



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on the Minutes for April 24, 2017.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meeting.
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

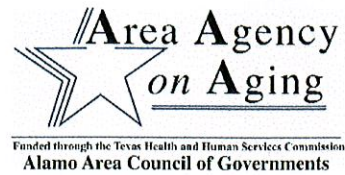
COMMISSIONER COURT DATE: 5/8/2017 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the 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: 5/8/2017
OPEN SESSION

SUBJECT	Older Americans Month Proclamation
DEPARTMENT & PERSON MAKING REQUEST	Texas A&M AgriLife Extension Service Jana Osbourn, CEA-FCS
PHONE # OR EXTENSION #	830-249-9343 ext 361
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming May 2017 as Older Americans Month in Kendall County.
REASON FOR AGENDA ITEM	To acknowledge older adults and the people who serve them as powerful and vital individuals who contribute greatly to the community.
IS THERE DOCUMENTATION	Yes - Proclamation attached
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



A PROCLAMATION

RECOGNIZING MAY 2017 AS OLDER AMERICANS MONTH

Whereas, Kendall County, and the Alamo Area Agency on Aging represents a region of 9,812 Americans age 60 or older who richly contribute to our community; and

Whereas, Kendall County, we acknowledge that what it means "to age" has changed—for the better.

Whereas, Kendall County, is committed to supporting older adults as they take charge of their health, explore new opportunities and activities, and focus on independence; and

Whereas, Kendall County, provide opportunities to enrich the lives of individuals of *all ages* by:

- Involving older adults in the redefinition of aging in our community;
- Promoting home- and community-based services that support independent living;
- Encouraging older adults to speak up for themselves and others; and
- Providing opportunities for older adults to share their experiences.

Now therefore, Kendall County, does hereby proclaim May 2017 to be Older Americans Month. Kendall County urges every resident of the Region to take time during this month to acknowledge older adults and the people who serve them as influential and vital parts of our community.



PASSED AND APPROVED this 8th day of MAY 2017.

Darrel L. Lux
County Judge
Kendall County



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION

SUBJECT	EMS Week
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMS Administrator
PHONE # OR EXTENSION #	830 249-3721 ext. 451
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming May 21 - 27, 2017 as EMS Week for 2017.
REASON FOR AGENDA ITEM	National EMS Week
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	1st responders involved in Health care.
ADDITIONAL INFORMATION	None

2017 EMS Week Proclamation

To designate the Week of May 21 - 27, 2017 as Emergency Medical Services Week

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, prehospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I Darrel L. Lux in recognition of this event do hereby proclaim the week of May 21 - 27, 2017, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, ***EMS Strong: Always in Service***, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Darrel L. Lux, County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/8/2017 OPEN SESSION	
SUBJECT	Soccer Field Lease (County owned property at the intersection of Adler and Staudt Streets, Boerne, Texas)
DEPARTMENT & PERSON MAKING REQUEST	Don Allee, General Counsel Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the lease agreement with the Boerne Soccer League.
REASON FOR AGENDA ITEM	Construction of the new Law Enforcement Center will require use of a part of the County owned property located at the intersection of Adler and Staudt Streets in Boerne. The property is adjacent to the Law Enforcement Center and is currently leased by the County to the Boerne Soccer League. The lease agreement provides that the County can terminate the lease by giving the Soccer League 30 days written notice. Alternatively, the lease may require modification reducing the amount of property subject to use by the Soccer League.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Boerne Soccer League
ADDITIONAL INFORMATION	None

STATE OF TEXAS
KENDALL COUNTY

LEASE AGREEMENT

PARTIES: The parties to this agreement are the owner of the Property, KENDALL COUNTY (Landlord) and the lessee of the Property, BOERNE SOCCER LEAGUE, and (Tenant).

PROPERTY: Landlord leases to Tenant that real property owned by Landlord which lies east of the Boerne Community Center and south of the Kendall County jail located northeast of the intersection of Adler and Staudt streets, Boerne, Kendall County, Texas, consisting of unimproved real property.

TERM: This lease commences on October 1, 2011 (Commencement Date) and ends on September 30, 2012 (Termination Date) unless terminated earlier in accordance with the terms set out herein or automatically extended in accordance with the terms set out herein.

TERMINATION: Tenant understands and agrees that if Landlord decides through its Commissioners Court to construct improvements on the property, use the property for some purpose or dispose of the property, Landlord may terminate this agreement by giving Tenant thirty (30) days written notice.

RENT: Tenant will pay Landlord rent in the amount of Ten and no/100 dollars (\$10.00).

UTILITIES: Tenant will pay all connection fees, service fees and usage fees for utilities to the premises (if any). Tenant will pay for collection of trash and garbage if required.

USE AND OCCUPANCY:

1. **ALLOWABLE USES:** Tenant shall use the premises for the following purposes: Activities associated with the Boerne Soccer League.
2. **PROHIBITIONS:** Tenant may not permit the premises to be used for any activity that is unlawful, offensive, dangerous or that constitutes a nuisance.

