	202,556.19	230,013.56	13.55%
Dec 2014	FEBRUARY 2015	258,401.26	303,520.45	17.46%	32%	460,957.45	533,534.01	15.74%
Jan 2015	MARCH 2015	176,917.89	209,022.49	18.14%	31%	637,875.34	742,556.50	16.41%
Feb 2015	APRIL 2015	208,281.16	204,156.87	-1.98%	-2%	846,156.50	946,713.37	11.88%
Mar 2015	MAY 2015	238,820.91	260,450.72	9.05%	28%	1,084,977.41	1,207,164.09	11.26%
Apr 2015	JUNE 2015	245,872.37	237,537.22	-3%	-9%	1,330,849.78	1,444,701.31	8.55%
May 2015	JULY 2015	222,710.27	222,656.12	-.02%	-6.2%	1,553,560.05	1,667,357.43	7.32%
Jun 2015	AUGUST 2015	258,922.32	294,856.33	13.87%	14%	1,812,482.37	1,962,213.76	8.26%
Jul 2015	SEPTEMBER 2015	240,661.23	248,143.45	3.11%	-15.84%	2,053,143.60	2,210,357.21	7.66%
Aug 2015	OCTOBER 2015	220,789.67	218,160.02	-1.18%	12.08%	2,273,933.27	2,428,517.23	6.79%
Sep 2015	NOVEMBER 2015	254,621.53				2,528,554.80		
Oct 2015	DECEMBER 2015	242,623.76				2,771,178.56		

Total Sales Tax Revenue in Previous Years

2014 \$2,771,178.56

2013 \$2,476,461.25

2012 \$2,309,641.11

**covering payments from Nov 2014-Oct 2015



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	Investment Policy
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and approval of the Investment Policy for 2015
REASON FOR AGENDA ITEM	This policy serves to satisfy the statutory requirements of the Local Government Code 116.112 and the Government Code Chapter 2256 to define and adopt a formal investment policy. This code requires this policy to be reviewed and adopted at least annually.
IS THERE DOCUMENTATION	Yes, the document is on the County website under the department, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

STATE OF TEXAS
COUNTY OF Kendall County

IN THE COMMISSIONERS COURT
OF KENDALL COUNTY, TEXAS

October 26, 2015

KENDALL COUNTY COMMISSIONERS COURT
NUMBER _____

BE IT REMEMBERED AT A MEETING OF Commissioners County of Kendall County, Texas held on the 26th day of October 2015, on a motion by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following order was adopted.

WHEREAS, the Commissioners Court of Kendall County, Texas desires the continence of prudent investment policies; and

WHEREAS, the Commissioners Court has reviewed the attached investment policy dated October 26, 2015, that will be to the financial benefit of Kendall County, Texas;

NOW, THEREFORE, it is hereby ADJUDGED AND DECREED that the Kendall County Treasurer, the investment officer, implements that attached investment policy dated October 26, 2015.

ORDERED THIS 26 Day of October, 2015.

DARREL LUX, COUNTY JUDGE

COMMISSIONER MIKE FINCKE, PCT. #1

COMMISSIONER RICHARD ELKINS, PCT. #2

COMMISSIONER TOMMY PFEIFFER, PCT. #3

COMMISSIONER ROYCE STEUBING, PCT. #4

ATTESTED BY:

DARLENE HERRIN, COUNTY CLERK

INVESTMENT POLICY

FOR

KENDALL COUNTY

TEXAS

SEPTEMBER 2015

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I. INVESTMENT SCOPE

GENERAL STATEMENT

This policy serves to satisfy the statutory requirements of the Public Funds Investment Act, Government Code, Chapter 2256 to define and adopt a formal investment policy. An order of the Commissioners Court of Kendall County to adopt this investment policy replaces any previous investment policy.

LEGAL AUTHORITY TO INVEST

This investment policy applies to the investment activities of Kendall County Texas. This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by the Commissioners Court at least annually in accordance with Section 2256.005 (e), Gov't. Code.

FUNDS INCLUDED

This investment policy applies to all financial assets of Kendall County Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in violation of any depository contract between Kendall County and any depository bank.

FUNDS INVESTED WITH AUTHORIZED INVESTMENT POOLS

This investment policy does not supersede the investment policy of an authorized investment pool [under Sec. 2256.016] that Kendall County, by order and/or resolution, has authorized investment with, such as, Texpool, Texpool Prime, MBIA Texas Class, LOGIC, and TexStar.

II. INVESTMENT STRATEGY

KENDALL COUNTY FUNDS TO BE INVESTED

Kendall County cash funds to be invested, but not limited to, are as follows:

In accordance with the Public Funds Investment Act Section 2256.005 (d), Gov't Code a written investment strategy shall be developed for each of the county's funds and the funds under the county's control. The following strategy will apply for the county's funds and the funds under the county's control:

(1). Each fund under the control of the County Treasurer will be transferred from the fund's depository bank account to an individual investment account in a PUBLIC FUNDS INVESTMENT POOL, currently, but not limited to Local Government Investment Cooperative (LOGIC).

(2). While at LOGIC, each fund is invested until money is needed to cover the fund's expenses. Money is available the same day if processed early in day, otherwise, the next business day.

(3). If money is not needed by a fund to cover expenses based on liquidity needs determined by the County Treasurer, the money may be invested in other investment tools as directed by this policy.

(4). The stated final maturity of any one investment outside a PUBLIC FUNDS INVESTMENT POOL, made by the County Treasurer shall be two years or less.(Sec.2256.005 (b) (4) (B), Gov't Code).

(5). Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Sec. 2256.021, Gov't Code.

III. INVESTMENT OBJECTIVES

GENERAL STATEMENT

Funds of Kendall County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investing of County funds while preserving and protecting capital in the overall portfolio.

ACTIVE PORTFOLIO MANAGEMENT

The County intends to pursue an active versus a passive portfolio management philosophy. Securities may be sold or exchanged before they mature if market conditions present an opportunity for the County to benefit from the trade. Under this investment policy, all investments will be made with the intent of pursuing, at a time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading.

SAFETY

Kendall County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

LIQUIDITY

The County's investment portfolio must be structured in a manner which will provide liquidity necessary to pay obligations as they become due.

DIVERSIFICATION

It will be the policy of Kendall County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

YIELD

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by the safety and liquidity objectives and state and federal law governing investment of public funds.

RISKS

- (1). There is a market risk if a change in the financial market reduces the value of a security.
- (2). There is a liquidity risk when an investment cannot be sold before its maturity.
- (3). There is a credit risk if the security purchased defaults.

MATURITY

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's projected cash flow needs.

SALE OF SECURITIES BEFORE MATURITY

The Kendall County Treasurer may sell securities before maturity if:

- (1). Market conditions present an opportunity for the County to benefit from sale;
- (2). Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; and
- (3). A security has lost its minimum required rating as an authorized investment. [Sec. 2256.021]

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the Gov't Code policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and legality of decisions. The County Treasurer, unless instructed otherwise, will receive training under Sec. 2256.008 (a) (1) & (2) and (C), Gov't Code, through courses offered by the County Treasurer's Association of Texas, Texas Association of Counties, the association's Certified Investment Officer, (CIO) program, the National Association of County Treasurer's and Finance Officers. (NACTFO)

IV. INVESTMENT RESPONSIBILITY AND CONTROL

COUNTY'S INVESTMENT OFFICER

In accordance with Section 116.112(a), Local Government Code and Chapter 2256, Sec.2256.005 Gov't Code, the County Treasurer, under the direction of the Kendall County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

STANDARD OF CARE

In accordance with Sec. 2256.006 Gov't Code, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

LIABILITY OF TREASURER

In accordance with Section 113.005, Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

AUDIT CONTROL

The County Treasurer will establish liaison with the County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

SUBJECT TO AUDIT

The County Treasurer is subject to audit by the County Auditor. In addition, it is the policy of the County Commissioners Court, at a minimum, to have an audit of all County funds by an independent auditing firm as required by law. The County Treasurer and the County's investment procedures shall be subject to the audit and any special audits as required.

V. INVESTMENT REPORTING

QUARTERLY REPORT

The County Treasurer will report, in writing, quarterly to the Commissioners Court and to the County Auditor on the status of investments. The report shall include, at least, a brief summary of investment transactions for the quarter ended and a schedule of all current investment securities.

ANNUAL REPORT

The County Treasurer will conform to Chapter 2256 Gov't Code and prepare a written yearly report concerning the County's investment transactions for the preceding year and describing in detail the investment position of the County as of the date of the report.

NOTIFICATION OF INVESTMENT CHANGES

It shall be the duty of the County Treasurer to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to the implementation of such methods and procedures.

VI. INVESTMENT INSTITUTIONS

INVESTMENT INSTITUTIONS DEFINED

The County Treasurer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- (1). Depository Bank;
- (2). Other state or national banks domiciled in Texas that are insured by FDIC;
- (3). Savings and loan associations domiciled in Texas that are insured by FSLIC (or its successor;
- (4). State or federal credit unions domiciled in Texas that are insured by National Credit Union Share Insurance Fund or its successor;
- (5). Public funds investment pool; or
- (6). Governmental securities brokers and dealers.

QUALIFICATIONS FOR APPROVAL OF BROKER/DEALERS:

In accordance with Sec 2256.005 (k) Gov't Code, a written copy of this investment policy shall be presented to any person seeking to sell Kendall County an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principal has:

- (1). Received and thoroughly reviewed the investment policy of Kendall County; and
- (2). Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between Kendall County and the organization.

The County Treasurer must comply with Sections 2256.005 (k) & (1) Gov't Code before obtaining any authorized investment.

VII. INVESTMENT INSTRUMENTS

AUTHORIZED INVESTMENT INSTRUMENTS

The County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law:

- (1). Obligations of the United States or its agencies and instrumentalities;
- (2). Direct obligations of the State of Texas or its agencies;
- (3). Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4). Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities;
- (5). Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in this state and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor. In addition to the authority to invest in certificates of deposit, funds may also be invested through a broker that has its main office or a branch office in the state and is selected from a list adopted by the investing entity or a broker or depository institution selected by the investing entity under subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity as required by Section 2256.025, Gov't Code.
- (6). A no-load money market mutual fund is authorized if the fund is registered and regulated by the Security Exchange Commission, has a dollar-weighted average stated maturity of 90 days or fewer and includes in its investment objective the maintenance of a stable net asset value of \$1 for each share. In addition, a mutual fund must have an average weighted maturity of less than two years, is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent. Kendall County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds described above either separately or collectively; or any other provisions covered in Sec 2256.014.

AUTHORIZED INVESTMENT WITH DEPOSITORY BANK

The County Treasurer may invest County funds with the Depository Bank as authorized by the Depository Contract.

PROHIBITED INVESTMENT

The County Treasurer has no authority to use any of the following investment instruments which are strictly prohibited by Sec. 2256.009 (b), Gov't Code:

- (1). Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2). Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and bears no interest;
- (3). Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4). Collateralized mortgage obligations the interest of which determined by an index that adjusts opposite to the changes in a market index.

VIII. INVESTMENT PROCEDURES

DELIVERY VS. PAYMENT

It will be the policy of the County that all Treasury Bills, Notes, and Bonds and Government Agencies securities shall be purchased using the "delivery vs. payment" (DVP) method through the Federal Reserve System. By doing so, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

ELECTRONIC FUND TRANSFER

The County Treasurer may use electronic means to transfer or invest all funds collected or controlled by Kendall County. (Sec. 2256.051, Gov't Code)

CONFIRMATION OF TRADE

A confirmation of trade will be provided by the broker/dealer to the County Treasurer for every purchase of an investment security. The confirmation will become a part of the file that is maintained on every investment security.

MONITORING MARKET VALUE

Kendall County will use one or more of the following ways to monitor the market price of investments acquired with public funds when applicable:

- (1). The Wall Street Journal , or other financial data sources that provides the market value of investment;
- (2). Primary broker dealers;
- (3). Pricing services through the Depository Bank contract; and
- (4). Any other pricing services that complies with the Public Funds Investment Act.

IX. INVESTMENT COLLATERAL AND SAFEKEEPING

COLLATERAL OR INSURANCE

The County Treasurer shall insure that all County funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

- (1). FDIC insurance coverage;
- (2). Obligations of the United States or its agencies and instrumentalities;
- (3). Other obligations under Sec. 2256.009 (a) Gov't Code; but
- (4). None of the obligations stated in Sec. 2256.009 (b) Gov't Code shall be used as collateral.

