



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
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 approval of the Minutes for October 10, 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: 10/23/2017 OPEN SESSION	
SUBJECT	Presentation of 4-H Gold Star and Silver Star Awards to 4-H Youth
DEPARTMENT & PERSON MAKING REQUEST	Stephen Zoeller, County Extension Agent Hilary Putrite, 4-H program assistant
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Presentation of 4-H Gold Star and Silver Star Awards to 4-H Youth
REASON FOR AGENDA ITEM	To Award the 4-H members for their accomplishments from 2016-2017
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall county 4-H Youth
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION			
SUBJECT	Service awards October 2017		
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer		
PHONE # OR EXTENSION #	830-249-9343 ext 220		
TIME NEEDED FOR PRESENTATION	5 Minutes		
WORDING OF AGENDA ITEM	Joshua Henthorne Sheriff Office 5 Years Mark Bierds Sheriff Office 5 Years Justin Wheeler Road & Bridge 5 Years Kevin Klaerner Sheriff Office 10 Years Kendal Gebauer Sheriff Office 10 Years Jody Pereda Juvenile Prob 15 Years Sharon Barter Audit 15 Years Kenneth Oaster Road & Bridge 15 Years		
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county		
IS THERE DOCUMENTATION	No		
WHO WILL THIS AFFECT?	Countywide		
ADDITIONAL INFORMATION	None		



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Home Care and Hospice Month
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Becky Campbell, Texas Association for Home Care & Hospice
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of November as Home Care and Hospice Month in Kendall County.
REASON FOR AGENDA ITEM	To encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.
IS THERE DOCUMENTATION	The proclamation
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

PROCLAMATION

Home Care and Hospice Month

Whereas, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

Whereas, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

Whereas, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

Whereas, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

Whereas, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

Whereas, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

Whereas, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2017 as "Home Care and Hospice Month" with the theme of "Happiness is Home" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

Now, therefore, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby proclaim November 2017 as

"HOME CARE AND HOSPICE MONTH"

and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

Signed this the 23rd day of October 2017.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
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: 10/23/2017 OPEN SESSION	
SUBJECT	Cash Summary August 2017
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discuss and approve cash summary for August 2017
REASON FOR AGENDA ITEM	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.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES

Month ending August 31, 2017

Funds	Beg Balance	Receipts (Includes Journal Entries and Transfers In)	Disbursements (Includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 1,051,348.91	\$ 2,196,076.41	\$ 1,944,312.08	\$ 1,303,113.24
11-Road & Bridge	\$ 319,070.57	\$ 125,517.38	\$ 117,477.75	\$ 327,110.20
12-EMS Donations	\$ 3,344.31	\$ 10.00	\$ 139.96	\$ 3,214.35
13-Courthouse Security	\$ 37,522.96	\$ 32,622.40	\$ 43,719.28	\$ 26,426.08
14-Animal Facility Donations	\$ 61,032.75	\$ 1,377.95	\$ 821.64	\$ 61,589.06
15-Lateral Road & Bridge	\$ 30,849.12	\$ -	\$ 162.52	\$ 30,686.60
16-Court Reporter Service	\$ 36,803.91	\$ 801.25	\$ 2,613.58	\$ 34,991.58
17-Attorney-Hot Check	\$ 7,927.10	\$ 200.00	\$ 1,690.64	\$ 6,436.46
19-Records Mgmt (County Clerk)	\$ 79,664.96	\$ 9,227.07	\$ 7,913.89	\$ 80,978.14
20-Law Library	\$ 29,003.51	\$ 1,869.66	\$ 131.00	\$ 30,742.17
21-Justice Court Technology	\$ 24,268.74	\$ 1,879.54	\$ -	\$ 26,148.28
22-Justice Court Building Security	\$ 25,992.85	\$ 470.89	\$ -	\$ 26,463.74
23-County & District Technology	\$ 12,382.68	\$ 198.12	\$ -	\$ 12,580.80
24-Alternative Dispute Resolution	\$ -	\$ 891.27	\$ -	\$ 891.27
25-District Clerk Records Mgmt	\$ 54,442.52	\$ 1,074.50	\$ 2,000.22	\$ 53,516.80
26-County Clerk Rec. Archive Fund	\$ 172,896.38	\$ 9,180.00	\$ 174.09	\$ 181,902.29
27-Vital Statistics Records	\$ 556.00	\$ 35.00	\$ -	\$ 591.00
28-Pre-Trial Intervention	\$ 27,333.00	\$ 1,318.00	\$ -	\$ 28,651.00
29-LEOSE Training	\$ 46,814.31	\$ -	\$ 2,423.32	\$ 44,390.99
33-Juv Probation-State Grant	\$ 23,668.38	\$ 0.90	\$ 17,486.72	\$ 6,182.56
34-Juv Probation Title IV E	\$ 1,455.06	\$ 0.06	\$ 14.79	\$ 1,440.33
35-Juvenile Probation	\$ (158,291.50)	\$ 75.00	\$ 18,354.98	\$ (176,571.48)
41-MVDIT Interest	\$ 629.38	\$ 4,438.94	\$ -	\$ 5,068.32
42-Election Services Contract Fund	\$ 65,265.90	\$ -	\$ -	\$ 65,265.90
43-Fire Inspection & Permit Fund	\$ 98,541.22	\$ 1,974.00	\$ -	\$ 100,515.22
50-Crime Victims Grant	\$ (75,392.63)	\$ -	\$ 15,094.57	\$ (90,487.20)
80-Tobacco Settlement	\$ 26,458.76	\$ -	\$ 13,452.98	\$ 13,005.78
81-Historical Commission	\$ 10,789.35	\$ -	\$ -	\$ 10,789.35
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 200,627.85	\$ 61,201.53	\$ -	\$ 261,829.38

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING August 31, 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	\$ 4,068.27	\$ 20,111.66	\$ 22,463.00	\$ 1,716.93
63-Series 2013 UnLimited Tax Road Bond	\$ 9,854.06	\$ 43,039.37	\$ 49,951.50	\$ 2,941.93
64-Series 2014 Limited Tax Refunding	\$ 9,205.39	\$ 14,481.70	\$ 21,430.25	\$ 2,256.84
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 13,056.68	\$ 282,326.66	\$ 293,125.00	\$ 2,258.34
71-Herff Road Project	\$ -	\$ -	\$ -	\$ -
72-Law Enforcement Center Project	\$ 956,914.50	\$ 7.24	\$ 40,616.97	\$ 916,304.77
85-Local S.O. Forfeiture	\$ 8,476.74	\$ 4.67	\$ -	\$ 8,481.41
87-Federal S.O. Forfeiture	\$ 57,136.09	\$ 3,357.41	\$ 2,698.05	\$ 57,795.45
90-Trust Account	\$ 10,442.14	\$ 6.39	\$ -	\$ 10,448.53
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85

Examined and Approved by Auditor's office

Corinna Speer

Date

10/17/17



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
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

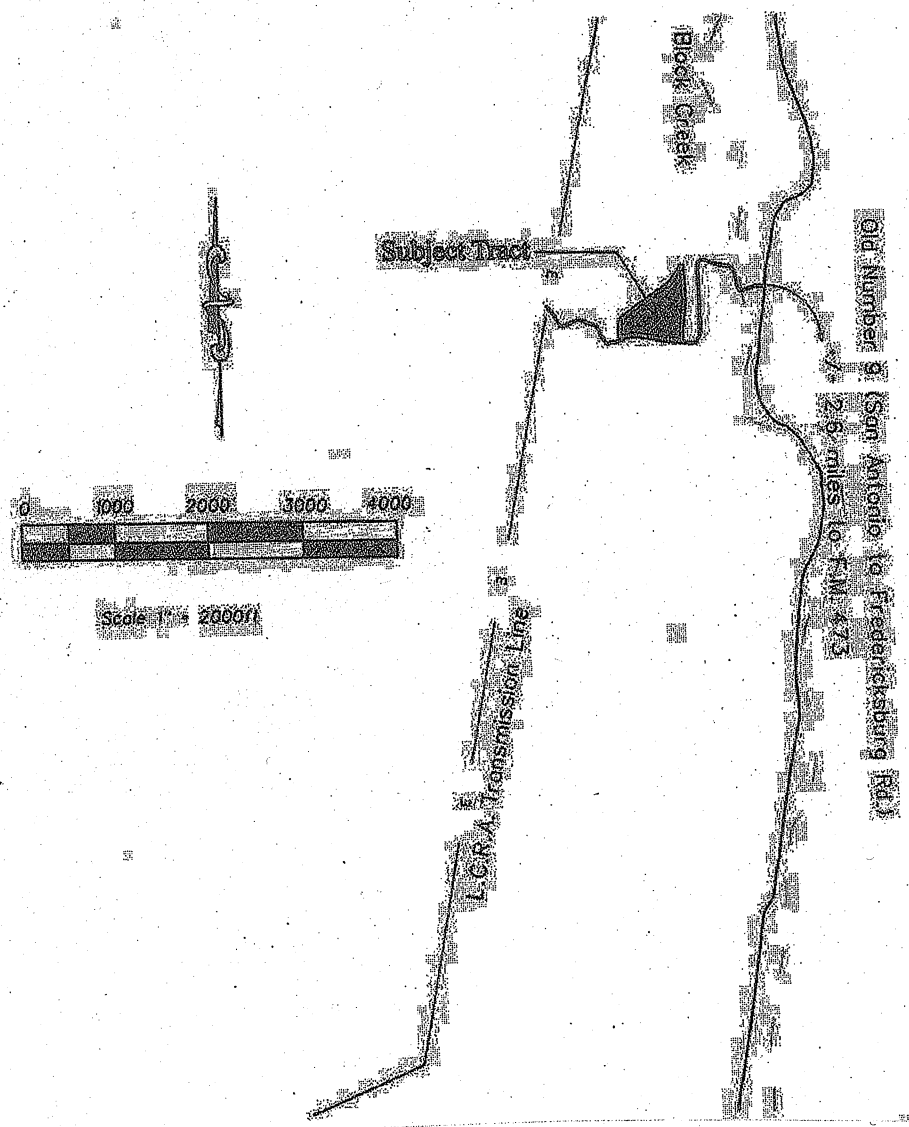


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	Request for Relief - Old #9 Highway
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	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 of 10 acres out of two parent tracts (Tract 1 being 171.8 and Tract 2 being 203.4 acres). Access to the proposed 10 acre tract would be over a 40-foot-wide road easement to Old #9 Highway (Paul & Betty Seidensticker)
REASON FOR AGENDA ITEM	Request for Relief - Old #9 Highway
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

3. Location Map:



Survey Number 15
Jose Amio de la Garza
Abstract Number 177

called 32.985 Acres
 Emily Dele Barth Compeau
 et al
 Russell G. Compeau, Jr.
 Volume 666, Page 342
 Official Records Kendall Co., Texas

Kendall County Road

TRACT III - called 4.509 Acres
 SAVE AND EXCEPT 2.0 Acres
 Real Estate Deed of Trust by
 Paul P. Seidensticker and wife
 Betty J. Seidensticker
 to Neal Cox Johnson, Trustee
 State Director of the Farmers Home
 Administration for the State of Texas
 Volume 379, Pages 286-299
 Official Records Kendall Co., Texas

Center Line of a 40 foot wide Easement for Roadway
 Volume 413, Pages 337-343
 Official Records Kendall Co., Texas

TRACT II - called 203.4 Acres
 Real Estate Deed of Trust by
 Paul P. Seidensticker and wife
 Betty J. Seidensticker
 to Neal Cox Johnson, Trustee
 State Director of the Farmers Home
 Administration for the State of Texas
 Volume 379, Pages 286-299
 Official Records Kendall Co., Texas

Center Line of a 40 foot wide Easement for Roadway
 Volume 413, Pages 337-343
 Official Records Kendall Co., Texas

Survey Number 224
L.M. Lacy
Abstract Number 728

10.00 Acres

TRACT II - called 203.4 Acres
 Real Estate Deed of Trust by
 Paul P. Seidensticker and wife
 Betty J. Seidensticker
 to Neal Cox Johnson, Trustee
 State Director of the Farmers Home
 Administration for the State of Texas
 Volume 379, Pages 286-299
 Official Records Kendall Co., Texas

Survey Number 181
C.C. SD & RGNOR CO.
Abstract Number 622

TRACT I - called 171.8 Acres
 Real Estate Deed of Trust by
 Paul P. Seidensticker and wife
 Betty J. Seidensticker
 to Neal Cox Johnson, Trustee
 State Director of the Farmers Home
 Administration for the State of Texas
 Volume 379, Pages 286-299
 Official Records Kendall Co., Texas

Center Line of a 40 foot wide
 Easement for Roadway
 Volume 413, Pages 337-343
 Official Records Kendall Co., Texas





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Release Letter of Credit #9101450 Cordillera Ranch Unit 301A
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the release of the Irrevocable Letter of Credit #9101450, Cordillera Ranch Unit 301A, for FM 3351 Deceleration Lane in the amount of \$48,107.
REASON FOR AGENDA ITEM	Release Letter of Credit #9101450 Cordillera Ranch Unit 301A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None

23. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the County Auditor to request qualifications of providers to conduct a Comprehensive Classification and Compensation Study.

