



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Commissioners Court Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Minutes for May 21 and May 26, 2015.
REASON FOR AGENDA ITEM	To approve the Minutes from previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	FY2015 Budget Adjustments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of FY2015 Budget Adjustments and Emergency Declarations.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department Heads requesting adjustments
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 8, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE ANIMAL CONTROL'S BUDGET FOR VEHICLE REPAIR & MAINTENANCE EXPENSES.

10-408-54540	VEHICLE-REPAIR & MAINT	+	500
10-408-53360	UNIFORMS	-	500

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT COURT'S BUDGET FOR SPECIAL COURT REPORTER EXPENSES.

10-435-54089	SPECIAL COURT REPORTER	+	2,000
10-435-54088	COURT REPORTER TRAVEL EXP	-	2,000

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT CLERK'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-450-53100	OFFICE SUPPLIES	+	1,235
10-450-54520	OFFICE EQUIPMENT-REPAIR & MAINT	+	80
10-450-54270	CONFERENCE/TRAINING	-	80
10-450-55510	DATA PROCESSING EQUIPMENT	-	1,235

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT THREE'S BUDGET FOR BOND EXPENSES.

10-457-54800	BONDS	+	71
10-457-53100	OFFICE SUPPLIES	-	71

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ATTORNEY'S BUDGET FOR TEMPORARY EMPLOYEE EXPENSES.

10-475-51490	TEMPORARY	+	2,500
10-475-54860	CONTRACT LABOR	-	2,500

A BUDGET ADJUSTMENT IS NEEDED IN THE HUMAN RESOURCE BUDGET FOR MISCELLANEOUS EXPENSES.

10-496-54050	MEDICAL-OTHER	+	500
10-496-54810	DUES	+	63
10-496-54861	CONTRACT SERVICES	+	50
10-496-53100	OFFICE SUPPLIES	-	63
10-409-52060	UNEMPLOYMENT INSURANCE	-	550

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE DEPARTMENT'S BUDGET FOR VEHICLE REPAIR & MAINTENANCE EXPENSES.

10-545-54540	VEHICLE-REPAIR & MAINT	+	210
10-545-53300	FUEL & OIL	-	100
10-545-54510	MACHINERY-REPAIR & MAINT	-	110

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 8, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE WARING VOLUNTEER FIRE DEPARTMENT'S BUDGET FOR ALLOCATIONS-CAPITAL EXPENSES.

10-549-56510	ALLOCATIONS-CAPITAL EXPENSES	+	3,500
10-549-53330	OPERATING	-	500
10-549-54270	CONFERENCE/TRAINING	-	2,000
10-549-54530	RADIO/RADAR-REPAIR & MAINT	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT ONE'S BUDGET FOR INTERNET SERVICE EXPENSES.

10-551-54240	INTERNET SERVICES	+	395
10-551-54270	CONFERENCE/TRAINING	-	395

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT THREE'S BUDGET FOR OTHER CAPITAL OUTLAY EXPENSES.

10-553-55900	OTHER CAPITAL OUTLAY	+	500
10-553-55200	VEHICLE PURCHASE/TOTAL VALUE	-	500

A BUDGET ADJUSTMENT IS NEEDED IN THE SHERIFF DEPARTMENT'S BUDGET FOR BOND EXPENSES.

10-560-54800	BONDS	+	150
10-560-53330	OPERATING	-	150

A BUDGET ADJUSTMENT IS NEEDED IN THE HEALTH INSPECTOR'S BUDGET FOR DATA PROCESSING EQUIPMENT EXPENSES.

10-636-55510	DATA PROCESSING EQUIPMENT	+	70
10-636-53100	OFFICE SUPPLIES	-	70

A BUDGET ADJUSTMENT IS NEEDED IN THE PARKS DEPARTMENT'S BUDGET FOR CONTRACT SERVICES EXPENSES.

10-660-54861	CONTRACT SERVICES	+	2,000
10-660-53330	OPERATING	-	2,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY EXTENSION SERVICE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-665-53100	OFFICE SUPPLIES	+	50
10-665-53330	OPERATING	+	650
10-665-55500	OFFICE EQUIPMENT	-	700

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT CLERK RECORDS MANAGEMENT FUND BUDGET FOR OTHER SERVICES AND CHARGES EXPENSES.

25-409-54999	OTHER SERVICES & CHARGES	+	1,000
25-450-54523	SOFTWARE MAINTENANCE	-	1,000

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 8, 2015

THE FOLLOWING BUDGET ADJUSTMENTS REQUIRE EMERGENCY DECLARATIONS FOR BUDGETARY PURPOSES DUE TO FUNDS NEEDED IN EXCESS OF BUDGETED AMOUNT.

REVENUE:

10-361-46060	INSURANCE PROCEEDS	+	3,000
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EXPENSE:

10-554-54540	VEHICLE -REPAIR & MAINT	+	3,000
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REVENUE:

14-390-46750	FUND BALANCE TO BE EXPENDED	+	2,800
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EXPENSE:

14-408-55900	OTHER CAPITAL OUTLAY	+	2,800
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REVENUE:

16-390-46750	FUND BALANCE TO BE EXPENDED	+	6,600
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EXPENSE:

16-430-54999	OTHER SERVICES & CHARGES	+	500
16-430-55900	OTHER CAPITAL OUTLAY	+	1,600
16-435-54999	OTHER SERVICES & CHARGES	+	4,500

REVENUE:

81-390-46750	FUND BALANCE TO BE EXPENDED	+	4,500
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EXPENSE:

81-409-54999	OTHER SERVICES & CHARGES	+	4,500
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REQUEST FOR BUDGET ADJUSTMENT
FY 2015

DEPARTMENT Animal Control (408)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>500⁰⁰</u>	<u>408-53360</u>	<u>408-54540</u>	<u>Vehicle Repairs</u>
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REQUESTED BY:


DEPARTMENT HEAD/SUPERVISOR

5/28/15
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT District Court

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$ 2000</u>	<u>10-435-54088</u>	<u>10-435-54089</u>	<u>TO cover Court reporter fees on appeals and for visiting judges</u>
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** Based on the two most recent invoices rec'd -
this should cover for the remainder of FY15*

REQUESTED BY:

Corinna Speer
DEPARTMENT HEAD/SUPERVISOR

6/1/15
DATE

REQUEST FOR BUDGET ADJUSTMENT
FY 2015

DEPARTMENT District Clerk (450)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$1,235⁰⁰</u>	<u>10-450-55510</u>	<u>10-450-53100</u>	<u>Computers were cheaper - move</u> <u>extra money to replace monitors</u> <u>on existing computers & Adobe</u> <u>software</u>
<u>\$0⁰⁰</u>	<u>10-450-54270</u>	<u>10-450-54520</u>	<u>Date Stamp maintenance</u>

REQUESTED BY:

Susan Jackson
DEPARTMENT HEAD/SUPERVISOR

6-1-15
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015****DEPARTMENT** Justice of the Peace, Pct. 3**THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:**

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>71.00</u>	<u>10-457-53100</u>	<u>10-457-54800</u>	<u>Notary bond will expire in September</u>
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REQUESTED BY:

Deborah S. Hudson
DEPARTMENT HEAD/SUPERVISOR

5/28/15
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2014**

DEPARTMENT 475- County Attorney's

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$2,500.00</u>	<u>10475.51860</u>	<u>10475.51490</u>	<u>Transfer funds from Contract Labor to Other Employees for temporary for employee Jack Hurd</u>
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REQUESTED BY:

Bob Eason for Don Allee
DEPARTMENT HEAD/SUPERVISOR

6/2/2015
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT HR - 496

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
* <u>\$ 50.00</u>	<u>10.409.52060</u>	<u>10.496.54861</u>	<u>TASC/FSA Contract Services</u>
* <u>\$ 500.00</u>	<u>10.409.52060</u>	<u>10.496.54050</u>	<u>Employee Screens/Physicals Medical</u>
<u>\$ 63.00</u>	<u>10.496.53100</u>	<u>10.496.54810</u>	<u>dues</u>
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* These are countywide expenses, not departmental.

C. Speer

REQUESTED BY:


DEPARTMENT HEAD/SUPERVISOR

06/02/2015
DATE

REQUEST FOR BUDGET ADJUSTMENT

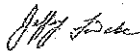
Year 2015

DEPARTMENT Rural Fire 10-545

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>100.00</u>	<u>53300</u>	<u>54540</u>	<u>Radio Repair</u>
<u>110.00</u>	<u>54510</u>	<u>54540</u>	<u>Radio Repair</u>
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REQUESTED BY:



Digitally signed by Jeffery Flocke
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email=jflocke@co.mendota.il.us, c=US
Date: 2015.06.02 08:14:35 -0500

DEPARTMENT HEAD SUPERVISOR

6-2-15

DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT Whring VFD (549)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$500⁰⁰</u>	<u>53330</u>	<u>56510</u>	<u>Road Material -</u>
<u>\$2,000⁰⁰</u>	<u>54270</u>	<u> </u>	<u>Rainwater Collection</u>
<u>\$1,000⁰⁰</u>	<u>54530</u>		<u>Project</u>
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*Per Ralph Treiber

REQUESTED BY:

Corinna Speer
DEPARTMENT HEAD/SUPERVISOR

6-3-15
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT Consolidated 24.1 (551)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$ 395</u>	<u>54270</u>	<u>54240</u>	<u>Internet Air Card- Oct thru April (cancelled in May) Charges</u>
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REQUESTED BY:

Den White
DEPARTMENT HEAD/SUPERVISOR

05-26-2015
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT Constable #3 (553)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$500⁰⁰</u>	<u>10-553- 55200</u>	<u>10-553- 55900</u>	<u>Bulletproof Vest</u>
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REQUESTED BY:

Donna L. Lema
DEPARTMENT HEAD/SUPERVISOR

5-22-15
DATE

REQUEST FOR BUDGET ADJUSTMENT
FY 2015

DEPARTMENT Sheriff (560)

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>150⁰⁰</u>	<u>560-53330</u>	<u>560-54800</u>	<u>Notary Fees</u>
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REQUESTED BY:

Ray R. Pley
DEPARTMENT HEAD/SUPERVISOR

6/3/15
DATE

REQUEST FOR BUDGET ADJUSTMENT
FY 2015

DEPARTMENT Health

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>70.00</u>	<u>10-636-</u> <u>53100</u>	<u>55510</u>	<u>Shortage of funds for Computer</u> <u>Purchase PO# 152767</u>
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REQUESTED BY:

Brenda Bell
DEPARTMENT HEAD/SUPERVISOR

5/29/15
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT Parkin

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>2000-</u>	<u>53330</u>	<u>55 54861</u>	<u>Professional Engineering services</u> <u>Dam repair specifications</u>
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REQUESTED BY:

Lehal John
DEPARTMENT HEAD/SUPERVISOR

5/28/2015
DATE

**REQUEST FOR BUDGET ADJUSTMENT
FY 2015**

DEPARTMENT Extension 665

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$ 650.00</u>	<u>10-665-55500</u>	<u>10-665-53330</u>	<u>Bought Chair for Office - Need to purchase TV for Trainings</u>
<u>\$ 50.00</u>	<u>10-665-55500</u>	<u>10-665-53100</u>	<u>Paper purchased for programs</u>
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REQUESTED BY:

Mary Booth
DEPARTMENT HEAD/SUPERVISOR

6-3-2015
DATE

REQUEST FOR BUDGET ADJUSTMENT
FY 2015

DEPARTMENT District Clerk Records Mgmt
Fund 25

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$ 1,000⁰⁰</u>	<u>25-450-</u> <u>54523</u>	<u>25-409-</u> <u>54999</u>	<u>Preservation of Historical</u> <u>Record Book</u>
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REQUESTED BY:

Cortina Speer
DEPARTMENT HEAD/SUPERVISOR

6-3-15
DATE



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	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: 6/8/2015
OPEN SESSION

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



Sheryl D'Spain

Kendall County Treasurer

201 E. San Antonio, Suite 302 • Boerne, TX. 78006

830-249-9343 ext. 220 • Fax 830-249-9340

sheryl.dspain@co.kendall.tx.us

June 8, 2015

TO: Honorable Darrel Lux, County Judge
Honorable Mike Fincke, Commissioner, Pct. 1
Honorable Richard Elkins, Commissioner, Pct. 2
Honorable Tommy Pfeiffer, Commissioner, Pct. 3
Honorable Royce Steubing, Commissioner, Pct. 4

RE: Comparison report for the collection of sales tax in Kendall County

In May, Kendall County received collections of \$ 260,450.72 for the month of March 2015. This figure is up 9.05 % from March collections the previous year. Our year-to-date collections are \$ 1,207,164.09 an increase of 11.26% from last year.

A handwritten signature in cursive script that reads "Sheryl D'Spain".