SAFEKEEPING OR PURCHASED SECURITIES:

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank. All certificates of deposit, insured by FDIC, purchased outside the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

X. INVESTMENT POLICY REVIEW AND AMENDMENT

REVIEW PROCEDURES

The Commissioners Court shall review the County investment policy and investment strategies on an annual basis, preferably, during the same time as the annual investment and interest report are prepared and submitted by the County Treasurer. (Sec. 2256.005 (e), Gov't Code)

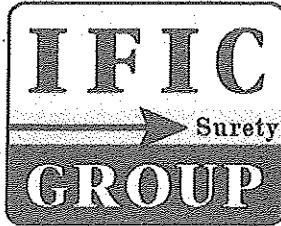
CHANGES TO THE INVESTMENT POLICY

It shall be the duty of the County Treasurer to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Financial Guarantee - High Point Ranch Subdivision, Phase I
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on accepting a Subdivision Bond for High Point Ranch Subdivision in the amount of \$771,323.65 for the construction of roads, drainage and infrastructure.
REASON FOR AGENDA ITEM	Approving Subdivision Bond for High Point Ranch Subdivision
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None



SUBDIVISION BOND

AMOUNT: \$771,323.65

BOND NO. 0688452

KNOW ALL MEN BY THESE PRESENTS: THAT WE, **Southerland High Point Ranch, LLC** as Principal, and **International Fidelity Insurance Company**, a New Jersey corporation authorized to do business in the State of Texas with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the **Kendall County Judge or the Judge's successors in office** as Obligee, in the full and just sum of **Seven Hundred Seventy One Thousand Three Hundred Twenty Three and 65/100 Dollars (\$771,323.65)** lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 26th day of October, 2015

WHEREAS, the Principal has entered into an agreement with the **Kendall County Judge or the Judge's Successor in office** as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "**High Point Ranch, Phase I**" all of which improvements shall be maintained and completed on or before **October 26, 2017**.

The streets and the drainage requirements for the subdivision will be constructed:

- a) In accordance with the specifications approved by the Commissioners' Court; and
- b) Within the time set by the Court, but not to exceed two years from the date of the approval of the final plat.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. **FURTHERMORE**, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST: Colleen O. Hoskins **PRINCIPAL: Southerland High Point Ranch, LLC**

BY: Timothy D. Smith
Timothy D. Smith, Treasurer, American Land Partners
Inc., Manager of National Timber Partners, LLC
Manager of Southerland High Point Ranch, LLC

SURETY: International Fidelity Insurance Company

ATTEST: Risa A. Lannalea BY: Grace J. Gray
Grace J. Gray Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATHLEEN M. O'BRIEN, DONNA M. BISHOP, GRACE J. GRAY

North Adams, MA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

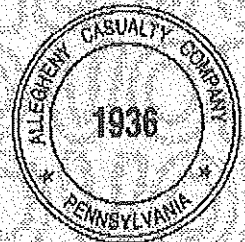
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



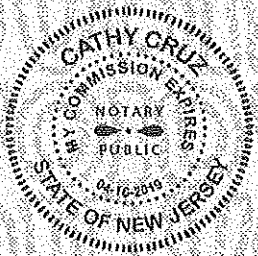
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

26th

day of October 2015

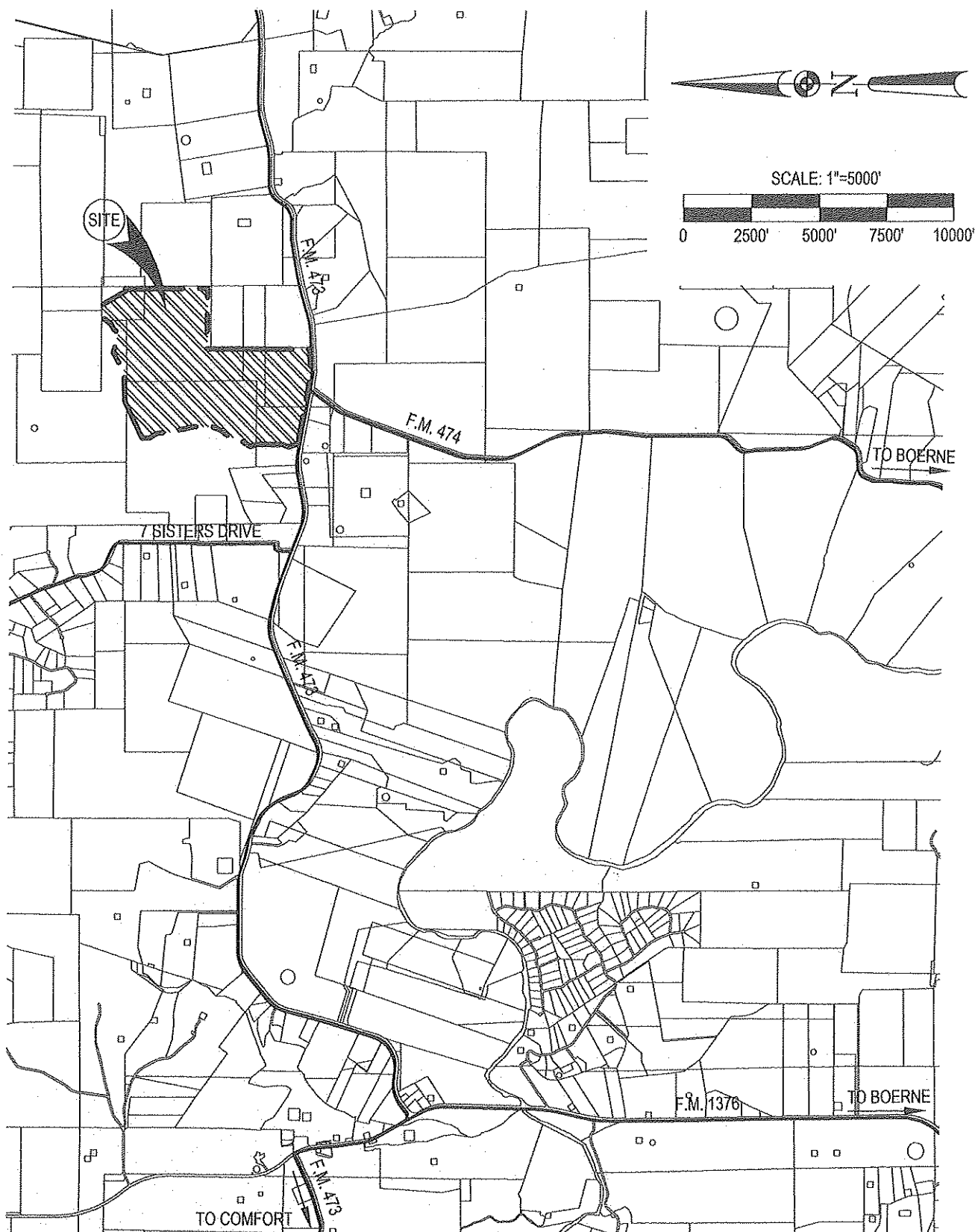
MARIA BRANCO, Assistant Secretary



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	Final Plat High Point Ranch Subdivision Phase I
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Final Plat for High Point Ranch Subdivision, Phase I, in accordance to section 204 of the Kendall County Development Rules and Regulations. The proposed subdivision consists of 151.55 acres, 24 residential lots and 4231 linear feet of roadway with a density of 6.32 acres. The proposed subdivision will be served by individual water wells and onsite sewage facilities. (Dan Mullins, Southerland High Point, LLC)
REASON FOR AGENDA ITEM	Final Plat for High Point Ranch Subdivision Phase I
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None



Date: Mar 17, 2015, 9:55am User ID: AMathis
 Z:\PROJECTS\2669 - 660 Acres Kendall Cnty Southernland\Drainage\EXHIBITS\266900 Location Map.dwg

MATKIN HOOVER

P.O. BOX 54
 5 STENCER ROAD SUITE 100
 SISTERDALE, TEXAS 75906
 OFFICE: 409.345.0000 FAX: 409.345.0005
 TEXAS REGISTERED PROFESSIONAL ENGINEER 00412

ENGINEERING
 & SURVEYING

CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

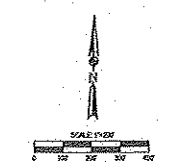
LOCATION MAP
 FOR
 HIGH POINT RANCH SUBDIVISION
 SISTERDALE, TEXAS

JOB NO.	2669.00
DATE	MAR 2015
DESIGNED	AJM
CHECKED	KBK
SHEET	FIG. 1.1



PROPERTY LINE
 PHASE BOUNDARY
 POLE LINE
 FENCE

LEGEND
 PHASE 2 PHASE 3
 POLE LINE
 FENCE



This document is prepared for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Aaron J. Hansen, Registered Professional Engineer, State of Texas, Registration No. 111451. Date: October 2015	
MATTHEW HOOPER ENGINEERING & SURVEYING 10000 W. 10th Street, Suite 100 Dallas, Texas 75243 Phone: (214) 343-1111 Fax: (214) 343-1112 Email: mhooper@matthewhooper.com Website: www.matthewhooper.com	
COMMISSIONERS COURT EXHIBIT FOR HIGH POINT RANCH PHASE 1 KENDALL COUNTY, TEXAS	
JOB NO. DATE DESIGNED CHECKED SHEET	2015-11 OCT. 2015 TJK ASJ 1.1



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Kendall County 2016 Holiday Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the 2016 Holiday Calendar for Kendall County.
REASON FOR AGENDA ITEM	To approve the holidays that Kendall County will observe in 2016.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County departments and the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Commissioners Court 2016 Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Commissioners Court calendar for 2016.
REASON FOR AGENDA ITEM	To schedule Commissioner Court meeting dates for 2016.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Commissioners Court, County departments, the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	Lease Agreement - Animal Control Copy Machine
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the lease agreement with Toshiba for a color copy machine for the Animal Control Facility.
REASON FOR AGENDA ITEM	Approve Lease Agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Animal Control Office
ADDITIONAL INFORMATION	None

TOSHIBA

BUSINESS SOLUTIONS

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Kendall County	Fed. Tax ID #:	
Contact Person:	Cindy Silva	Bill-To Phone:	(830) 331-8216
Billing Address:	201 E San Antonio Avenue	City, State-Zip:	Boerne, TX 78006
Equipment Location: (if different from above)		City, State-Zip:	

TBS LOCATION

Contact Name:	Charlie Ray	Subsidiary Location:	Toshiba Business Solutions TX
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. Toshiba estudio 3055c		
2.		
3.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	36	of \$	199.00	* Security Deposit:	\$	-	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	2,000	B&W Images Per Month - Excess Images at	\$0.00750	Per B&W Image				
Payment includes:	500	Color Images Per Month - Excess Images at	\$0.04500	Per Color Image				
Payment includes:		Scan Images Per Month - Excess Images at		Per Scan Image				
Payment includes:		Black Print Images Per Month - Excess Images at	\$-	Per Black Print Image				
Payment includes:		Color Print Images Per Month - Excess Images at	\$-	Per Color Print Image				
Excess Images Billed:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Lease payment period is monthly unless otherwise indicated.						
Documentation Fee:	\$75.00 (included in First Invoice)			<input type="checkbox"/> See Attached form (Schedule "A") for Additional Equipment				

* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:	Signature: X	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The

calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:

Signature: X

Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service maintenance agreement.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Image Charges:** Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the lease payment and/or the Excess per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the lease payment and/or the Excess per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease payments and Excess per Image Charges without deductions or withholding deductions.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf. (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under this Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.
23. **TBS OBLIGATIONS FOR MAINTENANCE AND SUPPLIES**
 - a. TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS may provide inspections as required, which may be made in conjunction with regular or emergency service calls. If service is provided at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b. Except as provided below, TBS will replace all covered parts, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c. If you are in default under this Lease, TBS has the right to deny performing any service and/or supplying any products.
 - d. Under this Lease, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e. Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f. Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. **Term.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. **EXCLUSIONS.** Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance or thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

Sales Representative: Charlie Ray

SALES PACKET NUMBER

EFFECTIVE DATE

10/14/2015

CUSTOMER INFORMATION

Customer Name:	Kendall County	Customer Contact:	Cindy Silva
Billing Address:	201 E San Antonio Avenue	Phone #:	(830) 331-8216 Ext.
Address 2:		Customer PO #:	
City:	Boerne	IT Contact:	Ciney Silva
State:	TX	IT Phone #:	249-9343
Zip:	78006	eMail:	cindy.silva@co.kendall.tx.us

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Remote Network Administrator Integration and Training** **FREE (\$300 Value)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Unit Description

- Base Device Configuration - Setup of Network Protocols on Device
- Print Driver Installation
- PC Fax Driver Installation
- Print Driver and PC Fax Driver on same Workstation
- Scan to Copier Controller
- Scan to Network Folder
- Scan to Email - Initial Setup of communication to local SMTP server
 - Additional Setup per Scanning Template
 - Off-site SMTP Server
 - Additional Setup per Scanning Template
- Incoming Fax Routing to Copier Controller
- Incoming Fax Routing to Network Folder Location
- Incoming Fax Routing to Email - Initial Setup of SMTP Server
 - Additional Setup per Destination
 - Off-site SMTP Server
 - Additional Setup per Destination
- User Code Enforcement
- Copier Configuration Backup and Restore

Device
Workstation
Workstation
Workstation
Scanning Template
Scanning Template
Initial Setup
Scanning Template
Hour Until Completion
Scanning Template
Fax Destination
Fax Destination
Initial Setup
Destination
Hour Until Completion
Destination
10 User Codes
Backup/Restore Event

Total Connectivity Fee \$

-

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of:

\$ 150.00 Per Hour.

Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:

Signature: X

Title:

Date:

DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:

Signature: X

Title:

Date:

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

SALES PACKET NUMBER

DATE

10/14/2015

Sales Representative: Charlie Ray

CUSTOMER INFORMATION

Customer Name:	Kendall County	Customer Contact:	Cindy Silva
Billing Address:	201 E San Antonio Avenue	Phone #:	(830) 331-8216 Ext.
Suite #:		Meter Contact:	Brandy Ripley
City:	Boerne	State:	TX
Zip:	78006	Meter Email:	Brandy.Ripley@co.kendall.tx.us

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program is a software solution that automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures only the information required for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure. Additionally, none of your file data is ever collected, just usage information.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (AMR)

TBS provides free the AMR software at installation that will automatically pull meter information and input into TBS billing system. There is no manual entry by either the end user or TBS for this option and is the most economical and efficient process. Equipment MUST be connected to the your network. More details and FAQ on this option are included above.

2 Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically. Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings. (Must have Scan to Email set up)

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☐ Yes ☐ No



Email Attachment and Web:

☐ Yes ☐ No



Email Address for invoice notifications:

CUSTOMER ACCEPTANCE:

Print Name:

Signature:

Title:

Date:



DELIVERY / INSTALL & LEASE ACCEPTANCE

DI-1.0.0

TECH. NAME

DATE

3/6/2014

Sales Representative: _____

CUSTOMER INFORMATION (Ship to)

Customer Name: Kendall County

Ship to Number: _____

Attention: Cindy Silva

Address: 201 E San Antonio Avenue

Address 2: _____ City, State-Zip: Boerne, TX 78006

Phone #: (830) 331-8216 Ext. _____

Fax #: _____

Email Address: cindy.silva@co.kendall.tx.us

TERMS AND CONDITIONS

I certify that all the Equipment listed below has been furnished, that delivery and installation has been fully completed. The Equipment has been received, put in use and is in good working order. I understand and agree that we have purchased the Equipment from the above supplier. All conditions and terms of the Agreement have been reviewed and acknowledged. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer Printed Name: _____

Title: _____

(Authorized Representative)

Customer Signature: _____

Date: _____

(Authorized Representative)

EQUIPMENT INFORMATION

Unit ID #	Model #	Serial #	Installed By	Install Date	Install Meter	Accessory	
						Yes	No
1. _____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____	_____	_____	_____

ADDITIONAL REQUEST / INFORMATION REQUIRED:

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Chapter 59 Assest Forfetiure Audit
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action 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.
REASON FOR AGENDA ITEM	To audit Chapter 59 funds.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Sheriff's Department
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Apple iPad Contract
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Sheriff's Office Al Auxier, County Sheriff
PHONE # OR EXTENSION #	249-97213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to accept contract to lease equipment from Apple
REASON FOR AGENDA ITEM	To complete outfitting patrol and administration with iPads
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Sheriff's Office, Public Service
ADDITIONAL INFORMATION	Included in 2015/2016 budget

October 5, 2015

KENDALL COUNTY
201 E SAN ANTONIO AVE STE 113
BOERNE TX 78006

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Corinna Speer:

The AFS Education Finance Program is pleased to assist KENDALL COUNTY ("Lessee") request for lease financing of equipment from Apple, Inc., ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully and make special notation of the first paragraph in the Signature Block of the Master Lease Agreement. Documentation enclosed for execution by an individual authorized by your Governing Board for KENDALL COUNTY consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

- Master Lease Agreement 9833629
- Lease Schedule 9833629 – 001
- Contact information
- Notice of Assignment
- Insurance Coverage Requirements
- Advance Payment (if applicable)
- Tax-Exemption Certificate (if applicable)
- Board Minutes (if applicable)
- Certificate of Acceptance (if applicable)

Sent to Apple

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Please scan signed documents and email to Amber.Osborne@ge.com prior to overnighting for review.

Please use the pre-addressed Federal Express package provided to return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:

AFS Education Finance
300 E John Carpenter Freeway Suite 204
Irving, TX. 75062
Attn: Karen Robinson

- Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.

☐ Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- ☐ Purchase Order Date
- ☐ Purchase Order Number

- ☐ Ship To Address – Street address
- ☐ Product Description
- ☐ Apple Product Number
- ☐ Unit and Extended Price of Product
- ☐ Authorized Signature
- ☐ Printed Name, Title, Date Signed
- ☐ Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 972-819-2680.

Sincerely

Amber Osborne
AFS Education Finance Program
Contracts Administrator

Master Lease Agreement No. 9833629 dated as of _____, 2015
("Agreement"), by and between, Apple, Inc., as "Lessor", Kendall County as
"Lessee" with its principal address of 201 E SAN ANTONIO AVE STE 113,
BOERNE, TX 78006

DEFINITIONS: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

Agreement - this master lease agreement.

Code - Internal Revenue Service Code of 1986 as amended from time to time.

Contractor - any manufacturer or vendor of the System.

Damaged Equipment - Equipment that is lost, stolen or damaged.

Damages - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

Day - a calendar day unless otherwise specified.

Documents - each Lease, any documents relative to the lease of the System and any other documents required to be delivered in connection with each Lease.

Escrow Account - an account from which the cost of the System is to be paid.

Equipment - all items of personal property described in the applicable Schedule and subject to this Agreement.

Equipment Location - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

Lease - this Agreement and a Schedule.

Lease Term - the time period listed in the applicable Schedule.

Lessor Equipment - Equipment manufactured or assembled by Lessor.

Net Book Value - (i) any and all amounts which may be due and payable by you to us under the Lease, plus (ii) the present value of all Rent payments remaining through the end of the Lease Term discounted at the lesser of 6% or the highest rate allowed by law plus (iii) our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term.

Other Equipment - Equipment not manufactured, assembled, or distributed by Lessor.

Product Warranty - any express product warranty from Lessor.

Rent - payments payable by the Lessee to Lessor for the lease of the System as shown in the applicable Schedule.

Schedule - any lease schedule under this Agreement signed by you and accepted by us.

Software - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

System - Equipment or Software, or both, in the applicable Schedule.

System Cost - cash price of Equipment and fee for Software license.

We, Us, and Our - Lessor or our agent.

You and Your - Lessee or your agent. Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

TERMS AND CONDITIONS

1. LEASE OF SYSTEM. By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition (by exercise of any applicable purchase option), use, leasing, and/or rental of equipment or payment of software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use. You shall order the System from the appropriate Contractor.

ESCROW AGREEMENT. If upon agreement by both you and us as to any System to be acquired by us and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

2. LEASE. You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

3. INVOICE PAYMENT OR REIMBURSEMENT. We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System and if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) an Opinion of Counsel; and (g) any other documents, items, or information required by us.

4. DELIVERY AND ACCEPTANCE OF SYSTEM. Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

5. RENT. You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

NON-APPROPRIATION OF FUNDS. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the nonappropriation provision for such purposes.

6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON-APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

8. TITLE AND SECURITY INTEREST. THIS IS A "TRUE LEASE". THE SYSTEM IS AND SHALL REMAIN OUR SOLE PROPERTY DURING THE LEASE TERM. Unless you are in default under the Lease, or an event of non-appropriation has occurred, you shall have the right to peacefully possess

and use the System during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests (if any) in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of Software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You authorize us to file precautionary UCC financing statements in order for us to publicly record our security interest. If allowed by the laws of the state where you are located and if we request, you agree to sign precautionary UCC financing statements in order for us to publicly record our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

9. USE, MAINTENANCE AND REPAIR. You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

10. TAXES. You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). You acknowledge and agree that (i) the Equipment is and shall remain our sole property during the Lease Term, and (ii) as the owner of the Equipment, we may be required to pay property taxes assessed against the System. Although you may be exempt from the direct obligation to pay of property taxes, you agree that (a) you will, at our sole discretion, either (1) reimburse us, when invoiced, for all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income), or (2) remit to us each month our estimate of the monthly equivalent of such taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect. We do not have to contest any tax assessments.

11. CLAIMS. Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

12. IDENTIFICATION. You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

13. LOSS OR DAMAGE. You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at our option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment, conveyed and granted to us by you, with marketable title, free and clear of any liens, claims or encumbrances of any kind or nature whatsoever, and having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment and shall be our property; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will apply any insurance proceeds which we receive for Damaged Equipment to the cost of repair or replacement of the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

14. INSURANCE. You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or selfinsurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of selfinsurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to

provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

15. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

16. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. You acknowledge and agree that we are the owner of the Equipment and, if we take possession of the Equipment, we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

17. YOUR OPTION AT END OF LEASE. Provided you are not in default, and an event of non-appropriation has not occurred, upon expiration of a Lease you shall have the option to (a) with at least ninety (90) Days advance written notice to us, purchase all but not less than all of the System for its then fair market value as determined by us in our sole discretion, or (b) with at least ninety (90) Days advance written notice to us, and subject to our approval, re-lease the System for one additional 12 month term at the fair market rental value, as determined by us in our sole discretion, or (c) if the applicable Lease provides for Rent to be paid on a monthly basis, with advance written notice provided to us no later than 90 Days (but no earlier than 120 Days) prior to the end of the Lease Term, or, if the applicable Lease provides for Rent to be paid on a quarterly or annual basis, with advance written notice provided to us no later than 90 Days (but no earlier than 180 Days) prior to the end of the Lease Term, return the System to us in accordance with Section 18. If you fail to notify us in writing within the time specified above as to which option you have chosen, the Lease shall automatically renew for a term of ninety (90) Days (the "Renewal Term") at the same Rent payable during the Lease Term. The Lease Term shall thereafter be automatically and continually renewed for additional Renewal Terms. You agree to continue making Rent payments to us until (a) you provide us with such advance written notice and (b) the Lease has continued in full force and effect for three additional Renewal Terms thereafter. If you elect to purchase the System, upon payment of the agreed upon price including all sales and other applicable taxes, we will transfer the System to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. If you elect to renew the Lease, Rent shall accrue from the first day following expiration of the Lease Term and shall be payable in accordance with the terms of the renewal. Upon payment of all amounts due under the Lease, you will have a continuing right to use the Software in accordance with the terms of the applicable software license agreement(s).

18. RETURN OF SYSTEM. If (a) a default occurs, (b) a non-appropriation of funds occurs in accordance with Section 5, or (c) you do not purchase the Equipment at the end of the Lease Term, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories and for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement, deliver the Equipment in Average Saleable Condition or for damages incurred in shipping and handling. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

19. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State or a fully-constituted political subdivision or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the

scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; and (l) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

20. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR

FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

23. AGREED LEASE RATE. You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. We both intend that the lease of the System is a true lease and not conditional sale, lease-purchase or bargain purchase option lease. We both intend to comply with all applicable laws. If it is determined that your payments (or any portion thereof) under the Lease constitute interest, and as such, result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

24. MISCELLANEOUS. Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however,* that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

25. NOTICES. All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At anytime after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement of any Lease; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies.

ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US.

YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE, INC.

BY: _____

TITLE: _____

DATE: _____

LESSEE: KENDALL COUNTY

BY: _____

TITLE: _____

DATE: _____

FED TAX ID#: _____

Amendment to Master Lease Agreement (Texas Governmental Entity as Lessee)

Amendment to that certain Master Lease Agreement No. 9833629 dated as of _____ ("Agreement"), by and between Apple, Inc., as Lessor, and Kendall County as Lessee.

All capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings given to such terms in the Agreement. Lessor and Lessee have agreed to amend the Agreement as follows:

1. Section 5 of the Agreement is amended by deleting the last two sentences therein.
2. Notwithstanding anything to the contrary in this Agreement, the collection of any damages, the exercise of any remedies and the enforceability of any indemnity and your requirements relative to Non-Appropriation set forth in this Agreement are subject to any limitations imposed by applicable Texas law."

