



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Minutes for July 24, 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meeting.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	FY2017 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of amending the FY2017 budget through budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Any department needing a budget adjustment
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 14, 2017

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

COUNTY ENGINEER:

10-402-53330	OPERATING	+	1,800
10-402-55520	SOFTWARE	+	2,600
10-402-54861	CONTRACT SERVICES	-	2,900
10-402-55530	OFFICE FURNITURE	-	1,500

ELECTIONS DEPARTMENT:

10-404-54240	INTERNET SERVICES	+	55
10-404-54200	TELEPHONE	-	55

DISTRICT CLERK:

10-450-53100	OFFICE SUPPLIES	+	1,000
10-450-53110	POSTAGE	+	600
10-450-54270	CONFERENCE/TRAINING	+	5,000
10-450-54620	LEASE - OFFICE EQUIPMENT	+	550
10-450-51045	DEPUTIES	-	7,150

JUSTICE OF THE PEACE PCT.4:

10-458-54861	CONTRACT SERVICES	+	175
10-458-54270	CONFERENCE/TRAINING	-	175

HUMAN RESOURCES:

10-496-53330	OPERATING	+	625
10-496-54270	CONFERENCE/TRAINING	-	625

COURTHOUSE & RELATED BLDGS:

10-510-53330	OPERATING	+	1,000
10-510-53360	UNIFORMS	+	550
10-510-54500	BUILDINGS - REPAIR & MAINT	+	5,000
10-510-54540	VEHICLE - REPAIR & MAINT	-	550
10-510-54861	CONTRACT SERVICES	-	1,000
10-510-55900	OTHER CAPITAL OUTLAY	-	5,000

DETENTION:

10-512-53315	FOOD	+	10,000
10-512-54630	RENT - OTHER EQUIPMENT	+	10
10-512-54523	SOFTWARE MAINTENANCE	-	10,010

EMS:

10-540-53910	MEDICAL SUPPLIES	+	10,000
10-540-54540	VEHICLE - REPAIR & MAINT	+	1,000
10-540-54820	PROPERTY & LIAB INSURANCE	+	8,370
10-540-54075	EMS BILLING COLLECTIONS	-	19,370

CONSTABLE PCT.2:

10-552-53360	UNIFORMS	+	200
10-552-53300	FUEL & OIL	-	200

CONSTABLE PCT.3:

10-553-53100	OFFICE SUPPLIES	+	250
10-553-54240	INTERNET SERVICES	+	50
10-553-54640	LEASE - IPADS	+	12
10-553-53300	FUEL & OIL	-	312

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 14, 2017

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

CONSTABLE PCT.4:

10-554-54540	VEHICLE - REPAIR & MAINT	+	500
10-554-54640	LEASE - IPADS	+	11
10-554-53300	FUEL & OIL	-	511

COUNTY SHERIFF:

10-560-53110	POSTAGE	+	500
10-560-53300	FUEL & OIL	-	500

COUNTY SOLID WASTE:

10-595-53360	UNIFORMS	+	375
10-595-54430	WASTE DISPOSAL - SPANISH PASS	+	20,000
10-595-54431	WASTE DISPOSAL - COMFORT	+	8,400
10-595-52040	WORKERS COMPENSATION	-	375
10-597-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	3,400
10-635-54050	MEDICAL - OTHER	-	25,000

HEALTH INSPECTOR:

10-636-53300	FUEL & OIL	+	450
10-636-54810	DUES	+	100
10-636-53330	OPERATING	-	100
10-636-54270	CONFERENCE/TRAINING	-	450

PARKS DEPARTMENT:

10-660-53300	FUEL & OIL	+	2,500
10-660-53310	CUSTODIAL SUPPLIES	+	1,000
10-660-53330	OPERATING	+	1,000
10-660-53360	UNIFORMS	+	150
10-660-54531	SMALL EQUIP - REPAIR & MAINT	+	445
10-660-54210	CELL PHONES	-	445
10-660-54260	MILEAGE	-	150
10-660-54630	RENT - OTHER EQUIPMENT	-	1,000
10-660-54861	CONTRACT SERVICES	-	3,500

EXTENSION SERVICE:

10-665-54920	HOME AGENT	+	500
10-665-54930	4-H PROGRAMS	+	200
10-665-53300	FUEL & OIL	-	700

ROAD & BRIDGE FUND:

11-620-53330	OPERATING	+	3,000
11-620-54542	FLAT REPAIRS	+	3,000
11-620-54540	VEHICLE - REPAIR & MAINT	-	6,000

COUNTY SHERIFF LEASE FUND:

29-560-54280	TRAINING	+	3,000
29-545-54280	TRAINING	-	3,000

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 14, 2017

**THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE COURTHOUSE SECURITY FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.**

REVENUE:

13-390-46750	FUND BALANCE TO BE EXPENDED	+	22,054
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EXPENSE:

13-510-55900	OTHER CAPITAL OUTLAY	+	22,054
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## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

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



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/14/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Optional Motor Vehicle Fees
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 271
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the 2018 Optional Fees-County Road and Bridge Fee and Child Safety Fee
<b>REASON FOR AGENDA ITEM</b>	Consideration and action on the 2018 Optional Fees-County Road and Bridge Fee and Child Safety Fee
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



July 7, 2017

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2018

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1 with new fees taking effect each year on January 1. This letter and attachments will provide information on how to submit the calendar year 2018 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed \$10;
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed \$1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed \$10 or \$20 for those meeting population requirements under Section (b) and (b-1);
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return to the TxDMV. If your county will keep the same optional fees for calendar year 2018, select OPTION A. If your county will change fees, select OPTION B, and return the form with a copy of the court order.