Sheryl D'Spain

Treasurer

Sales Tax Report-2015

Sales tax collection for month	Month collection received	Sales Tax Collection 2014	Sales Tax Collection 2015	% change from 2014	% change from previous month collection	2014 sales tax collections Year to date	2015 sales tax collections year to date	% change from 2014
Nov 2014	JANUARY 2015	202,556.19	230,013.56	13.55%	5%	202,556.19	230,013.56	13.55%
Dec 2014	FEBRUARY 2015	258,401.26	303,520.45	17.46%	32%	460,957.45	533,534.01	15.74%
Jan 2015	MARCH 2015	176,917.89	209,022.49	18.14%	31%	637,875.34	742,556.50	16.41%
Feb 2015	APRIL 2015	208,281.16	204,156.87	-1.98%	-2%	846,156.50	946,713.37	11.88%
Mar 2015	MAY 2015	238,820.91	260,450.72	9.05%	28%	1,084,977.41	1,207,164.09	11.26%
Apr 2015	JUNE 2015	245,872.37				1,330,849.78		
May 2015	JULY 2015	222,710.27				1,553,560.05		
Jun 2015	AUGUST 2015	258,922.32				1,812,482.37		
Jul 2015	SEPTEMBER 2015	240,661.23				2,053,143.60		
Aug 2015	OCTOBER 2015	220,789.67				2,273,933.27		
Sep 2015	NOVEMBER 2015	254,621.53				2,528,554.80		
Oct 2015	DECEMBER 2015	242,623.76				2,771,178.56		

**covering payments from Nov 2014-Oct 2015



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015 OPEN SESSION	
SUBJECT	Cash Summary March 2015
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 March 2015
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
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING March 31, 2015

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General * & **	\$ 575,004.38	\$ 805,357.85	\$ 1,386,786.04	\$ 750,000.00	\$ -	\$ 743,576.19
11-Road and Bridge	\$ 323,401.62	\$ 117,732.80	\$ 58,672.87	\$ -	\$ -	\$ 382,461.55
12-EMS Donations	\$ 24,031.73	\$ 150.00	\$ 139.96	\$ -	\$ -	\$ 24,041.77
13-Courthouse Security	\$ 113,455.79	\$ 1,599.15	\$ 26.26	\$ -	\$ -	\$ 115,028.68
14-Animal Facility Donations	\$ 10,618.33	\$ 606.65	\$ 180.60	\$ -	\$ -	\$ 11,044.38
15-Lateral Road & Bridge	\$ 129,335.80	\$ -	\$ -	\$ -	\$ -	\$ 129,335.80
16-Court Reporter Service	\$ 59,851.91	\$ 779.27	\$ 2,357.43	\$ -	\$ -	\$ 58,273.75
17-Hot Check	\$ 20,450.52	\$ -	\$ -	\$ -	\$ -	\$ 20,450.52
18-911 Project	\$ 2,699.16	\$ -	\$ -	\$ -	\$ -	\$ 2,699.16
19-Records Mgmt(Cnty Clerk)	\$ 303,420.90	\$ 7,199.76	\$ 5,400.00	\$ -	\$ -	\$ 305,220.66
20-Law Library	\$ 9,623.34	\$ 1,818.30	\$ 3,685.56	\$ -	\$ -	\$ 7,756.08
21-Justice Court Technology	\$ 16,744.85	\$ 691.54	\$ 972.00	\$ -	\$ -	\$ 16,464.39
22-Justice Court Bldg Security	\$ 19,123.67	\$ 171.34	\$ -	\$ -	\$ -	\$ 19,295.01
23-County & District Technology	\$ 5,816.56	\$ 266.34	\$ -	\$ -	\$ -	\$ 6,082.90
24-Alternative Dispute Resolution	\$ 6,806.30	\$ 834.27	\$ 2,530.00	\$ -	\$ -	\$ 5,110.57
25-District Clerk Records Mgmt	\$ 62,829.32	\$ 1,686.76	\$ 4,500.00	\$ -	\$ -	\$ 60,016.08
26-County Clerk Rec. Archive Fund	\$ 95,556.00	\$ 6,850.00	\$ -	\$ -	\$ -	\$ 102,406.00
27-Vital Statistics Records	\$ 641.00	\$ 41.00	\$ -	\$ -	\$ -	\$ 682.00
28-Pre Trial Intervention	\$ 798.00	\$ 1,158.00	\$ -	\$ -	\$ -	\$ 1,956.00
29-LEOSE Training	\$ 34,341.50	\$ 8,058.08	\$ -	\$ -	\$ -	\$ 42,399.58
33-Juv Probation-State Grant	\$ 33,485.09	\$ 17,803.00	\$ 24,819.29	\$ -	\$ -	\$ 26,468.80
34-Juv Probation Title IV E	\$ 85,451.75	\$ -	\$ -	\$ -	\$ -	\$ 85,451.75
35-Juvenile Probation	\$ (43,659.64)	\$ 270.00	\$ 13,274.58	\$ -	\$ -	\$ (56,664.22)
41-MVDIT Interest	\$ 807.63	\$ -	\$ -	\$ -	\$ -	\$ 807.63
42-Special Election Fund	\$ 19,449.42	\$ -	\$ 915.00	\$ -	\$ -	\$ 18,534.42
50-Crime Victims Grant	\$ (18,558.16)	\$ -	\$ 11,650.75	\$ -	\$ -	\$ (30,208.91)
80-Tobacco Settlement	\$ 15,591.11	\$ -	\$ -	\$ -	\$ -	\$ 15,591.11
81-Historical Commission	\$ 10,537.48	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 12,337.48
82-Economic Development Corp.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 201,781.77	\$ 32,871.76	\$ -	\$ -	\$ -	\$ 234,653.53
62-Series 2007 Lim.TaxGen	\$ 11,586.27	\$ 7,666.31	\$ -	\$ -	\$ -	\$ 19,252.58
63-Series 2013 UnLim.Tax Road Bond	\$ 35,774.72	\$ 21,596.51	\$ -	\$ -	\$ -	\$ 57,371.23
64-Series 2014 Limited Tax Rfnding	\$ 30,299.10	\$ 18,292.08	\$ -	\$ -	\$ -	\$ 48,591.18
71-Herff Road Project *	\$ 58,721.62	\$ 1.76	\$ 257,834.82	\$ 250,000.00	\$ -	\$ 50,888.56
90-Trust Account	\$ 745.35	\$ 0.01	\$ -	\$ -	\$ -	\$ 745.36
96-Public Grant Account***	\$ 80.53	\$ -	\$ 3,027.00	\$ -	\$ -	\$ (2,946.47)
85-Local S.O. Forfeiture	\$ 2,477.68	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.70
87-Federal S.O. Forfeiture	\$ 221,601.47	\$ 813.41	\$ 1,323.21	\$ -	\$ -	\$ 221,091.67
CASH BALANCES	\$ 2,485,676.62	\$ 1,056,115.97	\$ 1,778,095.37	\$ 1,000,000.00	\$ -	\$ 2,763,697.22

*Transfer from Logic, **Beginning balance adjusted from payroll correction, *** Actual Expenditure in Feb. 2015 reimb from Grantworks

Examined and approved by Auditor's Office

Corinna Speer

Date

6/2/15



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 6/8/2015 OPEN SESSION	
SUBJECT	Update Commissioners Court on 2015 Major Stock Show Season. 4-H members from Kendall County will report their placings for the 2015 year in major shows.
DEPARTMENT & PERSON MAKING REQUEST	Texas A&M AgriLife Extension Service - Kendall County Stephen Zoeller, County Extension Agent - Agriculture/Natural Resources Jana Osbourn, County Extension Agent - Family & Consumer Sciences
PHONE # OR EXTENSION #	#360 or #361
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Kendall County 4-H Members - Update Commissioners Court on the 2015 Major Stock Shows
REASON FOR AGENDA ITEM	Recognition of the 4-H Members and their accomplishments
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Street Closures for Comfort's 4th of July Parade
DEPARTMENT & PERSON MAKING REQUEST	Commissioner Precinct 4 Royce Steubing
PHONE # OR EXTENSION #	210-867-3094
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	<p>Consideration and action on closing the following streets in Comfort from 9:30 a.m. to 12:30 p.m. for the Fourth of July parade on Saturday, July 4, 2015:</p> <p>Idlewilde Boulevard Daniel Drive Edgewood Drive Section of Highway 87 from Idlewilde Boulevard to Lindner Avenue Section of Highway 27 from Idlewilde Boulevard to Lindner Avenue Lindner Avenue High Street from Lindner Avenue to 5th Street 5th Street from High Street to Water Street Main Street from Highway 27 to 5th Street Broadway from Highway 27 to 6th Street 6th Street from Main Street to Broadway</p> <p>Close the following streets from 6 a.m. To 11 p.m.: Main Street from Highway 27 to 5th Street Broadway from Highway 27 to 5th Street</p>
REASON FOR AGENDA ITEM	Comfort's 2015 Fourth of July Celebration is scheduled for Saturday, July 4th and certain streets need to be closed for the parade route and also for parking for emergency and authorized vehicles as suggested by the Comfort Volunteer Fire Department.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Comfort area
ADDITIONAL INFORMATION	None

Royce Steubing
KendallCountyCommissioner #4
201 E. San Antonio Street
Boerne, Tx78006

June 2, 2015

Dear Commissioner Steubing:

Comfort's 2015 Fourth of July Celebration is scheduled for Saturday, July 4th. We are asking permission to close off the streets listed below.

The parade begins at 10:00 am after having lined up on Idlewilde Blvd, Daniel Dr, and Edgewood Dr.

The parade travels onto Hwy 87 and Hwy 27, turns onto Lindner Ave. to High St., turns right and proceeds down High St. to Fifth St., where it turns left and disbands in the ComfortPark on Broadway St. The parade is usually over by 12:30 pm, depending on the number of entries.

The Comfort Chamber of Commerce is requesting permission from the Commission's Court to close Lindner Avenue, High Street and Fifth Street on the parade route during parade times.

Permission is also requested to block off Main Street from Hwy 27 to 5th Street between the hours of 6 am – 11 pm, allowing parking along that section only for emergency and authorized vehicles as suggested by Comfort Volunteer Fire Department, and in addition to Main Street, the chamber is also requesting for Broadway to be closed from Hwy 27 all the way down to 5th Street also between the hours of 6 am – 11 pm allowing only for access to residents.

We thank you for your assistance in this matter.

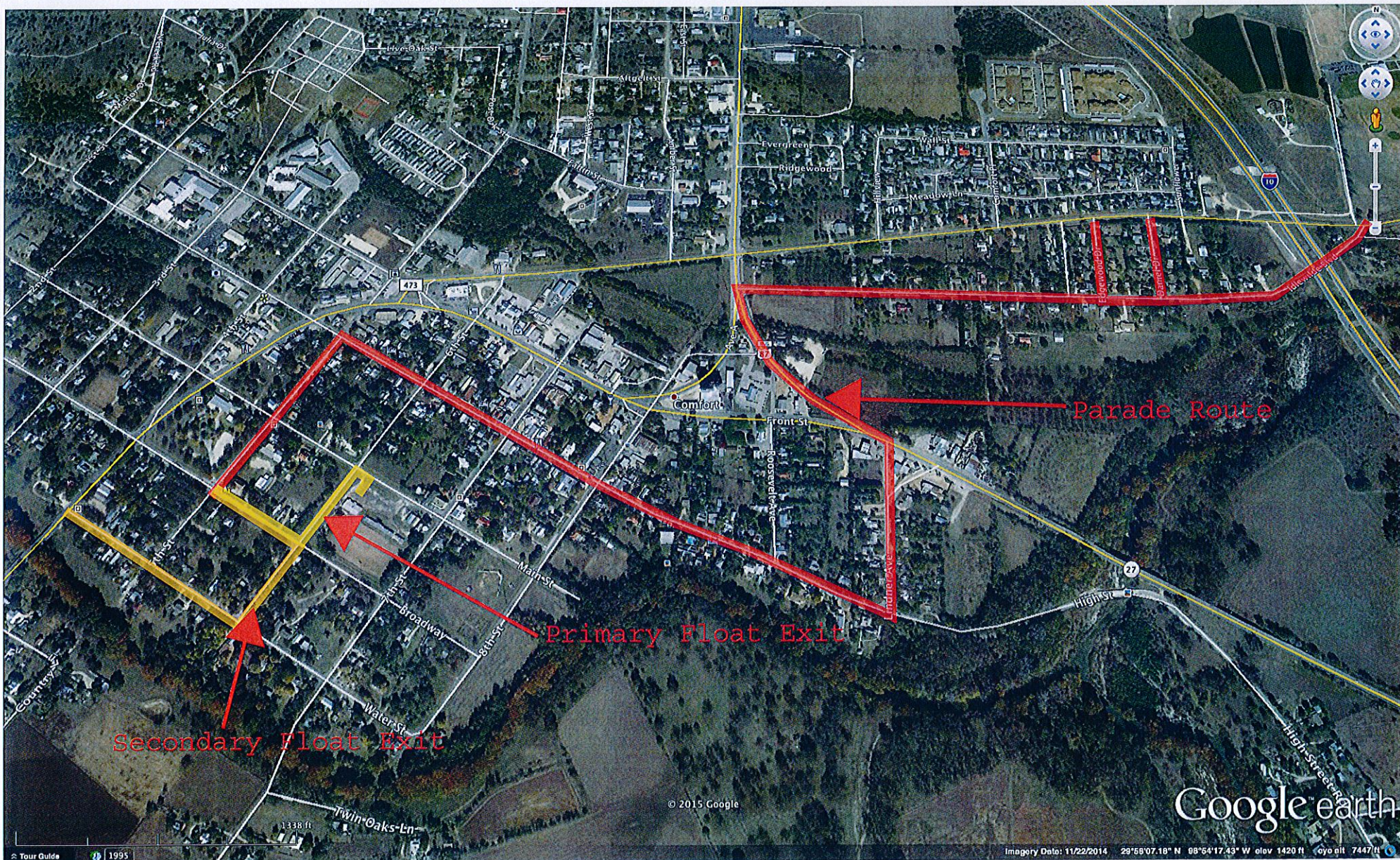
Best Regards,

Dakota Durden,
Comfort Chamber of Commerce

Danke Schön! Danke!