Motion was made by Commissioner Elkins, seconded by Commissioner Durden, and carried by a vote of 5-0.

7. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the Ring Mountain Event Center rental package options as submitted with the exception of the Gold Package fee for Kendall County residents to be \$1,100 instead of \$1,200 (attached).

Motion was made by Judge Lux, seconded by Commissioner Durden, and carried by a vote of 5-0.

8. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the recommendation regarding the dog park agility equipment (attached).

Motion was made by Commissioner Durden, seconded by Commissioner Bergmann, and carried by a vote of 5-0.

9. No action was taken on lifting the burn ban. It is still on.

10. PUBLIC COMMENTS:

- Bob Reinarz spoke during agenda item #21.

11. (9:27 a.m.) A Public Hearing was held on the application filed by Suzanne Rady Rangel for the proposed revision of the subdivision plat for Shadow Valley Ranch, Unit 3, Lot 30, filed in Volume 1 Page 27 of the plat records of Kendall County Texas for the purpose of creating Lot 30A and Lot 30B out of Lot 30. No one spoke.

12. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the release of letter of credit #8747400 for Cordillera Ranch, Unit 301A, in the amount of \$706,696.00 for construction of streets and drainage structures.

Motion was made by Commissioner Pfeiffer, seconded by Commissioner Durden, and carried by a vote of 5-0.

13. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the release of letter of credit #8747630 for Cordillera Ranch, Unit 301B, in the amount of \$438,661.00 for construction of streets and drainage structures.

Motion was made by Commissioner Pfeiffer, seconded by Commissioner Durden, and carried by a vote of 5-0.

14. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to accept letter of credit #9101450 for Cordillera Ranch, Unit 301A, in the amount of \$48,107.00 for construction of FM 3351 deceleration lane.

Motion was made by Commissioner Pfeiffer, seconded by Commissioner Elkins, and carried by a vote of 5-0.



January 12, 2017

Irrevocable Letter of Credit in the amount of \$48,107.00 Unit 301A, Cordillera Ranch, Kendall County, Texas

Beneficiary:
Kendall County Judge
201 E. San Antonio
Boerne, Tx 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 9101450 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Forty Eight Thousand One Hundred Seven Dollars and Zero Cents (\$48,107.00) expiring 01/12/2018 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR/KWW Partnership, Ltd." has failed to complete certain subdivision improvements consisting of the construction of the FM 3351 Deceleration Lane (the "Improvements") for Unit 301A, Cordillera Ranch within one (1) year from the date of issuance of this Letter of Credit or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 9101450 issued by First Bank and Trust East Texas".
3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at

least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Tx 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904


Codie Jenkins

Senior Vice President

Address of Developer:

CR/KWW Partnership, Ltd.

102-A Cordillera Ridge

Boerne, TX 78006



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Amend Order 96-0550 to delete the requirement for a commissioner's signature
DEPARTMENT & PERSON MAKING REQUEST	ACDA - Ballard
PHONE # OR EXTENSION #	830-249-9343 Ext. 303
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consider and take action on amending Kendall County Order 96-0550, Exhibit A(8) to delete "and the affected property's respective precinct Commissioner as authorized by Commissioner[']s Court."
REASON FOR AGENDA ITEM	Requirement for precinct commissioners signature is unnecessary and not conducive to this streamlined procedure.
IS THERE DOCUMENTATION	Yes - a copy of Order 96-0550 is attached
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

COPY

COMMISSIONERS' COURT ORDER NO. 96-0550

In order to ensure that septic systems and wells (including sanitary easements) can be located, and in order to comply with Federal Emergency Management Act and Texas Water Code requirements governing flood plains, and further to assure that a division of real estate does not come under the requirements of Chapter 232 of the Local Government Code, by order of the Kendall County Commissioners' Court dated the 13th day of May, 1996, it is hereafter ORDERED that:

- 1) From this date forward, all divisions of real estate in Kendall County, outside the limits of an incorporated municipality, will require that an Affidavit of Land Location be filed with the County Clerk, to be recorded in the Official Records of Kendall County, Texas.
- 2) The required affidavit will be sufficient if it locates and identifies accurately the division/divisions of land contemplated, including fee simple frontage on an existing county, public, or public easement road for each such division of land. The affidavit must be approved in accordance with requirements attached hereto as Exhibit "A", and which are incorporated into this order by reference for all purposes.
- 3) This requirement is based upon the authority granted counties as set forth in the following statutes:
 - a) TEX. WATER CODE ANN. § 16.315 - authority granted to counties to take necessary actions to comply with the requirements of National Flood Insurance Program, Title 42, Section 4022, U.S. Code Ann.;
 - b) TEX. REV. CIV. STAT. ANN., art. 4477-7e and TEX. HEALTH & SAFETY CODE ANN. § 368.011 - may adopt standards for on-site sewage disposal (septic tanks);
 - c) TEX. WATER CODE ANN. § 26.032 - authority granted to counties to control private sewage facilities;
 - d) TEX. WATER QUALITY BOARD, Resolution No. 73-R-4, amended 02/26/76, approving Kendall County Commissioners' Court order pertaining to the regulation of private sewage facilities;
 - e) Kendall County Commissioner's Court Order dated December 27, 1974, regarding regulation and permitting of water wells in Kendall County and amendments thereto;
 - f) TEX. REV. CIV. STAT. ANN. art 2351 - general control over all roads, highways, and bridges;
 - g) TEX. REV. CIV. STAT. ANN., art. 6702-1, § 3002 - adopt a system for laying out, draining, and repairing public roads
 - h) TEX. REV. CIV. STAT. ANN., art. 6702-1, § 2.002 - order that public roads be laid out, opened, discontinued, or altered when necessary;
 - i) TEX. REV. CIV. STAT. ANN., art. 6702-1, § 4.302 - may direct condemnation proceedings within municipalities for land necessary to county road system or link to state highway;
 - j) TEX. REV. CIV. STATE. ANN., art. 6702-1, § 3.105 - may authorize any person to make drain along public road for drainage of land;
 - k) TEX. REV. CIV. STAT. ANN., art. 6702-1, § 2.101, et seq. - may provide for construction and maintenance of adequate drainage for public roads;

l) TEX. LOC. GOV'T CODE ANN. § 282.001, et seq., - may adopt and enforce platting and road construction regulations;

m) TEX. REV. CIV. STAT. ANN., arts. 1488, 1488a - may designate where water corporation should place line along right-of-way on county roads;

n) TEX. REV. CIV. STAT. ANN., art. 1486b - may designate where lines should be placed in right-of-way on county roads;

o) TEX. REV. CIV. STAT. ANN., art. 1486b - may designate where lines should be placed in right-of-way on county roads for gas distribution;

p) TEX. REV. CIV. STAT. ANN., art. 4477-9a, § 8.04 - may prohibit refuse or junk accumulating near public highways.

As of the effective date of this order, the Office of Development Management must approve or disapprove an Affidavit of Land Location required to be filed pursuant to this order within three (3) working days of its receipt. An approved affidavit must be filed with the County Clerk's Office within three (3) working days of its approval and prior to the issuance of septic and well permits by the Office of Development Management. Tracts previously divided will not be required to file said affidavit under this Court Order.

Tracts of land divided by will or descent or by courts of competent jurisdiction will not be required to comply with this order (optional).

It is further intended that fence line or boundary adjustments between neighbors will be excluded from this requirement.

The above court order is passed this 13 day of May, 1996.

COMMISSIONERS' COURT OF KENDALL COUNTY, TEXAS


James W. Gooden, County Judge


Charles Goodman, Commissioner Prct. 1


Sue Whitworth, Commissioner Prct. 3


L. M. Holman, Commissioner Prct. 2


Vic King, Commissioner Prct. 4

Exhibit A - Affidavit of Land Location Requirements

Preliminary Determination

An individual wishing to divide a tract of land to lay out streets, alleys, squares, or parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts must have a plat of the division prepared that will be subject to the Kendall County Subdivision Rules and Regulations, pursuant to Chapter 232 of the Local Government Code.

Requirements for Division of Land not covered by Chapter 232 of the Local Government Code

The documents to be approved by the Office of Development Management and subsequently filed within three (3) working days in the Official Records of Kendall County, Texas, must meet the following criteria and will contain the following information:

- 1) The documents must be titled "Affidavit of Land Location" and indicate the property owner as shown on the deed records:
- 2) The affidavit and attendant plat must be documents prepared on 8 1/4 x 14 paper;
- 3) The plat must show property boundaries drawn to scale (with bearings and distances shown for tracts under 100 acres) and be prepared to the largest scale possible to show the entire property. Areas of tracts should be established to the nearest 1/10 acre or less if under 25 acres, or to the nearest acre, or less, for larger tracts. It is not necessary that the parent tract be shown.
- 4) The plat must show the location of existing roads and road name, if named, abutting or within the property to be divided. The type of road needs to be designated (country, public, or public easement road) with statement of maintenance responsibility.
- 5) The plat must show the anticipated or existing location of water well, septic systems, and sanitary easements, if known.
- 6) A second sheet must show a location map which will identify the location of the subject property related to the nearest known points, such as road intersections, high power lines, creeks, etc.
- 7) The second sheet must contain the following statement with originals signatures:

"I (name of owner or agent of record), hereby affirm that this plat is a true and correct copy of the plat prepared by a registered public surveyor or licensed professional engineer, and that it depicts the _____ acre tract to be divided as illustrated, such tract being out of the _____ Survey, Kendall County, Texas.

**Subscribed and sworn to before me this _____ day of _____, 20__.*

Notary Public, State of Texas

- 8) The second sheet must bear an original signature of approval of the duly appointed representative of the Office of Development Management and the affected property's respective precinct Commissioner, as authorized by Commissioners' Court.

CAVEAT:

If the property in question falls within the extra-territorial jurisdiction of any incorporated municipality, approval in addition to this Affidavit of Land Location requirement may be necessary, and should be sought through that entity.

Rev. 11/13/01

KENDALL COUNTY AMENDED ORDER NO. 02-27-2006
(AMENDED 09-24-2007)

AN ORDER GRANTING AN EXEMPTION TO CERTAIN EXISTING
SITUATIONS AND AUTHORIZING THE COUNTY DEVELOPMENT
MANAGER/COUNTY ENGINEER TO APPROVE AMENDED PLATS

WHEREAS, applicable law and the Kendall County Development Rules and Regulations provide that a division or combination of property in a platted subdivision must be accomplished by plat revision or plat amendment; and

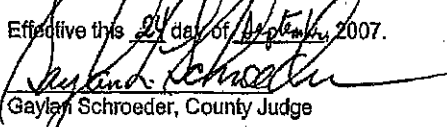
WHEREAS, in the past, deeds have been recorded with the County Clerk's office that affect a division or combination of property in a platted subdivision without amending or revising the plat for the subdivision, resulting in incorrect and inaccurate information being reflected in County records; and

WHEREAS, the Commissioners Court desires to provide an expedited process for approval of plat amendments which merely reflect such existing situations in order to ensure that County records correctly indicate existing situations and to save the citizens of Kendall County unnecessary delay and expense;

NOW THEREFORE, the following ORDER is adopted, effective immediately, concerning existing situations where deeds have been recorded with the County Clerk's office that show a division or combination of property in a platted subdivision without amending or revising the plat:

1. A BLANKET EXEMPTION IS GRANTED TO EXISTING SITUATIONS AS OF FEBRUARY 27, 2006, WHERE DEEDS HAVE BEEN RECORDED WITH THE COUNTY CLERK'S OFFICE THAT SHOW A DIVISION OR COMBINATION OF PROPERTY IN A PLATTED SUBDIVISION WITHOUT AMENDING OR REVISING THE SUBDIVISION PLAT
2. THE DEVELOPMENT MANAGER OF KENDALL COUNTY, AND IN HIS ABSENCE OR UNAVAILABILITY, THE COUNTY ENGINEER OF KENDALL COUNTY ARE AUTHORIZED TO APPROVE PLAT AMENDMENTS AND WAIVE THE PLAT REVIEW FEE CONCERNING EXISTING SITUATIONS WHERE DEEDS HAVE BEEN RECORDED WITH THE COUNTY CLERK'S OFFICE THAT SHOW A DIVISION OR COMBINATION OF PROPERTY IN A PLATTED SUBDIVISION WITHOUT PRIOR COMPLIANCE WITH PLAT REVISION OR PLAT AMENDMENT PROCEDURES.
3. SUCH PLATS SHALL OTHERWISE COMPLY WITH THE REQUIREMENTS CONTAINED IN THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS AND BE RECORDED IN THE PLAT RECORDS OF THE COUNTY CLERK'S OFFICE.
4. PRIOR ORDERS ADOPTED BY THE COURT ON FEBRUARY 27, 2006 AND MARCH 29, 2006 CONCERNING THIS SUBJECT ARE HEREBY REPEALED.

Effective this 24 day of September, 2007.