Deadline: Please return the form on or before Tuesday, August 29, 2017, by email to: **DMV\_OptionalCountyFeeUpdates@TxDMV.gov**, or fax to (512) 465-4116.

If you have any questions, please contact David Pyndus, Registration Services, at (512) 465-4049. Thank you for your timely response.





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Cash Summary June 2017
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary for June 2017
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

# KENDALL COUNTY SUMMARY OF CASH BALANCES

Month ending June 30, 2017

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (Includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 106,463.60	\$ 2,724,538.60	\$ 2,001,032.15	\$ 829,970.05
11-Road & Bridge	\$ 1,823,427.59	\$ 121,200.00	\$ 1,521,907.98	\$ 422,719.61
12-EMS Donations	\$ 3,604.23	\$ -	\$ 139.96	\$ 3,464.27
13-Courthouse Security	\$ 32,590.71	\$ 2,393.58	\$ 65.03	\$ 34,919.26
14-Animal Facility Donations	\$ 69,487.41	\$ 1,165.91	\$ 3,803.50	\$ 66,849.82
15-Lateral Road & Bridge	\$ 31,148.77	\$ -	\$ 140.52	\$ 31,008.25
16-Court Reporter Service	\$ 36,041.35	\$ 740.91	\$ 369.00	\$ 36,413.26
17-Attorney-Hot Check	\$ 9,676.61	\$ 83.82	\$ 504.60	\$ 9,255.83
19-Records Mgmt (County Clerk)	\$ 72,980.05	\$ 8,397.09	\$ 11,045.44	\$ 70,331.70
20-Law Library	\$ 28,654.67	\$ 1,728.69	\$ 1,790.89	\$ 28,592.47
21-Justice Court Technology	\$ 20,461.83	\$ 1,652.09	\$ -	\$ 22,113.92
22-Justice Court Building Security	\$ 25,036.02	\$ 417.03	\$ -	\$ 25,453.05
23-County & District Technology	\$ 12,058.55	\$ 138.77	\$ -	\$ 12,197.32
24-Alternative Dispute Resolution	\$ 892.13	\$ 850.88	\$ -	\$ 1,743.01
25-District Clerk Records Mgmt	\$ 61,413.53	\$ 1,129.57	\$ 9,216.00	\$ 53,327.10
26-County Clerk Rec. Archive Fund	\$ 155,327.28	\$ 8,360.00	\$ 150.49	\$ 163,536.79
27-Vital Statistics Records	\$ 456.00	\$ 53.00	\$ -	\$ 509.00
28-Pre-Trial Intervention	\$ 24,702.00	\$ 1,896.00	\$ -	\$ 26,598.00
29-LEOSE Training	\$ 48,340.06	\$ -	\$ 260.00	\$ 48,080.06
33-Juv Probation-State Grant	\$ 17,680.01	\$ 18,297.00	\$ 15,729.95	\$ 20,247.06
34-Juv Probation Title IV E	\$ 1,455.06	\$ -	\$ -	\$ 1,455.06
35-Juvenile Probation	\$ (129,268.98)	\$ 150.00	\$ 4,558.68	\$ (133,677.66)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ 33,772.30	\$ -	\$ 1,120.00	\$ 32,652.30
43-Fire Inspection & Permit Fund	\$ 92,552.62	\$ 7,275.50	\$ 1,866.90	\$ 97,961.22
50-Crime Victims Grant	\$ (44,527.20)	\$ -	\$ 15,882.32	\$ (60,409.52)
80-Tobacco Settlement	\$ 34,317.74	\$ -	\$ 186.53	\$ 34,131.21
81-Historical Commission	\$ 10,820.22	\$ -	\$ 30.87	\$ 10,789.35
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 229,505.61	\$ 57,226.90	\$ -	\$ 286,732.51

KENDALL COUNTY SUMMARY OF CASH BALANCES  
MONTH ENDING June 30, 2017

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 13,573.52	\$ 359.60	\$ 10,000.00	\$ 3,933.12
63-Series 2013 UnLimited Tax Road Bond	\$ 52,407.78	\$ 9,003.81	\$ 55,000.00	\$ 6,411.59
64-Series 2014 Limited Tax Refunding	\$ 40,794.77	\$ 7,603.37	\$ 42,000.00	\$ 6,398.14
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 71,772.06	\$ 15,995.92	\$ 80,400.00	\$ 7,367.98
71-Herff Road Project	\$ 9,840.11	\$ 1.60	\$ 9,840.11	\$ 1.60
72-Law Enforcement Center Project	\$ 626,480.88	\$ 4.11	\$ 124,424.63	\$ 502,060.36
85-Local S.O. Forfeiture	\$ 15,912.90	\$ 6.47	\$ -	\$ 15,919.37
87-Federal S.O. Forfeiture	\$ 29,883.04	\$ 24,893.08	\$ 353.32	\$ 54,422.80
90-Trust Account	\$ 10,431.80	\$ 4.72	\$ -	\$ 10,436.52
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85

*Corinna Spear*

*8/7/17*



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/14/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Presentation of safety award
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Safety Committee Chairman Larry Boccaccio, TAC Risk Management Consultant
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 509
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of the 2016 Texas Association Of Counties Risk Management Pool Gold Star Safety Award.
<b>REASON FOR AGENDA ITEM</b>	Receiving an award
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	2017 Appraisal Roll Totals
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 270
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Present, discuss, and seek approval of the 2017 Certified Appraisal Roll Totals
<b>REASON FOR AGENDA ITEM</b>	Inform Commissioner's Court, discuss, and request approval of the 2017 Certified Appraisal Rolls
<b>IS THERE DOCUMENTATION</b>	
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Effective and Rollback Tax Rates
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 270
<b>TIME NEEDED FOR PRESENTATION</b>	10 Minutes
<b>WORDING OF AGENDA ITEM</b>	Present, discuss, and approve (if necessary) 2017 Effective and Rollback Tax Rates and notices/publications.
<b>REASON FOR AGENDA ITEM</b>	To inform commissioner's court, present, and discuss the 2017 Effective and Rollback Tax Rates and notices and publications.
<b>IS THERE DOCUMENTATION</b>	
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Camp Bullis Dark Sky Permit
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the form, content, and fee for a permit application pertaining to Kendall County Court Order No. 08-10-2009B. Kendall County Court Order No. 08-10-2009B defines regulation of outdoor lighting in the unincorporated areas of Kendall County, Texas within five miles of the Camp Bullis boundary.
<b>REASON FOR AGENDA ITEM</b>	Accept permit application for use by Development Management
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Precincts 1, 2, 3
<b>ADDITIONAL INFORMATION</b>	None