Except as specifically amended by this Amendment, all of the other terms set forth in the Agreement shall remain in full force and effect.

This Amendment is hereby signed by duly authorized representatives of Lessor and Lessee as of the date of the Agreement.

LESSOR: Apple, Inc.

LESSEE: Kendall County

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Master Lease Agreement # 9833629
Lease Schedule # 001

LESSOR: APPLE, INC.
300 E John Carpenter Freeway Suite 204
Irving, TX. 75062

LESSEE: KENDALL COUNTY
201 E SAN ANTONIO AVE STE 113
BOERNE TX 78006

Apple personal computers, servers, and networking equipment not to exceed **\$13,396.00**. Equipment configuration to be determined by invoices presented to Apple, Inc., as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 24 @ \$446.53 (net of applicable taxes)

PAYABLE: Monthly in Advance

LEASE TERM: 24 Months

LEASE RATE: .03333

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: FMV Purchase Option

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: _____

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT IDENTIFIED ABOVE.

TRANSACTION SUMMARY

New Apple Equipment
Cost \$ 13,396.00

Total Cost to
Lessor's Assignee \$ 13,396.00

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:

LESSOR: APPLE, INC.

PROPOSED BY:

LESSEE: KENDALL COUNTY

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____ FED TAX ID #: _____

NOTICE OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to GE Capital Information Technology Solutions, LLC ("Assignee") all of its rights in and to Lease Schedule No. 001 (the "Lease") to the Master Lease Agreement 9833629 dated _____, by and between Assignor and KENDALL COUNTY ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

GE Capital Information Technology Solutions, LLC
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of GE Capital Information Technology Solutions, LLC is 94-1686094.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Apple, Inc.
Assignor



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

SUBJECT	Kendalia Community Center
DEPARTMENT & PERSON MAKING REQUEST	Facilities Maintenance Department Robert Kinsey, Facilities Manager
PHONE # OR EXTENSION #	830-413-0618
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving a contractor for the electrical work at the Kendalia Community Center.
REASON FOR AGENDA ITEM	Relocate and upgrade electrical panel
IS THERE DOCUMENTATION	Yes, two estimates
WHO WILL THIS AFFECT?	Kendalia Community Center
ADDITIONAL INFORMATION	None

NH ELECTRIC, INC.
142 INDUSTRIAL DRIVE
BOERNE, TX 78006
(830) 249-3927

TECL 18021

Estimate

DATE	ESTIMATE NO.
10/5/2015	793-CE

NAME / ADDRESS
KENDALL COUNTY FACILITIES MAINTENANCE KENDALIA COMMUNITY CENTER 201 E. SAN ANTONIO ST., #113 BOERNE, TX 78006

JOB LOCATION
KENDALIA COMMUNIT...

Full payment due upon completion of work. Removal of material non-payment after 30 days or 1.5% service charge.
Returned check charge \$30.00

DESCRIPTION	TOTAL
FURNISH LABOR AND MATERIAL FOR THE FOLLOWING: INSTALL 2 POLE 100 AMP BREAKER IN EXISTING INSIDE PANEL AT PAVILLION. ROUTE CONDUIT OVERHEAD THROUGH RAFTERS, TO CORNER, WHERE CONDUIT IS STUBBED-UP IN SLAB. INSTALL JUNCTION BOX ON EXISTING PVC CONDUIT, ROCKSAW TRENCH FROM JUNCTION BOX TO CORNER OF BUILDING. INSTALL PVC CONDUIT AND WIRING TO PROVIDE 100 AMPS AT BUILDING PANEL. REMOVE EXISTING METER AND RISER AT BUILDING. EXACT LOCATION OF BURIED UTILITIES IS NOT KNOWN. REPAIR AND COST OF DAMAGE DONE BY TRENCHING TO BE BY OTHERS.	3,365.00

IF YOU ACCEPT THE ESTIMATE, PLEASE SIGN AND FAX (830-249-3077) OR EMAIL BACK TO NH ELECTRIC, INC.

TOTAL

\$3,365.00

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. PLEASE SIGN AND FAX (830-249-3077) OR EMAIL TO N.H. ELECTRIC, INC. PRICE QUOTED IS VALID ONLY FOR 30 DAYS FROM PROPOSAL DATE. AFTER 30 DAYS, CURRENT PRICING WILL APPLY.

SIGNATURE _____

DATE _____

FRED CLARK ELECTRICAL CONTRACTOR

1211 NORTH HACKBERRY
SAN ANTONIO, TEXAS 78202

OFFICE 210-229-1155

MOBILE 210-380-5637

EMAIL tmoore@fredclarkelectric.com

September 28, 2015

Kendalia Social Club

Attention: Mr Frank R. Brussel
Re: Meter Removal Project

We propose the sum of \$5,100.00 to install new conduit and wire from metered service by the Pavilion Building to the panel located on the Library Building. We have included the following in our proposal:

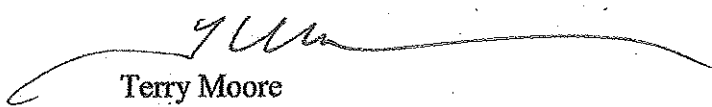
Taxes (\$388.00)

Trenching

New circuit breakers as required

Call if you have any questions.

Sincerely,



Terry Moore
Service Manager



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Monthly Status Report Herff Road Phase II
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Monthly Status Report Herff Road Phase II
REASON FOR AGENDA ITEM	Monthly Status Report Herff Road Phase II
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION**

SUBJECT	Fire Protection Services
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Interlocal Agreement between Kendall County and the City of Boerne for Fire Protection Services.
REASON FOR AGENDA ITEM	To provide improved fire protection and emergency services for the described area by consolidating services and equipment.
IS THERE DOCUMENTATION	Yes, the agreement
WHO WILL THIS AFFECT?	The area of Kendall County inside the Boerne Volunteer Fire Department service area, but outside the corporate limits of the City of Boerne.
ADDITIONAL INFORMATION	None

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, 2015 and ends on September 30, 2016. 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 \$346,174 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, 2015. 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

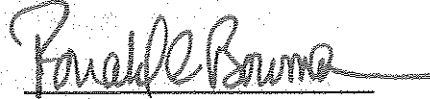
Ronald C. Bowman
City Manager
P.O. Box 1677
Boerne, TX 78006

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 _____
2015.

Darrel L. Lux
County Judge, Kendall County



Ronald C. Bowman
City Manager, City of Boerne

EXHIBIT "B"

CITY OF BOERNE RESPONSIBILITY

VIN #'s	FD ID	YEAR / MAKE	DESCRIPTION
1FTWW31P45EA85408	SUPPORT 41	2005 FORD	4X4 F350 PICKUP
3GKGK26R9XG508519	COMMAND 41	1998 GMC	4X4 SUBURBAN
1GC1KVEGXFF635864	CHIEF 40	2015 CHEVROLET	4X4 CHEVY 2500
1000EE2066	ENGINE 44	1994 SPARTAN	1500 CAFS PUMPER
4EN3ABA8X21004760	LADDER 48	2002 E-1 QUINT	2000 GPM AERIAL
1HTWBAAL46J266694	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

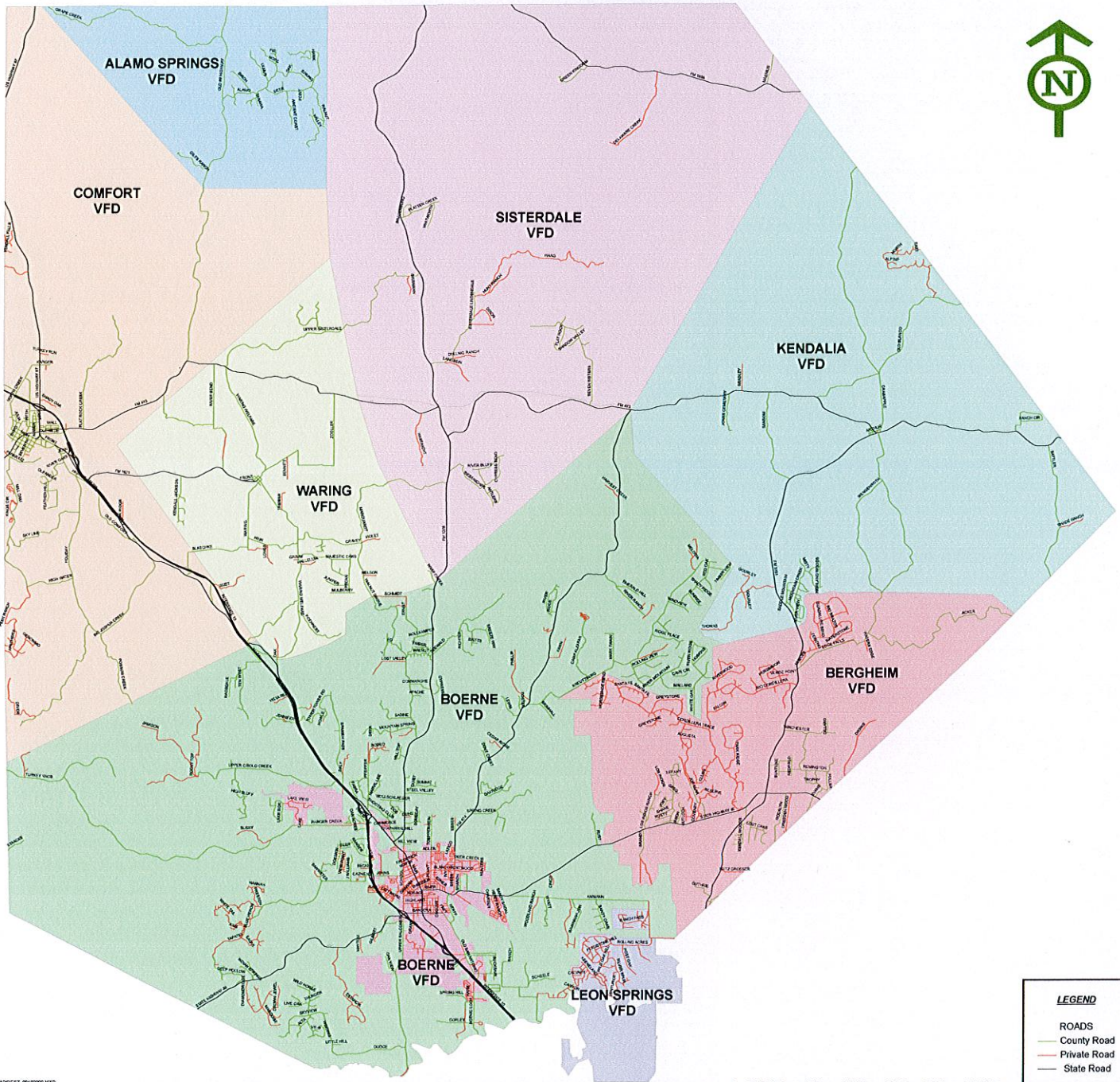
EXHIBIT "C"

KENDALL COUNTY RESPONSIBILITY

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

EXHIBIT "A"

KENDALL COUNTY FIRE DISTRICTS





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015 OPEN SESSION	
SUBJECT	Summary of the September Road Report.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 ext 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Give a summary of the road activities for September.
REASON FOR AGENDA ITEM	Report the progress of road work.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County wide progress report.
ADDITIONAL INFORMATION	None.