Gaylen Schroeder, County Judge

Attest: 
Darlene Herrin, County Clerk

COPY



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Purchase vehicles for Parks Department
DEPARTMENT & PERSON MAKING REQUEST	Parks Department, Daniel Vetter, Parks Manager
PHONE # OR EXTENSION #	830.537.3470 Ext. 509
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and action to purchase two vehicles with the funds allocated in the 2017/2018 fiscal year budget.
REASON FOR AGENDA ITEM	To replace one vehicle that has high mileage and purchase another vehicle for the new Crew Leader position.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Parks Department
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Comfort Community Park playground equipment
DEPARTMENT & PERSON MAKING REQUEST	Parks Department, Daniel Vetter, Parks Manager
PHONE # OR EXTENSION #	830.537.3470 Ext. 509
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and action to initiate a purchase order for the Comfort Community Park playground equipment approved by the Commissioner's Court in the 2017/2018 fiscal year budget.
REASON FOR AGENDA ITEM	Request a purchase order for the Comfort Community Park playground equipment.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Comfort Community Park
ADDITIONAL INFORMATION	None



Mike Giehl, Vice President of Sales
Austin San Antonio
South Central Texas
mike@fabplaygrounds.com
512.636.8260

fun abunds, inc.
130 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
10/7/2017	3671

Mitch Evers, Territory Sales Manager
Houston/Southeast Texas
mitch@fabplaygrounds.com

We are pleased to provide this estimate for		Ship to:		
Kendall County		Comfort Park 411 Main St Comfort, TX 78013		
		Rep	Terms	Project
		MG	Due upon receipt...	Comfort Park
Item	Description	Qty	Rate	Total
Burke	BCI Burke Custom Playground; see drawing 125-101369-1		73,312.00	73,312.00
Discount	Move With Us Discount (50% on Nucleus/Intensity equipment)		-31,998.00	-31,998.00
	Subtotal of Features			41,314.00
Installation	Installation (playground, borders, ADA ramp)		19,435.00	19,435.00
EWf 50 or more cubic ya...	EWf - Engineered Wood Fiber; supply and delivery only	190	39.71053	7,545.00
APS ADA HALFRAMP	ADA Half Ramp (for use with 8" or 12" timbers)	1	500.00	500.00
APS-Border12"	12" APS Playground Border with Surfacing Guide and 1 spike	75	40.00	3,000.00
046-0521	Swing/Slide Play Mat 36"X60"X2" For Use at Slide Exits & Under Swings	7	155.00	1,085.00
Freight	Freight (playground equipment, borders, mats)		5,545.00	5,545.00
Thank you for allowing us to submit this proposal.			Subtotal	
PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment. Thank you! We appreciate the opportunity to earn your business!			Sales Tax..	
			Total	

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us.
Thank you!



Mike Giehl, Vice President of Sales
Austin San Antonio
South Central Texas
mike@fabplaygrounds.com
512.636.8260

fun abounds, inc.
130 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
10/7/2017	3671

Mitch Evers, Territory Sales
Manager
Houston/Southeast Texas
mitch@fabplaygrounds.com

We are pleased to provide this estimate for		Ship to:		
Kendall County		Comfort Park 411 Main St Comfort, TX 78013		
		Rep	Terms	Project
		MG	Due upon receipt...	Comfort Park
Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Thank you for allowing us to submit this proposal.			Subtotal	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

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Estimate

Date	Estimate #
10/7/2017	3671

Mitch Evers, Territory Sales
Manager
Houston/Southeast Texas
mitch@fabplaygrounds.com

We are pleased to provide this estimate for		Ship to:		
Kendall County		Comfort Park 411 Main St Comfort, TX 78013		
		Rep	Terms	Project
		MG	Due upon receipt...	Comfort Park
Item	Description	Qty	Rate	Total
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards (Visa and Mastercard only) will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$78,424.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax.. \$0.00

Total \$78,424.00

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us.
Thank you!



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	Consider and take action concerning a service agreement with Carrier for the HVAC system at the courthouse
DEPARTMENT & PERSON MAKING REQUEST	Robert Kinsey, Facilities Manager
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning a service agreement with Carrier for the service and maintenance of the HVAC system at the Kendall County Courthouse. Agreement will run from October 1, 2017 until September 30, 2018.
REASON FOR AGENDA ITEM	Approve a new annual service agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	This service agreement has the same terms and conditions (including pricing) as the expiring service agreement. The agreement covers all maintenance, parts and labor for the 6 air handler units and the chiller located at the Courthouse. It does not cover non-maintainable equipment described on page 11 at #11 "exclusions."



Turn to the Experts.™

Carrier Commercial Service
1901 North Glenville Drive
Suite 702
Richardson, TX 75081
Phone: 972-789-3420
Fax: 860-660-2793

August 28, 2017

Kendall County Courthouse
201 E San Antonio Ave
Boerne, Texas 78006
ATTN: Robert Kinsey

Subject: Carrier Service Agreement Number 059A00409

Dear Mr. Kinsey,

We appreciate you trusting your HVAC service needs to Carrier Commercial Service. We value your business and will do our best to satisfy our most important asset — our customers.

Though we have experienced increases in labor, fuel, and material costs over the past year, we are pleased to inform you that the price of your service agreement will remain the same for the 2015/2016 service period. What follows are the specifics to this agreement.

Period covered: October 1, 2017—September 30, 2018

Price: \$14,000.00

Service Visits: (3) scheduled inspections, (1) annual inspection.

We thank you for your loyalty and will continue to provide you with the highest quality of service. If you have any questions or concerns, please give us a call at 210-495-2600.

Art Murillo

Sales

Carrier Commercial Service

Authorized Customer Acceptance:		Authorized Carrier Acceptance:	
<hr/>		<hr/>	
Printed Name		Printed Name	
<hr/>		<hr/>	
Signature		Signature	
<hr/>		<hr/>	
Date	Purchase Order Number	Date	
<hr/>	<hr/>	<hr/>	



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	Building Lease - JP # 2
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard ACDA
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Consider and take action on the proposed lease for property located at 32828 IH 10. This property houses the JP#2 office.
REASON FOR AGENDA ITEM	The current lease may terminate on November 30, 2017
IS THERE DOCUMENTATION	Yes - the proposed lease
WHO WILL THIS AFFECT?	JP #2
ADDITIONAL INFORMATION	None



TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Lease Addendum for Broker's Fee (TAR-2102)
- ☐ Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TAR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TAR-2106)
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- ☐ _____
- ☐ _____
- ☐ Information About Brokerage Services (TAR-2501)



TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Christine Jacques _____; and

Tenant: Kendall County Court _____

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

- ☒ (1) **Multiple-Tenant Property:** Suite or Unit Number 4 containing approximately 1200 square feet of rentable area in 32828 IH 10 West (project name) at 32828 IH 10 West (address) in Boerne (city), Kendall (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

- ☐ (2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 12 months and _____ days, commencing on:

12/1/2017 (Commencement Date) and ending on

11/30/2018 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
12/1/2017	11/30/2018	/ rsf / month	/ rsf / year	\$825
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
☐ (3) Commercial Lease Addendum for Parking (TAR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before **10th of each month**

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Christine Jacques**

Address: **PO Box 691804**

San Antonio, TX 78269

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ **35** for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ **0** to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$_____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Kendall County Court business
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 7AM to 9PM

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)		<input type="checkbox"/>	<input type="checkbox"/>
(21)		<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.....		<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. **HVAC Service Contract:** If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

Indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

Commercial Lease concerning: **32828 IH 10 San Antonio TX 78006**

health or safety of an ordinary person, except: **none**

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: **Jacques Investment Resources LLC**

Cooperating Broker: _____

Agent: **Christine Jacques**

Agent: _____

Address: **6539 Wagner Way
San Antonio, TX 78256**

Address: _____

Phone & Fax: **210-244-3553**

Phone & Fax: _____

E-mail: **jacquesinvestment@gmail.com**

E-mail: _____

License No.: **509840**

License No.: _____

Principal Broker: (Check only one box)

Cooperating Broker represents Tenant.

☒ represents Landlord only.

☐ represents Tenant only.

☐ is an intermediary between Landlord and Tenant.

B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: (Check only one box).
- ☐ (a) a separate written commission agreement between Principal Broker and:
- ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).
- ☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
- ☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **PO Box 691804, San Antonio, TX 78269**

Address: _____

Commercial Lease concerning: 32828 IH 10 San Antonio TX 78006

Phone: 210-244-3553 Fax: _____
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and a copy to: 32828 IH 10 West #4

Address: San Antonio, TX 78006

Phone: _____ Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Tenant will give Landlord a 60 day certified notice if they plan on vacating the premise.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

Commercial Lease concerning: 32828 IH 10 San Antonio TX 78006

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Christine Jacques

Tenant: Kendall County Court

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Lease of Cow Creek Groundwater Conservation District property for a temporary driveway during construction of the Law Enforcement Center
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard, Assistant CDA
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning Lease of Cow Creek Groundwater Conservation District property for a temporary driveway during construction of the Law Enforcement Center.
REASON FOR AGENDA ITEM	County needs access to LEC property
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	TechShare Program, 2018 Resource Sharing Addendum
DEPARTMENT & PERSON MAKING REQUEST	Nicole Bishop, Criminal District Attorney
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the 2018 TechShare Resource Sharing Addendum to the Master Interlocal Agreement.
REASON FOR AGENDA ITEM	The Kendall County Criminal District Attorney's office utilizes the TechShare program, a criminal case management system, administered by the Texas Conference of Urban Counties. Participants in the program share the costs of the system, lowering the overall cost to Kendall County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

Texas Conference of Urban Counties
TechShare Program
TechShare.Prosecutor
2018 Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Prosecutor (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Implementation: Implementation is defined as the process of putting the software in use in a participating organization, and includes, but is not limited to: planning; data conversion; business process review and modification; configuration; training; and go-live support. Implementation is not covered by this Addendum.
- 2.2. Maintenance: Maintenance is defined as those services provided to maintain TechShare.Prosecutor in good working order, to keep it current with technology evolutions, to modify functionality to meet changes to legal or regulatory requirements, and to enhance functionality as agreed by the Participants as set forth herein.
- 2.3. Master ILA: The Master Interlocal Agreement For Participation in the Urban Counties TechShare Program, Version 2.1 20130128 which was adopted by the Urban Counties Board of Directors on January 28, 2013.
- 2.4. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.5. Participants: Participants is defined as all local governments executing this Addendum and includes both Stakeholders and Subscribers.
- 2.6. Parties: Parties is defined as the Participants and Urban Counties.
- 2.7. Production Version: Production Version is defined as that version of TechShare.Prosecutor that is made available for use by Participants.
- 2.8. Software as a Service or SaaS: a software delivery model in which the software is obtained on a subscription basis.
- 2.9. Stakeholder: a Participant sharing TechShare.Prosecutor that has paid Capital Costs.
- 2.10. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Prosecutor, as provided for in the Master ILA. The voting strength of Stakeholders' representatives serving on the Stakeholder Committee is equal to each respective Stakeholder's Capital Costs.

- 2.11. Subscriber: a Participant sharing TechShare.Prosecutor in the form of Software as a Service.
- 2.12. TechShare.Prosecutor: TechShare.Prosecutor is defined as the full-featured prosecutor intake and case management system, including all versions, to be utilized by the Participants.

3. Term of Addendum

- 3.1. This 2018 Resource Sharing Addendum shall be effective from January 1, 2018 through December 31, 2018.

4. Maintenance of TechShare.Prosecutor

- 4.1. TechShare.Prosecutor will be maintained to comply with, and to identify defects in accordance with, the TechShare.Prosecutor System Support Plan, the current version of which can be found at the URL specified in Attachment A.
 - 4.1.1. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Prosecutor System Support Plan, and any such revised version shall automatically be substituted for the preceding version. In the event of unexpected changes to costs associated with the TechShare.Prosecutor System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.
- 4.2. Maintenance does not include enhancement of functionality of TechShare.Prosecutor unless specific enhancements are included in the Work Plan, Budget and Cost Allocation as approved by the Stakeholder Committee and the Urban Counties Board of Directors.
- 4.3. Urban Counties will provide an issue tracking system in order to support the reporting of issues and defects in the Production Versions of TechShare.Prosecutor.
- 4.4. Urban Counties will develop, publish and maintain an operations guide that will be used to manage issues and defects reported by the Participants.
- 4.5. When reporting issues, Participant will be required to define the severity level as determined by the Participant's tier 1 support team using the following criteria:
 - 4.5.1. Severity Level 1 – Critical, defined as a problem or outage that directly impedes a Participant's ability to carry out essential business functions.
 - 4.5.2. Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant's use of a function, but does not prevent the Participant from carrying out essential business functions. Deemed a high priority item for attention.
 - 4.5.3. Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
- 4.6. With the exception of severity level 1 issues, Urban Counties has the authority to reclassify the severity level of a reported issue and will ensure that all active service requests, including severity levels, are made available for Participants to view through the issue tracking system.
- 4.7. In the case of a severity level 1 issue, Urban Counties may not reclassify the issue without first notifying the Participant, in writing, of the rationale for such a modification and obtaining the written consent of the Participant. If the Urban Counties and the Participant are unable to agree to the reclassification of the item, the process described in Section 4.8, below, must be invoked to resolve the disagreement.
- 4.8. If a Participant disagrees with a severity level or service determination made by Urban Counties, the Participant may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Development Manager and the IT Director of the Participant (or

designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.