**CAMP BULLIS DARK SKIES ZONE OUTDOOR LIGHTING PERMIT APPLICATION  
KENDALL COUNTY, TEXAS**

Permit No. \_\_\_\_\_

**1. APPLICANT INFORMATION** (Please print or type)

Applicant Name \_\_\_\_\_  
Applicant Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Property Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_  
Property Owner's Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Application Processing Fee: \$25

**2. LOCATION OF PROPERTY**

Street Address \_\_\_\_\_ Site Zip Code \_\_\_\_\_  
Subdivision \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
(Provide the following if property is not part of a platted subdivision)  
Survey Name \_\_\_\_\_ Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_

**3. DESCRIPTION OF PROPOSED OUTDOOR LIGHTING**

The Applicant hereby acknowledges and agrees to be bound to Commissioners' Court of Kendall County in ensuring that all provisions, conditions and requirements attached to the issuance of the Camp Bullis Dark Skies Zone Outdoor Lighting Permit including, but not limited to:

- 1) All regulated outdoor lighting shall be International Dark-Sky Association (IDA) products installed and maintained according to the manufacturers specifications and/or IDA's specifications with the intent to avoid interference with the night training of Camp Bullis.
- 2) The on-going proper maintenance of any permitted outdoor lighting is a condition of the approved permit.

The permit applicant understands and agrees that the County Engineer, or his authorized agent, may make scheduled or unscheduled inspections of the property upon the issuance of the permit. The applicant acknowledges that the proposed outdoor lighting must be inspected after it is finished. If the permit applicant is a corporation, partnership or other legal entity other than a natural person, then the undersigned acting as the authorized representative of said entity will be responsible for ensuring the entity's compliance with all provisions, conditions and requirements of the outdoor lighting permit.

**KENDALL COUNTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

In no way does Kendall County's issuance of a permit, under this Title, constitute an endorsement or warranty of the Applicant or the quality of the Applicant, Applicant's officer, agent or employee's workmanship.

I, \_\_\_\_\_ the undersigned, have carefully reviewed this application and my answers to all questions. To the best of my knowledge, the answers are all true and correct.

SIGNATURE of Applicant/Agent or Attorney \_\_\_\_\_ Date \_\_\_\_\_

☐ Approved ☐ Denied Reason(s) for denial: \_\_\_\_\_

SIGNATURE of Authorized Agent of Kendall County \_\_\_\_\_ Date \_\_\_\_\_

**When all work has been completed, notify the County Engineer in writing. Mail notices to 201 E. San Antonio Ave. Suite 101 Boerne, Tx 78006 or fax to (830)249-6206**



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief 10254 Johns Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from the platting requirements, and road frontage in accordance to sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create a tract 6.0 acre or larger out of a parent tract +/- 90.18 acre tract. Access to the proposed 6.0 acre or larger tract would be over a 60ft wide easement for roadway purposes to Johns Road. George and Alice Plummer
<b>REASON FOR AGENDA ITEM</b>	Request for Relief 10254 John Road
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #1
<b>ADDITIONAL INFORMATION</b>	No

RECEIVED  
JUL 28 2017  
DEV/MGMT

RECEIVED  
JUL 28 2017  
DEV/MGMT

1. Date 7-24-17
2. Location of Property: 10254 JOHN'S ROAD
3. Name of Development (If Applicable): N/A
4. Property Owner/Developer Name: GEORGE & ALICE PLUMMER
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
RELIEF PER KC RULE 106.1000 FROM 250' OF ROAD FRONTAGE  
TO 60' OF ROAD FRONTAGE. RELIEF WILL ALLOW MY DAUGHTER TO  
BUILD HER RESIDENCE APPROXIMATELY 1/4 MILE BACK INTO THE  
PASTURE.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
IF 250' OF ROAD FRONTAGE IS REQUIRED THE EASEMENT TO THE  
HOUSE SITE WILL TAKE UP ALMOST 9 ACRES VERSUS SLIGHTLY  
OVER 2 ACRES IF 60' IS REQUIRED (SITE IS 1555' FROM JOHN'S RD)
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

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

RELIEF WILL HAVE NO DETRIMENTAL EFFECT ON THE PUBLIC.

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

RELIEF WILL HAVE NO EFFECT ON ANY OTHER PROPERTY.