Your Comfort, Texas Chamber of Commerce

Come visit our town and see what you've been missing!
<http://www.comfort-texas.com/>
(830) 995-3131



1. Animal Entertainment Area
2. Market Days Vendors
3. Kid's Zone
4. Visiting 1st Responders Area
5. Food Court/Food Trucks - AFTER 2 PM
6. BBQ Area (Trucks, Wood, Etc.)
7. Emergency Personnel Station
8. Lounge Area - Comfort Court Pageant
9. Vendor ONLY Parking
10. Army Band Bus Parking ONLY

Main St. Requested
Closed 7/4 - 6 a.m. to 11 p.m.

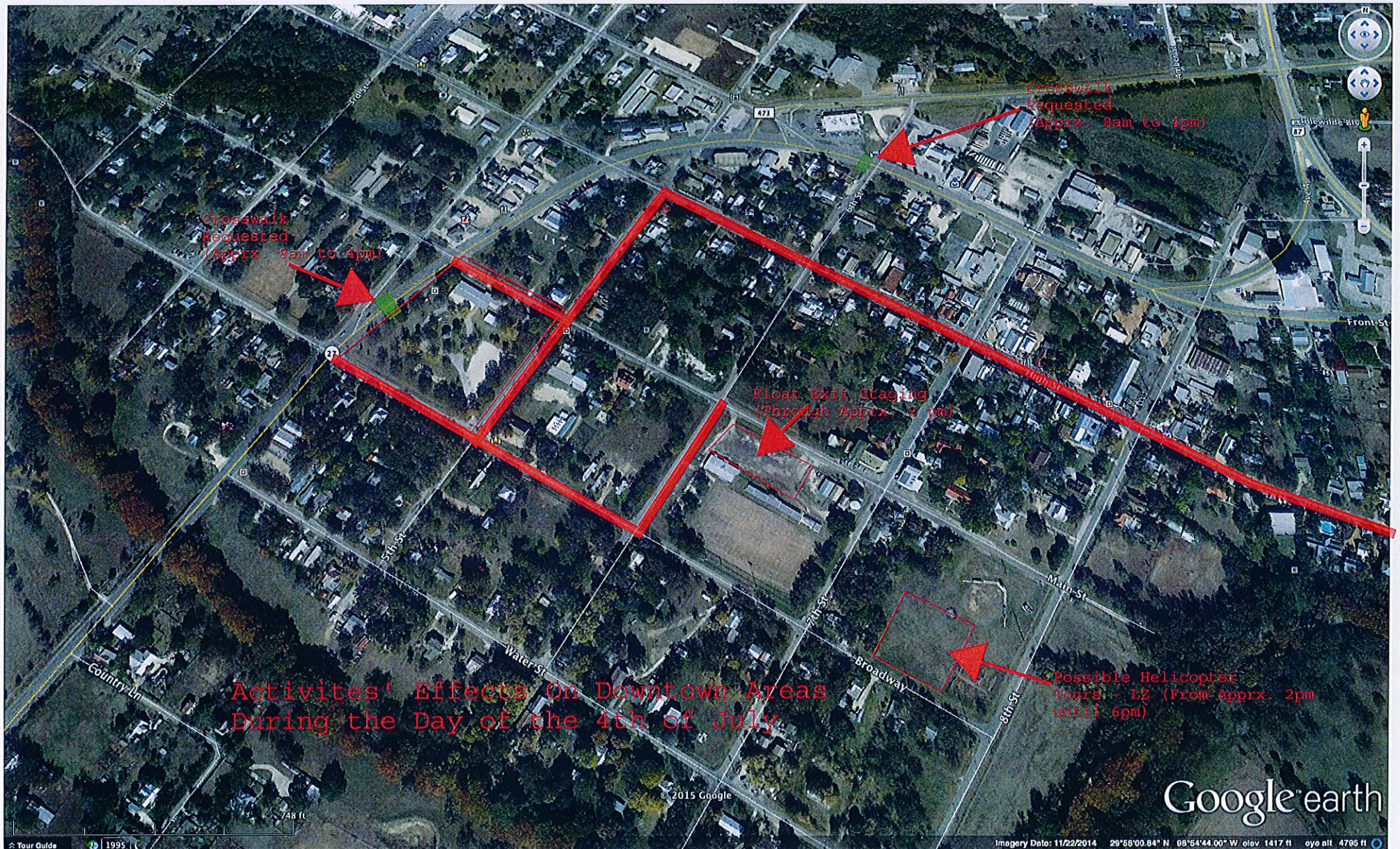
Crosswalk
Requested
(Approx. 8am to 4pm)

Broadway St. Requested
Closed 7/4 - 6 a.m. to 11 p.m.
(resident's access only)

Park Activities on the 4th of July

© 2015 Google

Google earth



Activites' Effects On Downtown Areas
During the Day of the 4th of July

Crosswalk
Requested
(Apprx. 8am to 4pm)

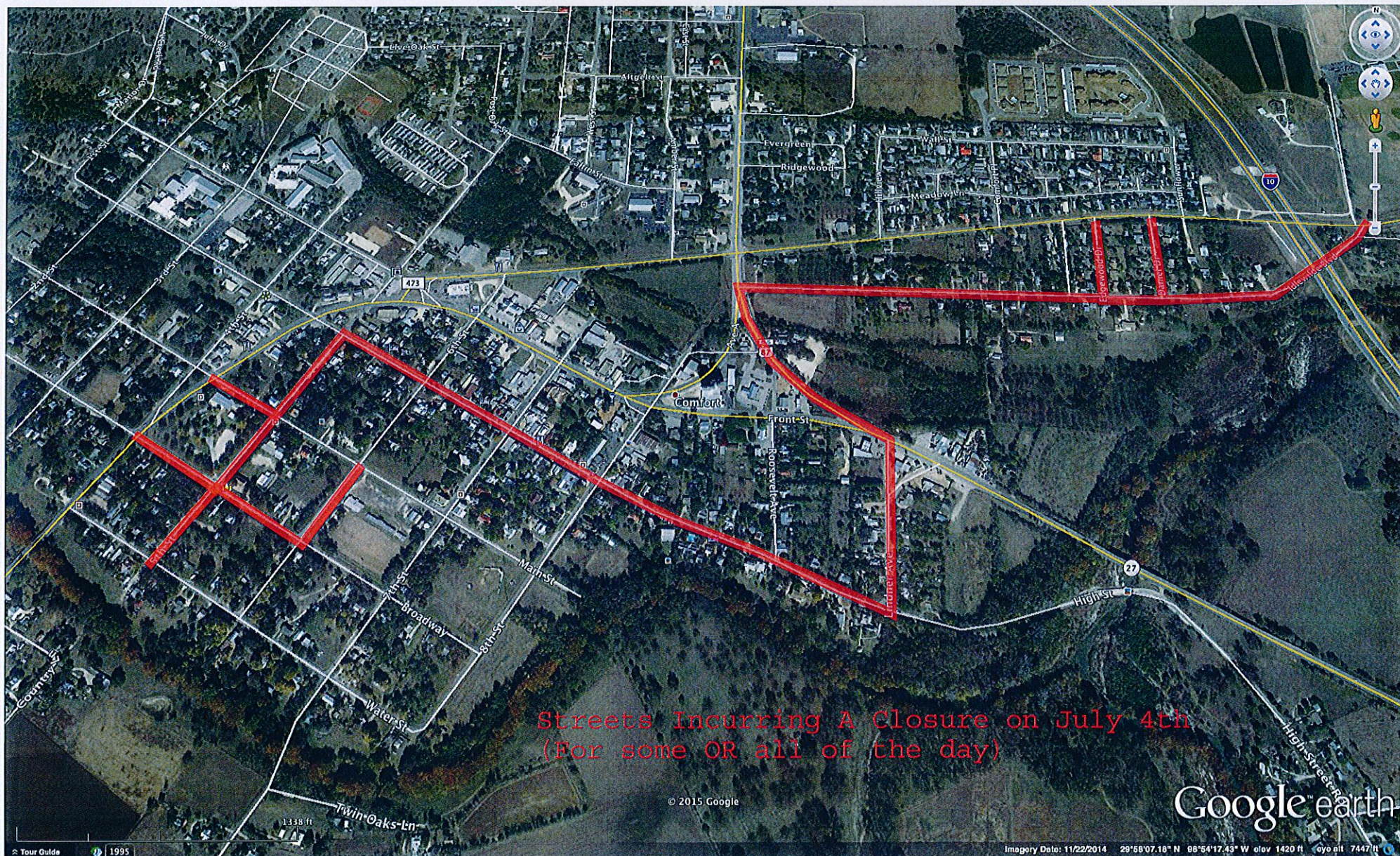
Crosswalk
Requested
(Apprx. 8am to 4pm)

Float Exit Staging
(Through Apprx. 2 pm)

Possible Helicopter
Tours - LZ (From Apprx. 2pm
until 6pm)

Google earth

Imagery Date: 11/22/2014 29°56'00.84" N 98°54'44.00" W elev 1417 ft eye alt 4795 ft



Streets Incurring A Closure on July 4th
(For some OR all of the day)