- 4.9. If the conference as provided in 4.8. does not resolve a disagreement regarding a severity level or service level determination made by Urban Counties, the Participant may have its Representative contact the Chairman of the Stakeholder Committee for the purpose of appealing the determination.

- 4.9.1. The Chairman of the Stakeholder Committee shall call for a Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the Stakeholder Committee.

- 4.9.2. The decision of the Stakeholder Committee shall be final.

5. 2018 Work Plan, Budget and Cost Allocation

- 5.1. The 2018 Work Plan, Budget, and Cost Allocation is attached as Attachment A.

- 5.2. As additional Participants execute this Addendum, the Board of Directors may approve changes to the budget or cost allocation contained in the 2018 Work Plan, Budget, and Cost Allocation to account for the additional Participants. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan contained in the 2018 Work Plan, Budget, and Cost Allocation that do not require changes to the budget or cost allocation. If approved as set forth herein, the revised version of the 2018 Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment A without the necessity of approval by Participants that are not required to pay more.

- 5.3. Payments for costs set forth in the 2018 Work Plan, Budget, and Cost Allocation are due from each Participant on or before October 31, 2017. Notwithstanding anything to the contrary herein, no payments will be due until proper invoices are submitted to the counties.

- 5.3.1. Costs as set forth in the 2018 Work Plan, Budget, and Cost Allocation for any Participant implementing TechShare.Prosecutor during the term of this Addendum are due no later than 30 days after Go Live for the Participant.

- 5.3.2. Maintenance costs will be prorated for the new Participant in accordance with the date of Go Live.

6. TechShare.Prosecutor Funding Formula

- 6.1. The Stakeholder funding formula for TechShare.Prosecutor shall be based on population.

- 6.1.1. Each Stakeholder's percentage of the Capital Costs of TechShare.Prosecutor shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders. For this calculation of Capital Costs, population figures from the 2010 decennial census will be used.

- 6.1.1.1. Entities that become additional Stakeholders during the term of this Addendum may elect to pay their capital costs in equal annual payments, not exceeding 10 years. Once a term is selected, the Stakeholder may elect to shorten the payment term and make fewer annual payments, but may not elect to extend the payment term.

- 6.1.1.2. A Stakeholder that pays capital costs calculated under section 6.1.1.1. is not eligible for any refund of capital costs as additional entities participate in this Addendum until such time as the Stakeholder's paid capital costs equal or exceed its total capital costs as calculated in accordance with section 6.1.1.

- 6.1.2. Each Stakeholder's percentage of maintenance costs of TechShare.Prosecutor shall be equal to the percentage that the Stakeholder's population represents of the total population of all

Stakeholders. For this calculation, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the effective date of this Addendum, will be used.

6.2. Notwithstanding any provision in the Master ILA requiring payment of Capital Costs, Participants may elect to share TechShare.Prosecutor through a SaaS arrangement.

6.2.1. For TechShare.Prosecutor, Subscriber costs will be determined using the metric of number of prosecutors employed by Participants.

6.2.2. Using the approved metric, a baseline cost per prosecutor shall be calculated as: (a) the sum of anticipated non-capital costs for all Stakeholders for 2018; and (b) divided by the number of prosecutors employed by Stakeholders. Once the baseline cost has been determined, the anticipated costs that are unique for the individual Subscriber (e.g., hosting services) will be added. (Example: Sum of anticipated non-capital costs applicable to all Stakeholders: \$100,000. Metric: Number of prosecutors. Stakeholder prosecutors: 100. Expected costs unique to a SaaS Subscriber: \$50,000. Subscriber prosecutors: 30. Baseline cost per prosecutor for calculation of SaaS Subscriber fee = $\$100,000 \div 100 = \$1,000$ per prosecutor. So the baseline cost + unique costs = $(\$1,000 \times 30) + \$50,000 = \$80,000$.)

6.2.3. Capital recovery costs shall be calculated by dividing the total capital value of TechShare.Prosecutor by its estimated useful life to arrive at an annual capital recovery amount, and then dividing that annual capital recovery amount by the approved metric (i.e., number of prosecutors) as applied to each Texas Participant. Once established, the capital cost recovery component of the fee formula will remain constant, even with the addition of other out-of-state entities. The capital cost recovery calculation is included in Attachment A.

6.2.3.1. For Texas Subscribers, the periodic subscription fee shall be the sum of:

6.2.3.1.1. the baseline cost per prosecutor multiplied by the Subscriber's number of prosecutors; and

6.2.3.1.2. the anticipated unique costs for the Subscriber; and

6.2.3.1.3. 15% of the sum of the amounts in 6.2.3.1.1. and 6.2.3.1.2.

6.2.3.2. For non-Texas Subscribers, the periodic subscription fee shall be the sum of:

6.2.3.2.1. the baseline cost per prosecutor multiplied by the Subscriber's number of prosecutors;

6.2.3.2.2. the anticipated unique costs for the Subscriber; and

6.2.3.2.3. 15% of the sum of the amounts in 6.2.3.2.1. and 6.2.3.2.2; and

6.2.3.2.4. the capital recovery cost per prosecutor multiplied by the Subscriber's number of prosecutors.

6.3. In accordance with the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional Maintenance costs, an amount that in total for all TechShare Resources that the Participant shares equals the amount the Participant would pay in dues if it were a member of Urban Counties.

7. Limitations on Rights of Subscribers

7.1. Subscribers are not eligible for refunds of subscription fees as additional Participants join in sharing TechShare.Prosecutor.

- 7.2. Subscribers may participate in user conferences to prioritize maintenance and "evergreening" activities, but do not serve on the Stakeholder Committee.
- 7.3. Subscribers shall have no right to continued use of TechShare.Prosecutor if they no longer share through this or a successor agreement through TechShare.

8. Access to Source Code

- 8.1. Representatives from each Stakeholder shall be given continuing access to the source code for TechShare.Prosecutor, as well as access to any other software needed to compile and/or build TechShare.Prosecutor, in the source code repository maintained by Urban Counties.

9. Confidentiality and Security of Data

- 9.1. Some of the Information within TechShare.Prosecutor is "criminal history record information" under Chapter 411, Texas Government Code; and 28 C.F.R. Part 20.
- 9.2. Urban Counties has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment B.
- 9.3. Each Party is responsible for ensuring its employees and other persons accessing data within TechShare.Prosecutor are authorized to do so, and will use such data only as is legally permitted.
- 9.4. Participants agree that the following terms and conditions apply to the Participants and their representatives regarding access to the criminal history record information maintained in TechShare.Prosecutor:
 - 9.4.1. Participants and their representatives acknowledge and agree that the purpose of access to the Prosecutor information and data is to perform justice system related functions.
 - 9.4.2. All users of TechShare.Prosecutor may be required, at the time of log-in, to acknowledge (a) the legal restrictions placed on access to and use of information maintained in TechShare.Prosecutor; (b) that use of TechShare.Prosecutor may be monitored, recorded and audited without the knowledge of users; and (c) that unauthorized access to or use of information may result in immediate revocation of a user's access, as well as reporting to appropriate authorities.
 - 9.4.3. Participants understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
 - 9.4.4. Participants shall not access or distribute any information that is deemed confidential under applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
 - 9.4.5. Participants shall safeguard access to TechShare.Prosecutor and shall not provide access capabilities to anyone for any reason, unless authorized by law.

10. Participant Access to Information

- 10.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 10.1.1. the Master ILA and this Addendum;
 - 10.1.2. the work plan, budget, and cost allocation;
 - 10.1.3. list of Participants;
 - 10.1.4. information regarding Stakeholders' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;
 - 10.1.5. contracts with vendors providing goods or services directly for a Participant;

- 10.1.6. the TechShare.Prosecutor System Support Plan;
 - 10.1.7. feature definitions, design documents and other technical plans proposed for consideration;
 - 10.1.8. training manuals and other training material;
 - 10.1.9. records of expenditures; and
 - 10.1.10. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to TechShare.Prosecutor, and meeting minutes.
- 10.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

11. Miscellaneous

- 11.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 11.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 11.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 11.4. In order to maintain a current version of this complete Agreement, whenever Attachment A is revised by automatic substitution, Urban Counties will issue a revised attachment to all Participants.

12. Termination

- 12.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least ninety (90) days prior to termination, with copies of said notice to the other Participants.

13. Attachments Incorporated

- 13.1. The following attachments are incorporated in this Addendum as if fully set forth herein:
 - 13.1.1. Attachment A: Work Plan, Budget and Cost Allocation (for the period of the Addendum);
 - 13.1.2. Attachment B: Criminal Justice Information Services Security Addendum.

14. Approval Necessary for Addendum to be Effective

- 14.1. This Addendum shall not be in effect as to any party until approved by Dallas and Tarrant counties.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[Signature pages to follow]

COUNTY OF KENDALL

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:



TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: General Counsel

Date: 10/6/17

Name and Address for Purposes of Notice:

John Dahill
500 W. 13th Street
Austin, TX 78701

ATTACHMENT A:
2018 WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.PROSECUTOR
RESOURCE SHARING ADDENDUM

Work Plan

Priorities

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Prosecutor (including the LEA and Justice Portals) and TechShare.Defense for the Participants based on the approved System Support Plan related to environment evergreen, defect management and requests received for data within the system. The System Support Plan for each Participant can be found at:

<https://collaborate.cuc.org/display/TSQA/TechShare.Prosecutor+Operations+Services+for+County+Hosted+and+TechShare+Hosted+Applications>

2. Maintenance –applying maintenance as required by statute or rule and/or to keep the system features and functions evergreen by continual enhancement as defined within the Product Backlog. A change control and release testing process will be used to help ensure participating counties can upgrade to new versions on a timely basis. The Product Backlog can be found at:

<https://collaborate.cuc.org/display/TSP/TechShare.Prosecutor+2018+Backlog>

The Product Backlog indicates those listed items which, without any additions to the Backlog or changes in priorities of the Participants, Urban Counties will accomplish during the term of the 2018 Resource Sharing Addendum.

As the Participants approve additional items for development or change priorities, the Technical Committee will approve revisions to the Product Backlog to reflect the additional items and priorities, subject to approval of the Stakeholder Committee. The updated Product Backlog will be posted to the link above.

3. Development – designing, developing and testing two additional software components named as the Bond Desk and the Electronic Disposition Reporting (EDR) modules
4. Demonstration and Implementation Planning of TechShare.Prosecutor and TechShare.Defense –product demonstrations to Texas counties, preparation of budget proposals and implementation planning for potential new participants.

Evergreen



TechShare.Prosecutor and TechShare.Defense will be kept current with the latest version of .NET from Microsoft as new versions become generally available.

TechShare.Prosecutor and TechShare.Defense will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds which address legislatively mandated changes will be deployed and implemented.

Deliverables

1. Change Requests for Software Maintenance

Each Change Request will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Change Requests will be reviewed, approved, and prioritized by the Stakeholder Committee before each Change Request is scheduled for development. Only Change Requests that can be completed within the approved budget will be scheduled for development.

2. Sprint Plans

For each two-week development cycle (Sprint), a Sprint Plan will be prepared to communicate which defect corrections and Change Requests are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software, including, but not limited to, application functionality, configuration, installation and deployment.

4. Maintenance and Operations Support Reports

Periodic reports on performance in comparison with the Service Levels specified in the plan will be provided to the Participants.

Capital Costs, Allocation and Capital Cost Recovery

The total Capital Cost of TechShare.Prosecutor as of January 1, 2018 is \$9,968,806.85.

Each Stakeholder as of October 1, 2017 has contributed to the Capital Costs. The total Capital Cost is allocated among Stakeholders according to the relative population of each Stakeholder to the total population of all Stakeholders. The relative Capital Costs of each Stakeholder is shown on the table below:

Cameron County Balance	Dallas County Balance	Midland County Balance	Tarrant County Balance
\$260,848.31	\$2,910,101.03	\$439,593.46	\$4,961,708.53

Travis County	Potter County	Total Capital Cost
---------------	---------------	--------------------

Balance	Balance	
\$1,120,436.03	\$276,119.49	<u>\$9,968,806.85</u>

The following formula shows the calculation for Capital Cost Recovery as described in Section 6.2.3 of the Addendum for the purpose of determining the annual SaaS fee for out-of-state Subscribers.

(Total Capital Cost / Useful Life of the System) / Number of Stakeholder Prosecutors Supported
= annual Capital Cost Recovery amount per Prosecutor.

$(\$9,968,806.85 / 20 \text{ years}) / (638 \text{ Prosecutors}) = \$ 781.25 \text{ per Prosecutor per 12 months.}$

Operations and Maintenance Budget and Stakeholder Allocation

The Operations and Maintenance Budget for the twelve-month term of this Addendum is shown in the table below.