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George M. Pummer

Signature

GEORGE M. PUMMER

Printed Name

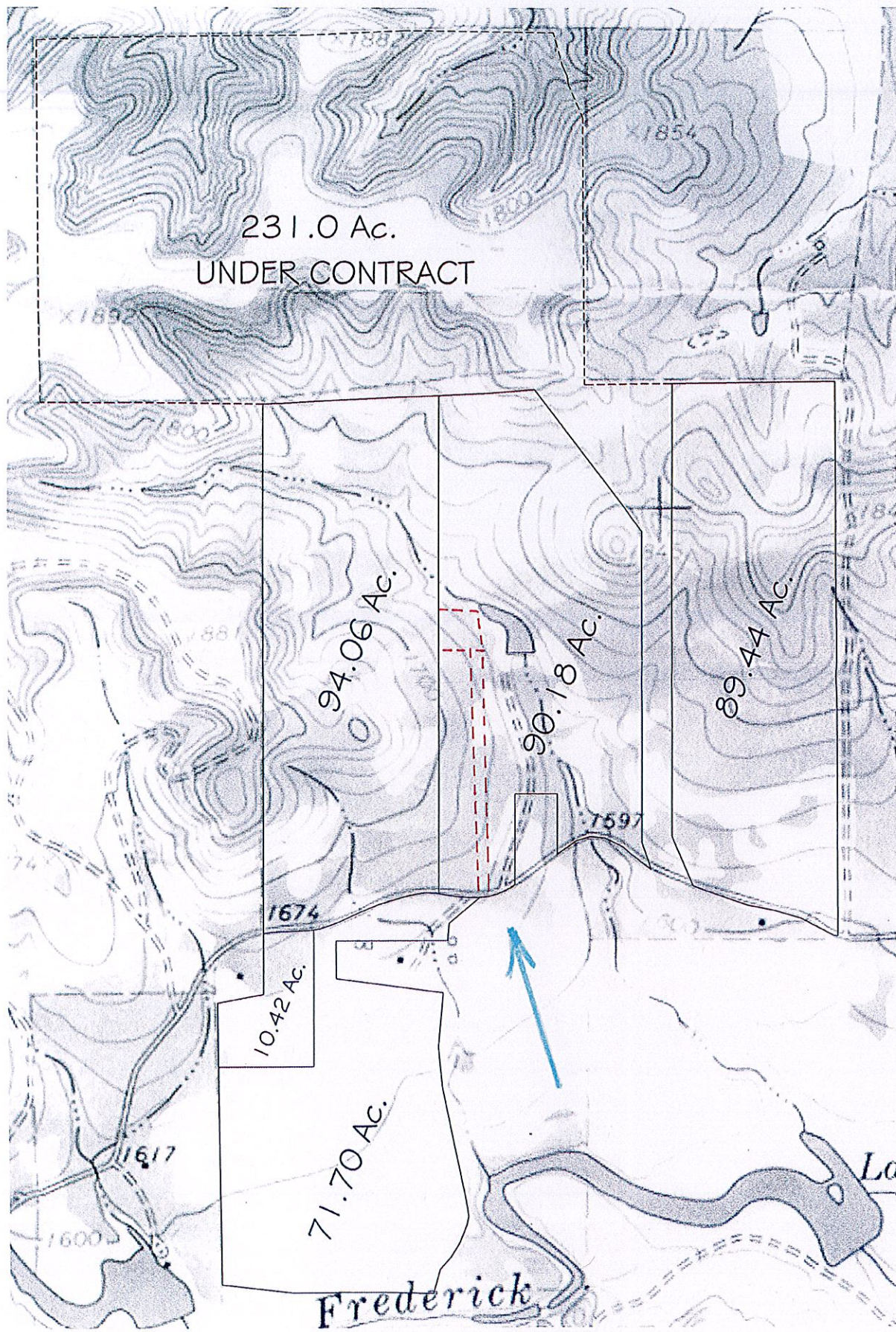
[REDACTED]

Phone Number

7-24-17

Date









## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Market Days use of Courthouse Grounds
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	David Querbach, Market Days Management Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Lease Agreement with Market Days Management to allow the use of the Courthouse grounds for Market Days on October 13-15, 2017.
<b>REASON FOR AGENDA ITEM</b>	To allow Market Days to continue their regularly scheduled event when the City of Boerne Main Plaza is not available.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Boerne Market Days and the public.
<b>ADDITIONAL INFORMATION</b>	Market Days will be allowed to set up on Friday, October 13 no earlier than 6:00 p.m.

**STATE OF TEXAS  
KENDALL COUNTY**

**LEASE AGREEMENT**

**PARTIES:** The parties to this agreement are the owner of the Property, KENDALL COUNTY (hereinafter "COUNTY") and the lessee of the Property, MARKET DAYS MANAGEMENT, (hereinafter "TENANT").

**PROPERTY:** COUNTY leases to TENANT that certain real property identified as the parking areas and grounds around the Courthouse located at 201 East San Antonio, Boerne, Texas (the "Premises").

**TERM:** This lease commences at 6:00 p.m. on October 13, 2017 (Commencement Date) and ends at 6:00 p.m. on October 15, 2017 (Termination Date) unless extended by agreement of the parties.

**TERMINATION:** Either party may terminate this agreement at anytime for cause. Either party may terminate this agreement for any reason by giving the other party at least fifteen (15) days notice of its intent to do so.

**RENT:** TENANT shall pay COUNTY rent in the amount of five hundred and no/100 dollars (\$500.00) (the "rental amount") no later than fourteen (14) days prior to the Commencement Date. The failure of TENANT to timely pay the rental amount shall result in cancellation of this agreement with no further obligation on either party.

**UTILITIES:** TENANT will be permitted to connect into the Courthouse utilities provided that such can be done without damage to the premises, the Courthouse, surrounding areas or the utility system(s); and provided further that any use of utilities by TENANT is minimal and results in minimal or no expense to COUNTY.

**USE AND OCCUPANCY:**

1. **ALLOWABLE USES:** TENANT shall use the premises for the following purposes: Booths and activities for Boerne Market Days. All booths and activities shall be confined to the Courthouse grounds including the paved parking areas on the Courthouse grounds. All vehicular traffic shall be confined to paved areas and pedestrian traffic should be confined to sidewalks and paved areas as much as possible to prevent damage to the Courthouse grounds and vegetation.
2. **PROHIBITIONS:** TENANT may not permit the premises to be used for any activity that is unlawful, offensive, and dangerous or that causes damage to the premises or surrounding areas or that constitutes a nuisance.