© 2015 Google

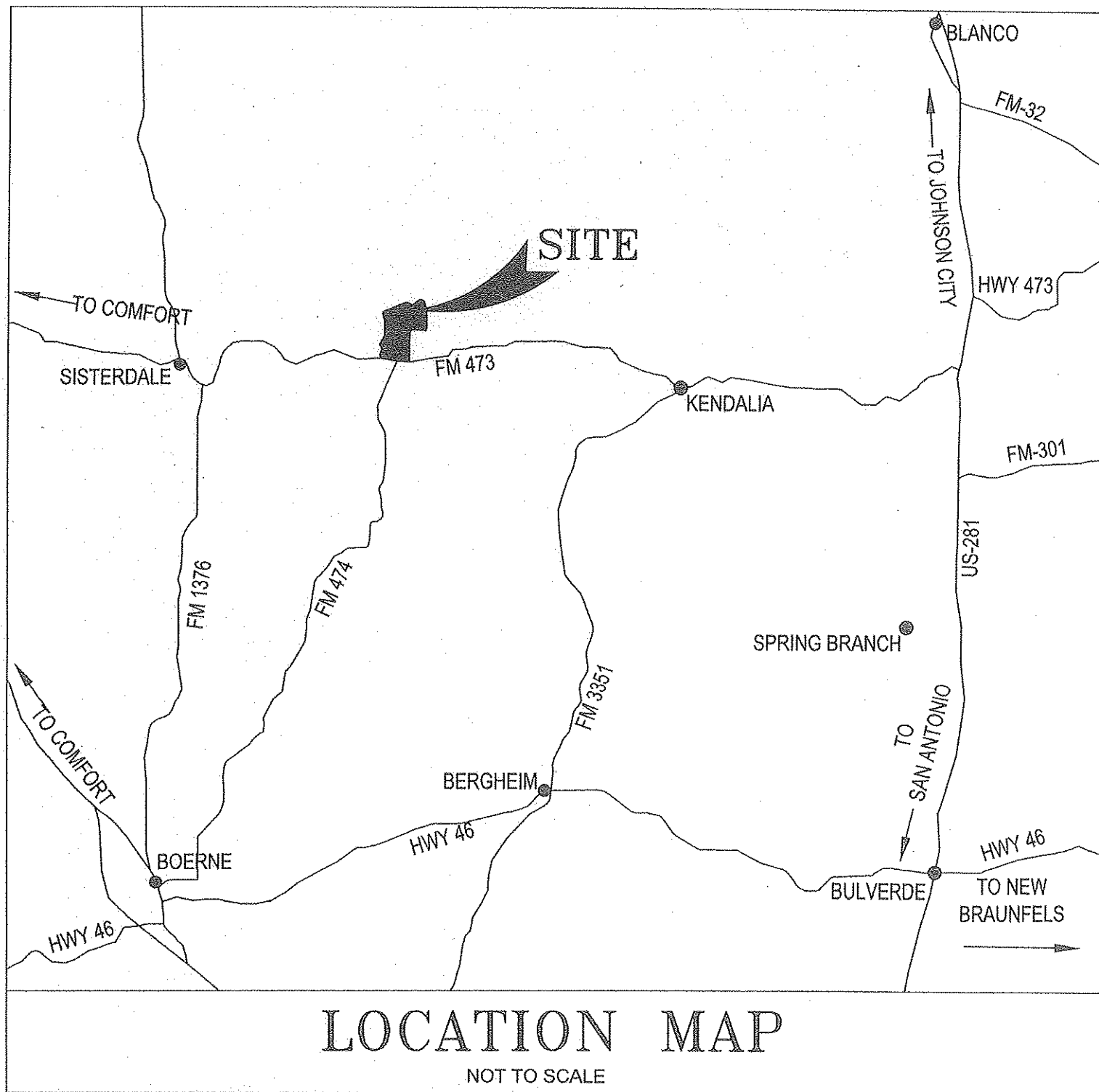
Google earth

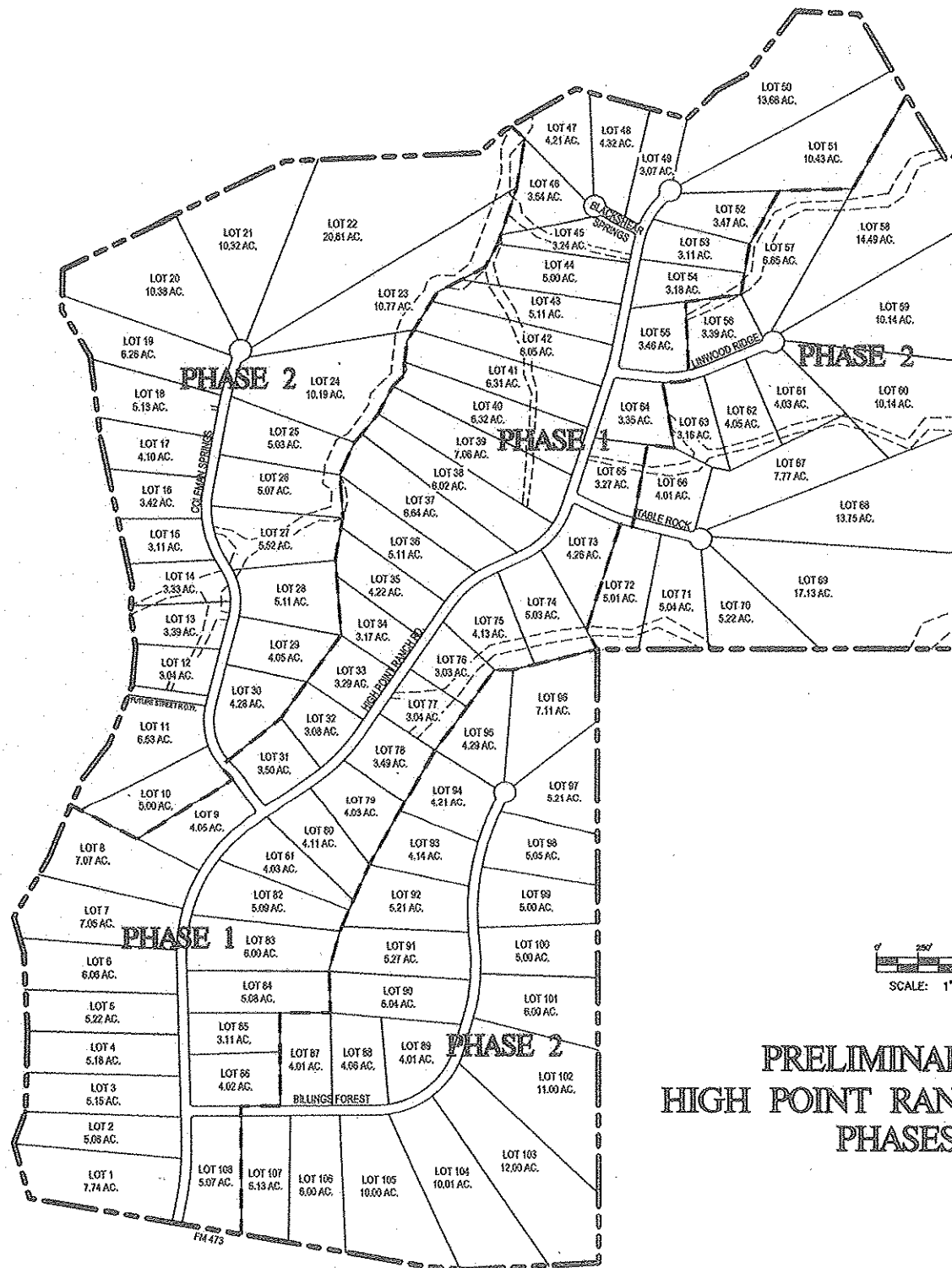


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Preliminary Plat for High Point Ranch Subdivision
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Preliminary Plat of High Point Ranch Subdivision, Phases 1 & 2 in accordance to section 203 of the Kendall County Development Rules and Regulations. The proposed subdivision consists of 649± acres, 108 residential lots and 16,000 linear feet of roadway for a density of 6.02 acres per lot. The subdivision will be served by individual water wells and on-site sewage facilities.
REASON FOR AGENDA ITEM	Preliminary Plat approval for High Point Ranch Subdivision
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None





PRELIMINARY PLAT OF
HIGH POINT RANCH SUBDIVISION
PHASES 1 & 2



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015 OPEN SESSION	
SUBJECT	Request for Relief 214 Marquardt Road
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from the platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed family division would create a 3+ acre tract out of the parent tract of 43.2± acres. Each tract will have at least 250 feet of frontage.
REASON FOR AGENDA ITEM	Request for Relief from platting requirements
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date 5-19-2015
2. Location of Property: 214 Marguarott Rd
3. Name of Subdivision (If Applicable): _____
4. Property Owner/Developer Name: Gvaranitia, LP
(Robert F. Kirby - Frank)
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:
see Addendum A
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land: _____ (if "yes" please state the special circumstances or conditions)
The 3 acres will be donated
to my brother & sister-in-law
to build a house
 - b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours? _____ (if "yes", please state the substantial property right involved)
No


Property Owner Signature

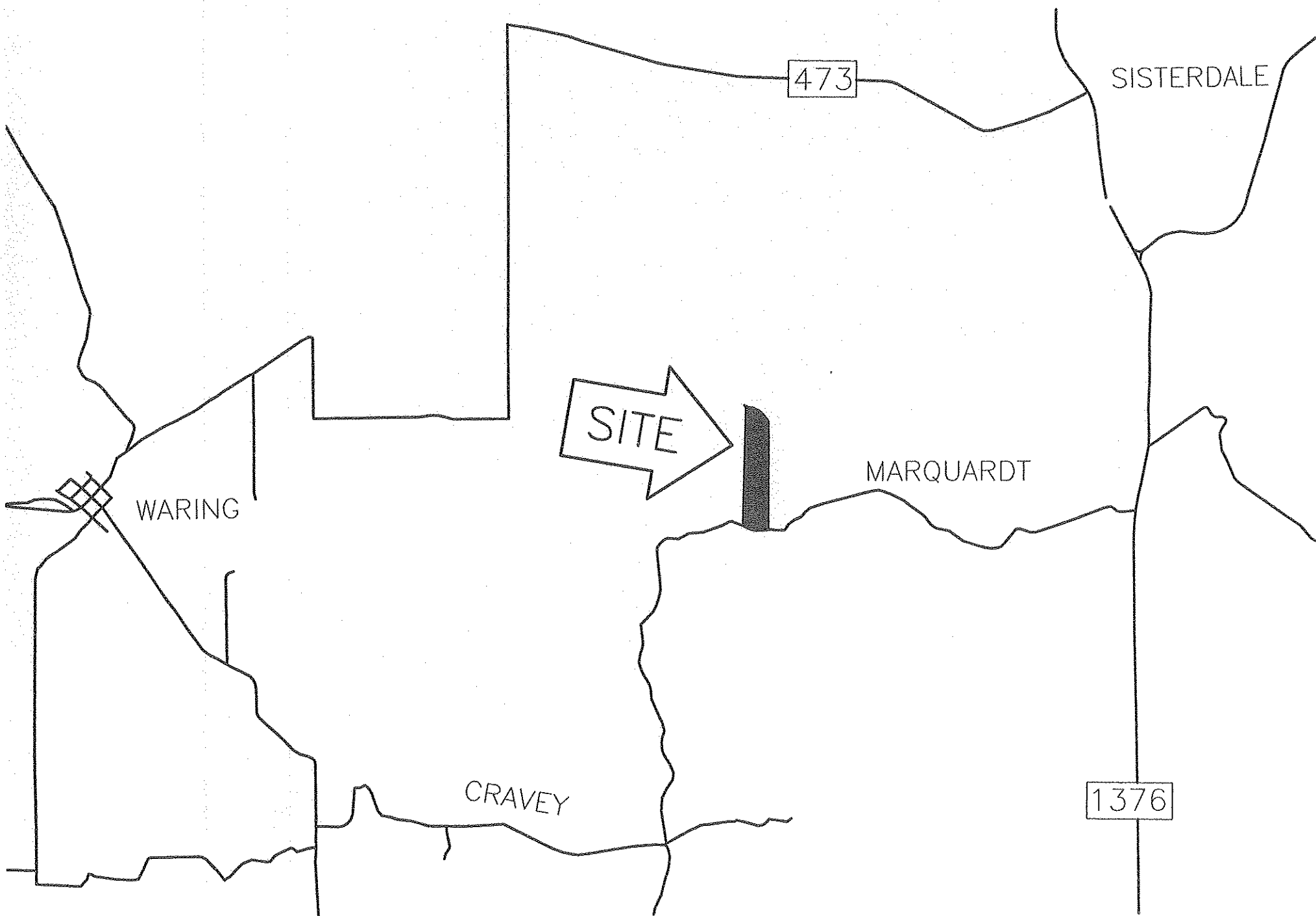
Phone Number 210-601-4031

Frank Kirby
Print Owner Name

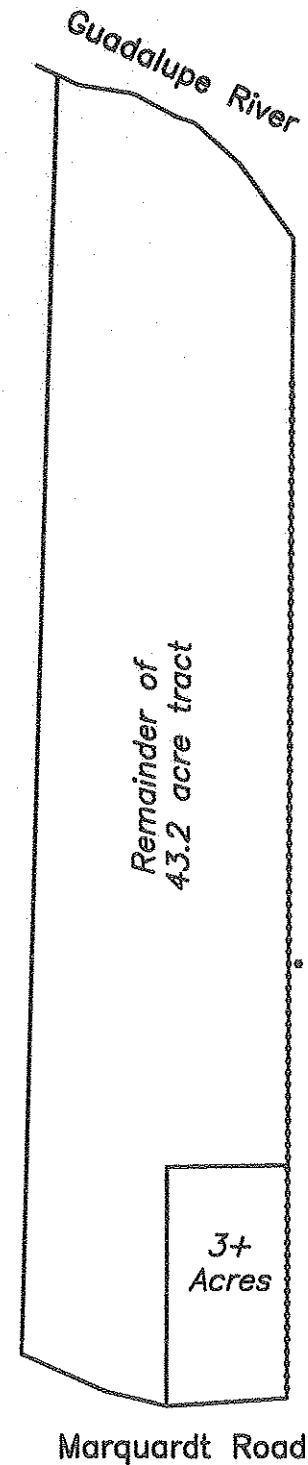
Date 5-19-2015

Addendum A:

Request for relief from platting requirements in accordance with Sections 101 and 102. The proposed division would create a 3+ acre tract out of a 43.2 acre tract for a Family Division. The 3+ acre tract will have at least 250 feet of road frontage and the remainder tract will have at least 300 feet of road frontage.



*Proposed division of a 43.2
acre tract creating a 3+ acre
tract with both tracts having
at least 250 feet of road
frontage on Marquardt Road*





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	AJW Project - Grant 7215022
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	Ext. # 240
TIME NEEDED FOR PRESENTATION	20 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Contractor / Company Agreement with AJW Architectural Products. This agreement is a requirement of the Texas Capital Fund Contract No. 7215022
REASON FOR AGENDA ITEM	Approve Contractor / Company Agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Precinct # 4 residents, Commissioners Court
ADDITIONAL INFORMATION	None

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
KENDALL COUNTY §

**CONTRACTOR/COMPANY AGREEMENT
TEXAS CAPITAL FUND CONTRACT NO. 7215022¹**

1. **DATES AND PARTIES:** The effective date of this Agreement is _____, 2015 and the parties are the following:

COMPANY NAME: AJW Architectural Products
1206 Fifth St.
Comfort, TX 78013

TCF CONTRACTOR: Kendall County
201 E. San Antonio St. Ste 122
Boerne, TX 78006

2. **RESPONSIBILITIES:** The TCF Contractor and Company shall complete the activities specified Exhibits A - Performance Statement, and B - Budget, of Texas Department of Agriculture TCF Contract No. 7215022 (TCF Contract) as follows:

Project Summary

This economic development project will provide drainage, electric and gas improvements for Kendall County in support of AJW Architectural Products, (herein referred to as the "Company"). TCF Contractor shall create a metal manufacturing facility on the 17 acre development site at 1206 Fifth Street in Comfort, Texas. The location of the building and land is defined as the Company's project site. The infrastructure improvements will enable the company to begin operations in Kendall County.

The TCF Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate income.

Project Activities

The TCF Contractor shall provide to the Department documentation showing winning bid(s) for "minimum necessary" infrastructure activities that are needed to adequately serve only the Company. These bids also shall contain the alternate provisions for the winning bid(s) addressing oversizing, extra activities or improvements. Oversizing and/or extra activities are defined as activities exceeding the "minimum necessary" needed for this project and are ineligible for payment with grant contract funds. The TCF Contractor is responsible for payment of all oversizing or extra activities and/or cost overruns and may be required to provide evidence of expenditure(s) prior to drawing contract funds.

