

COMMISSIONER	COURT	DATE:	7/27	/2015
OPEN SESSIO	N			

SUBJECT	Commissioners Court Meeting Minutes				
DEPARTMENT & PERSON MAKING	County Clerk's Office				
REQUEST	Sally W. Peters, Deputy Clerk/Administrative Assistant				
PHONE # OR EXTENSION #	830-249-9343, ext. 212				
TIME NEEDED FOR PRESENTATION	1 minute				
WORDING OF AGENDA ITEM	Consideration and action on the Minutes for July 13, 14, and 16, 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				



COMMISSIONER	COURT	DATE:	7/27/2015
OPEN SESSIO	N		

SUBJECT	Service awards July 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	Richard Pfeiffer Road and Bridge 40 Years
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



COMMISSIONER	COURT	DATE:	7/27/2015

**OPEN SESSION** 

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.
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:

JULY 27, 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 HUMAN RESOURCES BUDGET FOR POSTAGE EXPENSES. EXPENSES.

10-496-53110

**POSTAGE** 

10-496-53100

**OFFICE SUPPLIES** 

30

30

A BUDGET ADJUSTMENT IS NEEDED IN THE COURTHOUSE & RELATED BUILDINGS BUDGET FOR OFFICE SUPPLY EXPENSES.

10-510-53100

OFFICE SUPPLIES

150

10-510-53360

**UNIFORMS** 

- 150

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

10-542-56510

ALLOCATIONS-CAPITAL EXPENSES

500

10-542-54530

RADIO/RADAR - REPAIR & MAINT

500

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE DEPARTMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-545-53330

**OPERATING** 

+ 100

10-545-54540

VEHICLE-REPAIR & MAINT

40

10-545-53300

**FUEL & OIL** 

40

10-545-54523

SOFTWARE MAINTENANCE

100

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

10-560-54050

MEDICAL -OTHER

1,400

10-560-55530

OFFICE FURNITURE

1,400

A BUDGET ADJUSTMENT IS NEEDED IN THE HEALTH INSPECTOR'S BUDGET FOR OFFICE SUPPLY EXPENSES.

10-636-53100

**OFFICE SUPPLIES** 

300

ተ

10-636-53300

**FUEL & OIL** 

- 300



<b>COMMISSIONER COURT</b>	DATE:	7/27/	2015
OPEN SESSION			

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

#### FEES OF OFFICE REPORTS FY 2015

	OCT	NOV	DEC	JAN	FEB	MAR	APR	<u>MAY</u>	JUN	JUL	AUG	SEPT	Total
							A4 440 45	A	** D.4 ** 4 **				646 307 49
Animal Control	\$1,835.18	\$1,430.00	\$2,539.97	\$1,752.28	\$922.59	\$1,757.91	\$1,419.15	\$2,757.65	\$1,812.40				\$16,227.13
Brush Site	\$3,468.00	\$2,503.00	\$1,854.00	\$2,423.75	\$2,912.00	\$1,613.10	\$2,533.00	\$3,996.00	\$3,984.00	·			\$25,286.85
Constable 1	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$120.00	\$0.00	\$60.00					\$680.00
Constable 2	\$520.00	\$0.00	\$240.00	\$60.00	\$320.00	\$0.00	\$260.00	\$240.00	\$11.09				\$1,651.09
Constable 3	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00		.,		\$320.00
Constable 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00					\$60.00
<b>Elections-Public Info Fees</b>	\$5.00	\$0.00	\$44.10	\$10.10	\$0.00	\$10.00	\$0.00	\$5.00	\$0.00				\$74.20
Health Inspector	\$945.00	\$1,685.00	\$26,390.00	\$9,720.00	\$1,500.00	\$1,405.00	\$1,585.00	\$1,320.00	\$2,225.00		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$46,775.00
Parks	\$3,900.00	\$2,500.00	\$3,620.00	\$7,020.00	\$2,930.00	\$4,210.00	\$2,830.00	\$4,700.00	\$2,370.00				\$34,080.00
Recycling	\$0.00	\$1,853.65	\$0.00	\$1,555.67	\$0.00	\$1,581.41	\$0.00	\$1,893.82	\$0.00				\$6,884.55
Sheriff's Office	\$778.00	\$1,330.40	\$582.38	\$1,852.96	\$362.23	\$907.50	\$963.81	\$682.05	\$1,625.00				\$9,084.33
Solid Waste-Boerne	\$8,742.65	\$8,710.00	\$10,080.50	\$8,873.01	\$7,640.02	\$9,844.00	\$9,325.00	\$10,758.50					\$73,973.68
Solid Waste-Comfort	\$338.00	\$418.00	\$485.00	\$356.00	\$419.00	\$468.00	\$470.00	\$246.00	\$559.00				\$3,759.00
Treasurer	\$0.00	\$0.00	\$0.00	\$5.80	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00				\$35.80
The following reports cont	nin fana that	ara ramitta	d to the Stat	to of Tovas:							· · · · · · · · · · · · · · · · · · ·		
County Attorney Fees	\$105.00	\$55.00	\$40.00	\$40.00	\$110.00	\$170.00	\$153.10	\$166.39	\$137.34			,	\$976.83
	\$14,824.00	\$11,217.00	\$9,352.00	,,	\$18,932.83		\$18,515.25		\$17,205.00				\$140,990.33
County Clk Food of Ofe	\$41,963.35	\$33,216.78	\$43,119.63		\$36,118.45		\$49,098.18	\$44,283.85	\$49,795.61				\$379,775.60
County Clk-Fees of Ofc.	\$2,768.00	\$2,136.00	\$2,251.00		\$1,897.00		\$3,656.00	\$3,894.00	\$2,434.00				\$23,909.00
County Clk-Prob Fees		\$2,130.00 \$4,810.20	<del>-</del>		\$10,615.00		\$25,887.00		\$10,190.00				\$118,329.20
Development Mgt.	\$15,806.00	\$4,205.00		\$0.00	\$0.00		\$0.00		\$0.00				\$6,405.00
District Clerk-Citations	\$0.00		\$2,200.00 \$25,442.56	\$10,163.00	\$12,899.00		\$13,316.00	L	\$16,568.92				\$136,150.06
District Clerk-Civil	\$12,318.00	\$16,654.00		\$5,437.03	\$3,368.21	\$5,596.09	\$4,169.82		\$2,777.78				\$36,782.51
District Clerk-Criminal	\$2,564.06	\$3,481.73	\$4,213.49	\$4,061.13	\$6,542.54	\$5,530.05 \$5,530.15	\$4,511.06	· · · · · · · · · · · · · · · · · · ·	\$4,348.76		,	A. P	\$44,660.26
JP 1	\$6,879.36	\$4,229.56	\$3,559.14		\$5,061.67	\$5,526.56	\$5,805.67	\$5,079.79	\$2,956.07				\$42,407.20
JP 2	\$3,281.95	\$2,844.35	\$2,940.06	\$8,911.08	\$6,010.63		\$4,843.04		\$4,366.54				\$48,542.01
JP 3	\$4,364.24	\$4,028.03	\$5,686.63	\$9,391.04			\$4,643.04 \$18,871.52		\$12,196.52				\$154,220.79
JP 4	\$22,888.38	\$12,543.90			\$19,320.18		\$10,071.32	\$15,302.30	\$12,130.02				\$809,430.54
Tax Assessor	\$81,684.45	\$62,491.54	\$80,732.56	\$327,965.23	\$168,569.91	\$87,986.85	111 111 111 111 111 111 111 111 111 11						\$000, <del>1</del> 00.01
TOTAL	\$229,978.62	\$182,343.14	\$255,773.16	\$488,369.09	\$306,481.26	\$243,644.48	\$168,212.60	\$150,905.58					\$2,025,707.93
FY '14 Totals	\$201,611.61	\$165,958.20	\$188,682.29	\$519,625.17	\$341,242.82	\$290,814.32	\$1,238,306.09	\$253,456.52	\$239,220.42	\$241,241.69	\$224,952.21	\$226,905.89	\$4,132,017.23
for Comparison													



COMMISSIONER	COURT	DATE:	7/27/2015	5
OPEN SESSIO	N			

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



COMMISSIONER	COURT	DATE:	7/27/2015

**OPEN SESSION** 

SUBJECT	Electronic Recording MOU & ACH Form for County Clerk's Office
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Darlene Herrin, County Clerk
PHONE # OR EXTENSION #	Extension # 230
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration, Action & Approval to sign MOU & ACH form for Electronic Recording with e-Recording vendors (3 vendors)
REASON FOR AGENDA ITEM	PropertyInfo eSecure Portal will be discontinued
IS THERE DOCUMENTATION	Yes - Asst. County Attorney Bob Eason has reviewed the MOU & ACH Form
WHO WILL THIS AFFECT?	County Clerk's office and the general public
ADDITIONAL INFORMATION	MOU & ACH Forms for Corporation Service Company attached MOU & ACH Forms for SIMPLIFILE LC attached MOU & ACH Forms for eRecording Partners Network, LLC attached

# KENDALL COUNTY CLERK ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated July 27, 2015 is between Kendall County ("County"), Texas and Corporation Service Company ("Company") with offices at 2711 Centerville Road, Wilmington, DE 19808.

Kendall County desires to offer recording of real property documents by electronically receiving and transmitting documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The four levels of automation are as follows:

<u>Level 1</u> Submitting organizations transmit scanned image copies of ink signed documents to the county. The county completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

<u>Level 2</u> Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

<u>Level 3</u> Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

<u>Level 4</u> Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

#### **Program Eligibility**

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the County and Company to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

#### **County Requirements**

The Electronic Recording Program of Kendall County is defined by the requirements attached to this Memorandum of Understanding.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County following the specifications outlined. Company understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to the Company within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures interfere with the normal course of business, the County will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

Attachment D provides the payment options supported for the Electronic Recording program.

Attachment E is a list of PRIA Document Codes. A full list of documents codes used to electronically record documents in Kendall County is available once the Customer Information has been received and accepted by the County.

Attachment F is a memo to all eRecording submitters and tips for submitting documents electronically.

Once the document is recorded in the County, the original recorded document resides in the County records electronically. The County will not provide a hard copy of the document without a statutory fee.

#### Submitting Company Responsibilities

Company acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents Company intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, Company intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Company shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The Company and or its' employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

Company is responsible for the costs of the system or services provided by a third party that enables Company to meet the Electronic Recording Program requirements.

#### **General Understanding**

The County will not incur any liability for the information electronically transmitted by the Company.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the County nor Company shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

The County and Company will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. All rights and obligations of the parties under this Agreement shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the Company may have incurred or be subject to pursuant this agreement.