Note: this budget includes the cost of maintaining and operating the software used by the defense attorneys to access information made available by the counties through TechShare.Prosecutor. The budget also includes the costs of developing the Bond Desk and Electronic Disposition Reporting modules which will commence upon approval of this Addendum by Dallas and Tarrant Counties.

<u>TechShare.Prosecutor</u>		PRO M&O
		<u>2018</u>
Income		
Dallas County	\$	852,105.00
Kendall County	\$	14,185.00
Midland County	\$	53,795.00
Potter County	\$	39,985.00
Tarrant County	\$	667,416.00
Travis County	\$	396,875.00
106th Judicial District	\$	10,639.00
Total Income	\$	2,035,000.00
Expense		
General Class	\$	233,842.00
Program Expenses		
IT Systems	\$	211,700.00
Meetings	\$	10,500.00
Other Expenses	\$	6,000.00
Staffing	\$	1,090,032.00
Travel	\$	19,000.00
Total Program Expenses	\$	1,337,232.00
TechShare Indirect	\$	375,792.00
Association Services Fee	\$	81,400.00
Total Expenses	\$	2,028,266.00
Net Reserve	\$	6,734.00



Cost Allocation and Payment Plan:

The budget for the twelve-month term of the Addendum will be funded through a one payment from each Stakeholder, based on the schedule shown below:

Stakeholder Payment Plan – Payments Due by November 30, 2017	
Stakeholder	Allocation
Dallas County	\$ 852,105.00
Kendall County	\$ 14,185.00
Midland County	\$ 53,795.00
Potter County	\$ 39,985.00
Tarrant County	\$ 667,416.00
Travis County	\$ 396,875.00
Subscriber Payment Plan - Payment Due by January 31, 2018	
106 th District Attorney, c/o Dawson County (SaaS Fee)	\$ 10,639.00
Total	\$ 2,035,000.00

Multi-County District Attorney Jurisdictions

Both Capital Costs and O&M Costs will be allocated per Participant in accordance with method/formula for all other similarly situated Participants (i.e, Stakeholders and Subscribers), unless the commissioners court from every county in a multi-county jurisdiction agrees to split their collective costs in some other manner as between those counties only. A commissioners court resolution, minute order, or other such document evidencing each county's agreement must be provided to Urban Counties before any such other manner of allocation will be recognized.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

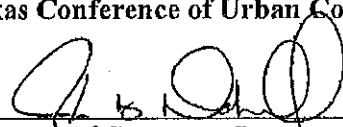
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

Texas Conference of Urban Counties



Signature of Contractor Representative

10-6-17

Date

John B. Dohill, General Counsel

Printed Name and Title



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Inmate Housing Agreement - Blanco County
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving an agreement with Blanco County to house Kendall County inmates.
REASON FOR AGENDA ITEM	In order to remain in compliance with jail standards, Kendall County must have agreements with other counties to house inmates until its jail expansion project is completed.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN BLANCO COUNTY, TEXAS AND KENDALL COUNTY, TEXAS

This INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into effective date of October 10, 2017 ("Effective Date") by and between the COUNTY OF KENDALL, a political subdivision of the State of Texas ("COUNTY"), COUNTY OF BLANCO, a political subdivision of the State of Texas ("CONTRACTOR"). COUNTY and CONTRACTOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the BLANCO County Jail ("Jail");

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Jail operated and managed by CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Jail managed and operated by CONTRACTOR.

ARTICLE II TERM

- 2.01 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on September 30, 2018. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on October 1, 2018 and ending September 30, 2021. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at

least thirty (30) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

- 2.02 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Kendall County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the BLANCO County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party thirty (30) days' written notice prior to such termination.
- 2.03 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate.

ARTICLE III

DESIGNATED REPRESENTATIVES

- 3.01 CONTRACTOR hereby appoints, Don Jackson, Blanco County Sheriff, as its designated representative under this Agreement.
- 3.02 COUNTY hereby appoints Al Auxier, Kendall County Sheriff, as its designated representative under this Agreement.
- 3.03 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV

CONTRACTOR OBLIGATIONS

- 4.01 CONTRACTOR agrees to accept and provide for the secure custody, care, transportation, and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Jail, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, COUNTY understands and agrees that CONTRACTOR will house COUNTY'S inmates provided the Jail has available beds.

- 4.02 CONTRACTOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
- 4.03 CONTRACTOR shall provide adequate jail staffing for COUNTY inmates during confinement in CONTRACTORS custody. Jail staffing shall be in compliance with Jail Standards inmate to officer ratio.
- 4.04 COUNTY agrees that it is responsible for the transportation of inmates of COUNTY to and from the Jail and does include transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from COUNTY for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.06 herein below.
- 4.05 CONTRACTOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:
- (a) CONTRACTOR shall provide routine medical services to inmates of COUNTY in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
 - (b) CONTRACTOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including ambulance transportation or emergency flight if required at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Jail in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with CONTRACTOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to KENDALL

County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non-KENDALL County facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

- 4.06 CONTRACTOR and COUNTY understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.07 CONTRACTOR reserves the right for CONTRACTOR to review the background of inmates sought to be transferred to the Jail, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.
- 4.08 CONTRACTOR further agrees that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.
- 4.09 CONTRACTOR, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable State statutes shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of CONTRACTOR'S performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by CONTRACTOR in the Jail and including the transfer of prisoners to and from the Jail unless transported by COUNTY.

ARTICLE V

PAYMENT FOR SERVICES

- 5.01 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of FORTY FIVE AND 00/100 (\$45.00) for each inmate for each day that detention services are provided from the effective date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Jail. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

- 5.02 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of COUNTY.
- 5.03 CONTRACTOR agrees to issue a monthly invoice to COUNTY addressed to the KENDALL County Auditor: Corinna Speer at 301 San Antonio Street, Suite, Boerne, Texas, 77805; 810-249-9343, with a copy to COUNTY'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement, as well as, the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.
- 5.04 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI

RECORDS

- 6.01 COUNTY agrees to provide CONTRACTOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement, as well as, any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.02 Upon request, CONTRACTOR agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Jail under this Agreement.

- 6.03 The Parties agree that CONTRACTOR shall not be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY.

ARTICLE VII

TEXAS LAW TO APPLY

- 7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in Kendall County, Texas.

ARTICLE VIII

LEGAL CONSTRUCTION

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

ARTICLE IX

AMENDMENTS

- 9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, and CONTRACTOR

ARTICLE X

NOTICES

- 10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to County: Al Auxier, Sheriff
C/O Jail Administrator
6 Staudt St
Boerne, Texas 78006

With copy to: Darrel Lux, County Judge
201 E. San Antonio Avenue
Boerne, Texas 78006

If to CONTRACTOR: Don Jackson, Sheriff
C/O Jail Administrator
PO Box 471
Johnson City, TX 78636

With copy to: Brett Bray, County Judge
PO Box 387
Johnson City, TX 78636

ARTICLE XI ASSIGNMENT

11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

ARTICLE XII COMPLIANCE WITH LAWS AND ORDINANCES

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

ARTICLE XIII PRIOR AGREEMENTS SUPERSEDED

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XIV

MULTIPLE COUNTERPARTS

14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XV
PARTIES BOUND

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 10th DAY OF October, 2017.

COUNTY OF KENDALL

By: _____
Darrel Lux
County Judge

ATTEST:

County Clerk

APPROVED:

By: _____
Al Auxier
Kendall County Sheriff

COUNTY OF BLANCO

By: Brett Bray
Brett Bray
County Judge

ATTEST:

Laura Walla
County Clerk

APPROVED:

By: Don Jackson
Don Jackson
Blanco County Sheriff



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	Donation Form
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 to approve the Kendall County Donation Form to be used by all departments.
REASON FOR AGENDA ITEM	Approve donation form
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None

Kendall County, TX

Donation Form

Pursuant to LGC 81.032, the commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 36, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.

NAME: _____

ADDRESS: _____

PHONE NUMBER: (____) _____

Please check where appropriate:

- ☐ This donation is to be used at the County's discretion
- ☐ This donation is to be used specifically for the following department and/or purpose:

Please check where appropriate:

- ☐ Monetary donation, indicate amount \$ _____
- ☐ Items/Goods, please describe in detail:

FOR OFFICE USE ONLY:

RECEIPT # _____ DATE _____

ACCEPTED BY _____



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of monthly reports for September 2017.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

**FEES OF OFFICE REPORTS
FY 2017**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$2,909.09	\$2,222.73	\$3,025.47	\$52,817.62	\$3,066.96	\$6,404.66	\$4,337.31	\$4,462.91	\$3,056.88	\$3,537.95	\$4,264.09	\$2,686.63	\$92,792.30
Brush Site	\$2,462.00	\$1,276.00	\$2,961.00	\$3,237.00	\$4,603.50	\$5,065.00	\$5,431.50	\$4,928.50	\$4,366.00	\$4,014.00	\$4,284.00	\$4,334.00	\$46,962.50
Constable 1	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580.00
Constable 2	\$120.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$75.00	\$75.00	\$910.00
Constable 3	\$200.00	\$0.00	\$0.00	\$200.00	\$75.00	\$0.00	\$0.00	\$0.00	\$400.00	\$475.00	\$600.00	\$0.00	\$1,950.00
Constable 4	\$0.00	\$0.00	\$0.00	\$200.00	\$75.00	\$0.00	\$600.00	\$75.00	\$75.00	\$223.50	\$150.00	\$200.00	\$1,598.50
County Attorney Fees	\$125.00	\$95.00	\$0.00										\$220.00
Criminal District Attorney				\$25.00	\$65.00	\$114.50	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$224.50
Elections-Public Info Fees	\$15.00	\$0.00	\$22.70	\$5.00	\$15.00	\$26.67	\$5.00	\$24.30	\$10.00	\$68.50	\$20.00	\$15.10	\$227.27
Fire Marshal	\$8,502.00	\$8,556.00	\$10,890.50	\$625.00	\$5,451.50	\$5,123.28	\$10,916.00	\$14,892.99	\$5,689.50	\$1,312.00	\$1,162.00	\$36,933.04	\$110,053.81
Health Inspector	\$475.00	\$1,930.00	\$24,690.00	\$21,380.00	\$925.00	\$1,595.00	\$1,710.00	\$1,035.00	\$1,520.00	\$925.00	\$1,325.00	\$1,110.00	\$58,620.00
Parks	\$1,160.00	\$3,700.00	\$400.00	\$2,850.00	\$3,990.00	\$1,440.00	\$2,600.00	\$450.00	\$3,730.00	\$260.00	\$1,090.00	\$6,150.00	\$27,820.00
Recycling	\$0.00	\$1,894.09	\$0.00	\$2,079.93	\$0.00	\$2,584.72	\$0.00	\$2,421.48	\$2,773.72	\$0.00	\$2,929.38	\$0.00	\$14,683.32
Sheriff's Office	\$715.00	\$1,750.00	\$216.00	\$2,340.00	\$1,290.00	\$1,068.45	\$835.50	\$893.00	\$668.00	\$606.00	\$1,186.98	\$945.00	\$12,513.93
Solid Waste-Boerne	\$10,930.50	\$10,468.00	\$11,335.50	\$11,243.00	\$9,893.50	\$13,854.00	\$12,392.00	\$12,007.25	\$11,872.00	\$12,088.00	\$9,980.00	\$10,592.00	\$136,655.75
Solid Waste-Comfort	\$458.00	\$473.00	\$399.00	\$603.00	\$477.00	\$519.00	\$545.00	\$526.00	\$417.00	\$496.00	\$442.00	\$460.00	\$5,815.00
Treasurer	\$0.00	\$0.00	\$193.60	\$30.00	\$0.00	\$10.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.60
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Clk-Fees of Ofc	\$40,760.31	\$51,348.88	\$44,218.57	\$45,474.33	\$43,406.90	\$47,963.82	\$48,202.43	\$46,443.83	\$46,927.29	\$45,817.25	\$45,808.03	\$37,794.30	\$544,165.94
County Clk-Criminal	\$16,618.80	\$6,363.00	\$6,170.20	\$10,404.38	\$13,077.62	\$10,714.38	\$14,842.62	\$6,786.00	\$6,945.00	\$5,430.00	\$7,934.00	\$5,259.00	\$110,545.00
County Clk-Prob Fees	\$3,599.00	\$2,010.00	\$1,712.00	\$2,758.00	\$3,052.00	\$3,410.00	\$2,697.00	\$1,722.00	\$2,192.00	\$3,102.00	\$3,067.00	\$2,859.00	\$32,180.00
Development Mgt.	\$7,203.00	\$8,023.00	\$7,285.00	\$13,220.00	\$8,551.00	\$8,620.00	\$8,688.00	\$8,694.00	\$7,561.00	\$7,440.00	\$8,391.00	\$13,057.00	\$106,733.00
District Clerk-Civil	\$13,809.54	\$15,104.80	\$10,363.48	\$13,707.58	\$16,442.30	\$16,186.88	\$14,997.60	\$16,508.63	\$19,821.15	\$17,724.65	\$13,999.92	\$11,832.75	\$180,499.28
District Clerk-Criminal	\$1,644.43	\$1,573.85	\$5,292.28	\$2,720.21	\$2,889.53	\$4,529.52	\$3,842.58	\$2,295.50	\$4,011.66	\$2,938.69	\$2,885.39	\$6,171.10	\$40,794.74
JP 1	\$8,705.58	\$7,223.00	\$6,269.90	\$11,425.47	\$19,292.34	\$19,709.61	\$12,783.91	\$15,601.88	\$22,963.13	\$17,075.24	\$18,136.17	\$11,507.65	\$170,693.88
JP 2	\$5,024.13	\$5,459.09	\$2,407.78	\$7,923.83	\$6,407.34	\$9,834.06	\$8,909.32	\$9,908.77	\$11,078.52	\$9,384.43	\$15,424.90	\$5,976.23	\$97,738.40
JP 3	\$8,097.17	\$5,216.27	\$4,979.40	\$7,425.16	\$11,228.17	\$12,837.98	\$8,774.95	\$15,570.19	\$24,684.67	\$22,830.74	\$17,838.06	\$10,221.25	\$149,704.01
JP 4	\$22,694.53	\$20,655.81	\$20,216.53	\$25,019.84	\$32,801.42	\$42,512.73	\$29,006.12	\$33,328.58	\$36,456.82	\$37,343.66	\$38,971.30	\$30,205.83	\$369,213.17
Tax Assessor	\$92,196.86	\$84,952.84	\$91,837.70	\$367,211.36	\$147,468.37	\$522,846.81	\$1,132,050.18	\$105,916.47	\$116,294.94	\$100,693.09			\$2,761,468.62
TOTAL	\$248,424.94	\$240,535.36	\$254,886.61	\$605,245.71	\$334,544.45	\$737,231.07	\$1,324,192.02	\$304,492.28	\$333,714.28	\$293,985.70			\$5,075,601.52
<i>FY '16 Totals for Comparison</i>	<i>\$237,022.25</i>	<i>\$200,091.25</i>	<i>\$236,892.36</i>	<i>\$522,959.28</i>	<i>\$317,729.98</i>	<i>\$271,215.71</i>	<i>\$1,558,461.66</i>	<i>\$252,949.73</i>	<i>\$266,640.61</i>	<i>\$242,460.40</i>	<i>\$291,284.89</i>	<i>\$266,032.51</i>	<i>\$4,663,740.63</i>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