**ACCESS BY COUNTY:** This is a non-exclusive lease agreement and COUNTY's officers, agents or employees or other persons authorized by COUNTY may enter the premises at any time for any lawful purposes.

**MAINTENANCE AND UPKEEP OF THE PREMISES:**

TENANT's responsibilities:

1. TENANT shall clean up and dispose of all trash, garbage and debris resulting from TENANT's use of the premises and ensure that all trash, garbage and debris is removed from the premises, including the Courthouse grounds, parking areas, sidewalks and adjacent common areas prior to leaving the premises at the expiration of the lease period.
2. TENANT shall take precautions to prevent damages to the premises. In the event that any damages occur to the premises, the Courthouse, Courthouse grounds or any other structures or property located at 201 East San Antonio, Boerne, Texas during the lease period, TENANT shall be responsible for the cost of repairs which shall be done under the supervision of and to the satisfaction of COUNTY. TENANT shall promptly notify COUNTY of any damages to the premises or surrounding areas.

**ASSIGNMENT AND SUBLETTING:** It is understood that spaces will be sublet by TENANT to third parties for the location of booths and activities for Boerne Market Days. Other than such booths and activities, TENANT shall not assign or sublet the premises or any part thereof without COUNTY's consent.

**INSURANCE:** TENANT shall provide, at TENANT's expense, 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.

**INDEMNIFICATION:** TENANT does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, 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 presence, use and/or occupancy of the premises or surrounding areas, and/or arising from third parties use or presence on the premises or the surrounding areas during the term of this Agreement, it being TENANT's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this Agreement.

**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 persons who execute this agreement on behalf of the parties or by delivering such notices to the address that the parties may designate.

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 14th DAY OF AUGUST 2017.

---

DARREL L. LUX  
COUNTY JUDGE

---

DAVID QUERBACH  
MARKET DAYS MANAGEMENT

Date: \_\_\_\_\_

Address: Kendall County  
201 E. San Antonio Ave #122  
Boerne, TX 78006

Date: \_\_\_\_\_

Address: Market Days Management  
13423 Blanco Rd. #165  
San Antonio, TX 78216





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	HVAC contract for the Ring Mountain Event Center
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Parks Manager
<b>PHONE # OR EXTENSION #</b>	830.537.3470 Ext. 509
<b>TIME NEEDED FOR PRESENTATION</b>	3 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning contract for repair and maintenance of the HVAC System at the Ring Mountain Event Center.
<b>REASON FOR AGENDA ITEM</b>	Change in service
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Parks Department
<b>ADDITIONAL INFORMATION</b>	\$4,350/Yr

# Carrier® Commercial Service HVAC Maintenance Plan Standard



Prepared For:

**KENDALL COUNTY**

For Service At:

**Kendall County Ring Mountain**

July 18, 2017



Over 100 years of innovation

[carrier.com/service](http://carrier.com/service)

Quote #00336816  
KENDALL COUNTY COURTHOUSE



## Carrier® Commercial Service Proposed Maintenance Plan

Kinsey,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

**Service Plan Level:** Carrier Standard

**Agreement Term:** October 01, 2017 through September 30, 2018

**Location Address:**

**Equipment Summary:**

Type	Quantity
Fan Coil Unit	4
Heater	3
Heat Pump	4

## Impact

Research has shown regular maintenance can:

REDUCE  
BREAKDOWNS BY  
**70-75%**

REDUCE  
DOWNTIME BY  
**35-40%**

LOWER REPAIRS &  
MAINTENANCE BY  
**5-20%**

Source FEMP O&M Guide – July 2004

## Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Art Murillo



KENDALL COUNTY COURTHOUSE – MAINTENANCE PLAN  
Quote #00336816



## Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Art Murillo	Service Sales Rep	<a href="mailto:art.murillo@carrier.utc.com">art.murillo@carrier.utc.com</a>
Rikk Kretue	Service Supervisor	<a href="mailto:rikk.kretue@carrier.utc.com">rikk.kretue@carrier.utc.com</a>

## Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

**24/7 Support** – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

**Certified Technicians** – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

**Systems Expertise** – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

**Standard Work Procedures** – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

**Environmental Health and Safety (EH&S)** – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



24/7 SUPPORT & SERVICE  
**1-800-379-6484**  
WWW.CARRIER.COM/COMMERCIAL

KENDALL COUNTY COURTHOUSE – MAINTENANCE PLAN  
Quote #00336816



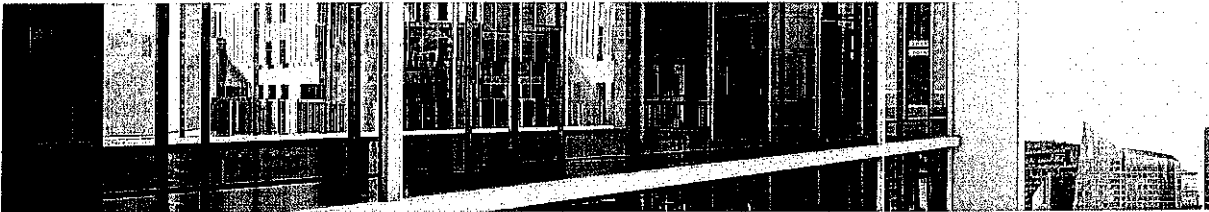
## General Services Included

### Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

### Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.



## Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

**25HPA660A0030030**

Quantity	4
S/N	0611E10884,0611E10884,0811E23365,1811E08057
Location	
Description	Heat Pump, 0-5 tons

Frequency of services	
	<u>Yr1</u>
Operating Inspection	3
Annual PM	1

### Operating Inspection

- Report to customer upon arrival
- Perform job site safety checks
- Review alarm history (if applicable)
- Check gauges and indicator lights
- Confirm operation of pumps and cooling tower
- Check for correct water flow
- Take log readings and evaluate
- Record software version (if applicable)
- Check dehydrator operation
- Check operation controls
- Calibrate controls (if applicable)
- Make equipment adjustments (as required)
- Clean up work station
- Report to customer upon departure and obtain signature

### Annual PM

- Report to customer upon arrival
- Perform job site safety checks
- Lockout and tag-out all circuits
- Check flow switches/devices
- Check pressure transducers
- Calibrate operating controls (as required)



## Detailed Description of Work

- Review and evaluate log readings
- Record software version(s) (if applicable)
- Check gauges and indicator lights
- Check electrical components
- Check and tighten electrical connections
- Check starter wiring and contactors
- Inspect contactors
- Check safety controls
- Run controls test
- Leak check entire unit
- Lubricate equipment as needed
- Replace oil filter (if isolation valves are available)
- Replace oil reclaim filter/strainer (if applicable)
- Lubricate coupling
- Clean up work station
- Report to customer upon departure and obtain signature

## Detailed Description of Work

KFCEH3001F15

Quantity	3
S/N	1411V84784,V84790,V84855
Location	
Description	Heater

	Frequency of services
	<u>Yr1</u>
Operating Inspection	3
Annual PM	1

### Operating Inspection

- Report to customer upon arrival
- Perform job site safety checks
- Review alarm history (if applicable)
- Check gauges and indicator lights
- Confirm operation of pumps and cooling tower
- Check for correct water flow
- Take log readings and evaluate
- Record software version (if applicable)
- Check dehydrator operation
- Check operation controls
- Calibrate controls (if applicable)
- Make equipment adjustments (as required)
- Clean up work station
- Report to customer upon departure and obtain signature

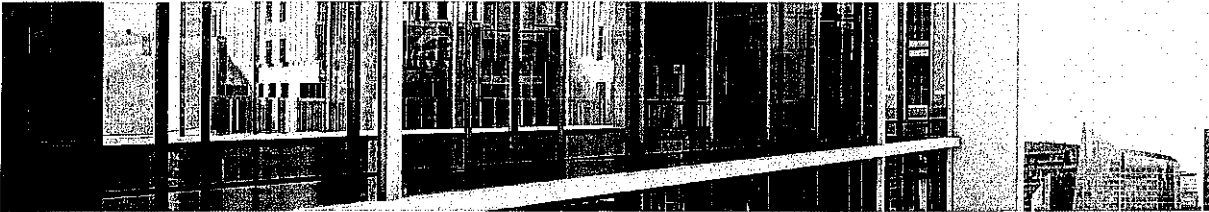
### Annual PM

- Report to customer upon arrival
- Perform job site safety checks
- Lockout and tag-out all circuits
- Review and evaluate log readings
- Check flow switches/devices
- Check pressure transducers
- Calibrate operating controls (as required)
- Run controls test



## Detailed Description of Work

- Record software version(s) (if applicable)
- Check gauges and indicator lights
- Check electrical components
- Check and tighten electrical connections
- Check starter wiring and contactors
- Inspect contactors
- Check safety controls
- Leak check entire unit
- Lubricate equipment as needed
- Replace oil filter (if isolation valves are available)
- Replace oil reclaim filter/strainer (if applicable)
- Lubricate coupling
- Clean up work station
- Report to customer upon departure and obtain signature



## Detailed Description of Work

FE4ANB006T00ABAA

Quantity	4
S/N	0811A87389,0811A87458,1611A88263,3510A85165
Location	
Description	Fan Coil Unit

Frequency of services	
	<u>Yr1</u>
Operating Inspection	3
Annual PM	1

### Operating Inspection

- Report to customer upon arrival
- Perform job site safety checks
- Review alarm history (if applicable)
- Check gauges and indicator lights
- Confirm operation of pumps and cooling tower
- Check for correct water flow
- Take log readings and evaluate
- Record software version (if applicable)
- Check dehydrator operation
- Check operation controls
- Calibrate controls (if applicable)
- Make equipment adjustments (as required)
- Clean up work station
- Report to customer upon departure and obtain signature

### Annual PM

- Report to customer upon arrival
- Perform job site safety checks
- Lockout and tag-out all circuits
- Review and evaluate log readings
- Check flow switches/devices
- Check pressure transducers
- Calibrate operating controls (as required)
- Run controls test

## Detailed Description of Work

- Record software version(s) (if applicable)
- Check gauges and indicator lights
- Check electrical components
- Check and tighten electrical connections
- Check starter wiring and contactors
- Inspect contactors
- Check safety controls
- Leak check entire unit
- Lubricate equipment as needed
- Replace oil filter (if isolation valves are available)
- Replace oil reclaim filter/strainer (if applicable)
- Lubricate coupling
- Clean up work station
- Report to customer upon departure and obtain signature



## Carrier® Service Agreement

Robert Kinsey  
Kendall County Ring Mountain

Quote #: 00336816  
Submitted By: Art Murillo  
Date: 07/18/2017

### Service Plan

**Carrier Standard** as defined in General Services section.

### Agreement Term

This Agreement shall become effective upon 10/01/2017 and shall continue for a **One (1) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement according to the Early Termination Schedule as outlined in the Terms and Conditions section.

### Agreement Price

Total agreement price is for One (1) year(s), payable on quarterly schedule.