The County and Company acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the County and Company will meet once a month to discuss changes and additions to this Memorandum of Understanding.

galang kangan dalang kangganggang ang palah dalah dalah dalah kangganggan ang kalanggan dalah kanggan baharan

## Attachment A Technical Specifications

Format of the transmitted File

PRIA file format standard will be used. Images will be in Multi-page Group IV TIFF format.

Communications Protocol and Options

TCP/IP, HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, COUNTY reserves the right to revisit this at a later date with COMPANY. COMPANY acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with COUNTY to accommodate their use.

**Imaging Standards** 

Documents will be scanned at 200 dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured. Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of a 1" top margin and  $\frac{1}{2}$ " side and bottom margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.

* *		1	
1733	tia		
1 . 3 .	1.1.1	1.5	

### Attachment B Documents and Indexing Specifications

Eligible Document Types

All document types sized 8 ½" by 14" or smaller will be acceptable, with the following exceptions:

- 1. Military Discharges
- 2. Oversized documents (larger than  $8 \times \frac{1}{2}$ " x 14")
- 3. Documents requiring additional acknowledgements or certifications
- 4. Public Trustee Documents (excluding release of trust deeds which have been properly executed and have been processed by the Public Trustee's Office)
- 5. Death Certificates must be an original or certified copy from the original issuing agency

County Specific Document Type Coding

Please refer to Attachment E, PRIA Logical Data Dictionary, which lists all the acceptable "Document Types". It is COUNTY's intention to not reject documents based on "incorrect" or non-County specific document types. Rather the County will correct the document type as part of the acceptance process.

Indexing Fields for each Document Code

All documents submitted will require the minimum index fields:

Document Type and/or Document Code Number of Pages Recording Fee Returned To Party Name (which will be the Submitting Party Name)

**Document Imaging Quality Control Standards** 

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image.

Notary Requirements per Document

¥		٠.	T .	
1 1	iiti	13	10	
11	1 I L.	u	1.5	

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them.

COUNTY will not reject a document lacking a notary signature or seal as this is not a requirement of Texas statutes.

Inked notary seals are strongly recommended, in place of embossed notary seals which require "darkening" by the COMPANY prior to submittal.

Eligible Document Batches

Documents batches will be submitted by escrow account number. In no event will electronic document batches exceed 25 documents in any batch.

#### Attachment C Service Offering

Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days that the County Recording Office is open to the public for business. Documents will not be processed on county holidays, weekends, "snow days", etc., or in the event of network or equipment failure. COUNTY will attempt to notify COMPANY of any disruption in service.

**Processing Schedules** 

Document batches will be checked for and processed (accepted or rejected) between the hours of 8:00 a.m. and 1:00 p.m.

Document received after 1:00 p.m. but prior to 4:30 p.m., if not processed that day, will be processed the following business day.

**Turnaround Timeframe** 

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be returned to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be returned to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

¥		ĭ
111	itia.	l C

### Attachment D Payment Options

Company must set up means of payment to Kendall County before documents can be submitted for eRecording.

**Payment Options** 

Electronic Fund Transfers (EFT'S) are acceptable as the form of payment if agreed upon by County. EFT's will be summarized and paid on a daily basis (one payment daily) for all transactions received that day. Funds must be available in the COMPANY'S financial institution account at the time of submitting document(s) for recording, and fees for one day's recordings should be paid in full at the end of the day or the next business day following the recordation date.

Reporting and Reconciliation

COUNTY will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if not accompanied by EFT information. INTEGRATION VENDOR OR COMPANY will be responsible for submitting EFT information with each document batch, and for reconciling their records.

Requirements:

Sufficient funds must be available in COMPANY'S financial institution account at the time documents are submitted to COUNTY for recording. INTEGRATION VENDOR OR COMPANY will establish a daily notification system to County of EFT payment.

IF APPLICABLE - Escrow Prepaid Accounts, and only with prior approval of integration Vendor and agreed upon by County – The COMPANY must set up a prepaid account with the Recording Division of the Clerk's Office previous to submitting erecordings. Funds must be available in the COMPANY'S escrow account at the time of electronically submitting document(s) for recording. If sufficient funds are not available in the account to record the document(s), documents will be rejected and returned to sender.

**Exception Handling** 

Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by INTEGRATION VENDOR OR COMPANY within five business days of notification of the error.

	3 (3 )		 			
In	itials	3				Page 9

### Attachment E PRIA Document Codes

Doc Type Doc Code

ABSTRACT OF JUDGMENT ABSTRACT OF JUDGMENT

**ADDENDUM** ADDENDUM AFFIDAVIT AFFIDAVIT AGREEMENT AMENDMENT AMENDMENT APPOINTMENT APPOINTMENT ASSESSMENT ASSESSMENT ASSIGNMENT ASSIGNMENT ATRICLES ARTICLES BANKRUPTCY BANKRUPTCY BILL OF SALE BILL OF SALE

BOND BOND
BY-LAWS
CERTIFICATE
CERTIFICATE

CHILD SUPPORT LIEN CHILD SUPPORT LIEN

CONSENT CONSENT
CONTRACT CONTRACT
DEATH DEATH
DECLARATION DECLARATION

DEED DEED

DEED OF TRUST
DESIGNATION
DIRECTIVE
DISCHARGE
DISCHARGE
DISTRIBUTION
DIVORCE
DIVORCE
DIVORCE
DISCHARGE
DISCHARGE
DISTRIBUTION
DIVORCE
EASEMENT

FED TAX LIEN RELEASE
FEDERAL TAX LIEN
FEDERAL TAX LIEN
FINANCING STATEMENT
FINANCING STATEMENT

EXTENSION

HOME EQUITY

JUDGMENT

LEASE

LIEN

HOME EQUITY

LEASE

JUDGMENT

LEASE

LIEN

LIS PENDEN LIS PENDEN MARRIAGE MARRIAGE

MECHANICS LIEN MECHANICS LIEN MEMORANDUM MEMORANDUM

MERGER MERGER

MINERAL DEED MINERAL DEED
MISCELLANEOUS MISCELLANEOUS
MODIFICATION MODIFICATION

NOTICE NOTICE

EXTENSION

ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE
QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMENT

RELEASE
RENEWAL
RESCISSION
RESIGNATION
RESOLUTION
RESTRICTIONS
REVOCATION

RIGHT FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT
STATE TAX LIEN
STATE TAY LIEN BEL

STATE TAX LIEN REL

SUBORDINATION
TERMINATION
TRANSFER
TRUST
VARIANCE
WAIVER

WITHDRAWAL

ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE
QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMENT

REINSTATEMENT RELEASE RENEWAL RESCISSION RESIGNATION RESOLUTION RESTRICTIONS REVOCATION

RIGHT OF FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT STATE TAX LIEN

STATE TAX LIEN RELEASE

SUBORDINATION
TERMINATION
TRANSFER
TRUST
VARIANCE
WAIVER
WITHDRAWAL

Please note: A list of document codes used to electronically record documents in Kendall County, including the PRIA ones given above, is available and can be sent electronically to the company.

#### Attachment F

Memo To: All eRecording Submitters

From: Recording Division

Kendall County Clerk's Office

#### Please note:

If a document(s) is submitted to our office electronically more than once, the document(s) will be recorded each time it is submitted, and the submitter will be responsible to pay the applicable recording and documentary fees. Therefore, please be aware that if you submit a document twice electronically, you will be charged the fees twice and the document will be of record twice.

We cannot be responsible for knowing whether or not a package has been sent previously to our office for recording electronically. That is the sole responsibility of the submitter, just as it is in the manual recording of paper documents.

Please note, also, that it is not the responsibility of our office to know whether or not a document(s) is to be recorded in this county. As with paper documents, that is the responsibility of the submitter. Before submitting a package, please double check the legal description to be sure that you want the package recorded in Kendall County. During the electronic acceptance/rejection process before the package is accepted, should we happen to notice that a legal description appears to be in another county, we will reject it as a courtesy. However, if you submit a package in error to our county and the documents are recorded, you will be responsible for the applicable recording and documentary fees.

Thank you for your assistance in helping make electronic recording of documents a successful endeavor.

#### Tips for submitting documents electronically to Kendall County, Texas:

					you should									
а	reason f	or reje	ction, o	or an	error mess	age. <u>If</u>	you do not	<u>receive</u>	any m	<u>iessa</u>	<u>ige at a</u>	ll, do	not s	submit

the package again. Instead, contact our office so that we can check to see if we have received the package. (There have been at least a couple of circumstances when we received a package and accepted it, but due to a lost connection, the submitter did not receive a message). If you have scanned a package and sent it but are not certain it was received or rejected, do not send it again until you have contacted our department. Once you have contacted us, we will try to determine whether or not the package has been received. If we cannot make that determination, we will contact the eRecording vendor to obtain assistance in the matter.

- 2. If you do not already do so, you may want to consider making some type of immediate notation that indicates you have scanned and sent a package, to avoid the possibility of sending it more than once. Anytime, however, that you are not sure as to whether or not a package was sent, please do not hesitate to contact us before sending it again.
- 3. Before sending a package, please double check and verify that the legal description is in Kendall County or that you want the document recorded in Kendall County.

A final tip – Do not include punctuation when indexing the grantor and grantee unless it is a hyphen or slash.

#### **Service Help Contact Information**

COUNTY: Kendall County Clerk 201 E. San Antonio Street, #127 Boerne, Texas 7806 830-331-8230

COUNTY eRecording System Vendor:	Name: PropertyInfo Corporation Phone: 888-608-1808
COMPANY Submitter of Documents:	CORPORATION SERVICE COMPANY
	Phone:

#### Agreed and Accepted:

By: CORPORATION SEI	RVICE COMPANY (Company)	
Name:		<b>数据</b> 是1981年1月2日至1月2日日
Title:		
Date:		n den kara da karan d Karan da karan da ka
By: Kendall County (Cou	nty)	
<b>Name</b> : Darlene Herrin (da	arlene.herrin@co.kendall.tx.us)	i v menej kalendi. Le sudum da sebah yang bibai di
Title: County Clerk		e video de Militario de la Companio de Militario de Milit
Signature:	POR PROPERTY	
Date:		

### Kendall County ACH Form

#### Signatory Authorization Declaration

Signature

CORPORATION SERVICE	COMPANY (vendor) id	dentified below to initiate cre	dit entries to my checking account at:
Name FROST BANK	. *	Branch BOERNE	
Street Address 1200 South	Main		
City <u>Boerne</u>	State Texas	Zip Code <u>78006</u>	
ACH Routing No. 11400009	33 Account No. 2600	019429	
Name on Account <u>DARLEI</u>	NE HERRIN - COUN	TY CLERK, KENDALL COL	INTY
	ecome due. Vendor w	ill identify all transactions. I a	er agreement between County and acknowledge that the electronic fund
Vendor Identification			
Name	Title	Phone	
ID or Tax ID Number	***************************************		
City	State	Zip Code	
Signature		Date	
The state of the s			written notification to the other of its ry a reasonable opportunity to act on
Signatory Authorizati	on Declaration:	v.	
Name <b>DARLENE HERRIN</b>	_Title COUNTY CLEF	RK, KENDALL COUNTY P	hone <u>830-249-9343 EXT. 230</u>
ID or Tax ID Number 74-600	0374		
City BOERNE State T	'EXASZip Cod	de <u>78006</u>	

Date July 27, 2015

1, Darlene Herrin, as an authorized signatory for Kendall County (County), by my signature below, authorize

# KENDALL COUNTY CLERK ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated July 27, 2015 is between Kendall County ("County"), Texas and SIMPLIFILE LC ("Company") with offices at 4844 North 300 West, Suite 300, Provo, Utah, 84604.