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



Kendall County Road & Bridge Monthly Report September 2017

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
Brush						
COUGHRAN RD	21		Tree Removal	Remove dead tree.	RD-2342-17	9/21/17
JOHNS RD		@ 0.70 miles.	Brush Removal	Cut up and chip fallen limb on island.	RD-2254-17	9/6/17
Contractor Work						
JOHNS RD		@ 3.00 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2160-17	9/1/17
JOHNS RD		@ 1.80 to 2.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2287-17	9/15/17
Equipment						
SCENIC LOOP RD		@ 0.80 miles.	Equipment Staging	Haul equipment back to yard.	RD-2272-17	9/12/17
Maintenance						
SCENIC LOOP RD		@ 0.80 miles.	Ditch Maintenance	Water grass.	RD-2233-17	9/5/17
SCENIC LOOP RD	42		Ditch Maintenance	Water sides of road where grass was planted.	RD-2327-17	9/20/17
UPPER BALCONES RD		@ 3.60 miles.	Road Surface	Fixed shoulder drop off.	RD-2237-17	9/5/17
Miscellaneous						
N MAIN ST	1275	Boerne EMS	Receive Material	Exchange A/C ducts for ballards.	RD-2378-17	9/21/17
Paving and Prep						
BALCONES RD WEST		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2300-17	9/19/17
DEER LAKE DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2303-17	9/19/17
DEER VIEW DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2302-17	9/19/17
DODGE RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2299-17	9/19/17
JOHNS RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2318-17	9/20/17
JOHNS RD			Road Surface	Check lenghts and widths of roads just paved.	RD-2383-17	9/28/17
OAK VIEW DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2298-17	9/19/17
UPPER BALCONES RD		Various locations.	Road Surface	Follow paving crew inspecting chip seal.	RD-2296-17	9/19/17
UPPER BALCONES RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2301-17	9/19/17
VARIOUS RD			Road Surface	Check lenghts and widths of roads just paved.	RD-2379-17	9/27/17
Total WO's For Pct 1 19						

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Contractor Work						
KREUTZBERG RD		@ Ridge Place, #329, 435.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2240-17	9/8/17
Equipment						
AMMANN RD		@ HWY 46 E	Equipment Staging	Pick up equipment @ Kreutzberg Rd haul to Ammann Rd.	RD-2355-17	9/21/17
CHARGER BLVD	202	Brush Site.	Equipment Staging	Haul equipment back to yard.	RD-2267-17	9/7/17
Mowing						
AMMANN RD		@ 0.00 to 3.76 miles.	Mowing	Mow right of way both sides.	RDM-1351-17	9/25/17
DON DR		@ 0.00 to 0.18 miles.	Mowing	Mow right of way both sides.	RDM-1315-17	9/5/17
ENCHANTED LN		@ 0.00 to 0.34 miles.	Mowing	Mow right of way both sides.	RDM-1316-17	9/5/17
GUTHRIE RD		@ 0.00 to 0.80 miles.	Mowing	Mow right of way both sides.	RDM-1326-17	9/7/17
JOE KLAR RD		@ 0.00 to 1.16 miles.	Mowing	Mow right of way both sides.	RDM-1319-17	9/6/17
LOS INDIOS RANCH RD		@ 0.00 to 0.58 miles.	Mowing	Mow right of way both sides.	RDM-1313-17	9/5/17
LOS INDIOS RD		@ 0.00 to 0.44 miles.	Mowing	Mow right of way both sides.	RDM-1314-17	9/5/17
OLD CURRY CREEK RD		@ 0.00 to 0.26 miles.	Mowing	Mow right of way both sides.	RDM-1320-17	9/6/17
PLEASANT VALLEY SUBDIVISION		@ 0.00 to 5.55 miles.	Mowing	Mow right of way both sides.	RDM-1317-17	9/5/17
SKYLIGHT TRL		@ 0.00 to 0.50 miles.	Mowing	Mow right of way both sides.	RDM-1312-17	9/5/17
STONE WALL DR		@ 0.00 to 0.22 miles.	Mowing	Mow right of way both sides.	RDM-1318-17	9/6/17
Non Road and Bridge						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 8.25 Hours.	RD-2315-17	9/19/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 9.25 Hours.	RD-2316-17	9/20/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding Brush. 5.25 hours.	RD-2360-17	9/25/17
CHARGER BLVD	202	Brush Site.	Assist other Agency	Repair drainage problem at entrance.	RD-2371-17	9/27/17
Paving and Prep						
HILLVIEW LP		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2309-17	9/18/17
MOUNTAINTOP TRL		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2310-17	9/18/17
OAK HILLS LN		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2308-17	9/18/17
OAKRIDGE DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2312-17	9/18/17
PRADO XING		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2307-17	9/18/17
RANCH DR		@ 0.10 to 0.30 miles.	Road Surface	Level up.	RD-2239-17	9/5/17
RANCH DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2297-17	9/19/17
RIDGE CRST		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2311-17	9/18/17
SILENT SPG		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2306-17	9/18/17
SPRING CREEK RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2305-17	9/18/17
SPRING CREEK RD		Various locations.	Road Surface	Follow paving crew inspecting chip seal.	RD-2304-17	9/18/17
VARIOUS RD			Road Surface	Check lenghts and widths of roads just paved.	RD-2380-17	9/27/17

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total WO's For Pct		2	30			

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Contractor Work						
ARTHUR ST		@ Fm 473.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2290-17	9/18/17
EDGE FALLS RD		@ 8.86 to 8.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2352-17	9/25/17
OLD BLANCO RD		@ 5.50 to 4.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2289-17	9/18/17
OLD BLANCO RD		@ 4.00 to 3.50 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2288-17	9/19/17
OLD BLANCO RD		@ 3.50 to 0.50 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2348-17	9/20/17
OLD BLANCO RD		@ 0.50 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2349-17	9/21/17
SATTLER RD		@ 0.00 to 0.50 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2350-17	9/21/17
Equipment						
ACKER RD		@ 3.2 miles.	Equipment Staging	Haul equipment to job site.	RD-2268-17	9/7/17
ACKER RD		@ 3.20 miles.	Equipment Breakdown	Equipment breakdown.	RD-2273-17	9/12/17
N WALNUT WAY	210		Equipment Staging	Haul equipment back to yard.	RD-2266-17	9/7/17
Maintenance						
FM 3351 N	1133	Kendalia Road and Bridge.	Clean Facility	Clean shop and barricades.	RD-2377-17	9/27/17
FM 3351 N	1133	Kendalia R&B.	Yard Maintenance	Clean shop.	RD-2389-17	9/28/17
N WALNUT WAY	210		Ditch Maintenance	Clean ditch line out.	RD-2265-17	9/6/17
OLD BLANCO RD		@ 0.00 to 5.5 miles.	Roadway Inspection	Check road for seal coat.	RD-2372-17	9/27/17
Miscellaneous						
ACKER RD		@ 3.2 miles.	Receive Material	Waiting on asphalt delivery.	RD-2313-17	9/19/17
WENGENROTH RD		@ 0.00 to 3.60 miles.	Data Collection	Measure Wengenroth.	RD-2365-17	9/25/17
Mowing						
ACKER RD		@ 0.00 to 2.40 miles.	Mowing	Mow right of way both sides.	RDM-1334-17	9/13/17
ACKER RD		@ 4.30 to 5.70 miles.	Mowing	Mow right of way both sides.	RDM-1350-17	9/25/17
ARTHUR ST		@ 0.00 to 0.32 miles.	Mowing	Mow right of way both sides.	RDM-1339-17	9/18/17
CRABAPPLE RD		@ 0.00 to 4.60 miles.	Mowing	Mow right of way both sides.	RDM-1342-17	9/18/17
DESERT GOLD		@ 0.00 to 0.31 miles.	Mowing	Mow right of way both sides.	RDM-1324-17	9/7/17
EDGE FALLS RD		@ 0.00 to 2.40 miles.	Mowing	Mow right of way both sides.	RDM-1333-17	9/13/17
EDGE FALLS RD		@ 7.00 to 7.50 miles.	Mowing	Mow right of way both sides.	RDM-1337-17	9/14/17
EDGE FALLS RD		@ 2.40 to 7.00 miles.	Mowing	Mow right of way both sides.	RDM-1335-17	9/14/17
EDGE FALLS RD		@ 8.00 to 8.80 miles.	Mowing	Mow right of way both sides.	RDM-1338-17	9/18/17
EDGE FALLS RD		@ 4.50 to 8.86 miles.	Mowing	Mow right of way both sides.	RDM-1343-17	9/19/17
JONES ST		@ 0.00 to 0.07 miles.	Mowing	Mow right of way both sides.	RDM-1341-17	9/18/17
KENDALL WOODS SUBDIVISION		@ 0.00 to 2.50 miles.	Mowing	Mow right of way both sides.	RDM-1321-17	9/6/17
KENDALL WOODS SUBDIVISION		@ 0.00 to 1.72 miles.	Mowing	Mow right of way both sides.	RDM-1322-17	9/7/17
LUX RANCH RD		@ 0.00 to 0.17 miles.	Mowing	Mow right of way both sides.	RDM-1346-17	9/20/17