ACCESS BY LANDLORD: Landlord or other persons authorized by Landlord may enter the property by reasonable means and at reasonable times to inspect the property and for other lawful purposes.

MAINTENANCE AND UPKEEP OF THE PREMISES:

1. **Tenant's responsibilities:** Tenant shall keep the grounds mowed and in presentable condition. Tenant shall dispose of all trash, garbage and debris resulting from Tenant's occupancy. Tenant

shall take precautions to prevent damages to the premises. Tenant shall be responsible for making any repairs resulting from Tenant's use of the premises. Tenant shall promptly notify Landlord of any needed repairs or maintenance that are the responsibility of Landlord.

2. Landlord's responsibilities: Landlord shall be responsible for any major repairs to the premises, provided that if Landlord, in its sole discretion decides that such repairs are not feasible, Tenant may terminate the lease agreement and vacate the premises.

DEFAULT:

1. Default by Landlord: If Landlord breaches this lease, Tenant shall be entitled to seek any remedy allowed at law.
2. Default by Tenant: If Tenant breaches this lease, Landlord shall be entitled to seek any remedy allowed at law.
3. Attorney's fees and costs: The prevailing party in any litigation brought by either party to this lease against the other party to enforce any provision of this agreement, or to seek any remedy or relief pursuant to this agreement, shall be entitled to collect reasonable and necessary attorney's fees and costs of court from the losing party.

ABANDONMENT: If Tenant remains absent from the premises for thirty (30) days or longer without notifying Landlord or Landlord's agent of the reason for such absence and without maintaining the premises, Landlord shall be entitled to determine that Tenant has abandoned the premises and seek any remedy allowed by law.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign or sublet the premises or any part thereof without Landlord's consent.

INSURANCE: In Tenant's discretion, Tenant may insure any property, including personal property, of Tenant located on the premises and obtain general liability insurance in an amount not less than the limits set forth in the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or successor statute, as applicable to a Texas County. If obtained such liability insurance shall name Landlord as an additional insured.

INDEMNIFICATION: Tenant does hereby agree to indemnify and hold harmless Landlord, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against Landlord, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement or Tenant's use and/or occupancy of the premises or arising from third parties use or presence on the premises during the term of this agreement, it being Tenant's intention to fully indemnify Landlord, its officers, agents and employees from any liability arising from this agreement.

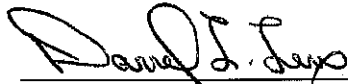
EXTENSION/RENEWAL: The parties may extend this lease agreement for any term of less than twelve (12) months by an agreement in writing approved by the parties and signed by the authorized representative of the parties. Unless either party notifies the other party in writing at least ninety (90) days prior to the end of the then current term of its desire to terminate this lease agreement or to modify the terms of this lease agreement, this lease agreement will be automatically renewed for a period of twelve (12) months.

MISCELLANEOUS PROVISIONS:

1. LAW: The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties concerning the subject of the lease of the premises between the parties. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. BINDING EFFECT: This agreement is binding upon and inures to the benefit of the parties to this lease and to their respective heirs, executors, administrators, and permitted successors and assigns.
4. NOTICES: All notices under this agreement shall be delivered to the respective at the addresses indicated herein or such other addresses that the parties may designate in writing.

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 11th DAY OF October, 2011.

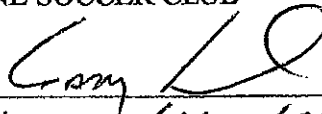
KENDALL COUNTY



DARREL LUX
COUNTY JUDGE PRO TEM

Date: 10-11-11

BOERNE SOCCER CLUB



NAME: Gary Gonzalez
TITLE: President

Date: 10-29-11



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION**

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION

SUBJECT	EMS Building Project
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Precinct 4
PHONE # OR EXTENSION #	210-218-7670
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning Change Request #25 to upgrade kitchen range and vent hood from residential to commercial grade and increase cost by \$38,935.42 and extension of time of 15 days.
REASON FOR AGENDA ITEM	The City of Boerne is requiring EMS Technician Living Area to be classified as commercial and requiring upgrading cooking range and vent to commercial which also involves makeup air fan.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



REQUEST FOR CHANGE ORDER - CR# 25

Pending Status: 0 - Pending

To: Jeff Finck
Kendall County
201 E. San Antonio Street
Boerne, TX 78006
Phone (830) 249-9343
Fax

Date: 5/2/2017
Job name: Kendall County EMS
MJ Boyle Job #: 733-

Subject: Revision Bulletin #4 (R1 hood and range only)

From: Jody Mokry

Contract Documents Reference:
Revision Bulletin #4

Change Request Notes:

Revised 5-2-17 to include only the work related to the commercial range and hood.

This CR includes all items shown in Revision Bulletin #4 except for the items listed in the exclusions below.

Qualifications:

1. Includes roof curbs by Larkin, the hood supplier. Will coordinate installation with ADS Martin.
2. This pricing includes the residential appliances in the quote from Parish Company which may not be the ones specified. Data sheets are included.