Kendall County desires to offer recording of real property documents by electronically receiving and transmitting documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The four levels of automation are as follows:

<u>Level 1</u> Submitting organizations transmit scanned image copies of ink signed documents to the county. The county completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

<u>Level 2</u> Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

<u>Level 3</u> Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

<u>Level 4</u> Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

#### **Program Eligibility**

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the County and Company to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

#### **County Requirements**

The Electronic Recording Program of Kendall County is defined by the requirements attached to this Memorandum of Understanding.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County following the specifications outlined. Company understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to the Company within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures interfere with the normal course of business, the County will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

Attachment D provides the payment options supported for the Electronic Recording program.

Attachment E is a list of PRIA Document Codes. A full list of documents codes used to electronically record documents in Kendall County is available once the Customer Information has been received and accepted by the County.

Attachment F is a memo to all eRecording submitters and tips for submitting documents electronically.

Once the document is recorded in the County, the original recorded document resides in the County records electronically. The County will not provide a hard copy of the document without a statutory fee.

#### **Submitting Company Responsibilities**

Company acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents Company intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, Company intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Company shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The Company and or its' employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

Company is responsible for the costs of the system or services provided by a third party that enables Company to meet the Electronic Recording Program requirements.

#### **General Understanding**

The County will not incur any liability for the information electronically transmitted by the Company.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the County nor Company shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

The County and Company will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. All rights and obligations of the parties under this Agreement shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the Company may have incurred or be subject to pursuant this agreement.

The County and Company acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the County and Company will meet once a month to discuss changes and additions to this Memorandum of Understanding.

## Attachment A Technical Specifications

Format of the transmitted File

PRIA file format standard will be used. Images will be in Multi-page Group IV TIFF format.

Communications Protocol and Options

TCP/IP, HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, COUNTY reserves the right to revisit this at a later date with COMPANY. COMPANY acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with COUNTY to accommodate their use.

**Imaging Standards** 

Documents will be scanned at 200 dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured. Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of a 1" top margin and  $\frac{1}{2}$ " side and bottom margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.

Y	* . *		
ln	3 17 1	als	•
111	: E E.I	<i>.</i> 31.	<b>,</b>

### Attachment B Documents and Indexing Specifications

Eligible Document Types

All document types sized 8 ½" by 14" or smaller will be acceptable, with the following exceptions:

- 1. Military Discharges
- 2. Oversized documents (larger than 8 x ½" x 14")
- 3. Documents requiring additional acknowledgements or certifications
- 4. Public Trustee Documents (excluding release of trust deeds which have been properly executed and have been processed by the Public Trustee's Office)
- 5. Death Certificates must be an original or certified copy from the original issuing agency

County Specific Document Type Coding

Please refer to Attachment E, PRIA Logical Data Dictionary, which lists all the acceptable "Document Types". It is COUNTY's intention to not reject documents based on "incorrect" or non-County specific document types. Rather the County will correct the document type as part of the acceptance process.

Indexing Fields for each Document Code

All documents submitted will require the minimum index fields:

Document Type and/or Document Code
Number of Pages
Recording Fee
Returned To Party Name (which will be the Submitting Party Name)

**Document Imaging Quality Control Standards** 

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image.

Notary Requirements per Document

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them.

COUNTY will not reject a document lacking a notary signature or seal as this is not a requirement of Texas statutes.

Inked notary seals are strongly recommended, in place of embossed notary seals which require "darkening" by the COMPANY prior to submittal.

Eligible Document Batches

Documents batches will be submitted by escrow account number. In no event will electronic document batches exceed 25 documents in any batch.

#### Attachment C Service Offering

Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days that the County Recording Office is open to the public for business. Documents will not be processed on county holidays, weekends, "snow days", etc., or in the event of network or equipment failure. COUNTY will attempt to notify COMPANY of any disruption in service.

**Processing Schedules** 

Document batches will be checked for and processed (accepted or rejected) between the hours of 8:00 a.m. and 1:00 p.m.

Document received after 1:00 p.m. but prior to 4:30 p.m., if not processed that day, will be processed the following business day.

**Turnaround Timeframe** 

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

**Alternative Delivery Options** 

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be returned to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be returned to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

	tia		

### Attachment D Payment Options

Company must set up means of payment to Kendall County before documents can be submitted for eRecording.

**Payment Options** 

Electronic Fund Transfers (EFT'S) are acceptable as the form of payment if agreed upon by County. EFT's will be summarized and paid on a daily basis (one payment daily) for all transactions received that day. Funds must be available in the COMPANY'S financial institution account at the time of submitting document(s) for recording, and fees for one day's recordings should be paid in full at the end of the day or the next business day following the recordation date.

Reporting and Reconciliation

COUNTY will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if not accompanied by EFT information. INTEGRATION VENDOR OR COMPANY will be responsible for submitting EFT information with each document batch, and for reconciling their records.

Requirements:

Sufficient funds must be available in COMPANY'S financial institution account at the time documents are submitted to COUNTY for recording. INTEGRATION VENDOR OR COMPANY will establish a daily notification system to County of EFT payment.

IF APPLICABLE - Escrow Prepaid Accounts, and only with prior approval of integration Vendor and agreed upon by County – The COMPANY must set up a prepaid account with the Recording Division of the Clerk's Office previous to submitting erecordings. Funds must be available in the COMPANY'S escrow account at the time of electronically submitting document(s) for recording. If sufficient funds are not available in the account to record the document(s), documents will be rejected and returned to sender.

**Exception Handling** 

Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by INTEGRATION VENDOR OR COMPANY within five business days of notification of the error.

		NAMES OF THE PARTY OF THE PARTY OF THE PARTY.	
Y 1,1 3	 		n . o
Initials			Page 9

### Attachment E PRIA Document Codes

Doc Type Doc Code

ABSTRACT OF JUDGMENT ABSTRACT OF JUDGMENT

**ADDENDUM** ADDENDUM AFFIDAVIT AFFIDAVIT AGREEMENT AMENDMENT AMENDMENT APPOINTMENT APPOINTMENT ASSESSMENT ASSESSMENT ASSIGNMENT ASSIGNMENT ATRICLES ARTICLES BANKRUPTCY BANKRUPTCY BILL OF SALE BILL OF SALE

BILL OF SALE
BOND
BY-LAWS
CERTIFICATE
BILL OF SALE
BOND
BY-LAWS
CERTIFICATE

CHILD SUPPORT LIEN CHILD SUPPORT LIEN

CONSENT CONSENT
CONTRACT CONTRACT
DEATH DEATH
DECLARATION DECLARATION

DEED DEED

DEED OF TRUST
DESIGNATION
DIRECTIVE
DISCHARGE
DISTRIBUTION
DIVORCE
DIVORCE
DISCHARGE
DIVORCE
DIVORCE
DIVORCE
DIVORCE
DIVORCE
EASEMENT

FED TAX LIEN RELEASE
FEDERAL TAX LIEN
FEDERAL TAX LIEN
FINANCING STATEMENT
FINANCING STATEMENT

EXTENSION

HOME EQUITY

JUDGMENT

LEASE

LIEN

LIS PENDEN

HOME EQUITY

JUDGMENT

LEASE

LIEN

LIS PENDEN

MARRIAGE MARRIAGE
MECHANICS LIEN MEMORANDUM MEMORANDUM

MERGER
MINERAL DEED
MISCELLANEOUS
MISCELLANEOUS
MISCELLANEOUS

MODIFICATION MODIFICATION

NOTICE NOTICE

EXTENSION

ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE QUITCLAIM RATIFICATION RECONVEYANCE REINSTATEMENT

RELEASE RENEWAL RESCISSION RESIGNATION RESOLUTION RESTRICTIONS REVOCATION

RIGHT FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT

STATE TAX LIEN

STATE TAX LIEN REL

SUBORDINATION TERMINATION

TRANSFER TRUST

VARIANCE

WAIVER WITHDRAWAL ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE OUITCLAIM RATIFICATION RECONVEYANCE

REINSTATEMENT RELEASE RENEWAL RESCISSION RESIGNATION RESOLUTION RESTRICTIONS REVOCATION

RIGHT OF FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT

STATE TAX LIEN

STATE TAX LIEN RELEASE

SUBORDINATION
TERMINATION TRANSFER TRUST VÄRIÄNCE WAIVER

WITHDRAWAL

Please note: A list of document codes used to electronically record documents in Kendall County, including the PRIA ones given above, is available and can be sent electronically

#### Attachment F

Memo To: All eRecording Submitters

From: Recording Division

Kendall County Clerk's Office

#### Please note:

If a document(s) is submitted to our office electronically more than once, the document(s) will be recorded each time it is submitted, and the submitter will be responsible to pay the applicable recording and documentary fees. Therefore, please be aware that if you submit a document twice electronically, you will be charged the fees twice and the document will be of record twice.

We cannot be responsible for knowing whether or not a package has been sent previously to our office for recording electronically. That is the sole responsibility of the submitter, just as it is in the manual recording of paper documents.

Please note, also, that it is not the responsibility of our office to know whether or not a document(s) is to be recorded in this county. As with paper documents, that is the responsibility of the submitter. Before submitting a package, please double check the legal description to be sure that you want the package recorded in Kendall County. During the electronic acceptance/rejection process before the package is accepted, should we happen to notice that a legal description appears to be in another county, we will reject it as a courtesy. However, if you submit a package in error to our county and the documents are recorded, you will be responsible for the applicable recording and documentary fees.

Thank you for your assistance in helping make electronic recording of documents a successful endeavor.

#### Tips for submitting documents electronically to Kendall County, Texas:

	If you submit a package						
а	reason for rejection, or ar	ո error message. <u>Մ</u>	<u>f you do not re</u>	ceive any m	<u>essage at all,</u>	do no	t submit

the package again. Instead, contact our office so that we can check to see if we have received the package. (There have been at least a couple of circumstances when we received a package and accepted it, but due to a lost connection, the submitter did not receive a message). If you have scanned a package and sent it but are not certain it was received or rejected, do not send it again until you have contacted our department. Once you have contacted us, we will try to determine whether or not the package has been received. If we cannot make that determination, we will contact the eRecording vendor to obtain assistance in the matter.