Route	Address	Location	Activity	Details	W.O. No	Date
Mowing						
MARTIN ST		@ 0.00 to 0.23 miles.	Mowing	Mow right of way both sides.	RDM-1340-17	9/18/17
NORTH BARCROFT SUBDIVISION		@ 0.00 to 7.09 miles.	Mowing	Mow right of way both sides.	RDM-1328-17	9/11/17
NORTH BARCROFT SUBDIVISION		@ 0.00 to 2.02 miles.	Mowing	Mow right of way both sides.	RDM-1329-17	9/12/17
OLD BLANCO RD		@ 2.00 to 5.50 miles.	Mowing	Mow right of way both sides.	RDM-1344-17	9/19/17
OLD BLANCO RD		@ 2.10 to 0.00 miles.	Mowing	Mow right of way both sides.	RDM-1345-17	9/20/17
RANCH CIRCLE DR		@ 0.00 to 1.80 miles.	Mowing	Mow right of way both sides.	RDM-1347-17	9/20/17
RODALYN DR		@ 0.00 to 1.40 miles.	Mowing	Mow right of way both sides.	RDM-1325-17	9/7/17
SAGE OAKS TRL		@ 0.00 to 0.46 miles.	Mowing	Mow right of way both sides.	RDM-1327-17	9/11/17
SATTLER RD		@ 0.00 to 0.40 miles.	Mowing	Mow right of way both sides.	RDM-1348-17	9/20/17
SATTLER RD		@ 0.40 to 3.80 miles.	Mowing	Mow right of way both sides.	RDM-1349-17	9/21/17
SILVER HILLS DR		@ 0.00 to 0.10 miles.	Mowing	Mow right of way both sides.	RDM-1323-17	9/7/17
THE CROSSING SUBDIVISION		@ 0.00 to 4.44 miles.	Mowing	Mow right of way both sides.	RDM-1331-17	9/12/17
THE CROSSING SUBDIVISION		@ 0.00 to 3.46 miles.	Mowing	Mow right of way both sides.	RDM-1332-17	9/13/17
WENGENROTH RD		@ 0.00 to 3.68 miles.	Mowing	Mow right of way both sides.	RDM-1336-17	9/14/17
WHITE WATER RD		@ 0.00 to 0.18 miles.	Mowing	Mow right of way both sides.	RDM-1330-17	9/12/17
New Construction						
ACKER RD		@ 2.70 to 3.60 miles.	Work Base	Work base.	RD-2234-17	9/5/17
ACKER RD		@ 2.90 to 3.60 miles.	Work Base	Work base.	RD-2243-17	9/6/17
ACKER RD		@ 2.60 to 3.50 miles.	Work Base	Work Base.	RD-2256-17	9/7/17
ACKER RD		@ 2.6 to 3.8 miles.	Work Base	Work Base.	RD-2263-17	9/11/17
ACKER RD		@ 3.20 to 3.70 miles.	Work Base	Work base.	RD-2271-17	9/12/17
ACKER RD		@ 2.60 to 3.80 miles.	Work Base	Work base.	RD-2276-17	9/13/17
ACKER RD		@ 2.50 to 3.80 miles.	Work Base	Work base.	RD-2279-17	9/14/17
ACKER RD		@ 2.90 to 3.50 miles.	Work Base	Work base.	RD-2291-17	9/18/17
ACKER RD		@ 2.8-3.5 miles.	Work Base	Work swell, lay asphalt.	RD-2314-17	9/19/17
ACKER RD		@ 2.6-3.5 miles.	Work Base	Lay hot lay asphalt, cut out driveway, mark road.	RD-2326-17	9/20/17
ACKER RD		@ 2.60 to 3.70 miles.	Priming	Shoot AEP oil and burn road off.	RD-2353-17	9/21/17
ACKER RD		@ 2.60 to 3.70 miles.	Priming	Mark road, prime road.	RD-2359-17	9/25/17
Non Road and Bridge						
EDGE FALLS RD		@ 1.6 miles.	Assist other Agency	Pick up 6 trash bags from river clean up.	RD-2285-17	9/18/17
STAUDT ST	6	Sheriffs Department.	Assist other Agency	Remove tree.	RD-2388-17	9/28/17
Paving and Prep						
ACKER RD		@ 3.90 to 5.70 miles.	Road Surface	Patch shoulder.	RD-2361-17	9/25/17
EDGE FALLS RD		@ 0.00 to 1.60 miles. West side.	Road Surface	Level up and edge work.	RD-2363-17	9/25/17
OLD BLANCO RD	319		Road Surface	Level up.	RD-2343-17	9/21/17
OLD BLANCO RD		@ 0.10 to 0.20 miles.	Road Surface	Level up.	RD-2344-17	9/21/17

Route	Address	Location	Activity	Details	W.O. No	Date
Paving and Prep						
OLD BLANCO RD	215		Road Surface	Level up.	RD-2345-17	9/21/17
OLD BLANCO RD		@ FM 473.	Road Surface	Pick up blade @ Waring, haul to Old Blanco Rd.	RD-2357-17	9/21/17
SATTLER RD		@ FM 473.	Road Surface	Pick up blade @ Old Blanco Rd, haul to Sattler Rd.	RD-2358-17	9/21/17
SATTLER RD		@ 0.10 to 3.20 miles. West side.	Road Surface	Level up.	RD-2362-17	9/25/17
Total WO's For Pct 3		67				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Brush						
CONNALLY WAY		@ 0.00 to 0.07 miles.	Brush Removal	Cut brush along Right-of-Way.	RD-2364-17	9/26/17
OAK VALLEY DR		@ 0.00 to 0.26 miles.	Brush Removal	Cut brush.	RD-2386-17	9/28/17
ZOELLER LN		@ 0.40 miles.	Tree Removal	Remove tree from road.	RD-2255-17	9/6/17
Contractor Work						
UPPER SISTERDALE RD		@ 4.13 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2351-17	9/22/17
ZOELLER LN		@ 4.38 to 3.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2241-17	9/11/17
ZOELLER LN		@ 3.00 to 1.75 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2242-17	9/12/17
ZOELLER LN		@ 1.75 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2286-17	9/14/17
County Road and Bridge						
OLD COMFORT RD		Junction Texas @ DPS.	Training	CDL driving test in Junction.	RD-2387-17	9/28/17
Equipment						
OLD COMFORT RD	3	Road and Bridge.	Equipment Staging	Pick up #38 from Shooting Club Road.	RD-2260-17	9/7/17
OLD COMFORT RD	3		Equipment Staging	Pick up equipment @ Waring and haul to shop.	RD-2354-17	9/21/17
OLD COMFORT RD	3	Road and Bridge.	Equipment Staging	Haul mowing tractors from Acker Rd to Shop.	RD-2382-17	9/28/17
WARING WELFARE RD		@ 1.8 miles.	Equipment Staging	Haul #26 blade to job site.	RD-2236-17	9/5/17
WARING WELFARE RD		@ 2.0 miles.	Equipment Staging	Pick up from Shooting Club Road	RD-2258-17	9/7/17
WARING WELFARE RD		@ 5.88 miles.	Equipment Breakdown	Take rental backhoe to Thomas Equipment.	RD-2281-17	9/14/17
Flood Related						
VARIOUS RD			Barricades	Pick up barricades at three locations.	RD-2270-17	9/11/17
Maintenance						
OLD COMFORT RD	3	Road and Bridge.	Equipment Cleaning	Clean herbicide truck tanks out.	RD-2252-17	9/6/17
OLD COMFORT RD	3	Road and Bridge.	Equipment Cleaning	Clean herbicide tanks and lines.	RD-2261-17	9/7/17
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Yard Maintenance.	RD-2369-17	9/26/17
OLD COMFORT RD	3	Road and Bridge.	Equipment Cleaning	Clean equipment and organize yard.	RD-2370-17	9/26/17
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Organize lean-to and yard maintenance.	RD-2376-17	9/27/17
SHOOTING CLUB RD	5	@ FM 1376.	Mailbox or Driveway	Haul rollers 173, 85, from Ranch Drive.	RD-2245-17	9/6/17
SHOOTING CLUB RD	5	@ FM 1376.	Mailbox or Driveway	Haul #38 backhoe to job site.	RD-2246-17	9/6/17
SHOOTING CLUB RD	5		Mailbox or Driveway	Build mailbox approach.	RD-2248-17	9/6/17
SHOOTING CLUB RD	5	@ FM 1376.	Mailbox or Driveway	Haul rollers 173, 85, from Ranch to Shooting Club.	RD-2244-17	9/6/17
SHOOTING CLUB RD	39		Mailbox or Driveway	Build mailbox approach.	RD-2249-17	9/6/17
SHOOTING CLUB RD	41		Mailbox or Driveway	Build mailbox approach.	RD-2250-17	9/6/17
SHOOTING CLUB RD	4		Mailbox or Driveway	Build mailbox approach.	RD-2259-17	9/7/17
VARIOUS RD			Roadway Inspection	Check roads for storm damage or debris. 10 Rds.	RD-2373-17	9/27/17
WALNUT GROVE NORTH		@ 0.97 miles.	Road Surface	Level pot hole area with #2 base.	RD-2356-17	9/21/17

Route	Address	Location	Activity	Details	W.O. No	Date
Miscellaneous						
OLD COMFORT RD	3		Receive Material	Pick up AC duct/ballards from EMS.	RD-2280-17	9/14/17
Non Road and Bridge						
SPANISH PASS RD	44	Solid Waste and Recycle.	Haul Recycle	Haul Recycle to San Marcos.	RD-2235-17	9/5/17
West FM 473	224	Comfort VFD.	Assist other Agency	Clear brush along fence line.	RD-2251-17	9/6/17
West FM 473	224	Comfort VFD.	Assist other Agency	Clear brush along fence line.	RD-2257-17	9/7/17
Paving and Prep						
AGARITA CIR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2319-17	9/20/17
AVENUE E		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2339-17	9/21/17
AVENUE F		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2340-17	9/21/17
E WARING RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2336-17	9/21/17
FM 1621		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2338-17	9/21/17
FREDERICKSBURG RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2333-17	9/21/17
JUNIPER LN		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2321-17	9/20/17
MAJESTIC OAKS DR		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2324-17	9/20/17
MAJESTIC OAKS DR		Various locations.	Road Surface	Follow paving crew inspecting chip seal.	RD-2317-17	9/20/17
MANNING RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2334-17	9/21/17
MANNING ST		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2335-17	9/21/17
MESQUITE TRAIL		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2320-17	9/20/17
MULBERRY LN		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2322-17	9/20/17
N FRONT ST		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2331-17	9/21/17
PECAN PKWY		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2323-17	9/20/17
POEHNERT RD	22		Road Surface	Repair soft spot.	RD-2278-17	9/13/17
POEHNERT RD		@ 0.30 to 0.50 miles.	Road Surface	Level up.	RD-2283-17	9/14/17
POEHNERT RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2329-17	9/21/17
S FRONT ST		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2332-17	9/21/17
UPPER SISTERDALE RD		@ 0.00 to 3.30 miles.	Road Surface	Level up edge of road..	RD-2346-17	9/21/17
VARIOUS RD			Road Surface	Check lenghts and widths of roads just paved.	RD-2381-17	9/27/17
WARING RD		Various locations.	Road Surface	Follow paving crew inspecting chip seal.	RD-2328-17	9/21/17
WARING RD	7	WVFD	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2341-17	9/21/17
WARING RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2337-17	9/21/17
WARING WELFARE RD		@ 1.00 to 1.70 miles.	Road Surface	Scrape edge of road.	RD-2238-17	9/5/17
WARING WELFARE RD		@ 1.70 to 1.75 miles.	Road Surface	Scrape edge of road.	RD-2253-17	9/6/17
WARING WELFARE RD		@ Poehnert Road.	Road Surface	Pick up rental backhoe @ Thomas Rental.	RD-2247-17	9/6/17
WARING WELFARE RD		@ 1.75 to 2.2 miles.	Road Surface	Scrape edge of road.	RD-2262-17	9/7/17
WARING WELFARE RD		@ 0.00 to 0.20 miles.	Road Surface	Level up.	RD-2264-17	9/11/17
WARING WELFARE RD		@ 2.10 to 3.10 miles.	Road Surface	Scrape edge of road.	RD-2269-17	9/11/17
WARING WELFARE RD		@ 0.80 to 1.30 miles.	Road Surface	Level up.	RD-2274-17	9/12/17

Route	Address	Location	Activity	Details	W.O. No	Date
Paving and Prep						
WARING WELFARE RD		@ 3.10 to 4.60 miles.	Road Surface	Scrape edge of road.	RD-2275-17	9/12/17
WARING WELFARE RD		@ 1.80 to 2.50 miles.	Road Surface	Level up.	RD-2277-17	9/13/17
WARING WELFARE RD		@ 3.00 to 3.70 miles.	Road Surface	Level up.	RD-2284-17	9/14/17
WARING WELFARE RD		@ 4.60 to 5.88 miles.	Road Surface	Scrape edge of road.	RD-2282-17	9/14/17
WARING WELFARE RD		@ 3.40 to 3.80 miles.	Road Surface	Level up.	RD-2292-17	9/18/17
WARING WELFARE RD		@ 3.40 to 3.80 miles.	Road Surface	Level up.	RD-2294-17	9/19/17
WARING WELFARE RD		@ 3.60 to 5.60 miles.	Road Surface	Level up.	RD-2295-17	9/20/17
WARING WELFARE RD		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2330-17	9/21/17
ZOELLER LN		Complete Road.	Seal Coat 1 Course	Single course seal coat grade 4 rock.	RD-2325-17	9/20/17
ZOELLER LN			Road Surface	Check lenghts and widths of roads just paved.	RD-2384-17	9/28/17
Striping						
HEIN RD		@ 0.30 miles.	Striping	Stripe with contractor on new concrete.	RD-2347-17	9/21/17
Traffic Related						
UPPER CIBOLO CREEK RD		@ 2.4 miles.	Traffic Management	Fill barricades with water.	RD-2293-17	9/19/17
Training						
OLD COMFORT RD	3	Road and Bridge.	Training	Cdl driver training.	RD-2366-17	9/26/17
OLD COMFORT RD	3	Road and Bridge.	Training	Haul truck training, keep trailer in your lane	RD-2367-17	9/26/17
OLD COMFORT RD	3	Road and Bridge.	Training	Back up procedure training.	RD-2368-17	9/26/17
OLD COMFORT RD	3	Road and Bridge.	Various Activities	SOP training.	RD-2375-17	9/27/17
OLD COMFORT RD	3	Road and Bridge.	Various Activities	CDL Driving training.	RD-2374-17	9/27/17
OLD COMFORT RD	3		Various Activities	Skid loader and attachments training.	RD-2385-17	9/28/17
Total WO's For Pct 4 82						