Exclusions:

1. New fire hydrant for hood if required (none shown to be added)
2. Any work related to changing the slope of the roof per item #13 in the revision bulletin
3. Foundation extension per item #18 of the revision bulletin. This cost will be by ADS Martin.
4. Credit for P-16 shower per item #27. This credit was in a previous CR.
5. Recessed pull station for ansul system.
6. Work related to roof height increase at tower (will be separate CR)

Item 1 Revision Bulletin #4 SFA - Submitted for approval

Add 15 days	Item 1 Total	38,935.42
Status: Pending	Total Change in Cost	38,935.42

Conditions:

1. We reserve the right to revise or withdraw this quotation if not accepted within 10 days.
2. Estimated additional time required to complete job due to the change is 15 days.
3. We do not include any costs associated with submission of this change to the local building permit office.

Approvals

Owner
Kendall County
201 E. San Antonio Street
Boerne, TX 78006

Architect
LMD Architects, PLLC
32715 US Hwy 281 N.
Bulverde, TX 78163

Contractor
MJ Boyle General Contractor, Inc.
1919 North St. Mary's
San Antonio, TX 78212

BY: _____

BY: _____

BY: Jody Mokry

DATE: _____

DATE: _____

Jody Mokry
Project Manager

COST DETAILS FOR CR# 25

Item #1 Revision Bulletin #4

Phase	Description	CT	Quantity	U/M	Unit Cost	Hours	Cost/Hour	Amount
013105- -	Project Manager	Lab	0.00	WKS	0.00	8.00	35.00	280.00
013107- -	Plan Reproduction	Overh	2.00	EA	75.00	0.00	0.00	150.00
051000- -	Structural Steel	Sub	0.00	LS	0.00	0.00	0.00	2,730.25
113000- -	Residential Equipment(appliance)	Sub	0.00	LS	0.00	0.00	0.00	-5,259.00
114000- -	Food Service Equipment	Lab	0.00	LS	0.00	16.00	18.00	288.00
114000- -	Food Service Equipment	PO sent	0.00	LS	0.00	0.00	0.00	9,729.00
114000- 1-	Commercial hood	PO sent	0.00	LS	0.00	0.00	0.00	6,235.00
220000- -	Plumbing	Sub	0.00	LS	0.00	0.00	0.00	382.00
230000- -	HVAC	Sub	0.00	LS	0.00	0.00	0.00	16,495.13
260000- -	Electrical Subcontract	Sub	0.00	LS	0.00	0.00	0.00	4,943.24
Subtotal Item 1								35,973.62

Recap by cost type

Cost Type	Amount
1 Labor	568.00
5 Purchase agreements	15,964.00
7 Subcontract	19,291.62
12 Job overhead	150.00

Add-ons

101	Builder's risk on cost	0.1556%	60.58
102	BR on time (\$15.56/day)	0.0000%	0.00
105	OCP policy	0.0000%	0.00
110	Subcontract GL insurance	0.1688%	32.56
111	Contract labor GL insurance	3.4925%	0.00
112	Non-Subs GL insurance	0.1688%	0.00
120	Labor burden	52.7100%	299.39
121	Tax on Materials	0.0000%	0.00
122	Tax on Consumables	0.0000%	0.00
123	Tax on Rented Equipment	8.2500%	0.00
124	Tax on Job Overhead items	8.2500%	12.38
201	MJBGCI tech. fee	0.1000%	38.93
202	AGC fees	0.1000%	38.93

Total Direct Cost For Item 1 \$36,456.39

Bond 0.0000% 0.00

Subtotal \$36,456.39

Overhead 0.0000% 0.00

Subtotal \$36,456.39

Fee 6.8000% 2,479.03

Subtotal \$38,935.42

Sales Tax 0.0000% 0.00

Total Item 1 \$38,935.42

Change in days: 15



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION

SUBJECT	Ham radio operators using tower & space at old road and bridge.
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Emergency Management Coordinator - Rodney Vorndam, KARS
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on allowing ham radio operators to use the vacant tower at the old Road & Bridge facility on Staudt Road.
REASON FOR AGENDA ITEM	Per their request, and my need to move from EMS Tower
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Emergency Management, Public, County
ADDITIONAL INFORMATION	With the addition of the Sheriff's Department moving their VHF radio changes to the EMS tower the Ham operators will need to move equipment off the tower to make space and not overload the tower.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION

SUBJECT	Road Material Re-Bid
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 award the Road Material Re-Bid, Bid # 2017.04.
REASON FOR AGENDA ITEM	To award the portion of the Road Material Bid that was not awarded with the original bid March, 27, 2017.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 5/8/2017
OPEN SESSION**

SUBJECT	Emergency response.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for call out for cattle guard repairs.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	Road and Bridge Department, payroll.
ADDITIONAL INFORMATION	None

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: April 2017**

Employee Name	Date	Total Call Out Hrs	Compensated Time
Jason Martinez	4/28/2017	2.0	2.0
Victor Nieto	4/28/2017	2.5	2.5

The above listed employee(s) were called out to: Weld cattle guard on Edge Falls Road

Emergency call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$115.88

Commissioners Court: 05/08/2017