- 2. If you do not already do so, you may want to consider making some type of immediate notation that indicates you have scanned and sent a package, to avoid the possibility of sending it more than once. Anytime, however, that you are not sure as to whether or not a package was sent, please do not hesitate to contact us before sending it again.
- 3. Before sending a package, please double check and verify that the legal description is in Kendall County or that you want the document recorded in Kendall County.

A final tip – Do not include punctuation when indexing the grantor and grantee unless it is a hyphen or slash.

#### Service Help Contact Information

COUNTY: Kendall County Clerk 201 E. San Antonio Street, #127 Boerne, Texas 7806 830-331-8230

COUNTY eRecording System Vendor:	Name: PropertyInfo Corporation Phone: 888-608-1808
COMPANY Submitter of Documents:	SIMPLIFILE LC
	Phone:

# By: SIMPLIFILE LC (Company) Name: Title: Signature: Date: By: Kendall County (County) Name: Darlene Herrin (darlene.herrin@co.kendall.tx.us) Title: County Clerk Signature:

Agreed and Accepted:

## **Kendall County ACH Form**

#### Signatory Authorization Declaration

I, Darlene Herrin, as an authorized signatory for Kendall County (County), by my signature below, authorize SIMPLIFILE LC (vendor) identified below to initiate credit entries to my checking account at:

	· · · · · · · · · · · · · · · · · · ·
Name FROST BANK	Branch BOERNE
Street Address 1200 South Main	
City Boerne State Texas	Zip Code <u>78006</u>
ACH Routing No. 114000093 Account No.	260019429
Name on Account DARLENE HERRIN - C	COUNTY CLERK, KENDALL COUNTY
, · ·	ording fees as described in the user agreement between County and ndor will identify all transactions. I acknowledge that the electronic fund mply with the provisions of U.S. law.
Vendor Identification:	
NameTitle	Phone
ID or Tax ID Number	
City State	Zip Code
Signature	Date
	nd effect until either party provides written notification to the other of its fford both parties and the Depository a reasonable opportunity to act on i
Signatory Authorization Declarati	ion:
Name DARLENE HERRIN Title COUNTY	CLERK, KENDALL COUNTY Phone 830-249-9343 EXT. 230
ID or Tax ID Number <u>74-6000374</u>	
City BOERNE State TEXAS Z	Cip Code <u>78006</u>
Signature	Date <u>July 27, 2015</u>

# KENDALL COUNTY CLERK ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated July 27, 2015 is between Kendall County ("County"), Texas and eRecording Partners Network, LLC ("Company") with offices at 400 Second Ave. S, Minneapolis, MN 55401.

Kendall County desires to offer recording of real property documents by electronically receiving and transmitting documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The four levels of automation are as follows:

<u>Level 1</u> Submitting organizations transmit scanned image copies of ink signed documents to the county. The county completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

<u>Level 2</u> Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

<u>Level 3</u> Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

<u>Level 4</u> Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

3	ni	tial	S		
3	1111	LIEL			

#### **Program Eligibility**

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the County and Company to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

#### County Requirements

The Electronic Recording Program of Kendall County is defined by the requirements attached to this Memorandum of Understanding.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County following the specifications outlined. Company understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to the Company within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures interfere with the normal course of business, the County will notify the affected Company with a choice of using a courier service or waiting until the problem has been remedied.

Attachment D provides the payment options supported for the Electronic Recording program.

Attachment E is a list of PRIA Document Codes. A full list of documents codes used to electronically record documents in Kendall County is available once the Customer Information has been received and accepted by the County.

Attachment F is a memo to all eRecording submitters and tips for submitting documents electronically.

Once the document is recorded in the County, the original recorded document resides in the County records electronically. The County will not provide a hard copy of the document without a statutory fee.

#### **Submitting Company Responsibilities**

Company acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents Company intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, Company intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, Company shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The Company and or its' employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

Company is responsible for the costs of the system or services provided by a third party that enables Company to meet the Electronic Recording Program requirements.

#### **General Understanding**

The County will not incur any liability for the information electronically transmitted by the Company.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the County nor Company shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

The County and Company will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. All rights and obligations of the parties under this Agreement shall cease on the effective date of such termination, with the sole exceptions of any liabilities which the Company may have incurred or be subject to pursuant this agreement.

The County and Company acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the County and Company will meet once a month to discuss changes and additions to this Memorandum of Understanding.

## Attachment A Technical Specifications

Format of the transmitted File

PRIA file format standard will be used. Images will be in Multi-page Group IV TIFF format.

Communications Protocol and Options

TCP/IP, HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, COUNTY reserves the right to revisit this at a later date with COMPANY. COMPANY acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with COUNTY to accommodate their use.

Imaging Standards

Documents will be scanned at 200 dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured. Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of a 1" top margin and ½" side and bottom margins. NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.

W	r	
Initia	C .	

## Attachment B Documents and Indexing Specifications

**Eligible Document Types** 

All document types sized 8  $\frac{1}{2}$ " by 14" or smaller will be acceptable, with the following exceptions:

- 1. Military Discharges
- 2. Oversized documents (larger than 8 x ½" x 14")
- 3. Documents requiring additional acknowledgements or certifications
- 4. Public Trustee Documents (excluding release of trust deeds which have been properly executed and have been processed by the Public Trustee's Office)
- 5. Death Certificates must be an original or certified copy from the original issuing agency

County Specific Document Type Coding

Please refer to Attachment E, PRIA Logical Data Dictionary, which lists all the acceptable "Document Types". It is COUNTY's intention to not reject documents based on "incorrect" or non-County specific document types. Rather the County will correct the document type as part of the acceptance process.

Indexing Fields for each Document Code

All documents submitted will require the minimum index fields:

Document Type and/or Document Code
Number of Pages
Recording Fee
Returned To Party Name (which will be the Submitting Party Name)

**Document Imaging Quality Control Standards** 

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image.

Notary Requirements per Document

Initials	Pa
HILLIAIS	Page

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them.

COUNTY will not reject a document lacking a notary signature or seal as this is not a requirement of Texas statutes.

Inked notary seals are strongly recommended, in place of embossed notary seals which require "darkening" by the COMPANY prior to submittal.

Eligible Document Batches

Documents batches will be submitted by escrow account number. In no event will electronic document batches exceed 25 documents in any batch.

## Attachment C Service Offering

Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days that the County Recording Office is open to the public for business. Documents will not be processed on county holidays, weekends, "snow days", etc., or in the event of network or equipment failure. COUNTY will attempt to notify COMPANY of any disruption in service.

**Processing Schedules** 

Document batches will be checked for and processed (accepted or rejected) between the hours of 8:00 a.m. and 1:00 p.m.

Document received after 1:00 p.m. but prior to 4:30 p.m., if not processed that day, will be processed the following business day.

Turnaround Timeframe

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

**Alternative Delivery Options** 

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be returned to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be returned to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

v 1 1			
Initial	C		

## Attachment D Payment Options

Company must set up means of payment to Kendall County before documents can be submitted for eRecording.

**Payment Options** 

Electronic Fund Transfers (EFT'S) are acceptable as the form of payment if agreed upon by County. EFT's will be summarized and paid on a daily basis (one payment daily) for all transactions received that day. Funds must be available in the COMPANY'S financial institution account at the time of submitting document(s) for recording, and fees for one day's recordings should be paid in full at the end of the day or the next business day following the recordation date.

Reporting and Reconciliation

COUNTY will be responsible for maintaining and reconciling their receipts. Documents will not be accepted if not accompanied by EFT information. INTEGRATION VENDOR OR COMPANY will be responsible for submitting EFT information with each document batch, and for reconciling their records.

Requirements:

Sufficient funds must be available in COMPANY'S financial institution account at the time documents are submitted to COUNTY for recording. INTEGRATION VENDOR OR COMPANY will establish a daily notification system to County of EFT payment.

IF APPLICABLE - Escrow Prepaid Accounts, and only with prior approval of integration Vendor and agreed upon by County – The COMPANY must set up a prepaid account with the Recording Division of the Clerk's Office previous to submitting erecordings. Funds must be available in the COMPANY'S escrow account at the time of electronically submitting document(s) for recording. If sufficient funds are not available in the account to record the document(s), documents will be rejected and returned to sender.

**Exception Handling** 

Any discrepancy in fees discovered by COUNTY after document acceptance will be corrected by INTEGRATION VENDOR OR COMPANY within five business days of notification of the error.

## Attachment E PRIA Document Codes

Doc Type Doc Code

ABSTRACT OF JUDGMENT ABSTRACT OF JUDGMENT

ADDENDUM **ADDENDUM** AFFIDAVIT AFFIDAVIT AGREEMENT AGREEMENT AMENDMENT AMENDMENT APPOINTMENT APPOINTMENT ASSESSMENT ASSESSMENT ASSIGNMENT ASSIGNMENT ATRICLES ARTICLES BANKRUPTCY BANKRUPTCY BILL OF SALE BILL OF SALE

BOND BOND
BY-LAWS BY-LAWS
CERTIFICATE CERTIFICATE
CHILD SUPPORT LIEN CHILD SUPPORT LIEN

CONSENT CONSENT
CONTRACT CONTRACT
DEATH DEATH
DECLARATION DECLARATION

DEED DEED

DEED OF TRUST
DESIGNATION
DIRECTIVE
DISCHARGE
DISTRIBUTION
DIVORCE
DEED OF TRUST
DESIGNATION
DIRECTIVE
DIRECTIVE
DISCHARGE
DISTRIBUTION
DIVORCE

EXTENSION EXTENSION
FED TAX LIEN RELEASE FED TAX LIEN RELEASE
FEDERAL TAX LIEN FEDERAL TAX LIEN
FINANCING STATEMENT FINANCING STATEMENT

HOME EQUITY
JUDGMENT
LEASE
LIEN
HOME EQUITY
JUDGMENT
LEASE
LIEN
LIEN

LIS PENDEN LIS PENDEN MARRIAGE MARRIAGE

MECHANICS LIEN MECHANICS LIEN MEMORANDUM MEMORANDUM

MERGER MERGER
MINERAL DEED MINERAL DEED
MISCELLANEOUS MISCELLANEOUS
MODIFICATION MODIFICATION

NOTICE NOTICE

EASEMENT

ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE
QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMENT

RELEASE
RENEWAL
RESCISSION
RESIGNATION
RESOLUTION
RESTRICTIONS
REVOCATION

RIGHT FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT STATE TAX LIEN

STATE TAX LIEN REL

SUBORDINATION TERMINATION TRANSFER TRUST VARIANCE WAIVER

WITHDRAWAL

ORDER

PARTIAL RELEASE

PERMIT

POWER OF ATTORNEY

PROBATE
QUITCLAIM
RATIFICATION
RECONVEYANCE
REINSTATEMEN

REINSTATEMENT
RELEASE
RENEWAL
RESCISSION
RESIGNATION
RESOLUTION
RESTRICTIONS
REVOCATION

RIGHT OF FIRST REFUSAL

SATISFACTION

SECURITY DOCUMENT STATE TAX LIEN

STATE TAX LIEN RELEASE

SUBORDINATION
TERMINATION
TRANSFER
TRUST
VARIANCE
WAIVER
WITHDRAWAL

Please note: A list of document codes used to electronically record documents in Kendall County, including the PRIA ones given above, is available and can be sent electronically to the company.