Agreement price per quarter: \$1,087.50

Agreement price in year one: \$4,350.00

Total agreement price: \$ 4,350.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

### Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)

Carrier Acceptance (typed/printed name)

Title

Title

Customer Acceptance (signature)

Carrier Acceptance (signature)

Date

Date

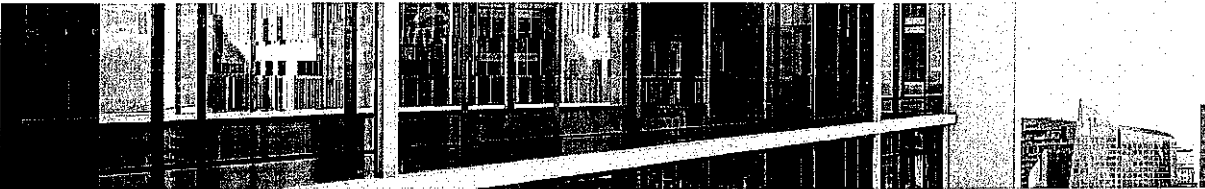
KENDALL COUNTY COURTHOUSE - MAINTENANCE PLAN  
Quote #00336816



## Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.

Quote #00336816  
KENDALL COUNTY COURTHOUSE - MAINTENANCE PLAN



## Carrier® Terms and Conditions

**1. PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

**2. EXTRAS** – Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

**3. RETURNS** – No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** – All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** – Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** – Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** – Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or re-installation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL

OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. ADDITIONAL SERVICE** – Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES (Service Contracts only)** – Customer shall:

Provide safe and reasonable equipment access and a safe work environment.

Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.

Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.

Promptly notify Carrier of any unusual operating conditions.

Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.

Provide adequate water treatment.

Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.

Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance, direct dial and answer capability.

Operate the equipment properly and in accordance with instructions.

Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**11. EXCLUSIONS** – Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other

cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**12.EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**13.PROPRIETARY RIGHTS (Service Contracts only)** – During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**14.WAIVER OF DAMAGES** – Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

**15.LIMITATION OF LIABILITY** – Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

**16.CANCELLATION** – Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**17.CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**18.CARRIER TERMINATION** – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**19.CLAIMS** – Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**20.GOVERNMENT PROCUREMENTS** – The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**21.HAZARDOUS MATERIALS** – Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**22.WASTE DISPOSAL** – Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**23.SUPERSEDEURE, ASSIGNMENT and MODIFICATION** – This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**24.CUSTOMER CONSENT** – Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**25.FOR WORK BEING PERFORMED IN CALIFORNIA** – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors'



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Equal Employment Opportunity Plan
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Bill Ballard, Assistant Criminal District Attorney - Civil
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 303
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and take action concerning Kendall County's Equal Employment Opportunity Plan.
<b>REASON FOR AGENDA ITEM</b>	The Kendall County Policy Manual approved by the Commissioners Court provides that the County is an equal employment opportunity employer. The County has recently been informed that a separate document setting out an equal employment opportunity plan is required for grant purposes.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	All employees and prospective employees
<b>ADDITIONAL INFORMATION</b>	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Comfort WCID #1 Project - TxCDBG 7216251
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action for approval to obtain Bids for the Construction of the Storage Tank for the Texas Community Development Block Grant 7216251, for water system improvements at the Comfort WCID #1.
<b>REASON FOR AGENDA ITEM</b>	To get approval to bid the Construction of the Storage Tank for the project.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Traffic control regulations
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Precinct 4
<b>PHONE # OR EXTENSION #</b>	210-218-7670
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	<p>Consideration and action to schedule a public hearing and publish notice as required by Section 251.152, Transportation Code in order for the Court to consider issuing traffic regulations throughout the county including but not limited to:</p> <ol style="list-style-type: none"><li>1. Ranger Creek Road – lower the speed limit from 55 mph to 45 mph from Lake Boulevard to 0.3 miles west of Lake Boulevard;</li><li>2. North Creek Road – raise speed limit from 30 mph to 45 mph from north of the west bound access road to US Hwy 87;</li><li>3. Grape Creek Road – post speed limit of 35 mph from Gillespie County line to Old No. 9; and</li><li>4. Avenue E and N Front Street – install stop sign on Avenue E @ N Front Street.</li></ol> <p>(Notice must be published not later than the 7th day and not earlier than the 30th day before the date of the hearing.)</p>
<b>REASON FOR AGENDA ITEM</b>	Public Safety
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Citizens within Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Discontinuation of Kendall County maintenance of Herff Road.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Rick Tobolka - County Engineer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and take action on the discontinuation of county maintenance of Herff Road from SH 46 to Old San Antonio Road upon Commissioners Court approval.
<b>REASON FOR AGENDA ITEM</b>	Kendall County constructed this portion of Herff Road. In accordance with a previous agreement, the City of Boerne will now accept the road into its maintenance program.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Discontinuation of Kendall County maintenance of Herff Road.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Rick Tobolka - County Engineer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and take action on the discontinuation of county maintenance of Herff Road from Old San Antonio Road to US 87 (Main Street), effective August 25, 2017.
<b>REASON FOR AGENDA ITEM</b>	Kendall County constructed this portion of Herff Road. In accordance with a previous agreement, the City of Boerne will now accept the road into its maintenance program.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/14/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Early Flood Warning System
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Precinct 4
<b>PHONE # OR EXTENSION #</b>	210-218-7670
<b>TIME NEEDED FOR PRESENTATION</b>	15 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation by USGS Texas Water Science Center regarding the possibility of assisting Kendall and Kerr Counties with the design, implementation and operation of an early flood warning system in the flood prone areas.
<b>REASON FOR AGENDA ITEM</b>	Learn about possibility of early flood warning system.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	General Public
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/14/2017  
OPEN SESSION**

<b>SUBJECT</b>	Adler Road field use by Boerne Youth Football Association
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of the Lease Agreement with the Boerne Youth Football Association allowing use of the Soccer Field on Adler Road on August 14-25, 2017, Monday-Friday from 5:30 p.m. until 8:30 p.m.
<b>REASON FOR AGENDA ITEM</b>	The Boerne Youth Football Association needs a practice field while their regular practice area is unavailable.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Boerne Youth Football Association
<b>ADDITIONAL INFORMATION</b>	The Boerne Soccer Club leases the field from the County all year, but has given their permission for the football association to use the field during the requested dates since they will not be having soccer practice at that time.