The "minimum necessary" activities are identified below and the TCF Contractor shall expend a total of Four Hundred and Fifty Thousand and No/100 Dollars (\$450,000.00) of contract funds on these activities.

ED Financial Assistance to For-Profits

TCF Contractor shall provide drainage, electric and natural gas improvements to enable the Company to continue begin operations at 1206 Fifth St in Comfort, Texas.

Drainage Improvements

¹ A fully executed Contractor/Company Agreement must be submitted to TDA within 6 months of the contract start date of March 16, 2015

TCF Contractor shall install approximately nine hundred fifty linear feet (950 L.F.) of one and one half inch (1.5") HMA pavement and five hundred and fifty linear feet (550 LF) of six inch (6") concrete

Construction shall take place in the following location:

STREET	FROM	TO
Fifth Street	NE Corner of property	Blue Ridge St.

Natural Gas Improvements

TCF Contractor shall install approximately one thousand nine hundred and eighty linear feet (1980 L.F.) of four inch (4") gas line and necessary appurtenances.

Construction shall take place in the following location:

STREET	FROM	TO
Fifth Street	South of Blue Ride St.	1206 Fifth Street
Fifth Street	North of Front St.	Faltin St.

Electrical Improvements

TCF Contractor shall install 3-phase commercial electrical service using galvanized conduit, chlorinated polyvinyl chloride pipe, a concrete pad, steel transformer and necessary appearances.

Construction shall take place in the following location:

STREET	FROM	TO
Fifth Street	NW intersection of IH-10 and US Highway 87	1206 Fifth Street

Engineering

TCF Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

TCF Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

Project Objective

The TCF Contractor certifies that the activities carried out under this contract will meet the National Objective of benefitting low- and moderate-income (LMI) persons through permanent job creation and/or retention with at least 51 % of the beneficiaries qualifying as LMI.

As a result of this Project, TCF Contractor shall ensure that the Company creates thirty (30) permanent existing jobs at the Company project site described above. Of the thirty (30) total new and retained jobs, fifty-one percent (51%) or sixteen (16) jobs total shall be held by LMI persons prior to the contract termination date. In the event more than the obligated number of permanent jobs are created, the TCF Contractor shall ensure that at least fifty-one percent (51%) of all permanent jobs created during the contract period are held by LMI persons.

In the Application, the TCF Contractor provided census data or information to document that the persons employed by the Company may be presumed to be LMI persons since the Company is located within a census tract that meets the following criteria, and the jobs will be located within that census tract.

1. It is either part of a Federally-designated Empowerment Zone or Enterprise Community, or
2. It meets the following criteria:
 - a. It has a poverty rate of at least 20 percent;

- b. It does not include any portion of a central business district; and
- c. It evidences pervasive poverty and general distress because either all block groups in the census tract have poverty rates of least 20 percent, or the specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent.

This information has been verified and shall require no further documentation during this contract's term. In the event more than thirty (30) permanent jobs are created or retained, all persons may also be presumed to be LMI person(s).

NOTE: Any employee transferring from another Company location or related business operation shall be identified and may not be considered as a created permanent job. Requests to train employees at an alternate location prior to beginning work at the Company Project Site must have prior written approval from the Department.

3. JOB CREATION: A condition requiring that the Company creates thirty (30) permanent jobs at project site. Of the thirty (30) total jobs, fifty-one percent (51%) or sixteen (16) jobs total shall be held by LMI persons prior to the contract termination date. The LMI information has been verified during the application and shall require no further documentation during this contract's term. In the event more than thirty (30) permanent jobs are created or retained, all persons may also be presumed to be LMI person(s).

4. PAYROLL REPORTS: A condition requiring the Company submit to the TCF Contractor a copy of the Company's starting payroll, which may be in electronic file format, verifying the number of persons employed at the Kendall County, Texas, location, and payroll information of any other Company facilities operating within a sixty (60) mile radius of the Comfort location, as of the contract start date to establish a starting benchmark². At a minimum, the payroll report shall provide the following employee information:

- a) the employee's full name,
- b) unique employee identification number per location,
- c) the employee's gender and ethnicity,
- d) the date the employee was hired;
- e) the total wages earned; and
- f) an indication of whether employee is full time or part time as defined in the current version of the TxCDBG Project Implementation Manual (for each part time job, employer must document total hours worked per week).

Full Time:

- 1. A position wherein gainful engagement (employment) in an occupation, business, trade, profession, etc., is performed for production of goods or services;
- 2. A position that is a permanent job for which continuation of employment is not dependent on funds provided through the Texas Community Development Program;
- 3. A position that provides employment for 1,820 hours or more per year and 35 hours or more per week.

Part Time:

- 1. A position wherein gainful engagement (employment) in an occupation, business, trade, profession, etc., is performed for production of goods or services;
- 2. A position that is a permanent job for which continuation of employment is not dependent on funds provided through the Texas Community Development Program
- 3. A part-time job is generally defined as permanent employment for at least 1,040 hours per year and 20 hours or more per week per person on an annualized basis. Two part-time jobs equal one full-time job. Employees working less than 20 hours per week will not be considered as part of job creation.

² As per the Contract between TDA and Kendall County, documentation must be provided within 6 months of the contract start date and TCF Grant funds cannot be drawn until documentation is provided to TDA.

In addition, an ending payroll report shall be submitted with the closeout documents, to document the number of permanent jobs retained and/ or created and identify the LMI persons.

5. EMPLOYEE CERTIFICATION REPORT: The Company shall submit to TCF Contractor the Employee Certification Report, the first page of the Texas Workforce Commission Report and if the Company has more than one (1) location in Texas, a Quarterly Payroll Report, no later than the fifth (5th) day of the second (2nd) month after the calendar quarter end.

6. REPAYMENT OF GRANT FUNDS: The Company shall be liable to the TCF Contractor for an amount not to exceed the Department's maximum contractual obligation (\$450,000) in the event that Company fails to satisfy the terms of this Agreement such that any repayment of TCF Contract funds is required by the Department. In addition, the Company understands and agrees that the Company is responsible in the event that the job creation and/or retention requirement is not met within the contract period, and will repay a pro-rated amount of the grant contract, as determined by the Department, based on the number of jobs not created and/or retained. Company agrees to pay directly to the TCF Contractor an amount equal to the repayment amount required by the Department, and agrees to pay TCF Contractor for any outstanding expenditures for project engineering, administration, acquisition or construction activities for work performed, materials purchased, or other related costs incurred prior to the date that Company's failure to satisfy the terms of this Agreement becomes known to TCF Contractor. All payments shall be furnished by Company to TCF Contractor within thirty (30) days of request. The TCF Contractor will be ineligible to receive any TxCDBG funds, including new awards and funds under existing grant contracts, until the repayment is complete.

7. ASSET RESTRICTION: Assets are restricted from being transferred out of the Company without the Department's written consent except during the normal course of business (i.e. cash, fixed assets used in the production process and accounts receivable) during the contract period.

8. TAXES: The Company certifies that all state and federal taxes are currently paid or shall be paid within thirty (30) days of Date of Execution and all future taxes shall be paid when due. The Department or the TCF Contractor may require at any time that the Company provide proof of payment of these taxes.

9. ON-SITE VISITS: TCF Contractor and the Department shall be allowed to have access and make quarterly on-site visits to the Company to assess or monitor the progress toward job creation and requiring the Company to provide to local officials at the time of on-site visits information regarding job creation and any other information deemed necessary by the TCF Contractor and the Department to administer the TCF contract and the agreement between the Company and the TCF Contractor.

10. RECORDS: The Company shall maintain records and reports regarding the documentation of LMI job creation and LMI percentages, LMI benefit and beneficiaries by race, ethnicity, gender and disability status in the same manner and to the same extent as the Department requires of TCF Contractor. Any business that does not gather, complete and provide this data will not satisfy the National Program Objective requirement to benefit low and moderate income families.

11. OWNERSHIP: The Company's principals are restricted from reducing their proportionate Company ownership without prior written approval from the TCF Contractor and the Department during the contract period.

12. PERMITS: The Company shall obtain any and all applicable permits or approvals required by any federal, state or local entity or regulatory agency with jurisdiction.³

13. UNDOCUMENTED WORKERS: The Company certifies that it does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from TCF Contractor, the Company is convicted of a violation under 8 U.S.C. 1324a(f), the Company shall repay the amount of the public subsidy with interest,

³ As per the Contract between TDA and Kendall County, documentation must be provided within 18-months of the contract start date and TCF Grant construction funds cannot be drawn until documentation is provided to TDA. If documentation is not provided within 18-months of the contract start date, TDA may terminate the project.

at the rate and according to the other terms provided by an agreement under Subtitle F, Title 10 of the Texas Government Code Sec. 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

14. CERTIFICATE OF FLOOD INSURANCE⁴: In the same manner and to the same extent that the Department requires of TCF Contractor, the Company shall provide the TCF Contractor with a copy of a certificate of insurance verifying flood insurance covering the Company's project site specified in Exhibit A or an original signed statement from the TCF Contractor's authorized signatory that indicates such property does not require flood insurance.

15. START OF BUILDING CONSTRUCTION⁵: Company shall provide to the TCF Contractor evidence of the start of building construction on the Company's project site as specified in Exhibit A.

16. PROJECT SIGNAGE: All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the TCF Contractor. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- construction of durable materials;
- minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text:

"This project is funded by the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

17. CONSTRUCTION COST OVERRUNS/OVERSIZING: Pursuant to the terms of the TCF Contract, TCF grant funds can only be used for the "minimum necessary" infrastructure activities that are needed to adequately serve only the Company and cannot be used for oversizing or extra activities and/or cost overruns. Therefore, under this agreement, the party responsible to pay for all costs related to oversizing or extra activities and/or all cost overruns is the Company.

TCF Contractor and its agents shall use all reasonable efforts to ensure that plans and specifications for construction are the "minimum necessary" infrastructure activities and are designed/constructed such that they may be completed within the available TCF Contract construction budget of \$ 353,000.00.

Upon receipt of the bid tabulation, TCF Contractor shall notify the Company of potential cost overruns known to TCF Contractor. TCF Contractor shall not award a contract or execute an agreement that exceeds the TCF Contract funds available without prior written authorization by Company.

TCF Contractor shall not make or approve contract change orders that extend the scope of work beyond the "minimum necessary" activities required to satisfy the TCF Contract Performance Statement. In the event that a change order(s) that exceeds the available grant funds is required, TCF Contractor shall not execute the change order without prior written approval from the Company.

If cost overruns occur, or if construction costs include extra activities, oversizing, or providing infrastructure greater than the minimum necessary quantities identified in Item 2, these cost must be paid prior to drawing grant construction funds and the Company must provide supporting documentation that includes copies of invoices and proof of payment.⁶

⁴ As per the Contract between TDA and Kendall County, documentation must be provided within 18-months of the contract start date and TCF Grant construction funds cannot be drawn until documentation is provided to TDA. If documentation is not provided within 18-months of the contract start date, TDA may terminate the project.

⁵ As per the Contract between TDA and Kendall County, documentation must be provided within 18-months of the contract start date and TCF Grant construction funds cannot be drawn until documentation is provided to TDA. If documentation is not provided within 18-months of the contract start date, TDA may terminate the project.

⁶ As per the Contract between TDA and Kendall County, TCF Grant construction funds cannot be drawn until documentation is provided to TDA.

If Company fails to authorize cost overruns or change orders for any portion of the \$353,000.00 TCF Contract budget that are for activities required to complete the "minimum necessary" activities such that the TCF Contractor is unable to satisfy the terms and conditions of the TCF Contract and the Department demands repayment or reimbursement of sums previously approved and paid by the Department to TCF Contractor, the Company shall pay all such sums on demand by TCF Contractor. In addition, the Company shall pay any and all outstanding construction, acquisition, engineering, and administration costs incurred by TCF Contractor that have not yet been paid by the Department.

If cost overruns occur in any portion of the \$353,000.00 TCF Contract budget which were not anticipated by TCF Contractor and are not proximately caused by the sole negligence of TCF Contractor, Company shall be responsible for payment of all such costs upon demand by TCF Contractor.

18. SERVICE AGREEMENTS: TCF Contractor must provide a copy of the infrastructure agreement between the TCF Contractor and the service providers that outlines the construction, maintenance, and services provided, including the term for providing the service, for the gas and electric improvements listed in Exhibit A. This agreement also allows the service providers to participate in the construction and /or supervision of the construction of the improvements specified in Exhibit A at the TCF Contractor's discretion and to the extent permitted by law.

19. UNIFORM RELOCATION ASSISTANCE AND/OR REAL PROPERTY ACQUISITION POLICIES ACT OF 1970:⁷ TCF Contractor shall ensure that all acquisition of real property, easements and/or rights-of-way, for this proposed project be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.), HUD implementing regulations (49 C.F.R. Part 24) and submit a real property acquisition report. In the same manner and to the same extent that the Department requires of TCF Contractor, Company shall submit to TCF Contractor certification from the TCF Contractor's authorized signatory or legal counsel that all warranty deeds, easements and/or rights-of-way have been recorded or real estate acquisition was not required for both private and public real property. Company shall grant by donation to TCF Contractor all necessary easements or rights-of-way pertaining to the Project Activities under the TCF Contract.