Kendall County Road & Bridge Monthly Report September 2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	1					
Cleaning and Debris						
JOHNS RD	10233		Right-of-Way Clearing	Cut up fallen tree limb and haul away.	RD-2816-15	9/9/15
Flood Related						
SCENIC LOOP RD		@ County line.	Debris Removal	Clean debris from upstream guard rail.	RD-2814-15	9/9/15
Non Road and Bridge						
E SAN ANTONIO AVE	201	Court House.	Labor Various	Help move boxes and furniture.	RD-2853-15	9/17/15
Paving and Prep						
UPPER BALCONES RD		@ 0.0 to 0.1 Miles. East side.	Road Surface	Level up rough and low spots in road.	RD-2949-15	9/28/15
UPPER BALCONES RD		@0.0 to 0.2 miles. West side.	Road Surface	Level up low and rough spots in road.	RD-2954-15	9/29/15
UPPER BALCONES RD		@ 0.1 to 0.2 miles. East side.	Road Surface	Level up low and rough spots in road.	RD-2955-15	9/30/15
<hr/>						
Total WO's For Pct	1	6				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Brush						
	SANDY OAKS DR	@ 0.0 to 1.0 miles.	Right-of-Way Clearing	Cut brush.	RD-2850-15	9/16/15
Contractor Work						
	AMMANN RD	@ 0.0 to 3.76 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2933-15	9/24/15
	SAVANNAH JON BLVD	@ 0.0 to .59 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2934-15	9/24/15
Miscellaneous						
	SAVANNAH JON BLVD	@ 0.1 miles.	Moved Equipment	Moved #37 from Acker Road.	RD-2967-15	9/15/15
Mowing						
	BROOKVIEW DR	@ 0.0 to .35 miles.	Mowing	Mow Right-of-Way.	RD-2748-15	9/2/15
	CAMP ALZAFAR RD	@ 0.0 to 1.74 miles.	Mowing	Mow Right-of-Way.	RD-2770-15	9/3/15
	CAVE CIR	@ 0.0 to .57 miles.	Mowing	Mow Right-of-Way.	RD-2764-15	9/3/15
	CLEAR CREEK CIR	@ 0.0 to .15 miles.	Mowing	Mow Right-of-Way.	RD-2763-15	9/3/15
	CLEAR SPRINGS DR	@ 0.0 to .38 miles.	Mowing	Mow Right-of-Way.	RD-2741-15	9/2/15
	HOSKINS TRAIL	@ 0.0 to 1.2 miles.	Mowing	Mow Right-of-Way.	RD-2768-15	9/3/15
	KREUTZBERG RD	@ 0.0 to 7.29 miles.	Mowing	Mow Right-of-Way.	RD-2736-15	9/1/15
	MALLARD DR	@ 0.0 to 1.1 miles.	Mowing	Mow Right-of-Way.	RD-2765-15	9/3/15
	MARK TWAIN DR	@ 0.0 to 1.1 miles.	Mowing	Mow Right-of-Way.	RD-2769-15	9/3/15
	NORTH STAR CT	@ 0.0 to .4 miles.	Mowing	Mow Right-of-Way.	RD-2762-15	9/3/15
	RED OAK DR	@ 0.0 to 1.51 miles.	Mowing	Mow Right-of-Way.	RD-2738-15	9/2/15
	RIDGE PL	@ 0.0 to .82 miles.	Mowing	Mow Right-of-Way.	RD-2746-15	9/2/15
	RIDGES END DR	@ 0.0 to .30 miles.	Mowing	Mow Right-of-Way.	RD-2751-15	9/2/15
	RIVER MOUNTAIN DR	@ 0.0 to 2.28 miles.	Mowing	Mow Right-of-Way.	RD-2760-15	9/2/15
	RIVER RIDGE	@ 0.0 to 1.28 miles.	Mowing	Mow Right-of-Way.	RD-2767-15	9/3/15
	ROLLING VIEW DR	@ 0.0 to 1.06 miles.	Mowing	Mow Right-of-Way.	RD-2755-15	9/2/15
	SADDLE VIEW DR	@ 0.0 to .57 miles.	Mowing	Mow Right-of-Way.	RD-2739-15	9/2/15
	SHADY RIDGE	@ 0.0 to .27 miles.	Mowing	Mow Right-of-Way.	RD-2742-15	9/2/15
	SPRING VALLEY CV	@ 0.0 to .55 miles.	Mowing	Mow Right-of-Way.	RD-2756-15	9/2/15
	SUNRISE DR	@ 0.0 to .61 miles.	Mowing	Mow Right-of-Way.	RD-2743-15	9/2/15
	TIMBER MOUNTAIN DR	@ 0.0 to .42 miles.	Mowing	Mow Right-of-Way.	RD-2758-15	9/2/15
	TIMBER VIEW DR	@ 0.0 to .55 miles.	Mowing	Mow Right-of-Way.	RD-2740-15	9/2/15
	WHITE OAK TRL	@ 0.0 to 1.6 miles.	Mowing	Mow Right-of-Way.	RD-2766-15	9/3/15
	WIND RIDGE DR	@ 0.0 to .49 miles.	Mowing	Mow Right-of-Way.	RD-2753-15	9/2/15
	WINDVIEW DR	@ 0.0 to .66 miles.	Mowing	Mow Right-of-Way.	RD-2745-15	9/2/15
Non Road and Bridge						
	CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-2606-15 9/1/15
	CHARGER BLVD	202	To Cibolo Nature Center.	Labor Various	Assist COB hauling 56 yards mulch.	RD-2825-15 9/10/15

Route	Address	Location	Activity	Details	W.O. No	Date
Non Road and Bridge						
CHARGER BLVD	202	Brush site.	Chipping	Grinding Brush.	RD-2902-15	9/28/15
Paving and Prep						
AMMANN RD		@ 2.0 to 3.76 miles.	Road Surface	Seal coat prep.	RD-2851-15	9/16/15
AMMANN RD		@ 4.2 miles.	Road Surface	Level up road surface.	RD-2972-15	9/21/15
AMMANN RD		@ 3.25 miles.	Road Surface	Level up road surface.	RD-2973-15	9/22/15
AMMANN RD		@ 3.2 to 3.8 miles.	Road Surface	Patch low spots in road and level up.	RD-2883-15	9/22/15
AMMANN RD		@ 2.5 miles.	Road Surface	Level up road surface.	RD-2974-15	9/23/15
AMMANN RD		@ 1.1 to 2.1 miles.	Road Surface	Level up rough and low spots in road.	RD-2886-15	9/24/15
AMMANN RD		@ .07 miles. South side.	Road Surface	Level up rough and low spots in road.	RD-2887-15	9/24/15
AMMANN RD		@ .6 to .8 Miles.	Road Surface	Level up rough and low spots in road.	RD-2948-15	9/28/15
NOEL CT		@ 0.0 to .08 miles.	Road Surface	Seal coat prep.	RD-2837-15	9/15/15
PARK LN		@ 0.0 to .18 miles.	Road Surface	Seal coat prep.	RD-2840-15	9/15/15
ROBIN'S WAY		@ 0.0 to .21 miles.	Road Surface	Seal coat prep.	RD-2835-15	9/15/15
SANDY OAKS DR		@ 0.0 to 1.02 miles.	Road Surface	Seal coat prep.	RD-2836-15	9/15/15
SAVANNAH JON BLVD		@ 0.0 to .59 miles.	Road Surface	Seal coat prep.	RD-2838-15	9/15/15
WALNUT WAY		@ 0.0 to .83 miles.	Road Surface	Seal coat prep.	RD-2852-15	9/17/15
WOOD BERRY LN		@ 0.0 to .12 miles.	Road Surface	Seal coat prep.	RD-2839-15	9/15/15
WOOD TRAILS		@ 0.0 to .22 miles.	Road Surface	Seal coat prep.	RD-2834-15	9/15/15
Total WO's For Pct 2		48				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Contractor Work						
ANTLERS WAY		@ 0.0 to .8 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2913-15	9/9/15
CYPRESS BEND DR		@ 0.0 to 1.18 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2912-15	9/9/15
HUNTERS VIEW CIR		@ 0.0 to .8 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2918-15	9/11/15
N WALNUT WAY		@ 0.0 to .04 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2929-15	9/21/15
N WALNUT WAY		@ 0.4 to .99 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2930-15	9/22/15
NOLLKAMPER RD		@ 0.0 to .56 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2924-15	9/16/15
OAK DELL		@ 0.0 to .04 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2926-15	9/21/15
PARADISE PATH		@ 0.0 to .09 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2927-15	9/21/15
PRIVILEGE PASS		@ 0.0 to .09 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2928-15	9/21/15
RIDGE VIEW DR		@ 0.0 to .16 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2923-15	9/16/15
RIVER BLUFF DR		@ 0.0 to .98 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2919-15	9/11/15
SCENIC VW		@ 0.0 to .07 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2931-15	9/22/15
SIEBENEICHER RD		@ 0.0 to 1.33 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2920-15	9/11/15
VALLEY VIEW SPUR		@ 0.0 to .05 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2932-15	9/22/15
WALNUT WAY		@ 0.0 to .83 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2925-15	9/18/15
WASP CREEK RD		@ 0.0 to .37 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2922-15	9/15/15
Flood Related						
APACHE TRAIL		@ .20 to .30 miles.	Road Surface	Repair bad spot in road.	RD-2947-15	9/22/15
CRABAPPLE RD	248		Road Surface	Repair washout on road.	RD-2702-15	9/1/15
CRABAPPLE RD	532		Road Surface	Repair washout on roadway.	RD-2708-15	9/1/15
OLD BLANCO RD	319		Road Surface	Repair roadway.	RD-2730-15	9/2/15
OLD BLANCO RD	319		Road Surface	Sweep rock and level up with 330-CC.	RD-2818-15	9/9/15
WENGENROTH RD		@ 2.5 miles.	Road Surface	Chip seal road surface.	RD-2737-15	9/2/15
WENGENROTH RD		@ 1.7 miles.	Road Surface	Level up and chip seal washout.	RD-2747-15	9/2/15
WENGENROTH RD		@ 1.7 miles.	Road Surface	Chip seal roadway.	RD-2744-15	9/2/15
Maintenance						
OLD BLANCO RD	402	@ 4.4 Miles.	Road Surface	Road level up.	RD-2950-15	9/28/15
Miscellaneous						
FM 3351 N	1133		Receive Material	Received base delivery. 22.08 tons.	RD-2882-15	9/22/15
FM 3351 N	1133	Kendalia Yard.	Receive Material	Received 389.16 tons of Grade 2 base.	RD-3034-15	9/30/15
MARQUARDT RD		@ 3.5 miles.	Labor Various	Hauled unit 151 to FM 1376 @ Marquardt Rd.	RD-2809-15	9/8/15
RIVER BEND RD		@ .9 miles.	Haul equipment	Hauled unit 151 to river bend.	RD-2810-15	9/8/15
Mowing						
BRANDENBURG CT		@ 0.0 to .71 miles.	Mowing	Mow Right-of-Way.	RD-2786-15	9/9/15
DOVE CREST DR		@ 0.0 to .38 miles.	Mowing	Mow Right-of-Way.	RD-2731-15	9/1/15

Route	Address	Location	Activity	Details	W.O. No	Date
Mowing						
DOVE MOUNTAIN DR		@ 0.0 to .27 miles.	Mowing	Mow Right-of-Way.	RD-2732-15	9/1/15
EMERALD HL		@ 0.0 to .7 miles.	Mowing	Mow Right-of-Way.	RD-2775-15	9/8/15
FLAT ROCK DR		@ 0.0 to .94 miles.	Mowing	Mow Right-of-Way.	RD-2781-15	9/9/15
FOSTER LN		@ 0.0 to .23 miles.	Mowing	Mow Right-of-Way.	RD-2735-15	9/1/15
FOSTER RD		@ 0.0 to .44 miles.	Mowing	Mow Right-of-Way.	RD-2734-15	9/1/15
GRAND VALLEY VIEW DR		@ 0.0 to .25 miles.	Mowing	Mow Right-of-Way.	RD-2777-15	9/8/15
KEMMER TRAIL		@ 0.0 to .22 miles.	Mowing	Mow Right-of-Way.	RD-2771-15	9/8/15
LEWIS RD		@ 0.0 to .80 miles.	Mowing	Mow Right-of-Way.	RD-2733-15	9/1/15
MOUNTAIN VIEWS DR		@ 0.0 to .26 miles.	Mowing	Mow Right-of-Way.	RD-2783-15	9/9/15
PLATTEN CREEK RD		@ 0.0 to 1.13 miles.	Mowing	Mow Right-of-Way.	RD-2785-15	9/9/15
RIDGE TRL		@ 0.0 to .71 miles.	Mowing	Mow Right-of-Way.	RD-2773-15	9/8/15
RIVER RANCH RD		@ 0.0 to 1.63 miles.	Mowing	Mow Right-of-Way.	RD-2774-15	9/8/15
RIVER TRL		@ 0.0 to .91 miles.	Mowing	Mow Right-of-Way.	RD-2772-15	9/8/15
SEVEN SISTERS DR		@ 0.0 to 2.2 miles.	Mowing	Mow Right-of-Way.	RD-2776-15	9/8/15
SEVEN SISTERS DR		@ 2.2 to 3.6 miles.	Mowing	Mow Right-of-Way.	RD-2780-15	9/9/15
SHADOW VALLEY DR		@ 0.0 to .38 miles.	Mowing	Mow Right-of-Way.	RD-2778-15	9/8/15
SISTERDALE LINDENDALE RD		@ 0.0 to .5 miles.	Mowing	Mow Right-of-Way.	RD-2784-15	9/9/15
SUNSET DR		@ 0.0 to .26 miles.	Mowing	Mow Right-of-Way.	RD-2782-15	9/9/15
WHITWORTH DR		@ 0.0 to .26 miles.	Mowing	Mow Right-of-Way.	RD-2787-15	9/9/15
New Construction						
ACKER RD		@ 1.9 miles.	Pave	Cut & pave swale in road way.	RD-2715-15	9/1/15
ACKER RD		@ 1.8 & 2.0 miles.	Work Base	Work base, 2nd lift.	RD-2750-15	9/3/15
ACKER RD		@ 1.8 to 2.0 miles.	Work Base	Work base, second lift.	RD-2811-15	9/8/15
ACKER RD		@ 1.8 to 2.0 miles.	Work Base	Work Base second lift.	RD-2819-15	9/9/15
ACKER RD		@ 1.8 to 2.0 miles.	Work Base	Work base second lift.	RD-2821-15	9/10/15
ACKER RD		@ 1.8 to 2.0 miles.	Work Base	Slush roll.	RD-2829-15	9/14/15
ACKER RD		@ 1.8 to 2.0 miles.	Work Base	Burn off road. Fine Blade.	RD-2943-15	9/17/15
ACKER RD		@ 1.8 to 2.0 miles.	Priming	Prime road surface.	RD-2944-15	9/17/15
Paving and Prep						
CINDY LN		@ 0.0 to .05 miles.	Road Surface	Seal coat prep.	RD-2847-15	9/16/15
COUNTRY COR		@ 0.0 to .07 miles.	Road Surface	Seal coat prep.	RD-2849-15	9/16/15
LONESOME LN		@ 0.0 to .06 miles.	Road Surface	Seal coat prep.	RD-2846-15	9/16/15
MARQUARDT RD		From 3.5 to 3.8 miles.	Road Surface	Seal coat prep.	RD-2754-15	9/7/15
MARQUARDT RD		@ 3.0 to 3.5 miles.	Road Surface	Shoulder level up for seal coat prep.	RD-2830-15	9/14/15
MARQUARDT RD		@ 0.0 to 3.5 miles.	Road Surface	Shoulder level up for seal coat prep.	RD-2831-15	9/14/15
MARQUARDT RD		@ 3.5 to 4.2 miles.	Road Surface	Tab road for center line.	RD-2832-15	9/15/15
MARQUARDT RD		@ 0.0 to .6 miles.	Road Surface	Seal coat prep.	RD-2841-15	9/15/15