#### Attachment F

Memo To: All eRecording Submitters

From: Recording Division

Kendall County Clerk's Office

#### Please note:

If a document(s) is submitted to our office electronically more than once, the document(s) will be recorded each time it is submitted, and the submitter will be responsible to pay the applicable recording and documentary fees. Therefore, please be aware that if you submit a document twice electronically, you will be charged the fees twice and the document will be of record twice.

We cannot be responsible for knowing whether or not a package has been sent previously to our office for recording electronically. That is the sole responsibility of the submitter, just as it is in the manual recording of paper documents.

Please note, also, that it is not the responsibility of our office to know whether or not a document(s) is to be recorded in this county. As with paper documents, that is the responsibility of the submitter. Before submitting a package, please double check the legal description to be sure that you want the package recorded in Kendall County. During the electronic acceptance/rejection process before the package is accepted, should we happen to notice that a legal description appears to be in another county, we will reject it as a courtesy. However, if you submit a package in error to our county and the documents are recorded, you will be responsible for the applicable recording and documentary fees.

Thank you for your assistance in helping make electronic recording of documents a successful endeavor.

#### Tips for submitting documents electronically to Kendall County, Texas:

1.	. If you	submit	a pack	kage,	you sh	nould	receive	a re	sponse	e stating	eithe	er the	packa	age	was	acc	epted,
а	reason	for reje	ction, o	or an	error r	nessa	age. <u>If</u>	you	<u>do not</u>	<u>receive</u>	any i	ness	age a	t all,	<u>do 1</u>	not:	<u>submil</u>

the package again. Instead, contact our office so that we can check to see if we have received the package. (There have been at least a couple of circumstances when we received a package and accepted it, but due to a lost connection, the submitter did not receive a message). If you have scanned a package and sent it but are not certain it was received or rejected, do not send it again until you have contacted our department. Once you have contacted us, we will try to determine whether or not the package has been received. If we cannot make that determination, we will contact the eRecording vendor to obtain assistance in the matter.

- 2. If you do not already do so, you may want to consider making some type of immediate notation that indicates you have scanned and sent a package, to avoid the possibility of sending it more than once. Anytime, however, that you are not sure as to whether or not a package was sent, please do not hesitate to contact us before sending it again.
- 3. Before sending a package, please double check and verify that the legal description is in Kendall County or that you want the document recorded in Kendall County.

A final tip – Do not include punctuation when indexing the grantor and grantee unless it is a hyphen or slash.

#### **Service Help Contact Information**

COUNTY: Kendall County Clerk 201 E. San Antonio Street, #127 Boerne, Texas 7806 830-331-8230

COUNTY eRecording System Vendor:	Name: PropertyInfo Corporation Phone: 888-608-1808
COMPANY Submitter of Documents:	eRecording Partners Network, LLC
	Phone:

# Agreed and Accepted:

By: eRecording Partners Ne	etwork, LLC (Compa	any)
Name:		
Title:		Transprikturja urba. Atrikationski incap
Signature:		
Date:	epenson et et et en dige e	
·		
By: Kendall County (County)		
Name: Darlene Herrin (darlen	e.herrin@co.kendall	.tx.us)
Title: County Clerk		
Signature:		
Date:	***************************************	uni en
		医乳腺性畸形 医二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲二甲

## Kendall County ACH Form

Signatory Authorization Declaration
I, Darlene Herrin, as an authorized signatory for Kendall County (County), by my signature below, authorize
eRECORDING PARTNERS NETWORK, LLC (vendor) identified below to initiate credit entries to my checking
account at:
Name FROST BANK Branch BOERNE
Street Address 1200 South Main
City Boerne State Texas Zip Code 78006
ACH Routing No. 114000093 Account No. 260019429
Name on Account DARLENE HERRIN - COUNTY CLERK, KENDALL COUNTY
, for payments due to Kendall County for recording fees as described in the user agreement between County and Vendor as those payments become due. Vendor will identify all transactions. I acknowledge that the electronic fund transfer transactions to the account must comply with the provisions of U.S. law.
Vendor Identification:
Name Title Phone
ID or Tax ID Number
City State Zip Code
Signature Date
This authorization is to remain in full force and effect until either party provides written notification to the other of its termination in such time and manner as to afford both parties and the Depository a reasonable opportunity to act on
Signatory Authorization Declaration:
Name DARLENE HERRIN Title COUNTY CLERK, KENDALL COUNTY Phone 830-249-9343 EXT. 230
ID or Tax ID Number <u>74-6000374</u>
City BOERNE State TEXAS Zip Code 78006



# KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE:</b>	7/27/2015
OPEN SESSION	

SUBJECT	Market Days use of Courthouse Grounds
DEPARTMENT & PERSON MAKING REQUEST	David Querbach, Market Days Management Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Lease Agreements with the Boerne Merchants Association to allow them the use of the Courthouse grounds for Market Days on August 7-9, 2015 and September 11-13, 2015.
REASON FOR AGENDA ITEM	To allow Market Days to continue their regularly schedule event when the City of Boerne Main Plaza is not available.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Boerne Merchants Association and the public.
ADDITIONAL INFORMATION	Market Days will be allowed to set up on Friday, August 7th no earlier than 5:30 p.m. and on Friday, September 11th no earlier than 5:30 p.m.

## STATE OF TEXAS KENDALL COUNTY

#### **LEASE AGREEMENT**

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

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

**TERM:** This lease commences at 5:30 p.m. on August 7, 2015 (Commencement Date) and ends at 5:00 p.m. on August 9, 2015 (Termination Date) unless extended by agreement of the parties.

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

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

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

#### **USE AND OCCUPANCY:**

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

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

#### MAINTENANCE AND UPKEEP OF THE PREMISES:

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

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

**INSURANCE:** TENANT shall provide, at TENANT's expense, liability insurance in an amount not less than the limits set forth in the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or successor statute, as applicable to a Texas County.

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

#### **MISCELLANEOUS PROVISIONS:**

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

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 27th DAY OF JULY 2015.

DARREL L. L. COUNTY JUI		DAVID QU MARKET	JERBACH DAYS MANAGEMENT
Date:		Date:	
	ndall County 1 E. San Antonio Ave #122 perne TX 78006	Address:	Market Days Management 13423 Blanco Rd. #165 San Antonio, TX 78216

## STATE OF TEXAS KENDALL COUNTY

#### **LEASE AGREEMENT**

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

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

**TERM:** This lease commences at 5:30 p.m. on September 11, 2015 (Commencement Date) and ends at 5:00 p.m. on September 13, 2015 (Termination Date) unless extended by agreement of the parties.

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

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

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

#### **USE AND OCCUPANCY:**

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

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

#### MAINTENANCE AND UPKEEP OF THE PREMISES:

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

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

**INSURANCE:** TENANT shall provide, at TENANT's expense, liability insurance in an amount not less than the limits set forth in the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or successor statute, as applicable to a Texas County.

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

#### **MISCELLANEOUS PROVISIONS:**

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

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 27th DAY OF JULY 2015.

DARREL L. LUX COUNTY JUDGE			UERBACH DAYS MANAGEMENT
Date:	·····	Date; _	
Address: Kendall Coun 201 E. San A Boerne, TX 7	ntonio Ave #122	Address:	Market Days Management 13423 Blanco Rd. #165 San Antonio, TX 78216



# KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/27/2015 OPEN SESSION

SUBJECT	Cash Summary May 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 May 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 May 31, 2015