20. CERTIFICATE OF OCCUPANCY: Company shall notify TCF Contractor in writing of the date that the Company occupies the Project Site. Within 60-days of occupancy, the Company shall provide a copy of the Certificate of Occupancy issued by the appropriate local authorities and a current payroll. If the Certificate of Occupancy is not required or issued, the Company shall submit a letter from the project engineer or other party approved by the Department in order to document occupancy of the Project Site. The date of occupancy will determine the first date that jobs created or retained by the project may be considered eligible.

21. MATCHING FUNDS⁸: In the same manner as the Department requires of the TCF Contractor, the Company shall submit to TCF Contractor a ledger with support documentation that includes copies of invoices and proof of payment (i.e. paid receipts, canceled checks, wire transfer receipt) documenting match expenditures in the minimum amount of \$450,000.00 including \$425,000 in Real Estate Equity and \$25,000 in Working Capital within sixty (60) days of expenditure of funds, but no later than thirty (30) days prior to Date of Termination.

22. ENDING PAYROLL⁹: The Company shall submit to the TCF Contractor an ending payroll, which may be in electronic file format, verifying the number of persons employed at the Comfort, Texas, location for the close out of this contract.

The Final Payroll Report for the Company must report all employees working for the Company as of the grant contract start date AND all employees hired within the contract period for job creation requirements. For **each employee** the report must contain at a minimum:

⁷ As per the Contract between TDA and Kendall County, TCF Grant construction or acquisition funds cannot be drawn until documentation is provided to TDA. If documentation is not provided within 18-months of the contract start date, TDA may terminate the project.

⁸ As per the Contract between TDA and Kendall County, documentation must be provided 30 days prior to the contract end date and TCF Grant contract cannot be closed out until documentation is provided to TDA.

⁹ As per the Contract between TDA and Kendall County, documentation must be provided 30 days prior to the contract end date and TCF Grant contract cannot be closed out until documentation is provided to TDA.

- a) the employee's full name,
- b) unique employee identification number per location,
- c) the employee's gender and ethnicity,
- d) the date the employee was hired;
- e) the total wages earned; and
- f) an indication of whether employee is full time or part time as defined in the current version of the TxDBG Project Implementation Manual (for each part time job, employer must document total hours worked per week).

23. COMPANY FINANCIAL STATEMENTS: During the contract period and when requested by the Department, the Company shall submit to TCF Contractor a copy of the Company's compiled Balance Sheet and Income Statement or an audited Balance Sheet and Income Statement.

24. HAZARD AND LIABILITY INSURANCE¹⁰: The TCF Contractor shall provide the Department with a copy of a certificate of hazard and liability insurance coverage for the Company's real estate improvements located on the project site within sixty (60) days of construction completion, but no later than thirty (30) days prior to contract's expiration date. This coverage shall be equal to the building's replacement value and names the TCF Contractor as a loss payee.

25. TDLR APPROVAL: The Company shall provide a copy of the final Inspection Approval Letter from the Texas Department of Licensing and Regulation for the plans and specifications specified in Exhibit A.¹¹

26. VIOLATION OF LAW: Company shall not use the Project Activities constructed under the agreement between the Department and TCF Contractor in violation of any Texas laws or regulations.

27. REPRESENTATION: Company warrants and represents, which warranties and representations shall be continuing during the contract period that Company utilizes no trade names in the conduct of its business, except as disclosed above, has not changed names, or acquired any other business, other than indicated hereinabove.

28. NAME CHANGE: Company will notify TCF Contractor in writing prior to any change in Company's name, or if an organization, any change in identity or structure.

29. DEFINITION OF TERMS: Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning therein stated.

30. SUCCESSORS: This agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.

31. IF UNENFORCEABLE: If any provision of this agreement proves unlawful or unenforceable by a court having jurisdiction over the parties or the subject matter, such provision shall be severable from the other provisions of this agreement, and all remaining provisions shall be fully enforceable.

32. MAIN CONTACT PERSONS: The main contact person for the Company is John Nichols for employee related issues, grant closeout, construction progress, and all other issues. The main contact person for TCF Contractor is Corinna Speer, County Auditor.

33. GOVERNING LAW AND VENUE: This agreement shall be governed by the laws of Texas, which State shall also be deemed the place where this agreement was entered into and the place of performance and transaction of business of the

¹⁰ As per the Contract between TDA and Kendall County, documentation must be provided 30 days prior to the contract end date, and TCF Grant contract cannot be closed out until documentation is provided to TDA.

¹¹ As per the Contract between TDA and Kendall County, documentation must be provided 30 days prior to the contract end date and TCF Grant contract cannot be closed out until documentation is provided to TDA

parties. In the event of litigation pertaining to the agreement, the exclusive forum, venue and place of jurisdiction shall also be Kendall County, Texas, and the State of Texas unless otherwise designated in writing by TCF Contractor.

34. SPECIAL CONDITIONS: Any other relevant details or special conditions placed on this agreement as outlined in the agreement between TCF Contractor and the Department and the then current Texas CDBG Implementation Manual, policy issuances, or any other program requirements, to include all program related compliance responsibilities shall be incorporated into this agreement for all purposes as if they were written here.

35. AUTHORITY TO MAKE AND USE COPIES: Company authorizes TCF Contractor to make copies, photocopies, reproductions and other facsimiles (copies) of this original agreement for the purpose of filing and for any other purposes permitted as if such copies were the original.

36. TERM OF AGREEMENT: The term of this agreement shall commence upon its execution by the parties and shall be completed either by termination date of the TCF Contract between TCF Contractor and Department or upon completion and close out of the TCF Contract between TCF Contractor and the Department, whichever is later.

37. ADDITIONAL SERVICES: The Company shall pay all fees charged for additional engineering, architectural, and administrative services associated with the TCF Contract activities that are a result of any action or request by the Company. Additional service fees shall be determined by the rates and terms stated in the engineering and administrative services agreements executed by TCF Contractor and attached hereto and incorporated by reference herein.

38. ADDITIONAL ADMINISTRATIVE FEES FOR WORK BEYOND 36 MONTHS: Should the Company fail to meet its job creation and reporting obligations under this Agreement or the TCF State Contract during the original 36-month period, the Company shall be responsible for activities required to maintain the TCF Contractor's compliance with the terms of the State Contract. Fees are payable directly to the TCF Contractor's grant administrator: Extension Request Fee of \$500.00: Fee includes preparation and processing of amendment documents required to submit an Extension Request to TDA in order to allow additional time for the Company to fulfill its job creation and reporting requirements under this Agreement and/or the TCF Contract. Fee is due and payable directly to the grant administrator on the submission date of the Amendment Request to extend the contract. Quarterly Reporting Fee of \$500.00 per Quarter: Fee includes preparing and processing of quarterly reports as outlined in Section 5 of this Agreement. Fee is due and payable directly to the grant administrator on the first business day of the quarter for all quarters that the project remains open after the original 36-month period.

39. ADMINISTRATIVE FEES FOR ADDITIONAL LABOR STANDARDS SERVICES: If TCF Contractor's grant administrator must furnish Additional Labor Standards services beyond its contracted scope of work, such services shall be paid for by the Company directly to the grant administrator at an hourly rate of Seventy-five and no/100 Dollars (\$75.00). Additional Labor Standards services shall be required when: 1) a prime construction contractor utilizes more than three (3) sub-contractors; and/or 2) there are more than two (2) prime construction contracts.

40. HOLD HARMLESS AND INDEMNITY: In the event Company fails to perform its Contractual obligations under this agreement Company shall hold harmless and indemnify TCF Contractor from any and all claims, demands, causes of action, obligations and liabilities resulting from or caused or created by said failure of Company, including but not limited to and by way of illustration and not limitation, the following: a failure to pay change orders, a failure to pay cost overruns, a failure to perform its obligations regarding job creation, etc.

41. ATTORNEY'S FEES: The prevailing party in any dispute concerning the interpretation and enforcement of this agreement shall be entitled to its reasonable attorney's fees.

IN WITNESSETH HEREOF, the Company and TCF Contractor have executed this Agreement as of the date indicated above.

AJW Architectural Products

By: _____

Its: PRESIDENT

County of Kendall

By: _____

Its: COUNTY JUDGE

ATTEST:



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION**

SUBJECT	EMS Building Project
DEPARTMENT & PERSON MAKING REQUEST	County Judge, Darrel L. Lux LMD Architects, Lorraine Dailey MJ Boyle, David Goetz
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving the Kendall County EMS Design Development construction budget and authorizing the Construction Manager to move forward with the Construction Document Phase.
REASON FOR AGENDA ITEM	To move forward with the EMS Building Project
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	EMS Department
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Emergency call after hours for facilities maintenance
DEPARTMENT & PERSON MAKING REQUEST	Facilities Maintenance Robert Kinsey, Facilities Manager
PHONE # OR EXTENSION #	830-413-0618
TIME NEEDED FOR PRESENTATION	5 min.
WORDING OF AGENDA ITEM	Consideration and action to pay Facilities Maintenance employee for emergency call out time.
REASON FOR AGENDA ITEM	Water problem at jail
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Robert Kinsey
ADDITIONAL INFORMATION	None



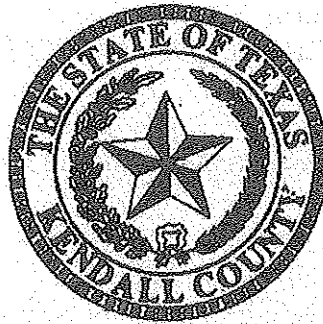
KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Advertise and Bid Roof Replacement Ring Mountain Event Center
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to authorize the Parks Director to solicit bids and accept low bid for replacing roof at Joshua Springs Park and Preserve Ring Mountain Events Center.
REASON FOR AGENDA ITEM	Solicit bids for replacing roof at Ring Mountain Events Center
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

Specifications for:

COUNTY OF KENDALL



ROOF REPLACEMENT –
RING MOUNTAIN EVENT CENTER
JOSHUA SPRINGS PARK AND PRESERVE

BID NO. 2015.07

JUNE 2015

Kendall County Auditor
201 East San Antonio
Suite 113
Boerne, Texas 78006
(830) 249-9343

KENDALL COUNTY, TEXAS
INVITATION FOR BID
INSTRUCTIONS/TERMS OF CONTRACT

The Commissioner's Court of Kendall County, Texas will receive bids for: **ROOF REPLACEMENT – RING MOUNTAIN EVENT CENTER (RMEC), JOSHUA SPRINGS AND PRESERVE.**

TO PROVIDE for a contract beginning on June 30, 2015.

IT IS UNDERSTOOD that the Commissioners' Court of Kendall County, Texas reserves the right to accept or reject any or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Kendall County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as:

ROOF REPLACEMENT – RMEC - BID NO. 2015.07

SEALED BIDS SHALL BE SUBMITTED TO:

KENDALL COUNTY AUDITOR'S OFFICE 201 EAST SAN ANTONIO, SUITE 113 BOERNE, TEXAS 78006

AND RECEIVED NO LATER THAN:

Tuesday, June 30, 2015 at 10:00 a.m.

**ALL BIDS MUST BE RECEIVED IN COUNTY AUDITOR'S OFFICE BEFORE
OPENING DATE AND TIME – NO LATE BIDS WILL BE ACCEPTED**

To obtain results, or if you have any questions, please contact the Kendall County Auditor's Office at 830/249-9343.

GENERAL INFORMATION

FUNDING: Funds for payment have been provided through the Kendall County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Kendall County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Kendall County is not responsible for lateness of mail, carrier, etc. and time/date in Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid shall not be withdrawn or canceled by the vendor for a period of ninety (90) days following the date designated for the receipt of bid, and vendor so agrees upon submittal of their bid.

SALES TAX: Kendall County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

CONTRACT: This bid, when properly accepted by Kendall County, shall constitute a contract equally binding between the successful vendor and Kendall County. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Kendall County Auditor's Office.

DELIVERY: All delivery and freight charges (FOB Kendall County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful vendor shall give written notice to the Auditor's Office immediately if delivery schedule cannot be met. If delay is foreseen, successful vendor shall give written notice to the Auditor's Office. The county has the right to extend delivery time if reason appears valid. Successful vendor must keep the Auditor's Office advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Kendall County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this invitation for bid will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the vendor has not taken exceptions and shall hold the vendor responsible to perform in strict accordance with the specifications of the invitation. Kendall County Commissioners' Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

ADDENDA: Any interpretations, corrections or changes to this Request for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Kendall County Auditor's Office. Addenda will be mailed to all who are known to have received a copy of this Request for Bid. Vendors shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of material.

DESIGN~ STRENGTH~ QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS: A prospective vendor must affirmatively demonstrate their responsibility. A prospective vendor must meet the following requirements:

- 1.) have adequate financial resources, or the ability to obtain such resources as required;
- 2.) be able to comply with the required or proposed delivery schedule;
- 3.) have a satisfactory record of performance;
- 4.) have a satisfactory record of integrity and ethics
- 5.) be otherwise qualified and eligible to receive an award.