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders		198				



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017
OPEN SESSION

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



Kendall County Operations Monthly Report

September-2017

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
Signs						
BLUE DIAMOND	192	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1663-17	9/11/17
DODGE RD		@ 0.25 miles.	Remove	Remove & relocate Hidden entrance 45 Mph.	SI-1651-17	9/7/17
DODGE RD		@ 0.02 miles.	Install	Remove dogs at large and install 40 mph sign.	SI-1647-17	9/7/17
DODGE RD		@ 0.22 miles.	Remove	Remove 45 Mph speed limit sign.	SI-1649-17	9/7/17
DODGE RD		@ 0.22 miles.	Install	Install Rt.Turn/15 Mph sign.	SI-1650-17	9/7/17
DODGE RD		@ 0.70 miles.	Remove	Remove Hidden Ent, install Curve Blocks View.	SI-1654-17	9/7/17
DODGE RD		From 0.05 to 0.04 miles.	Relocate	Relocate, replace Rt, Rev Turn, install dog sign.	SI-1648-17	9/7/17
DODGE RD		@ 0.40 miles.	Remove	Remove Hidden Ent install Lt. Turn/15 Mph sign.	SI-1653-17	9/7/17
DODGE RD		@ 0.35 miles.	Remove	Remove Lt. Turn/15 Mph signs.	SI-1652-17	9/7/17
DOESKIN DR		@ 0.50 miles.	Install	Relocate 35 Mph Speed Limit to telephone pole.	SI-1706-17	9/28/17
HANNAH LN	179	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1686-17	9/18/17
JOHNS RD		@ 2.80 miles.	Replace	Replace 15 Mph Advisory sign.	SI-1677-17	9/12/17
JOHNS RD		@ 3.00 miles.	Replace	Replace Winding Road sign and support.	SI-1676-17	9/12/17
JOHNS RD		@ 0.78 to 1.6 miles.	Data Collection	Sign inventory Map	SI-1685-17	9/18/17
RANGER CREEK RD		@ 1.81 miles.	Replace	Replace 55 Mph with 45 Mph sign.	SI-1702-17	9/25/17
RANGER CREEK RD		From 1.81 to 2.10 miles.	Relocate	Relocate Speed Limit/Reduce Speed Ahead signs.	SI-1703-17	9/25/17
THUNDER VALLEY RD		Fabricate at shop.	Fabricate	Fabricate Street Name sign.	SI-1674-17	9/12/17
THUNDER VALLEY RD		@ 0.01 miles.	Install	Install Street Name sign.	SI-1675-17	9/12/17
WHITWORTH RD		@ 0.75 miles.	Replace	Replace 35 Mph Speed Limit sign and support.	SI-1655-17	9/7/17
Total WO's For Pct 1		19				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Signs						
OLD FREDERICKSBURG RD		@ 1.25 miles.	Repair	Repair sign support.	SI-1632-17	9/5/17
RUST LN		Fabricate @ Shop.	Fabricate	Fabricate Street Name.	SI-1667-17	9/12/17
RUST LN		@ 0.01 miles.	Install	Install Street Name and Stop sign.	SI-1668-17	9/12/17
WINDVIEW DR	215	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1689-17	9/18/17
Total WO's For Pct 2 4						

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Signs						
BREEZE WAY	331	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1704-17	9/25/17
CONCHO ST	519	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1688-17	9/18/17
CRABAPPLE RD	2479	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1665-17	9/11/17
EDGE FALLS RD		Fabricate @ Shop.	Fabricate	Fabricate Street Name.	SI-1666-17	9/11/17
EDGE FALLS RD		@ 0.01 miles.	Install	Install Street Name sign.	SI-1673-17	9/12/17
FAWN VALLEY DR	221	Fabricated at shop.	Fabricate	Fabricate Mental Health Parking signs.	SI-1707-17	9/26/17
FAWN VALLEY DR	221	Fabricated at shop.	Fabricate	Fabricate Election& Court Parking signs.	SI-1708-17	9/27/17
FM 1376	9363	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1687-17	9/18/17
OAK FOREST DR	201	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1683-17	9/14/17
OLD BLANCO RD		@ 4.30 miles.	Replace	Repair support and replace RMF sign.	SI-1692-17	9/20/17
OLD BLANCO RD		@ 3.20 miles..	Replace	Install Object Marker reflector kit.	SI-1691-17	9/20/17
REMINGTON DR	315	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1629-17	9/5/17
RIVER RANCH RD	121	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1664-17	9/11/17
SANSOM RD		@ 2.20 miles.	Repair	Install new sign clamps on Loose Livestock sign.	SI-1643-17	9/6/17
SEVEN SISTERS DR		@ 0.55 miles.	Install	Install Object Markers.	SI-1642-17	9/6/17
SILVER HILLS DR	1084	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1684-17	9/7/17
SISTERDALE LINDENDALE RD		@ 1.8 miles.	Replace	Replace Object marker.	SI-1641-17	9/6/17
Total WO's For Pct 3		17				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Signs						
AVENUE E	12	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1693-17	9/21/17
AVENUE E		@ 0.01 miles.	Install	Install Stop Sign.	SI-1701-17	9/25/17
BELLA SPRINGS RD	69	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1656-17	9/7/17
BLASCHKE RD	104	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1657-17	9/11/17
BLASCHKE RD	106	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1658-17	9/11/17
CRAVEY RD		@ 1.70 miles.	Repair	Replace broken pipe and install Object Markers.	SI-1644-17	9/6/17
FRONT ST		@ 0.06 miles.	Trim Brush	Trim brush for End School Zone sign.	SI-1634-17	9/6/17
FRONT ST		@ 0.07 miles.	Trim Brush	Trim brush for Rt. Rev. Turn sign.	SI-1633-17	9/6/17
GRAPE CREEK RD		All.	Data Collection	Mark locations for speed limit sign placement	SI-1635-17	9/6/17
GRAPE CREEK RD		@ 0.50 miles.	Install	Install 35 mph Speed Limit & Burn Ban signs.	SI-1697-17	9/25/17
HOLIDAY RD		@ 2.70 miles.	Repair	Repair Lt. Curve sign support.	SI-1696-17	9/25/17
JOHNS RD		@ 1.60 miles.	Replace	Replace Hidden Entr/w Intersecting Road sign.	SI-1682-17	9/14/17
JOHNS RD		@ 1.10 miles.	Replace	Replace Hidden Entr/w Intersecting Road sign.	SI-1681-17	9/14/17
JOHNS RD		@ 0.73 miles.	Replace	Replace Hidden Entr/w Hill Blocks View sign.	SI-1679-17	9/14/17
JOHNS RD		@ 1.00 miles.	Replace	Replace Hidden Entr/w Hill Blocks View sign.	SI-1680-17	9/14/17
JOSHUA RANCH DR	245	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1694-17	9/21/17
NORTH CREEK RD		@ 0.32 miles.	Repair	Repair and replace Objects Markers.	SI-1671-17	9/12/17
NORTH CREEK RD		@ 1.00 miles.	Replace	Replace 30 Mph with 45 Mph sign.	SI-1699-17	9/25/17
NORTH CREEK RD		@ 0.05 miles.	Replace	Replace 30 Mph with 45 Mph sign.	SI-1698-17	9/25/17
NORTH CREEK RD		@ 1.10 miles.	Replace	Replace 30 Mph with 45 Mph sign.	SI-1700-17	9/25/17
NOTTINGHAM LN		@ 0.02 miles.	Install	Install No Outlet sign.	SI-1661-17	9/12/17
NOTTINGHAM LN		@ 0.13 miles.	Install	Install Road Ends sign.	SI-1662-17	9/12/17
OLD #9 HWY		@ 3.4 miles.	Replace	Replace Object marker.	SI-1638-17	9/6/17
OLD #9 HWY		@ 9.2 miles.	Repair	Repair and replace damaged Object Markers.	SI-1636-17	9/6/17
OLD #9 HWY		@ 4.5 miles.	Replace	Replace Chevron support.	SI-1637-17	9/6/17
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Fabricate two 15 MPH Advisory Signs.	SI-1646-17	9/7/17
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Fabricate 40 MPH Speed Limit Sign.	SI-1645-17	9/7/17
PECAN PKWY	219	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1695-17	9/21/17
SECOND ST		@ 0.40 miles.	Install	Install Street Name sign.	SI-1670-17	9/12/17
SECOND ST		Fabricate @ Shop.	Fabricate	Fabricate Street Name.	SI-1669-17	9/12/17
UPPER CIBOLO CREEK RD		@ 1.40 miles.	Replace	Replace Object Markers.	SI-1630-17	9/5/17
UPPER CIBOLO CREEK RD		@ 0.60 miles.	Replace	Replace Object Markers.	SI-1631-17	9/5/17
UPPER CIBOLO CREEK RD		@ 2.7 miles.	Install	Install six Yodock barriers and Object Markers.	SI-1690-17	9/19/17
UPPER SISTERDALE RD		@ 2.9 miles.	Replace	Replace Object marker.	SI-1640-17	9/6/17
UPPER SISTERDALE RD		@ 2.8 miles.	Replace	Replace Object marker.	SI-1639-17	9/6/17
WARING WELFARE RD		@ 6.10 miles.	Repair	Repair No Parking sign support.	SI-1672-17	9/12/17

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
WARING WELFARE RD		@ 4.70 miles.	Replace	Install missing Object Marker.	SI-1659-17	9/12/17
WARING WELFARE RD		@ 1.80 miles.	Replace	Replace damaged Intersecting Road sign.	SI-1660-17	9/12/17
WARING WELFARE RD		@ 6.40 miles.	Install	Install 4 3 foot plastic Object Markers.	SI-1678-17	9/14/17
Total WO's For Pct 4		39				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct						
Signs						
VARIOUS RD		County Lines.	Turn Signs	Turn Burn Ban signs up.	SI-1705-17	9/28/17
Total WO's For Pct		CW	1			

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders	80					



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/23/2017 OPEN SESSION	
SUBJECT	Volkswagen Lawsuit
DEPARTMENT & PERSON MAKING REQUEST	ACDA - Ballard
PHONE # OR EXTENSION #	830-249-9343 Ext. 303
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consider and take action on Waiver of Claims For Injunctive Relief in the Volkswagen Lawsuit.
REASON FOR AGENDA ITEM	Texas can be enabled to apply for more than \$200 million if it waives its ability to seek injunctive relief. Kendall County is not seeking injunctive relief in its lawsuit.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

WAIVER OF CLAIMS FOR INJUNCTIVE RELIEF

WHEREAS, the United States and California entered into a First Partial Consent Decree and a Second Partial Consent Decree (the "Consent Decrees") with Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Dr. Ing. h.c.F. Porsche AG, and Porsche Cars North America, Inc. (the "Defendants") concerning the 2.0 Liter Subject Vehicles and 3.0 Liter Subject Vehicles, as defined in paragraph 8 of the Second Partial Consent Decree (the "2.0 Liter and 3.0 Liter Subject Vehicles").

WHEREAS, the Consent Decrees address environmental impact by requiring the Defendants to pay at least \$2.925 billion into a Mitigation Trust Fund.

WHEREAS, the Mitigation Trust Fund currently allocates \$209,319,163 to the State of Texas for specific environmental projects pursuant to the terms of the Mitigation Trust Fund.

WHEREAS, under the Consent Decrees, the State of Texas must provide several enumerated certifications to be eligible for trust funds under the Mitigation Trust Fund, including an express waiver by the State on behalf of itself, and all of its agencies, departments, offices, and divisions of all claims for injunctive relief to redress environmental injury caused by the 2.0 Liter and 3.0 Liter Subject Vehicles, whether based on the environmental or common law within its jurisdiction.

WHEREAS, Kendall County has filed a lawsuit in the 451st Judicial District of Kendall County, Texas in Cause No. 17-485, transferred to the *In Re: Volkswagen Clean Diesel* Texas MDL for pre-trial proceedings, under Chapter 7 of the Texas Water Code, against some or all of the Defendants concerning the 2.0 Liter and 3.0 Liter Subject Vehicles

WHEREAS, as of the date of this waiver, Kendall County has not alleged any claim for injunctive relief against the Defendants.

Now, Therefore, Kendall County waives as follows:

Kendall County, on behalf of itself and all of its agencies, departments, offices, and divisions, hereby expressly waives, in favor of the parties to the Consent Decrees (including the Defendants), all claims for injunctive relief to redress environmental injury caused by the 2.0 Liter and 3.0 Liter Subject Vehicles, whether based on the environmental law or common law within its jurisdiction. This waiver is binding on all agencies, departments, offices, and divisions of Kendall County asserting, purporting to assert or capable of asserting such claims. This waiver does not waive, and Kendall County expressly reserves, its rights, if any, to seek fines or penalties. **FOR KENDALL COUNTY:**

Signature: _____
Name: _____
Title: _____
Date: _____
Location: _____