						IG Way 31, 2019 Znewniti IDEQ	*TE	RANSFERS IN	*TP	ANSFERS OUT	ENI	DING BALANCE
FUNDS		BALANCE	and the same of th	REVENUES	نبسيبيس	KPENDITURES	\$	1,002,699.16	\$	111401 miles	\$	691,936.88
10-General * & ** & ***		724,958.28	\$	- Victoria de la Companya de la Comp	\$	1,700,092.25		1,002,099.10	\$		\$	773,166.42
11-Road and Bridge		300,481.98	\$_		\$	49,237.30	\$		\$		\$	25,021.85
12-EMS Donations		24,911.81		A CONTRACTOR OF THE PARTY OF TH	\$	139.96 26.26	\$		\$		\$	118,360.63
13-Courthouse Security		116,637.86			\$	20.20	\$		\$	**	\$	11,969.85
14-Animal Facility Donations	\$	11,370.64		599.21	\$	,	\$		\$	in the second se	\$	129,335.80
15-Lateral Road & Bridge	-	129,335.80	\$		\$	94 	\$		\$	·	\$	59,763.75
16-Court Reporter Service	\$	58,863.75		900.00	\$		\$	**************************************	\$		\$	20,815.60
17-Hot Check	\$	20,680.56	\$	135.04	\$		\$		\$	2,699.16	\$	
18-911 Project **	\$	2,699.16	-	0 000 00	\$		\$		\$	-	\$	322,465.66
19-Records Mgmt(Cnty Clerk)	\$	313,860.66	\$	8,605.00	\$		\$		\$	**	\$	10,662.41
20-Law Library	\$	9,506.08	\$_	2,100.00		943.67	\$	**************************************	\$		\$	17,853.19
21-Justice Court Technology	\$	17,160.28	-	692.91	\$	en manufacturi proprio antico de la regimenta de la constante de la regimenta	\$		\$		\$	19,641.26
22-Justice Court Bldg Security	\$	19,468.02	<b>FERTINGS</b>	173.24	*****		\$		\$		\$	6,723.52
23-County & District Technology	\$	6,377.85	\$	345.67		Company of	****************	#*************************************	\$	**	\$	4,535.21
24-Alternative Dispute Resolution	\$	3,540.21	\$	995.00			\$		\$		\$	63,227.15
25-District Clerk Records Mgmt	\$	61,522.47	\$	1,704.68		w	\$   \$		\$		\$	113,972.82
26-County Clerk Rec. Archive Fund	\$	105,742.82	\$	8,230.00			\$		\$	2+	\$	816.00
27-Vital Statistics Records	\$	739.00	\$	77.00		##	\$		\$		\$	4,174.00
28-Pre Trial Intervention	\$	2,978.00	\$	1,196.00	\$	or1 44	4		\$	<u></u>	\$	41,473.14
29-LEOSE Training	\$	42,124.58	\$	42-	\$	651.44	\$		<del>Ψ</del>   \$		\$	22,874.44
33-Juv Probation-State Grant	\$	24,633.60	\$	23,881.77	\$	25,640.93	\$		\$	<u></u>	\$	84,633.48
34-Juv Probation Title IV E	\$	85,157.25	\$		\$	523.77	\$	**	<del>ψ</del>   \$	<del>01,014 m - 1,014 m - 1,01</del>	\$	(85,580.48)
35-Juvenile Probation	\$	(65,843.52)		35.00	\$	19,771.96	<del>₽</del>   \$	**************************************	\$		\$	787.12
41-MVDIT Interest	\$	787.12	\$	der er e	\$		_	<del>, Mariagina decerviránt proposada, maior de proposada mariando proposada de la composição </del>	\$   \$	<del>زيد او در </del>	\$	13,938.17
42-Election Services Contract	\$	15,063.17	\$		\$	1,125.00	\$	***	\$		\$	(31,261.96)
50-Crime Victims Grant	\$	(16,352.78)	*		\$	14,909.18	\$		\$		\$	35,280.24
80-Tobacco Settlement	\$	35,280.24	\$	***	\$		<u>\$</u>	**************************************	\$		\$	12,283.38
81-Historical Commission	\$	12,283.38	\$	W.	\$	**************************************	\$		\$		\$	
82-Economic Development Corp.	\$	**	\$		\$	-	φ   \$		\$		\$	4,952.75
84-S.O. Abandoned Vehicles	\$	4,952.75	\$	-	\$	AS THE RESIDENCE OF THE PROPERTY OF THE PROPER	\$	w	\$		\$	216,478.87
93-Texas State Fees	\$	181,398.33	_	35,080.54	\$	**	\$		\$	<del>angangan Celterappy and the Personal Coltes</del>	\$	26,701.92
62-Series 2007 Lim.TaxGen	\$	23,695.40	********	3,006.52		f.	<del>- Proposition of the Personal Control of the Personal</del>		<del>Ψ</del>   \$		\$	78,088.51
63-Series 2013 UnLim.Tax Road Bond	\$.	69,726.09		8,362.42		**************************************	\$		<del>\$</del>		\$	65,602.10
64-Series 2014 Limited Tax Rfnding	\$	58,772.59		6,829.51		^^ 405 40	\$		\$		\$	(240,099.83)
71-Herff Road Project	\$	(157,974.71)		0.28	-	82,125.40		App.	\$		\$	745.38
90-Trust Account	\$	745.37		0.01	\$	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	\$	#	\$	42 ************************************	<del>"</del>	(2,946.47)
96-Public Grant Account	\$	(2,946.47)		20,815.72		The second section of		#1	\$		\$	2,477.74
85-Local S.O. Forfeiture	\$	2,477.72		0.02			\$	##	\$		\$	233,960.98
87-Federal S.O. Forfeiture	\$	229,637.73	\$	8,026.82				4 000 000 40		2,699.16		2,874,831.48
CASH BALANCES	\$ 2	,474,453.07	\$	1,320,084.82	- \$	1,919,706.41	\$	1,002,699.16	্	۷,055.10	Ψ	6,017,001.10

<sup>\*</sup>Transfer from Logic, \*\* Transfer Fund 18 to Fund 10, \*\*\* Beginning balance reflects payroll correction

Examined and approved by Auditor's Office



# KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER	<b>COURT</b>	DATE:	7/27/	/2015
OPEN SESSIO	N			

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

<b>COMMISSIONER COURT</b>	DATE:	7/27/2015
<b>OPEN SESSION</b>		

SUBJECT	Request for Relief Road Frontage 213A Waring Welfare Rd
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from minimum road frontage in accordance to 300.1100 of the Kendall County Development Rules and Regulations. The proposed division would create 2 tracts of $\pm 8.9$ acres with frontage of $\pm 61$ feet and $\pm 147$ feet (Gene W. Sparks and Thomas K. Funderburk)
REASON FOR AGENDA ITEM	Request for relief on road frontage
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: July 17, 2015
- 2. Location of Property: 213A Waring-Welfare Rd.
- 3. Name of Development (If Applicable)
- 4. Property Owner/Developer Name: Gene Wesley Sparks and Thomas Keith Funderburk
- 5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

#### Relief from minimum road frontage - Section No. 300.1100

- 6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land,

#### Subject tract does not have sufficient frontage for two parcels of +/- 9 acres.

b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

#### The property is in an undivided interest between two family members.

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

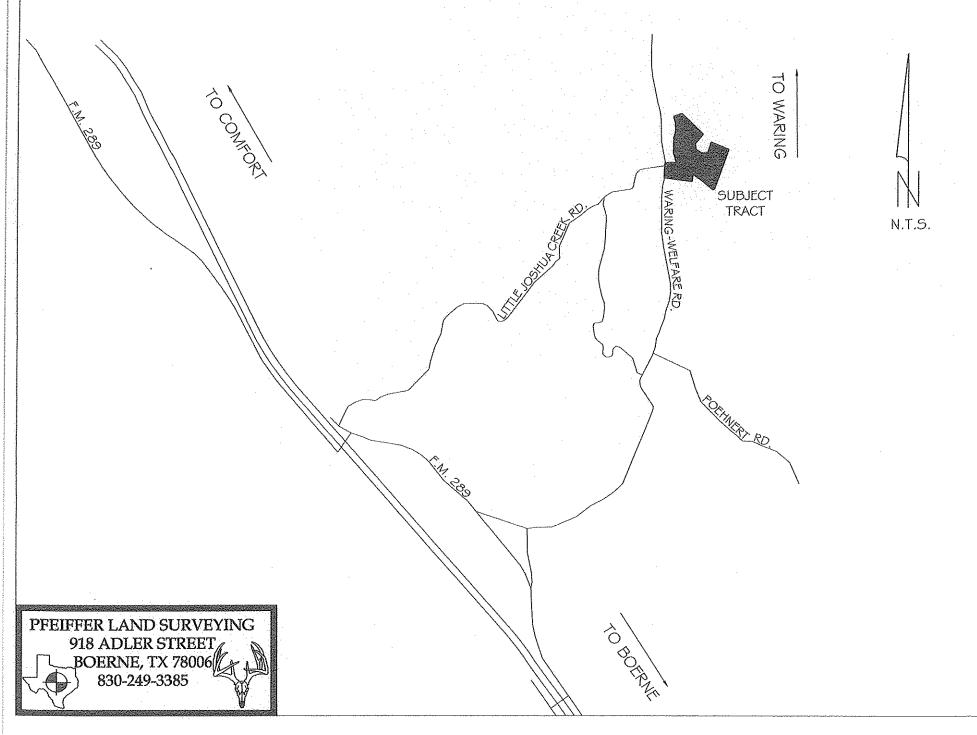
#### Not to my knowledge

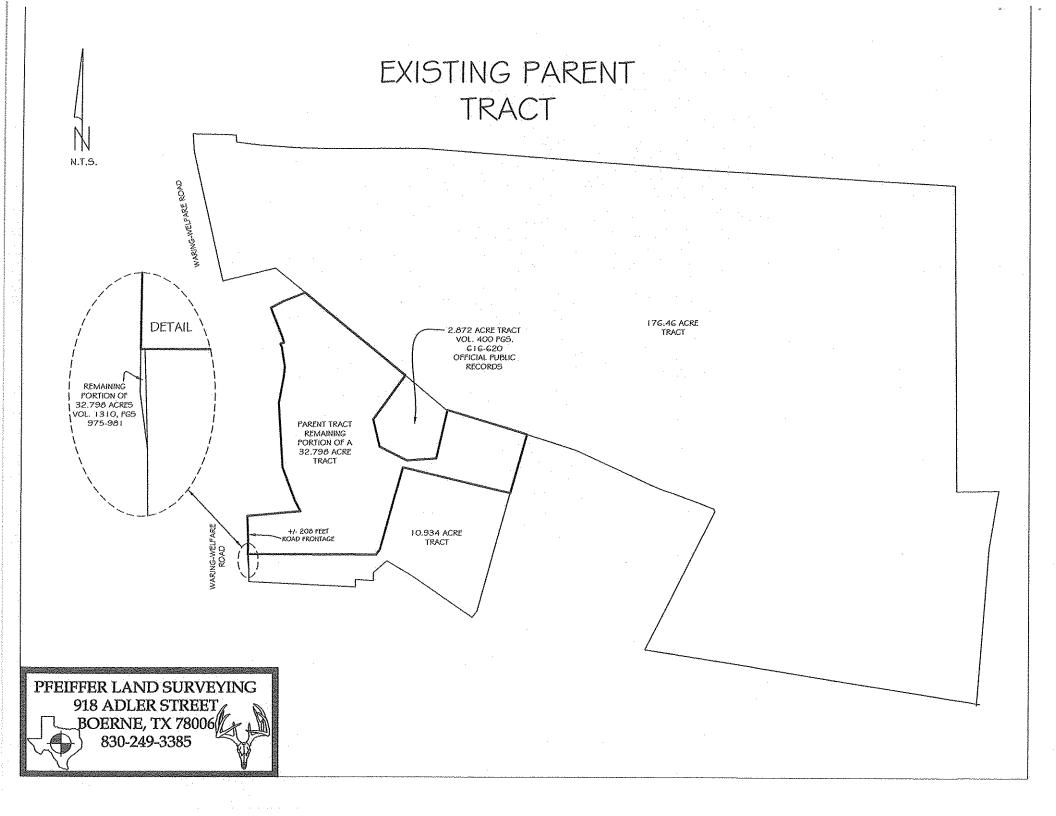
d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