Kendall County may request representation and other information sufficient to determine vendors' ability to meet these minimum standards listed above.

VENDOR SHALL PROVIDE with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Kendall County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Kendall County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Kendall County reserves the right to award canceled contract to the next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Kendall County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Kendall County reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful vendor.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Kendall County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above and shall be mailed directly to the **Kendall County Auditor's Office, 201 East San Antonio St. #113, Boerne, Texas 78006.**

PAYMENT will be made upon receipt and acceptance by the County of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fL.T.C.S. Successful vendor(s) is required to pay subcontractors within ten (10) days of receipt of their payment.

Under the provisions of Section 154.045 of the Local Government code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful vendor(s) unless all county taxes are in a current paid status.

WARRANTY: Successful vendor shall warrant that all products shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Kendall County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Kendall County.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Kendall County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE: Before commencing work, the successful vendor shall be required at his own expense, to furnish the Kendall County Auditor's Office within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract.

- a) Workers' Compensation in accordance with State Territorial Worker's Compensation Laws; and Employers' Liability Insurance.
- b) Public liability and property damage insurance including independent contractor's liability, covering, but not limited to, the liability assumed in the indemnification provisions (as specified in the IFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
- c) Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,00.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful vendor shall include, by endorsement to the policy, a statement that a notice shall be given to Kendall County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Request for Bid and Specifications should be directed to the Kendall County Auditor's Office at 830/249-9343.

REQUEST FOR BID AFFIDAVIT

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying Bid. The Period of acceptance of the bid will be _____ calendar days from the date of the bid opening. (The period of acceptance will be ninety (90) calendar days unless otherwise indicated by offeror.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who appeared after

being by me dully sworn did depose and say:

"I, _____ am a duly authorized officer/agent for

_____ and have been duly authorized to execute

the foregoing on behalf of the said _____.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities offered, or to influence any person or persons to offer or not to offer thereon."

Name of Bidder: _____

Address of Bidder: _____

By: _____ Title: _____

Telephone: _____ Fax: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this _____ day of _____, 2015.

NOTARY PUBLIC IN THE STATE OF _____

KENDALL COUNTY, TEXAS
ROOF REPLACEMENT – RING MOUNTAIN EVENT CENTER
SPECIFICATIONS
BID NO. 2015.07

Scope: To provide and install a 24 gauge galvalume standing seam roof (Approx. 6500 sf) for the Ring Mountain Event Center (RMEC) located at Joshua Spring Park and Preserve.

Specifications;

- Tear off, remove, and dispose of existing clay tile roof.
- Remove and consolidate existing gutters for salvage by Kendall County.
- Inspect all roof components (Decking, fascia, vents, sky lights, and any other protrusions) and report findings to Kendall County Development Manager and provide recommendations for repair or replacement.
- Repair/ Replace decking and roof components as agreed by Kendall County.
- Dry in roof with a synthetic underlayment (equivalent to 30 lb. felt)
- Provide and Install 24 gauge galvalume standing seam roof in continuous panels with all accompanying flashings.
- Provide and install continuous ridge vent along all applicable ridges.
- Provide and install all valley, hip, sidewall, and headwall flashings.
- Provide and install all masonry counter flashing with 24 gauge material
- Provide and install all vent and other roof penetration flashing.
- Use a poly flexible type sealant for all vent and penetration flashing.
- Provide and install seamless gutter system with scuppers in lieu of down spouts in a bronze or brown finish.
- Provide onsite portable toilet facilities.
- Roof to be dried in and water tight by end of work day.

To be bid separately:

- Replace and paint to match any damaged fascia boards. (To be paid per bid by linear foot of 2x8, 2x10, and 2x12 face v- grooved fascia board)
 - Replacement of damaged decking. (To be paid per bid by full sheet price of 23/32 or 3/4 CDX sheathing.)
-
-

Job site must be clean and organized daily. Work to be performed Monday through Thursday from dawn to dusk only. By end of work day on Thursday of each week job site must be completely clean of debris, waste and trash as this is a functioning event center that will operate during construction on Friday, Saturday and Sunday. A roll top dumpster must be on site at all times and must be tarped or covered when workers are not present.

There will be no pre-bid meeting, Compliance Inspector will be available to meet, with 24 hour notice at job site for questions and to view job.

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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Road History Forms
DEPARTMENT & PERSON MAKING REQUEST	Mike Howle - GIS
PHONE # OR EXTENSION #	830-331-8245
TIME NEEDED FOR PRESENTATION	5 min.
WORDING OF AGENDA ITEM	Consideraton and action on accepting the road history forms for Sabinas Mtn. and Grace Way per amending plat approved May 26, 2015
REASON FOR AGENDA ITEM	To have record in road history forms files in clerks office
IS THERE DOCUMENTATION	Yes, road history forms
WHO WILL THIS AFFECT?	Precinct 4, Private owner
ADDITIONAL INFORMATION	None

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date:

Final Plat Approved:

August 27, 2012

ROAD NAME

SABINAS MOUNTAIN RD. RENAMED TO "GRACE WAY" per plat approved by C.C. May 26th, 2015 item 22.

PRECINCT

4

GRID/X,Y

G/13 & H/13

ROAD TYPE

GA

ROAD CLASS

PU

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

ORIGIN OF ROAD

SABINE RD. @3215 FT (0.609 MI.) TO THE LEFT

END OF ROAD

SABINE RD (LOOP)

SUBDIVISION

INSPIRATION HILLS

LENGTH (miles/ft)

3510 FT (0.664 MI)

ROAD SURFACE (paved/base)

CONCRETE 6" THICK

ROAD SURFACE WIDTH

20 FT

CONDITION/DATE

Jan 15, 2014

Check one:



EXCELLENT



GOOD



FAIR



POOR

CONSTRUCTION ACCEPTED

N/A

MAINTENANCE ACCEPTED

N/A

VOLUME

0

PAGE

0

VOLUME

0

PAGE

0

ROW WIDTH

VARIES

ROW OWNERSHIP

PRIVATE

ROW METES AND BOUNDS RECORDED

VOLUME

7

PAGE

78

Date

Aug 27, 2012

BRIDGES

NONE

WEIGHT LIMIT

N/A

SPEED LIMIT

N/A

STRIPED

NONE

SIGNAGE

NONE

CULVERTS

MULTIPLE

ADDRESS SCHEME / CHECK ONE:



1999 & BEFORE = 211'



2000-06/30/05 = 5.28'



07/01/05 - 25.0'



PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To:

145

LEFT (even) FROM:

2

To:

144

TELCO:

GVTC

EXCHANGE:

SABINA

SCHOOL DIST.

BOERNE

ELECTRIC:

BANDERA

ZIP CODE:

78006

WATER PROVIDER:

N/A

☒ CO. Inspector

☐ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date:

Final Plat Approved:

ROAD NAME

GRACE WAY

PRECINCT

4

GRID/X,Y

G/13 & H/13

ROAD TYPE

GA

ROAD CLASS

PU

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

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INSPIRATION HILLS

LENGTH (miles/ft)

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ROAD SURFACE (paved/base)

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Check one:



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VOLUME

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VOLUME

7

PAGE

78

Date

AUG 27, 2012

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

N/A

STRIPED

N/A

SIGNAGE

N/A

CULVERTS

MULTIPLE

ADDRESS SCHEME / CHECK ONE:



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ZIP CODE:

78006

WATER PROVIDER:

N/A

☒ CO. Inspector

☒ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Seal Coat Work Road and Bridge
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to award the Base Bid for Single Course and Two Course Seal Coat work.
REASON FOR AGENDA ITEM	To award the bid.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	We sent 13 bid packs and had 3 responses. Big Tex Paving is the low bidder.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015
OPEN SESSION

SUBJECT	Emergency response
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor
PHONE # OR EXTENSION #	830-249-9343, ext 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Discuss and take action to pay Road and Bridge employees for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for flood related call out.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Road and Bridge Department, payroll
ADDITIONAL INFORMATION	None

KENDALL COUNTY
Road & Bridge Department

EMERGENCY RESPONSE TIME
Summary: May 2015

Employee Name	Date	Total Call Out Hrs	Compensated Time
Ricardo Flores	05/24/2015	8.25	8.25
Ricardo Flores	05/30/2015	3.0	3.0
Clint Gill	05/23/2015	4.5	4.5
Jose Guerrero	05/24/2015	11.5	11.5
Jose Guerrero	05/29/2015	3.0	3.0
Jose Guerrero	05/29/2015	3.0	3.0
Juan Guerrero	05/23/2015	8.0	8.0
Juan Guerrero	05/24/2015	11.0	11.0
Robert Haffner	05/23/2015	7.0	7.0
Robert Haffner	05/24/2015	10.5	10.5
Robert Haffner	05/30/2015	2.0	2.0
James Justice	05/23/2015	9.0	9.0
James Justice	05/24/2015	9.0	9.0
James Justice	05/29/2015	6.5	6.5
George Ludolf	05/24/2015	9.5	9.5
George Ludolf	05/30/2015	3.0	3.0
Jason Martinez	05/24/2015	9.0	9.0
Jason Martinez	05/29/2015	7.0	7.0
Jason Martinez	05/31/2015	2.0	2.0
Victor Nieto	05/23/2015	9.25	9.25
Victor Nieto	05/24/2015	9.75	9.75
Victor Nieto	05/25/2015	3.0	3.0
Victor Nieto	05/25/2015	3.0	3.0
Ken Oaster	05/23/2015	4.5	4.5
Ken Oaster	05/24/2015	7.5	7.5
Zachary Pape	05/23/2015	2.0	2.0
Zachary Pape	05/24/2015	10.25	10.25
Charley Rust	05/23/2015	9.5	9.5
Charley Rust	05/24/2015	9.75	9.75
Charley Rust	05/25/2015	6.0	6.0
Charley Rust	05/29/2015	2.5	2.5
Todd Rutherford	05/24/2015	9.0	9.0
Todd Rutherford	05/29/2015	7.5	7.5
Todd Rutherford	05/30/2015	3.0	3.0
William Shussler	05/23/2015	10.0	10.0
William Shussler	05/24/2015	11.0	11.0
Andrew Tharp	05/23/2015	4.0	4.0
Andrew Tharp	05/24/2015	8.5	8.5
Andrew Tharp	05/29/2015	2.5	2.5
Andrew Tharp	05/30/2015	2.5	2.5
Chase Woerner	05/23/2015	9.5	9.5

Employee Name	Date	Total Call Out Hrs	Compensated Time
Chase Woerner	05/24/2015	10.0	10.0
Chase Woerner	05/25/2015	7.5	7.5

The above listed employee(s) were called out to: Check Roads for flooding, set up barricades and clear debris.

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

Approximate grand total amount: \$7,040.95

Commissioners Court: 06/08/15



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/8/2015 OPEN SESSION	
SUBJECT	Jail management and case management services provided to Kendall County by Tyler Technologies.
DEPARTMENT & PERSON MAKING REQUEST	Darrel Lux, County Judge
PHONE # OR EXTENSION #	249-9343, Ext. 213
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning services provided to Kendall County by Tyler Technologies, including case management and jail management programs. Action may include amending existing agreement with Tyler Technologies to remove Jail Intake and Booking Module and add additional users to the Odyssey Jail Management application; or amending or terminating agreements with Tyler Technologies and initiating the process of selecting another provider.
REASON FOR AGENDA ITEM	Services currently being provided to Kendall County by Tyler Technologies are not satisfactorily accomplishing the desired objective. Problems concerning jail management may be remedied by amending an existing agreement. Problems concerning case management may not be easily resolved. It may be in the best interests of the County to evaluate similar services from other providers.
IS THERE DOCUMENTATION	Yes. Proposed amendments to the existing agreement and advertisements concerning other service providers.
WHO WILL THIS AFFECT?	Sheriff's Department, County Jail, District Clerk, County Clerk, County Attorney and Justice of the Peace offices.
ADDITIONAL INFORMATION	None

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. ("Tyler") and Kendall County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a certain Agreement dated October 28, 2013 (the "Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement to remove the Jail Intake and Booking Module application;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Jail Intake and Booking Module detailed in Exhibit 1 of the Agreement is hereby REMOVED from the Agreement effective May 1, 2016 at which time, Client's license to the same shall terminate absolutely and for all purposes. On such date, Client shall discontinue use of the said software and cause the same to be removed from Client's internal computing infrastructure, or rendered inoperable.
2. In consideration of the mutual covenants contained herein, Tyler shall issue Client a credit, to be applied at Client's discretion, in the amount of \$12,000.
3. As of May 1, 2016 Tyler shall have no further obligation to provide Maintenance Services with regard to the software removed hereby and Client shall have no further obligation to pay for the same. Upon the Effective Date of this Amendment, Client's annual Maintenance Fees shall be reduced by \$1,500 related to the software removed hereby.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Kendall County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. ("Tyler") and Kendall County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a certain Software as a Service and Professional Services Agreement dated November 18, 2009 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement to add the Odyssey Jail Manager application for twenty-two (22) additional Users and related implementation Professional Services;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Licensed Software detailed in the attached Schedule 1 is hereby ADDED to the Agreement effective April 1, 2016.
2. As a result of the additional Users added hereby, Client's total resulting User count qualifies for reduced per-user rates based upon Tyler's standard pricing categories. Client's Users as existing prior to the Effective Date of this Amendment shall be subject to a monthly per-user fee of \$250 beginning on April 1, 2016 through the remainder of the Term. Schedule 1 of the Agreement is hereby amended accordingly to account for this reduction in rate.
3. SaaS Fees for the Licensed Software added hereby shall be due in advance on a quarterly basis pursuant to the Agreement commencing on April 1, 2016 through the remainder of the Term. The per-user rate reflected in the attached Schedule 1 is based upon the rate category adjustment in paragraph 2 above.
4. The Professional Services detailed on the attached Schedule 1 are hereby ADDED to the Agreement. Tyler shall invoice Client for professional services, plus allowable expenses, monthly pursuant to the Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Kendall County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