Route	Address	Location	Activity	Details	W.O. No	Date
Paving and Prep						
MARQUARDT RD		@ 0.0 to .10 miles.	Road Surface	Seal coat prep.	RD-2842-15	9/15/15
MARQUARDT RD		@ 0.0 to .30 miles.	Road Surface	Seal coat prep.	RD-2843-15	9/15/15
N WALNUT WAY		@ 0.0 to .99 miles.	Road Surface	Seal coat prep.	RD-2854-15	9/21/15
OAK DELL		@ 0.0 to .04 miles.	Road Surface	Seal coat prep.	RD-2848-15	9/16/15
RIDGE VIEW DR	106		Road Surface	Seal coat prep.	RD-2728-15	9/2/15
RIDGE VIEW DR	144		Road Surface	Chip seal.	RD-2752-15	9/3/15
SCENIC VW		@ 0.0 to .1 miles.	Road Surface	Seal coat prep.	RD-2858-15	9/21/15
TIMBER TRL		@ 0.0 to .22 miles.	Road Surface	Seal coat prep.	RD-2856-15	9/21/15
VALLEY VIEW SPUR		@ 0.0 to .05 miles.	Road Surface	Seal coat prep.	RD-2855-15	9/21/15
WOODY WAY		@ 0.0 to .2 miles.	Road Surface	Seal coat prep.	RD-2857-15	9/21/15
Total WO's For Pct 3		76				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Brush						
CAROLYN LN		@ .05 miles.	Right-of-Way Clearing	Cut brush.	RD-2982-15	9/30/15
CEDAR LN		@ .19 miles.	Right-of-Way Clearing	Cut brush.	RD-2961-15	9/30/15
CRAVEY RD	43		Fencing	Repair Fence.	RD-2859-15	9/21/15
FABRA WAY		@ 0.0 to .05 miles.	Right-of-Way Clearing	Cut brush.	RD-2960-15	9/30/15
SHOOTING CLUB RD S		@ 0.0 to .06 miles.	Right-of-Way Clearing	Cut brush.	RD-2962-15	9/30/15
Contractor Work						
CEDAR LN		@ 0.0 to .19 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2935-15	9/25/15
CHAPARRAL HILL DR		@ 0.0 to .35 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2938-15	9/28/15
FABRA OAKS RD		@ 0.0 to .67 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2940-15	9/29/15
FAWN LN		@ 0.0 to .08 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2937-15	9/25/15
JUNGFRAU HILL RD		@ 0.0 to 1.0 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2914-15	9/1/15
KENDALL OAKS DR		@ 0.0 to .60 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2936-15	9/25/15
LAKE SIDE CIR	108		Pothole Repair; Contractor	Repair wash out area.	RD-2907-15	9/3/15
LAKE SIDE CIR	303		Pothole Repair; Contractor	Repair wash out area.	RD-2908-15	9/3/15
LAKE SIDE CIR	307		Pothole Repair; Contractor	Repair wash out area.	RD-2909-15	9/3/15
LAKE SIDE CIR	318		Pothole Repair; Contractor	Repair wash out area.	RD-2910-15	9/3/15
LAKE SIDE CIR	416		Pothole Repair; Contractor	Repair wash out area.	RD-2911-15	9/3/15
MARQUARDT RD		@ 0.0 to 3.50 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2921-15	9/15/15
SHOOTING CLUB RD		@ 0.0 to 1.34 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2939-15	9/28/15
SPANISH PASS RD		@ 0.0 to 2.64 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2942-15	9/30/15
W FABRA LN		@ 0.0 to .80 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2941-15	9/29/15
ZOELLER LN	319		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2915-15	9/11/15
ZOELLER LN	330		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2916-15	9/11/15
ZOELLER LN	350		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2917-15	9/11/15
Equipment						
OLD #9 HWY		@ County line	Haul equipment	Haul tractor to job site pick up tractor for repair.	RD-4414-15	9/24/15
Flood Related						
HOLIDAY RD		@ 7.2 miles.	Road Surface	Lay in base.	RD-2749-15	9/3/15
HOLIDAY RD		@ 7.2 miles.	Road Surface	Transfer oil, add water, heat and circulate oil.	RD-3031-15	9/8/15
OLD COMFORT RD	3		Labor Various	FEMA records for 1997 and 2002.	RD-2815-15	9/9/15
RIVER BEND RD		@ .9 miles.	Road Surface	Repair road surface with 330-CC & 330-CC.	RD-2808-15	9/8/15
RIVER BEND RD		@ 1.6 miles.	Debris Removal	Move flood debris off of fence line.	RD-2759-15	9/8/15
W FABRA LN	109		Road Surface	Repair Wash out	RD-3035-15	9/30/15
W FABRA LN	109		Road Surface	Repair wash out.	RD-2959-15	9/30/15
WARING WELFARE RD		@ 1.0 miles.	Debris Removal	Clean up gravel and asphalt in ditch line.	RD-3033-15	9/16/15

Route	Address	Location	Activity	Details	W.O. No	Date
Flood Related						
ZOELLER LN		@ 2.4 miles.	Road Surface	Repair road surface with 330-CC black base.	RD-2807-15	9/8/15
Herbicides and Vegetation						
FM 289	648	2.1 miles. No Acres	Chemical Mowing	Hand spray south of concrete driveway.	RDH-1194-15	9/17/15
OLD COMFORT RD		@ 0.0 to 1.69 miles 2.0 Acre.	Chemical Mowing	Spray both sides for total kill.	RDH-1192-15	9/9/15
OLD COMFORT RD	3	1.5 Acre.	Chemical Mowing	Spray both sides for total kill.	RDH-1193-15	9/9/15
RIVER BEND RD	132	@ 0.0 to 1.6 miles .2 Acre.	Chemical Mowing	Spray by hand for total kill.	RDH-1191-15	9/9/15
Miscellaneous						
OLD COMFORT RD	3	Comfort Yard.	Labor Various	Drill holes for new wash rack.	RD-4411-15	9/16/15
FM 289	648	KCYAEC.	Labor Various	Haul 28 loader from Camp Capers to 4-H.	RD-2956-15	9/30/15
FM 289	648	KCYAEC.	Labor Various	Haul 58 roller from WVFD to 4-H.	RD-2957-15	9/30/15
MARQUARDT RD		@ 2 miles.	Labor Various	Haul 119 to yard for repairs.	RD-2963-15	9/9/15
OLD COMFORT RD	3		Labor Various	Haul 85 roller from 4-H to Comfort Yard.	RD-2958-15	9/30/15
SPANISH PASS RD	44		Labor Various	Haul unit 22 mower from WVFD to Solid Waste.	RD-2952-15	9/29/15
US HIGHWAY 27	403	Comfort Park.	Training	Herbicide CEU	RD-2970-15	9/17/15
WARING RD	3		Labor Various	Pick up rental paver and bring to shop.	RD-2978-15	9/28/15
WARING WELFARE RD		@ 9.8 miles.	Labor Various	Hauled #22 mowing tractor to job site.	RD-3032-15	9/9/15
Mowing						
AGARITA CIR		@ 0.0 to .15 miles.	Mowing	Mow Right-of-Way.	RD-2801-15	9/15/15
ALAMO RD		@ 0.0 to .8 miles.	Mowing	Mow Right-of-Way.	RD-2867-15	9/24/15
ALAMO RD		@ .9 to 2.57 miles.	Mowing	Mow Right-of-Way.	RD-2987-15	9/30/15
APACHE RD		@ .0 to .47 miles.	Mowing	Mow Right-of-Way.	RD-2988-15	9/30/15
AVENUE E		@ 0.0 to .15 miles.	Mowing	Mow Right-of-Way.	RD-2875-15	9/16/15
AVENUE F		@ 0.0 to .09 miles.	Mowing	Mow Right-of-Way.	RD-2874-15	9/16/15
BIRCH RD		@ 0.0 to .85 miles.	Mowing	Mow Right-of-Way.	RD-2871-15	9/24/15
BLASCHKE RD		@ 0.0 to 2.43 miles.	Mowing	Mow Right-of-Way.	RD-2879-15	9/16/15
BRINKMANN RD		@ 0.0 to .03 miles.	Mowing	Mow Right-of-Way.	RD-2869-15	9/24/15
COMANCHE RD		@ .0 to .18 miles.	Mowing	Mow Right-of-Way.	RD-2990-15	9/30/15
CRAVEY RD		@ 0.8 to 2.01 miles.	Mowing	Mow Right-of-Way.	RD-2802-15	9/15/15
E WARING RD		@ 0.0 to .07 miles.	Mowing	Mow Right-of-Way.	RD-2881-15	9/16/15
FIR RD		@ .0 to .16 miles.	Mowing	Mow Right-of-Way.	RD-2992-15	9/30/15
FREDERICKSBURG RD		@ 0.0 to .14 miles.	Mowing	Mow Right-of-Way.	RD-2878-15	9/16/15
GRAPE CREEK RD		@ 0.0 to 5.6 miles.	Mowing	Mow Right-of-Way.	RD-2866-15	9/24/15
GREEN CEDAR RD		@ 0.0 to .77 miles.	Mowing	Mow Right-of-Way.	RD-2793-15	9/14/15
HEIN RD		@ 0.0 to 1.51 miles.	Mowing	Mow Right-of-Way.	RD-2803-15	9/15/15
HOPE RD		@ .0 to .71 miles.	Mowing	Mow Right-of-Way.	RD-2993-15	9/30/15
JOE WEST RD		@ 0.0 to .29 miles.	Mowing	Mow Right-of-Way.	RD-2868-15	9/24/15
JUNIPER LN		@ 0.0 to .69 miles.	Mowing	Mow Right-of-Way.	RD-2799-15	9/15/15