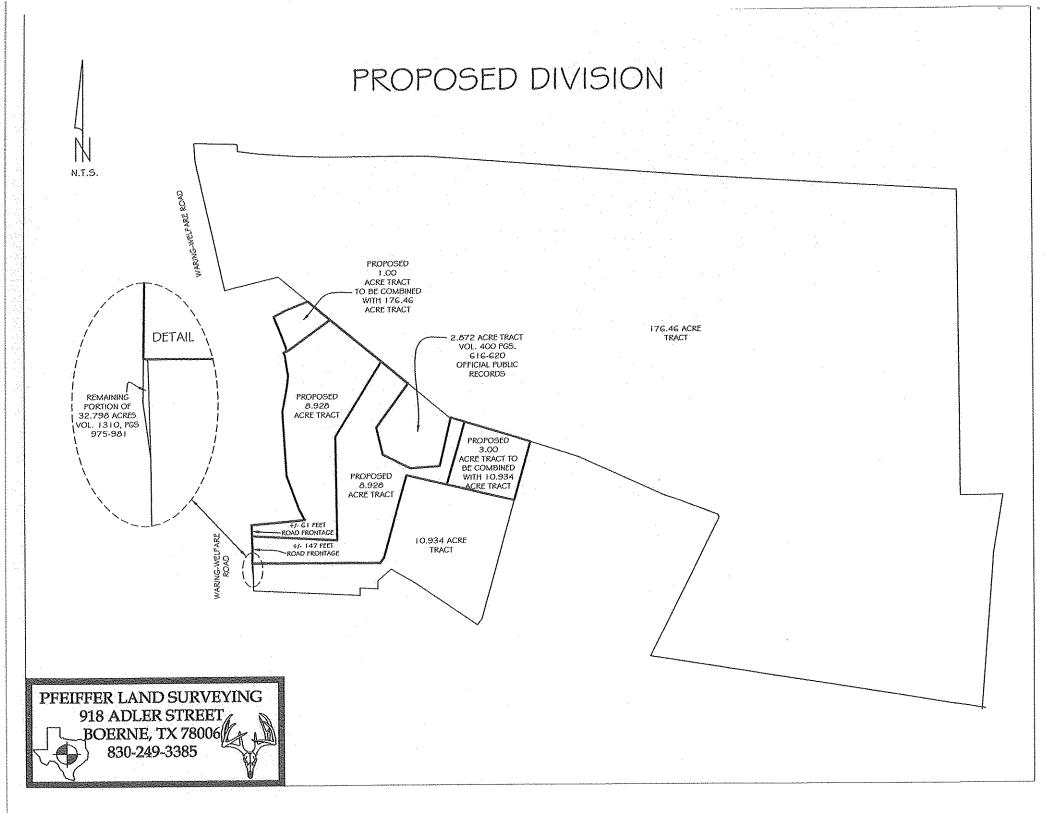
#### Not to my knowledge

Wes Rexrode

## LOCATION MAP







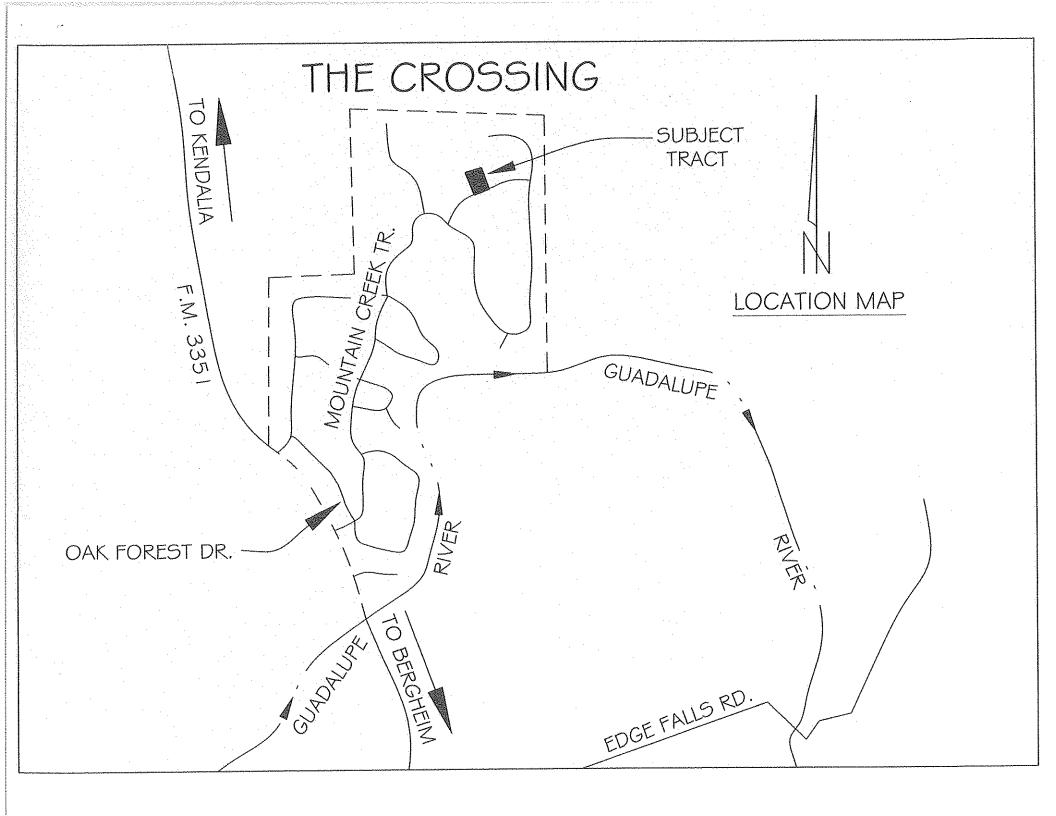


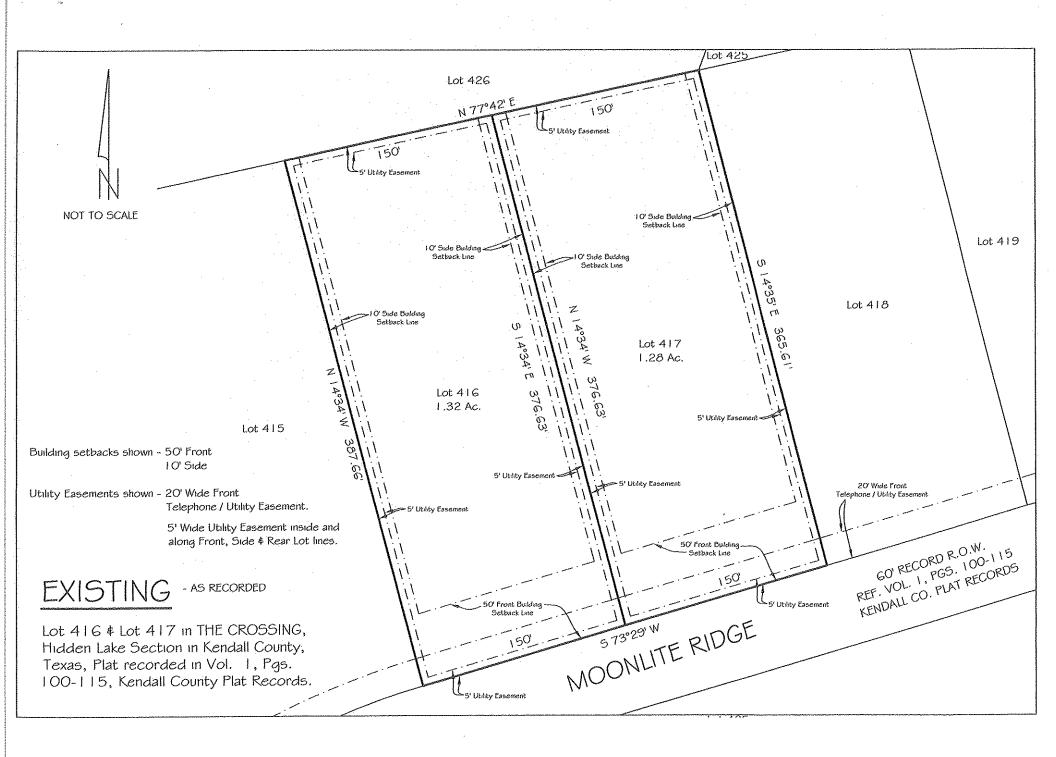
# KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

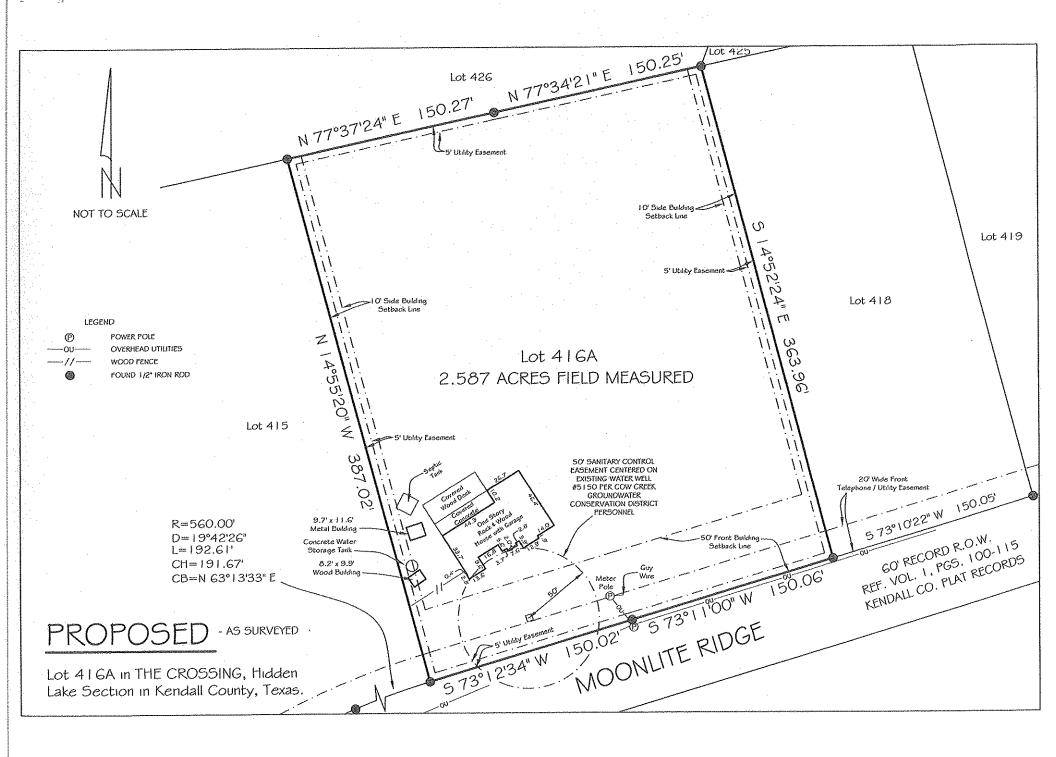
COMMISSIONER COURT DATE: 7/27/2015

**OPEN SESSION** 

SUBJECT	Amending Plat - The Crossing, Hidden Lake Section Lot 416 & 417
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of The Crossing, Hidden Lake Section Lots 416 and 417, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine lots 416 and 417 creating Lot 416A (Neil L. and Beth S. Ciotola)
REASON FOR AGENDA ITEM	Amending Plat combining Lots 416 & 417 into 416A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None