STATE OF TEXAS  
KENDALL COUNTY

## LEASE AGREEMENT

**PARTIES:** The parties to this agreement are the owner of the Property, KENDALL COUNTY (COUNTY) and the lessee of the Property, BOERNE YOUTH FOOTBALL ASSOCIATION, (TENANT).

**PROPERTY:** COUNTY leases to TENANT that real property owned by COUNTY which lies east of the Boerne Family YMCA and south of the Kendall County Law Enforcement Center located northeast of the intersection of Adler and Staudt streets, Boerne, Kendall County, Texas, consisting of unimproved real property.

**TERM:** This lease commences on August 14, 2017 at 5:30 p.m. (Commencement Date) and ends on August 25, 2017 at 8:30 p.m. (Termination Date) unless terminated earlier in accordance with the terms set out herein. The use of the property will be limited to Monday through Friday during the hours of 5:30 p.m. to 8:30 p.m.

**TERMINATION:** TENANT understands and agrees that any violation of the terms of this Agreement by TENANT shall result in the immediate termination of the Agreement.

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

**UTILITIES:** TENANT will pay any fees for utilities to the premises required by the conduct of their activities on the premises.

**USE AND OCCUPANCY:**

1. **ALLOWABLE USES:** TENANT shall use the premises for the following purposes: Family fun sports including touch football and soccer.
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 COUNTY:** COUNTY or other persons authorized by COUNTY 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 dispose of all trash, garbage and debris resulting from TENANT'S use of the premises. 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 COUNTY of any damage to the premises.
2. **COUNTY'S responsibilities:** TENANT agrees and acknowledges that COUNTY has no responsibility to maintain the premises. TENANT accepts the premises in their present condition.

ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet the premises or any part thereof. The use of the premises by TENANT is subject to a lease agreement between COUNTY and the Boerne Soccer League. The Boerne Soccer League has agreed to the use of the premises by TENANT during the time set out herein.

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 COUNTY as an additional insured.

INDEMNIFICATION: TENANT does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, 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 COUNTY, its officers, agents and employees from any liability arising from this agreement.

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.

SIGNED AND EFFECTIVE ON THE DATES INDICATED BELOW.

KENDALL COUNTY

BOERNE YOUTH FOOTBALL ASSOCIATION

\_\_\_\_\_  
DARREL L. LUX  
COUNTY JUDGE

\_\_\_\_\_  
TODD BARNES  
PRESIDENT

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Emergency response.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Operations Jean Maxwell; Operations Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 652
<b>TIME NEEDED FOR PRESENTATION</b>	1 Minute
<b>WORDING OF AGENDA ITEM</b>	Discuss and take action to pay an employee for emergency call out time.
<b>REASON FOR AGENDA ITEM</b>	Special Compensation for Placing a Temporary Stop Sign @ Rolling View Dr.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	Operations Department, payroll.
<b>ADDITIONAL INFORMATION</b>	None

**KENDALL COUNTY  
Operations Department**

**EMERGENCY RESPONSE TIME  
Summary: July 2017**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Tobias Bagley	07/22/2017	2.5	2.5

The above listed employee(s) were called out to: Stop sign down at Rolling View Dr.

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

Approximate grand total amount: \$78.00

Commissioners Court: 08/14/2017



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/14/2017  
OPEN SESSION**

<b>SUBJECT</b>	Emergency response.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 656
<b>TIME NEEDED FOR PRESENTATION</b>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
<b>REASON FOR AGENDA ITEM</b>	Special compensation for call out for a tree down on Big Joshua Creek Road.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge Department, payroll.
<b>ADDITIONAL INFORMATION</b>	See enclosed documentation.

**KENDALL COUNTY  
Road & Bridge Department**

**EMERGENCY RESPONSE TIME  
Summary: July 2017**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Alexander Garza	07/23/2017	2.0	2.0
Jose Guerrero	07/30/2017	2.0	2.0
Victor Nieto	07/23/2017	2.0	2.0
Randall Yount	07/30/2017	2.0	2.0

The above listed employee(s) were called out to: Tree down on Big Joshua Creek Rd and Waring/Welfare Rd

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

Approximate grand total amount: \$196.51

Commissioners Court: 08/14/2017



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	2017/18 Agent of Record
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action to name Alamo Insurance Group as Agent of Record for Kendall County's group medical, dental, vision and life.
<b>REASON FOR AGENDA ITEM</b>	Annual Renewal
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	2017/18 Medical Renewal
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action on renewal of Kendall County's group medical coverage for employess and dependents for plan year 10/01/2017 to 9/30/2018.
<b>REASON FOR AGENDA ITEM</b>	Annual Renewal
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	2017/18 Dental Renewal
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action on renewal of Kendall County's group dental coverage for employess and dependents for plan year 10/01/2017 to 9/30/2018.
<b>REASON FOR AGENDA ITEM</b>	Annual Renewal
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/14/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	2017/18 Vision Renewal
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action on renewal of Kendall County's group vision coverage for employess and dependents for plan year 10/01/2017 to 9/30/2018.
<b>REASON FOR AGENDA ITEM</b>	Annual Renewal
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/14/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	2017/18 Life Insurance Renewal
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 601
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action on renewal of Kendall County's life group life insurance coverage for employees and dependents for plan year 10/01/2017 to 09/30/2018
<b>REASON FOR AGENDA ITEM</b>	Annual Renewal
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None