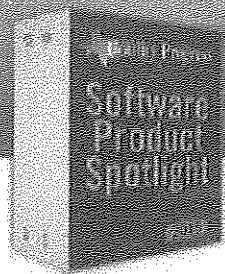
Title: _____

Date: _____

Date: _____

(Schedule 1)
Investment Summary

Software Licenses and ASP Fee			
Software Licenses			
	<u>No.</u> <u>Users</u>	<u>Cost/User</u> <u>per Month</u>	<u>SaaS Fee</u> <u>(Annual)</u>
Odyssey Online - Licensed Software			
Odyssey Jail Manager (Shift Users)	22	\$125	\$33,000
Mugshots			\$4,920
Jail Data Export (Single Vendor)			\$820
LiveScan			\$1,230
Total Users	22		
Total Annual SaaS Fee			\$39,970
Embedded Third Party Software			
None			
Implementation Services			
Professional Services			
	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
T&M Services			
Project Management	160	\$160	\$25,600
Deployment	24	\$150	\$3,600
Business Process Review	16	\$150	\$2,400
Setup, Configuration, and Consulting	200	\$150	\$30,000
VINES Integration Configuration			\$3,750
Training and Go-Live Assistance	264	\$145	\$38,280
Subtotal T&M Services			\$103,630
Estimated Travel Expenses			\$12,806
Total Implementation Services			\$116,436



SOFTWARE PRODUCT SPOTLIGHT

Graves Humphries Stahl, Ltd. (GHS)

Bringing new and innovative services to the marketplace has been the goal of GHS since its inception. How do we do it? Our method is simple: Sharing better information with our customers

faster than ever before.

As the only fully integrated Delinquent Collections and Case Management product, GHS offers services that start at the time of offense and end at disposition.

With growing state requirements and increasing case backlogs, working smarter has become just as important as working harder. Easy to use and even easier to learn, our ICON case management software will increase staff productivity.

Efficiency is key when it comes to running your Justice Courts. ITICKET was the first DPS citation interface created in the State of Texas. Since its release in 2010, it has auto-filed over 750,000 cases and saved courts countless hours of work. Today, ITICKET can be customized to work with your local law enforcement offices, as well. With a simple request from your office, GHS will provide your ticket writer software provider with all of the necessary information to create a custom interface for your county.

GHS' collections solutions have helped courts all across Texas transform their offices into a model of efficiency. All of the following can be done with NO assistance from your clerks!

- Send cases to GHS for Delinquent Collections
- Auto-filing cases with OMNIBase
- Auto-generating NRVC's
- Online search engines for MVR suspension
- Online warrant search engines
- Courtesy Notices

Court Management Services
Graves Humphries Stahl, Ltd.

What can **GHS** do for me?

ICON

Payment Services

Warrant/FTA Services

Courtesy/Pre-Warrant Notices

Credit Card Processing & Internet Records Access

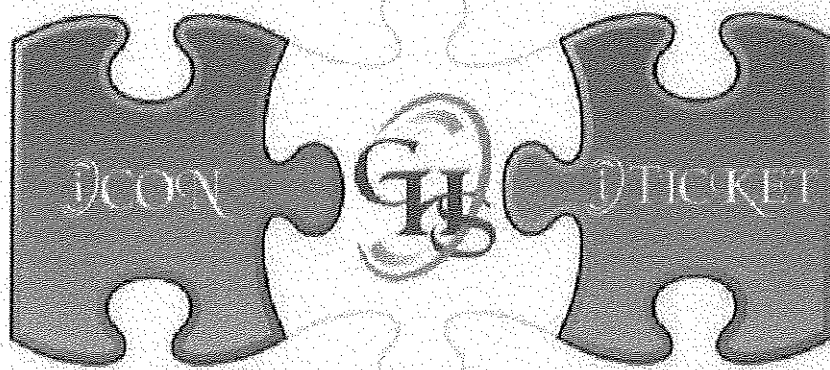
Automated Information Exchange

MVR Suspension (TxDOT) DL Suspension (OMNI/NRVC)

Interfacing with municipal court software and bringing our customers into a new era of court solutions that is revolutionizing the collections industry.

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1110 Enterprise Dr. • Sulphur Springs, TX 75482

SOFTWARE PRODUCT SPOTLIGHT



- Time payment telephone notices
- Receive collection information

We also have a solution to help you put the finishing touches on your court operations. Internet

Records Access (IRA) allows your defendants to look up their cases online and make payments in full as well as scheduled payments. This alleviates several problems such as payments made to the wrong court, those that can't be

identified, or payments made for the wrong amount.

While obtaining better information faster has always been the path to "getting ahead," GHS will never forget the most important piece of the puzzle: Our Customers! At the end of the day, we recognize that your offices need our help and support as much as you need quality products and services. We strive to have the most elite customer support staff in this market.

CourtView Justice Solutions

YOU ARE THE EXPERTS – SO YOU ARE IN CHARGE

We're not keen on telling Texas Courts how to shoehorn your business to fit our software. Instead, we've invested the time to build smarter systems that can quickly adapt to the way you do things – right now and as your procedures change over time. Flexible and modern case information management means that processes flow the way you want them to, not the way some other state or jurisdiction works. And really smart software like ours knows that certain rules must be enforced while others may allow alternatives or overrides. No worries, we have all that covered.

What You Need Is What You Get

Out-of-the-box, we deliver a system that meets Texas law, rules, and general court procedures. Then, if you'd like to add a few fields, change a display, reroute your workflow or the like, no problem – our configurable software lets you do that and more, including things like:

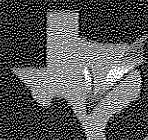
- » Tweaking guidelines and flow for each and every type of matter that you handle;
- » Establishing your own case milestones and triggers; and
- » Assigning your own teams and tasks to keep work moving.

Every input and output from intake to final monitoring is as automatic as you want it to be, whether triggering an exchange with the State, notifying participants about case activities, or producing notices, orders and other correspondence.

Texas County Progress

- Personalize your own dashboards and screens
- Define unique workflows
- Link to other agencies and systems
- Access information on any mobile smart device

CourtView
JUSTICE SOLUTIONS
(On the Texas DIRT!)





SOFTWARE PRODUCT SPOTLIGHT

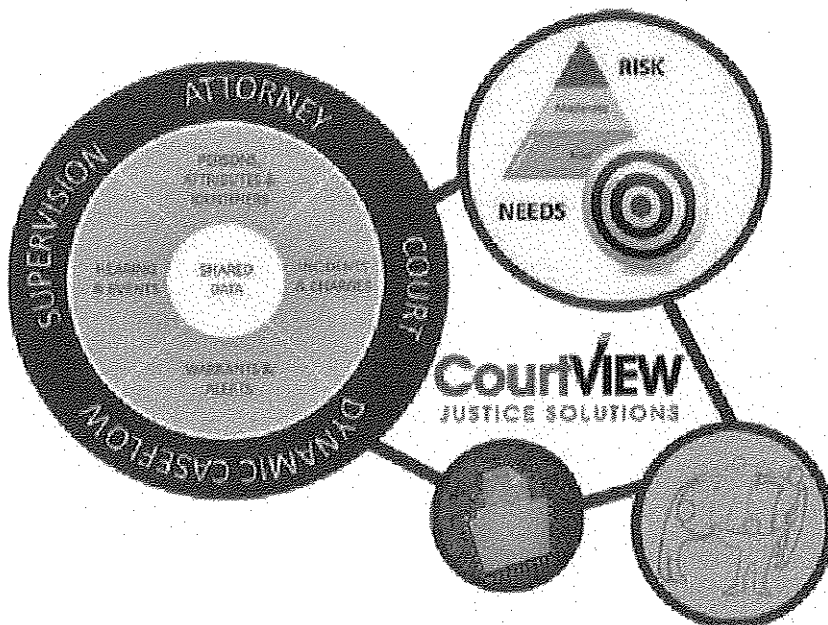
Nobody Helps You Connect the Dots Like We Do

At the counter, behind the bench, in the community, or anywhere in between, you need to stay as informed as possible. Quickly making sense of the information you collect is paramount to keeping your court running smoothly, whether it's knowing about other convictions

when assessing penalties, or considering past behaviors and needs when deciding bond or program eligibility.

All of our solutions can be completely interwoven, making it easy for you to receive information from and extend online services to attorneys, agencies and your citizens alike.

Of course, we think that configurability is key, so you get to decide what information is accessible by whom through adjustable data exchanges and secure access portals that you control.



Check us out, Texas! We're working alongside courts every day with more than 25,000 users who rely on our systems and services for:

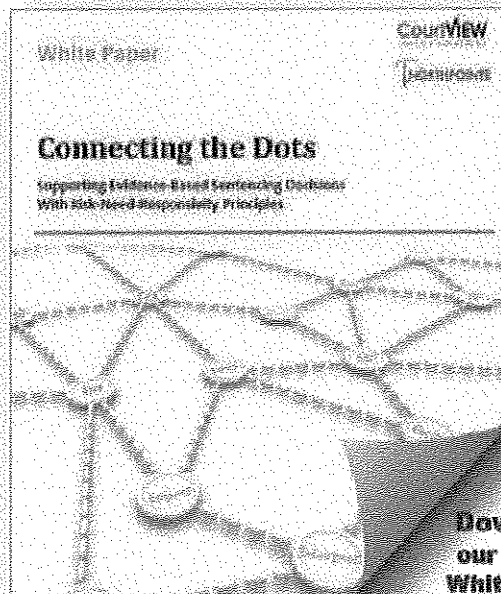
- Intelligent case management systems
 - » Courts
 - » Attorneys
 - » Supervision
- Integrated document and media management
- Evidence-based decision support
- Standard exchange APIs
- Configurable eService solutions
 - » JusticeFiling
 - » eAccess
 - » ePay

For more information or to schedule a demonstration, contact Gilbert Gonzalez at gilbert.gonzalez@courtview.com or phone Gil at 210-240-3366

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You are technology champions

You've embraced the click, the cloud, the drag and drop, the remote and online access to virtually every court matter. And you know that there are many more amazing advances "out there" - new and better ways to keep your cases moving and critical justice information flowing.

We couldn't agree more! So, we're taking care to build intelligent, dynamic systems - serving up information to those who need to know it at the earliest point possible. From e-intake through evidence-based decision support and online compliance tracking, we let you personalize screens, adjust workflow, and add your own rules and triggers to meet the ever evolving needs of your court.

Together, we are champions of the technology world. Take a look at the amazing advances we're making possible for courts today. Visit www.courtview.com/tc or call Gilbert Gonzalez at (210) 240-3366 to learn more.

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 NORTHPOINTE

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SOFTWARE PRODUCT SPOTLIGHT



Tyler Technologies Let Our Experience Lead to Your Success

Tyler Technologies has deep Texas roots spanning more than 30 years. We're collaborating with Texas clients by delivering comprehensive software solutions that encompass mission-critical services addressed daily. Tyler's Odyssey® — the industry leader in court case management software — serves 75 percent of the population of Texas. Odyssey also currently serves more than 100 million citizens across the nation, in 600 counties across 21 states.

From tax billing software to record management software, the Eagle™ product suite gives the county workforce the county

software they need to do their job effectively and efficiently. Our Eagle solution has become the software of choice for more than 40 Texas counties to transform their land and vital recording activities through innovation and cost-savings.

Tyler's deep understanding of the public sector is reflected in its solutions that cover these public sector areas:

- Appraisal & Tax
- Courts & Justice
- ERP Financial
- Records & Documents
- Planning, Permitting & Licensing
- Public Safety
- School

About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 13,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. Forbes has named Tyler one of "America's Best Small Companies" eight

times, and the company has been included six times on the Barron's 400 Index, a measure of the most promising companies in America. More information about Plano-based Tyler Technologies can be found at www.tylertech.com.

A graphic for Tyler Technologies featuring the text "tyler makes intentional" in a stylized font. Below this, it asks "Does your software provider understand how you work?" and lists several services: "Appraisal & Tax", "Courts & Justice", "ERP Financial", "Records & Documents", "Planning, Permitting & Licensing", "Public Safety", and "School". The Tyler logo is at the bottom right, with the tagline "empowering people who serve the public".

tyler makes intentional

Does your software provider understand how you work?

Appraisal & Tax
Courts & Justice
ERP Financial
Records & Documents
Planning, Permitting & Licensing
Public Safety
School

tyler
empowering people who serve the public