Route	Address	Location	Activity	Details	W.O. No	Date
Mowing						
MAJESTIC OAKS DR		@ 0.0 to 1.3 miles.	Mowing	Mow Right-of-Way.	RD-2795-15	9/14/15
MAJESTIC OAKS DR		@ 1.3 to 1.48 miles.	Mowing	Mow Right-of-Way.	RD-2796-15	9/15/15
MANNING RD		@ 0.0 to .11 miles.	Mowing	Mow Right-of-Way.	RD-2877-15	9/16/15
MANNING ST		@ 0.0 to .06 miles.	Mowing	Mow Right-of-Way.	RD-2876-15	9/16/15
MESQUITE TRAIL		@ 0.0 to .78 miles.	Mowing	Mow Right-of-Way.	RD-2800-15	9/15/15
MULBERRY LN		@ 0.0 to .72 miles.	Mowing	Mow Right-of-Way.	RD-2798-15	9/15/15
N FRONT ST		@ 0.0 to .32 miles.	Mowing	Mow Right-of-Way.	RD-2873-15	9/16/15
N RIVER BEND RD		@ 0.0 to 1.63 miles.	Mowing	Mow Right-of-Way.	RD-2860-15	9/21/15
OLD #9 HWY		@ 0.0 to 2.0 miles.	Mowing	Mow Right-of-Way.	RD-2863-15	9/21/15
OLD #9 HWY		@ 2.0 to 6.0 miles.	Mowing	Mow Right-of-Way.	RD-2985-15	9/22/15
OLD #9 HWY		@ 6.0 to 10.3 miles.	Mowing	Mow Right-of-Way.	RD-2864-15	9/23/15
OLD #9 HWY		@ 10.3 to 10.6 miles.	Mowing	Mow Right-of-Way.	RD-2865-15	9/24/15
PECAN PKWY		@ 0.0 to 1.09 miles.	Mowing	Mow Right-of-Way.	RD-2797-15	9/15/15
POEHNERT RD		@ 0.0 to 1.18 miles.	Mowing	Mow Right-of-Way.	RD-2794-15	9/14/15
PRATHER RD		@ 0.0 to .34 miles.	Mowing	Mow Right-of-Way.	RD-2870-15	9/24/15
RIVER BEND RD		@ 0.0 to 1.96 miles.	Mowing	Mow Right-of-Way.	RD-2862-15	9/21/15
S FRONT ST		@ 0.0 to .33 miles.	Mowing	Mow Right-of-Way.	RD-2872-15	9/16/15
S RIVER BEND RD		@ 0.0 to .32 miles.	Mowing	Mow Right-of-Way.	RD-2861-15	9/21/15
SADDLE WOOD TRL		@ 0.0 to 1.08 miles.	Mowing	Mow Right-of-Way.	RD-2788-15	9/10/15
SPANISH PASS RD		@ 1.3 to 1.34 miles.	Mowing	Mow Right-of-Way.	RD-2986-15	9/29/15
SPRING RD		@ .0 to .51 miles.	Mowing	Mow Right-of-Way.	RD-2994-15	9/30/15
TANAWA RD		@ .0 to .27 miles.	Mowing	Mow Right-of-Way.	RD-2989-15	9/30/15
ULMUS RD		@ .0 to 1.04 miles.	Mowing	Mow Right-of-Way.	RD-2991-15	9/30/15
UPPER SISTERDALE RD		@ 3.41 to 7.28 miles.	Mowing	Mow Right-of-Way.	RD-2779-15	9/9/15
UPPER SISTERDALE RD		@ 0.0 to 3.41 miles.	Mowing	Mow Right-of-Way.	RD-2790-15	9/10/15
VALLEY VIEW TRL		@ 0.0 to 1.20 miles.	Mowing	Mow Right-of-Way.	RD-2789-15	9/10/15
WARING RD		@ 0.0 to 2.05 miles.	Mowing	Mow Right-of-Way.	RD-2804-15	9/15/15
WARING WELFARE RD		@ 9.81 to 5.5 miles.	Mowing	Mow Right-of-Way.	RD-2791-15	9/10/15
WARING WELFARE RD		@ 0.0 to 5.5 miles.	Mowing	Mow Right-of-Way.	RD-2792-15	9/14/15
ZOELLER LN		@ 0.0 to 4.38 miles.	Mowing	Mow Right-of-Way.	RD-2880-15	9/16/15
Non Road and Bridge						
FM 289	648	KCYAEC.	Labor Various	Install 250 feet of CMP. 4H provided pipe.	RD-2722-15	9/2/15
FM 289	648	KCYAEC.	Labor Various	Research, gather , compile records KCYAEC.	RD-2624-15	9/8/15
FM 289	648	KCYAEC.	Labor Various	Work pad site at N. end of Arena.	RD-2761-15	9/8/15
FM 289	648	KCYAEC.	Labor Various		RD-2813-15	9/9/15
FM 289	648	KCYAEC.	Labor Various	Fill dirt around drainage pipe, 4-H arena.	RD-2823-15	9/10/15
FM 289	648	KCYAEC.	Labor Various	Cover drainage pipe at 4-H.	RD-2968-15	9/15/15
FM 289	648	KCYAEC.	Labor Various	Fill parking lot.		

Route	Address	Location	Activity	Details	W.O. No	Date
Non Road and Bridge						
FM 289	648	KCYAEC.	Labor Various	Fill parking lot around 4-H arena.	RD-2969-15	9/16/15
FM 289	648	KCYAEC.	Labor Various	Road Cat blade from Holiday to 4-H.	RD-2845-15	9/16/15
FM 289	648	KCYAEC.	Labor Various	Work on pad site parking lot.	RD-2945-15	9/17/15
FM 289	648	KCYAEC.	Labor Various	Remove material from barn and fill outside.	RD-2971-15	9/21/15
FM 289	648	KCYAEC.	Labor Various	Work on pad site parking lot.	RD-2946-15	9/22/15
FM 289	648	KCYAEC.	Labor Various	Work on north side parking lot.	RD-2884-15	9/23/15
FM 289	648	KCYAEC.	Labor Various	Work on parking lot.	RD-2885-15	9/24/15
FM 289	716	Joshua Springs Park.	Labor Various	Haul material from quarry to Joshua Park.	RD-2953-15	9/29/15
FM 289	648	KCYAEC.	Labor Various	Cut drainage ditch next to rd on N side of barn.	RD-2980-15	9/29/15
FM 289	648	KCYAEC.	Labor Various	Cut drainage ditch, help install rain water tank.	RD-2981-15	9/30/15
OLD COMFORT RD	3	Comfort Yard.	Labor Various	Load rock for Big Tex.	RD-2701-15	9/1/15
SPANISH PASS RD	44		Labor Various	Haul Recycle to San Marcos.	RD-2827-15	9/10/15
WARING RD	3		Labor Various	Work to repair driveway for WVFD.	RD-2976-15	9/24/15
WARING RD	3		Labor Various	shoot oil and prep for paving parking lot.	RD-2977-15	9/28/15
WARING RD	3		Labor Various	Pave back parking lot and side rd @ driveway.	RD-2979-15	9/29/15
Paving and Prep						
		From .4 to .9 miles.	Road Surface	Slush roll oil primed road	RD-2713-15	9/1/15
CAROLYN LN		@ 0.0 to .6 miles.	Road Surface	Seal coat prep.	RD-2890-15	9/24/15
CHAPARRAL HILL DR		@ 0.0 to .30 miles.	Road Surface	Seal coat prep.	RD-2899-15	9/28/15
DOE DR		@ 0.0 to .1 miles.	Road Surface	Seal coat prep.	RD-2893-15	9/24/15
E FABRA LN		@ 0.0 to .28 miles.	Road Surface	Seal coat prep.	RD-2896-15	9/28/15
EIGHTH ST		@ 0.2 to .40 miles.	Road Surface	Help paving contractor with traffic control.	RD-2966-15	9/10/15
ELM SPRINGS DR		@ 0.0 to .44 miles.	Road Surface	Seal coat prep.	RD-2892-15	9/24/15
FABRA OAKS RD		@ 0.0 to .67 miles.	Road Surface	Seal coat prep.	RD-2895-15	9/28/15
FAWN LN		@ 0.0 to .08 miles.	Road Surface	Seal coat prep.	RD-2894-15	9/24/15
HOLIDAY RD		@ 7.2 miles.	Road Surface	Lay base in over gravel section of roadway.	RD-2725-15	9/2/15
HOLIDAY RD		@ 6.8 to 6.9 miles.	Road Surface	Put Econo Pave in rough spots in road.	RD-2805-15	9/8/15
HOLIDAY RD		@ 6.7 miles.	Road Surface	Paved first coarse of road.	RD-2806-15	9/9/15
HOLIDAY RD		@ 6.9 to 7.0 miles.	Road Surface	Put Econo pave in rough spots.	RD-2812-15	9/9/15
HOLIDAY RD		@ 6.9 to 7.1 miles.	Road Surface	Blade Econo on road to smooth out.	RD-2820-15	9/10/15
HOLIDAY RD		@ 7.1 to 7.3	Road Surface	Level up road and fill in rough spots.	RD-2828-15	9/14/15
HOLIDAY RD		@ 7.3 to 7.8 miles.	Road Surface	Level up rough spots in road.	RD-2844-15	9/15/15
KENDALL OAKS DR		@ 0.0 to .6 miles.	Road Surface	Seal coat prep.	RD-2889-15	9/24/15
LINDNER AVE		@ 0.0 to .18 miles.	Road Surface	Help barricade road for contractor.	RD-2824-15	9/10/15
MARQUARDT RD		From 2.2 to 3.5 miles.	Road Surface	Seal coat prep.	RD-2757-15	9/7/15
MARQUARDT RD		@ 1.2 to 2.2 miles.	Road Surface	Seal coat prep.	RD-2822-15	9/10/15
MARQUARDT RD		@ 0.0 to 3.5 miles.	Road Surface	Tab road for center line.	RD-2833-15	9/15/15

Route	Address	Location	Activity	Details	W.O. No	Date
Paving and Prep						
PANKRATZ RD		@ .50 miles.	Road Surface	Circulate AEP in tanks 1&2. Circulate and transfer AEP.	RD-2700-15	9/1/15
ROOSEVELT		@ 0.0 to 0.23 miles.	Road Surface	Help paving contractor with traffic control.	RD-2965-15	9/10/15
SEVENTH ST		@ .6 to .81 miles.	Road Surface	Deliver barricades for contractor, traffic control.	RD-2817-15	9/9/15
SEVENTH ST		@ .60 to .81 miles.	Road Surface	Place barricades over parking spots.	RD-2826-15	9/10/15
SEVENTH ST		@ 0.5 to 0.81 miles.	Road Surface	Help paving contractor with traffic control.	RD-2964-15	9/10/15
SHOOTING CLUB RD		@ 0.0 to .5 miles.	Road Surface	Seal coat prep.	RD-2888-15	9/24/15
SHOOTING CLUB RD		@ 0.80 to 1.35 miles.	Road Surface	Seal coat prep.	RD-2898-15	9/28/15
SHOOTING CLUB RD S		@ 0.0 to .07 miles.	Road Surface	Seal coat prep.	RD-2900-15	9/28/15
SKYLAND DR		@ 0.0 to .36 miles.	Road Surface	Seal coat prep.	RD-2901-15	9/28/15
SPANISH PASS RD		@ 0.0 to 1.2 Miles.	Road Surface	Seal coat prep.	RD-2951-15	9/29/15
W FABRA LN		@ 0.0 to .80 miles.	Road Surface	Seal coat prep.	RD-2897-15	9/28/15
WOLLSCHLAEGER DR		@ 0.0 to .68 miles.	Road Surface	Seal coat prep.	RD-2891-15	9/24/15
Total WO's For Pct 4		150				

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Precinct	COB					
Non Road and Bridge						
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush	RD-2975-15	9/23/15
Total WO's For Pct		COB	1			

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders		281				



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/26/2015
OPEN SESSION

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



Kendall County Operations Monthly Report

September-2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	1					
Signs						
CROWN JEWEL	789	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1938-15	9/21/15
DODGE RD		@ .25 miles.	Replace	Replace chevron sign and support.	SI-1977-15	9/29/15
UPPER BALCONES RD		@ .01 miles.	Place or Remove Temp Sign	Set up temp signs.	SI-1953-15	9/24/15
UPPER BALCONES RD		@ .45 miles.	Place or Remove Temp Sign	Set up temp signs.	SI-1954-15	9/24/15
UPPER BALCONES RD		Fabricate at shop.	Fabricate	Fabricate upcoming work notification sign.	SI-1952-15	9/24/15
UPPER BALCONES RD		@ 3.65 miles.	Replace	Replace 45 mph. speed limit sign.	SI-1978-15	9/29/15
Total WO's For Pct 1		6				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Signs						
AMMANN RD		@ .03 miles.	Install	Install temporary RWA and ERW signs.	SI-1922-15	9/15/15
AMMANN RD		@ 1.7 miles.	Install	Install temporary RWA and ERW signs.	SI-1923-15	9/15/15
BLUEBONNET DR		@ .1 miles.	Replace	Replace street name sign, support and relocate.	SI-1919-15	9/9/15
BLUEBONNET DR		Fabricate at shop.	Fabricate	Fabricate Street name signs.	SI-1914-15	9/9/15
BLUEBONNET DR		@ .01 miles.	Replace	Replace street name sign.	SI-1917-15	9/9/15
BLUEBONNET DR		@ .37 miles.	Replace	Replace street name sign.	SI-1918-15	9/9/15
HERFF RD		@ .07 miles.	Remove	Road abandoned, Remove Stop Ahead Sign.	SI-1908-15	9/8/15
HERFF RD		@ .03 miles.	Remove	Road abandoned, Remove Dead End Sign.	SI-1906-15	9/8/15
HERFF RD		@ .18 miles.	Remove	Road abandoned, Remove Rt Turn 15mph Sign.	SI-1905-15	9/8/15
HERFF RD		@ .22 miles.	Remove	Road abandoned, Remove WFWOR Sign.	SI-1900-15	9/8/15
HERFF RD		@ .15 miles.	Remove	Road abandoned, Remove Menger Creek Sign.	SI-1904-15	9/8/15
HERFF RD		@ .23 miles.	Remove	Road abandoned, Remove Speed Limit Sign.	SI-1901-15	9/8/15
HERFF RD		@ .1 miles.	Remove	Road abandoned, Remove Left Turn Sign.	SI-1903-15	9/8/15
HERFF RD		@ .04 miles.	Remove	Road abandoned, Remove WFWOR Sign.	SI-1907-15	9/8/15
JOE KLAR RD		@ 0.4 miles.	Replace	Replace three bent over delineators.	SI-1980-15	9/29/15
JOE KLAR RD		@ 0.01 miles.	Install	Install reflective tape.	SI-1979-15	9/29/15
KREUTZBERG RD		@ 2.8 miles.	Trim Brush	Trim brush from Winding Road sign.	SI-1969-15	9/28/15
KREUTZBERG RD		@ .07 miles.	Trim Brush	Trim brush on speed limit/do not pass signs.	SI-1967-15	9/28/15
MARK TWAIN DR		@ .01 miles.	Replace	Replace sign and support.	SI-1968-15	9/28/15
MARK TWAIN DR		Fabricate at shop.	Fabricate	Fabricate new Mark Twain Dr street name sign.	SI-1965-15	9/28/15
N WAGON WHEEL DR		Fabricate at shop.	Fabricate	Fabricate Street name signs.	SI-1915-15	9/9/15
OLD FREDERICKSBURG RD		@ 1.26 miles.	Replace	Replace WFWOR with Road May Flood.	SI-1898-15	9/8/15
OLD SAN ANTONIO RD		@ .4 miles.	Trim Brush	Trim brush for visibility of Hidden Entrance sign.	SI-1897-15	9/8/15
OLD SAN ANTONIO RD		@ .01 miles.	Trim Brush	Trim brush for visibility of Speed Limit sign.	SI-1902-15	9/8/15
RED OAK DR	518	Fabricat at shop.	Fabricate	Fabricate 911 address plate.	SI-1939-15	9/21/15
RUST LN	2	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1899-15	9/8/15
RUST LN		@ .04 miles.	Labor Various	Relocate 7 mailboxe loops for new driveway.	SI-1921-15	9/14/15
S WAGON WHEEL DR		Fabricate at shop.	Fabricate	Fabricate Street name signs.	SI-1916-15	9/9/15
Traffic Related						
KREUTZBERG RD		@ Mark Twain.	Traffic Management	Remove bent pole & sign. Place temp sign.	SI-1935-15	9/26/15
Total WO's For Pct 2		29				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Non Road and Bridge						
FM 1376	1210		Labor Various	Install Historical Marker.	SI-1896-15	9/2/15
Signs						
ACKER RD		@ 1.7 and 2.2 miles.	Place or Remove Temp Sign	Remove temp R.W.A. and fresh oil signs.	SI-1958-15	9/24/15
ACKER RD		@ 1.75 and 2.0 miles.	Place or Remove Temp Sign	Remove temp uneven road signs.	SI-1959-15	9/24/15
ACKER RD		@ 1.8 and 2.1 miles.	Place or Remove Temp Sign	Remove temp B.P.T.S. road signs.	SI-1960-15	9/24/15
APACHE RD		@ .23 miles.	Install	Reinstall delineators removed for road repair.	SI-1966-15	9/28/15
ARTHUR ST		Fabricate at shop.	Fabricate	Fabricate new street name signs.	SI-1974-15	9/29/15
CYPRESS BEND DR		@ .04 miles.	Install	Install horse and rider emblem	SI-1971-15	9/28/15
ERNST RD		Fabricate at shop.	Fabricate	Fabricate new Ernst Road street name sign.	SI-1964-15	9/28/15
KREUTZBERG RD		@ .45 miles.	Repair	Repair chevron sign support.	SI-1957-15	9/24/15
KREUTZBERG RD		@ .35 and 3.3 miles.	Place or Remove Temp Sign	Set up temp signs.	SI-1956-15	9/24/15
KREUTZBERG RD		Fabricate at shop.	Fabricate	Fabricate upcoming work notification sign.	SI-1955-15	9/24/15
MARTIN ST		Fabricate at shop.	Fabricate	Fabricate new street name signs.	SI-1975-15	9/29/15
OLD BLANCO RD		Fabricate at shop.	Fabricate	Fabricate new street name signs.	SI-1976-15	9/29/15
PLANTATION PATH	364	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1920-15	9/14/15
REMINGTON DR	319	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1874-15	9/1/15
RIVER RANCH RD	24	Fabricat at shop.	Fabricate	Fabricate 911 address plate.	SI-1937-15	9/22/15
SCHMIDT LN		Fabricate at shop.	Fabricate	Fabricate new Schmidt Lane street name sign.	SI-1963-15	9/28/15
SCHMIDT LN		@ .01 miles.	Install	Install Ernst and Schmidt street name signs.	SI-1972-15	9/28/15
SIEBENEICHER RD		@ .35 miles.	Install	Install horse and rider emblem	SI-1970-15	9/28/15
W HEADWATERS RANCH RD	249	Fabricate at shop.	Fabricate	Fabricate 911 address plate	SI-1943-15	9/21/15
WALNUT GROVE RD		@ 1.6 miles.	Replace	Replace WFWOR with Road May Flood	SI-1950-15	9/22/15
WALNUT GROVE RD		@ .1 miles.	Install	Install two delineator kits.	SI-1948-15	9/22/15
WALNUT GROVE RD		@ 1.45 miles.	Replace	Replace WFWOR with Road May Flood	SI-1951-15	9/22/15
WALNUT GROVE RD		@ 1.4 miles.	Trim Brush	Trim brush from left reverse turn sign.	SI-1946-15	9/22/15
WALNUT GROVE RD		@ .68 miles.	Trim Brush	Trim brush from Int. Road sign.	SI-1947-15	9/22/15
WALNUT GROVE RD		@ 1.63 miles.	Relocate		SI-1949-15	9/22/15
WALNUT GROVE RD		@ 1.7 miles.	Replace	Place lime on deer remains Replace faded 20mph speed limit sign.	SI-1945-15	9/22/15
WARING WELFARE RD		@ .8 and 1.1 miles.	Remove	Remove rough road signs.	SI-1973-15	9/28/15
WOODY WAY		@ 0.01 miles.	Repair	Repair loose stop and name sign.	SI-1944-15	9/22/15
Total WO's For Pct 3		29				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Signs						
BELLA SPRINGS RD	95	Fabricat at shop.	Fabricate	Fabricate 911 address plate.	SI-1940-15	9/21/15
BLASCHKE RD		@ .82 miles.	Trim Brush	Trim brush for Left Turn visibility.	SI-1931-15	9/16/15
BLASCHKE RD		@ 1.58 miles.	Repair	Repair speed Limit sign, Vandalisim on back.	SI-1930-15	9/16/15
FRONT ST		@ .4 miles.	Remove	Remove out of position delineator.	SI-1875-15	9/1/15
JUNIPER LN	110	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1895-15	9/3/15
JUNIPER LN	136	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1928-15	9/16/15
MAJESTIC OAKS DR	133	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1911-15	9/9/15
MARQUARDT RD		@ .01 miles.	Repair	Repair cattle guard wing	SI-1934-15	9/16/15
MESQUITE TRAIL	113	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1927-15	9/16/15
OLD COMFORT RD	3	Shop	Repair Sign	Replace end pieces on two signs.(roll up)	SI-1936-15	9/28/15
POEHNERT RD		@ 0.01 miles.	Install	Install two delineator kits	SI-1941-15	9/22/15
POEHNERT RD		@ 0.03 miles.	Remove	Remove sign stand not in use.	SI-1942-15	9/22/15
RIVER FOREST DR	224	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1910-15	9/9/15
SKY LINE DR		@ 1.5 miles.	Remove	Remove BBQ pit that was dumped.	SI-1913-15	9/9/15
SKY LINE DR		@ .01 miles.	Remove	Remove trash bag that was picked up.	SI-1912-15	9/9/15
SKY LINE DR		@ .65 miles.	Install	Install Requested Curve Blocks View sign.	SI-1933-15	9/16/15
SKY LINE DR		@ .4 miles.	Install	Install Requested Hill Blocks View sign.	SI-1932-15	9/16/15
THIRD ST		@ .1 miles.	Replace	Replace support and pole.	SI-1909-15	9/8/15
UPPER CIBOLO CREEK RD		@ 3.6 miles.	Remove	Remove knocked over flood guage.	SI-1925-15	9/15/15
UPPER CIBOLO CREEK RD		@ 4.0 miles.	Install	Replace missing One Lane Bridge sign.	SI-1924-15	9/15/15
UPPER CIBOLO CREEK RD		@ 3.6 miles.	Repair	Replace sign support.	SI-1926-15	9/15/15
UPPER CIBOLO CREEK RD		@ 3.6 miles.	Install	Install flood guage.	SI-1929-15	9/16/15
UPPER CIBOLO CREEK RD		@ .03 and .2 miles.	Place or Remove Temp Sign	Place R.W.A signs out.	SI-1961-15	9/24/15
UPPER CIBOLO CREEK RD		@ .07 and .15 miles.	Place or Remove Temp Sign	Place B.P.T.S. signs out.	SI-1962-15	9/24/15
WARING WELFARE RD		@ 6.05 miles.	Replace	Replace WFWOR with Road May Flood.	SI-1876-15	9/2/15
WARING WELFARE RD		@ 6.1 miles.	Replace	Replace missing clamp on Right Y sign.	SI-1877-15	9/2/15
ZOELLER LN		@ .3 miles.	Replace	Replace with larger No Parking sign.	SI-1881-15	9/2/15
ZOELLER LN		@ .07 miles.	Replace	Replace with larger No Parking sign.	SI-1879-15	9/2/15
ZOELLER LN		@ .2 miles.	Replace	Replace with larger No Parking sign.	SI-1880-15	9/2/15
ZOELLER LN		@ 1.8 miles.	Replace	Replace with larger No Parking sign.	SI-1882-15	9/2/15
ZOELLER LN		@ .01 miles.	Trim Brush	Trim brush for No Parking sign visibility.	SI-1878-15	9/2/15
ZOELLER LN		@ 2.23 miles.	Replace	Replace No Parking sign with a larger one.	SI-1894-15	9/3/15
ZOELLER LN		@ 2.1 miles.	Replace	Replace No Parking sign with a larger one.	SI-1889-15	9/3/15
ZOELLER LN		@ 2.05 miles.	Replace	Replace No Parking sign with a larger one.	SI-1887-15	9/3/15
ZOELLER LN		@ 2.2 miles.	Replace	Replace No Parking sign with a larger one.	SI-1891-15	9/3/15

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
ZOELLER LN		@ 2.25 miles.	Replace	Replace No Parking sign with a larger one.	SI-1893-15	9/3/15
ZOELLER LN		@ 2.1 miles.	Replace	Replace No Parking sign with a larger one.	SI-1888-15	9/3/15
ZOELLER LN		@ 1.9 miles.	Replace	Replace with larger No Parking sign.	SI-1885-15	9/3/15
ZOELLER LN		@ 1.23 miles.	Replace	Install new 15 mph sign that was missing.	SI-1884-15	9/3/15
ZOELLER LN		@ 2.01 miles.	Replace	Replace WFWOR with Road May Flood.	SI-1886-15	9/3/15
ZOELLER LN		@ 2.25 miles.	Replace	Replace WFWOR with Road May Flood.	SI-1892-15	9/3/15
ZOELLER LN		@ 1.23 miles.	Replace	Bullet holes and short pole on left turn sign.	SI-1883-15	9/3/15
ZOELLER LN		@ 2.15 miles.	Replace	Replace No Parking sign with a larger one.	SI-1890-15	9/3/15
Total WO's For Pct 4		43				

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders		107				