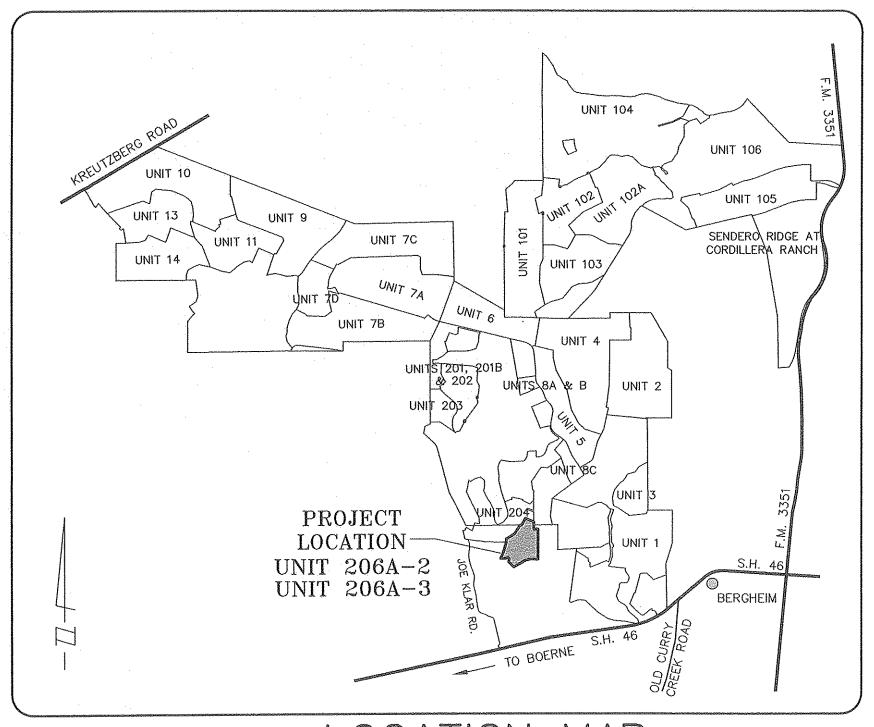


ADDITIONAL INFORMATION

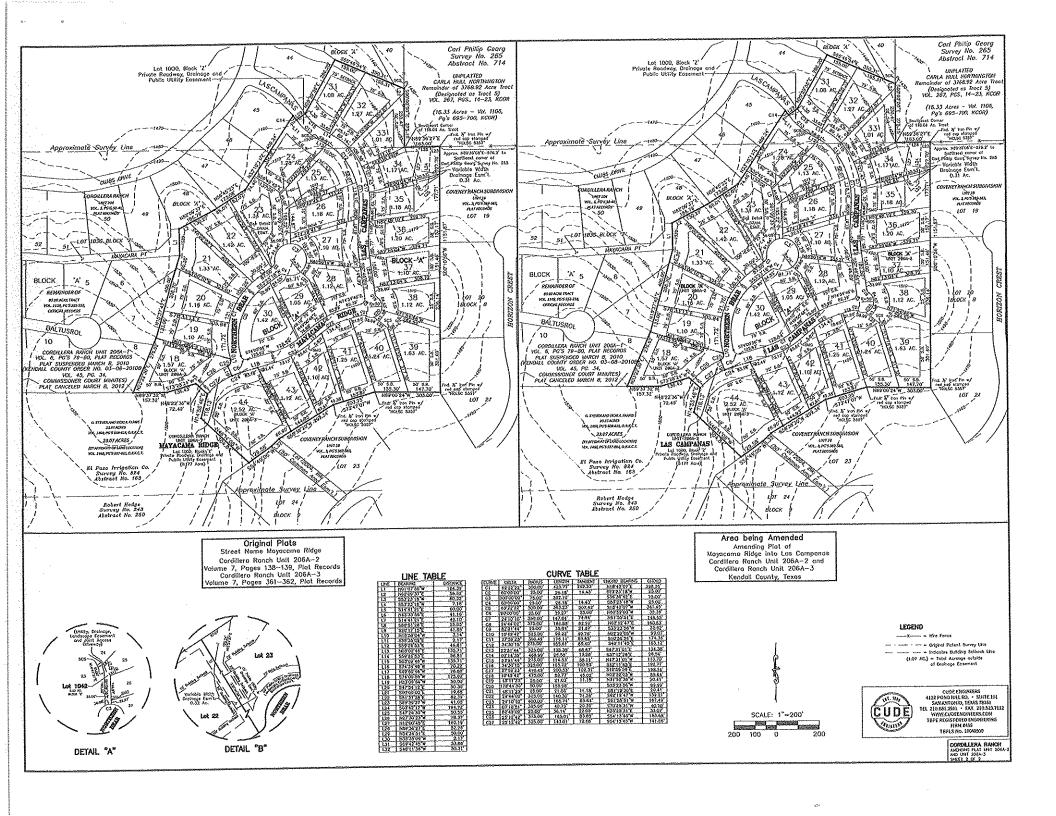
# KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

SUBJECT	Amending Plat Cordillera Ranch Unit 206A-2 & 206A-3 Lot 1000 Block Z
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Cordillera Ranch Unit 206A-2 and 206A-3 Lot 1000 Block Z, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to change the private roadway name Mayacama Ridge to Las Campanas. (David Hill, CRHN LLC)
REASON FOR AGENDA ITEM	Renaming private roadway from Mayacama Ridge to Las Campanas
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2

None



LOCATION MAP





WHO WILL THIS AFFECT?

**ADDITIONAL INFORMATION** 

### KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

The County of Kendall, the City of Boerne, Alamo Springs, Bergheim,

Boerne, Comfort, Kendalia, Sisterdale and Waring Fire Departments.

COMMISSIONER COURT DATE: 7/27 OPEN SESSION	7/2015
SUBJECT	Fire Departments Mutual Aid Agreement
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830 249-3721 ext. 451
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and Action on approving new Mutual Aid Agreement for Emergency services Protection between the County, City of Boerne and the Fire Departments in Kendall County.
REASON FOR AGENDA ITEM	Update 2009 Agreement signatures and add responsibility of each for first 12 hours.
IS THERE DOCUMENTATION	Yes

No cost associated with this agreement.

#### STATE OF TEXAS

#### **COUNTY OF KENDALL**

INTERLOCAL MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES PROTECTION BETWEEN THE CITY OF BOERNE; COUNTY OF KENDALL; ALAMO SPRINGS VOLUNTEER FIRE DEPARTMENT; BERGHEIM VOLUNTEER FIRE DEPARTMENT; BOERNE RURAL FIRE ASSOCIATION; COMFORT VOLUNTEER FIRE DEPARTMENT; KENDALIA VOLUNTEER FIRE DEPARTMENT; SISTERDALE VOLUNTEER FIRE DEPARTMENT; WARING VOLUNTEER FIRE DEPARTMENT

WHEREAS, the governing bodies of the governmental units, the Commissioners Court of Kendall County and the City Council of the City of Boerne and the Officers of the Kendall County Fire Departments, have authorized the County Fire Departments to enter into a Mutual Aid Agreement for protection between the jurisdictions and it is the desire of the Commissioners Court, City of Boerne and County Fire Departments to enter into this agreement for the protection of life and property from fires, disasters, chemical spills and/or sudden other emergencies in such areas.

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Each Fire Department in the County is authorized to furnish to the other Fire Departments such firefighting, rescue, emergency equipment and personnel as is available in the opinion of the Fire Chief, or other officer in charge of the Fire Department, of the responding department/s upon request and upon determination that there is an emergency in the requesting department's jurisdiction from the Chief or other officer in charge of the requesting department. Any dispatch of equipment and personnel pursuant to this agreement shall be subject to retention by the responding Fire Department of sufficient equipment and personnel as will be necessary to protect the health, property and lives of the citizens of the responding fire department. It is further agreed and acknowledged the City Manager of the City of Boerne shall have the right to override the decision of the Chief of the Boerne Fire Department, or such other officer in charge of the Boerne Fire Department.
- 2. The chiefs of the County Fire Departments shall keep each other informed as to the available equipment and personnel of the respective Fire Departments.
- 3. The personnel of each department jurisdiction shall continue to be officials and employees of their own respective jurisdictions and shall be entitled to the same wages, salaries, pensions and other compensation and right for services, including injury or death benefits, from their own respective employers, and each County Fire Department waives all claims against the other County Fire Department of such obligations.
- 4. When any firefighting, rescue or emergency medical personnel or equipment is assigned to a requesting Fire Department pursuant to this agreement, such personnel and equipment shall be under the command of the Chief or other officer in charge of the requesting County Fire Department while so assigned, and such personnel shall have powers and duties as though they were regularly employed/assigned in such Fire Department.
- 5. The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to, operating at, or returning from an emergency in a requesting party's jurisdiction shall be at the expense of the providing department unless caused in whole or in part by the negligent act of the requesting party or any other responding party.

- 6. No term or provision of this agreement is intended to, or shall, prevent any party to this Agreement from seeking reimbursement from the State of Texas or the Federal Government for the cost of supplies, services, equipment, or personnel costs that are available under any other mutual aid, disaster aid or memorandum of agreement if an emergency event that a responding party participates in becomes a declared disaster. The requesting party shall not be responsible for the reimbursement of any unpaid balance due under this Section.
- 7. Each County Fire Department will only respond to emergencies that occur within the area and limits of the requesting County Fire Department's response area.
- Pursuant to Texas Government Code 791.006, any civil liability related to the furnishing of fire
  protection service in requesting County Fire Departments shall be the responsibility of the
  requesting a County Fire Department.
- 9. The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from twelve (12) hours after the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.
- 10. This agreement shall be automatically renewed annually unless canceled by any County Fire Department with notice to the other County Fire Department/s within thirty (30) days. For purposes of this agreement, written notice shall be provided to each of the County Fire Departments, City of Boerne and Kendall County.

The effective date of this agreement shall be the	day of <b>, 2015</b> .
City of Boerne, Mayor	County of Kendall, Judge
Lang a. Miller	Test Stateste
Alamo Springs Volunteer Fire Dept. Chief	Bergheim Molunte Fire Dept., Chief
	Alar Ca
Boerne Rural Fire Association, President or Chief	Comfort Volunteer Fire Dept. Chief
Dallfaloore	Ehr Wil
Kendalla Volunteer Fire Dept., Chief	Sisterdale Volunteer Fire Dept., Chief
Waring Volunteer Fire Dent Chief	



PHONE # OR EXTENSION #

**WORDING OF AGENDA ITEM** 

**REASON FOR AGENDA ITEM** 

IS THERE DOCUMENTATION

**ADDITIONAL INFORMATION** 

WHO WILL THIS AFFECT?

TIME NEEDED FOR PRESENTATION

### KENDALL COUNTY COMMISSIONERS COURT **AGENDA REQUEST**

Consideration and action to approve the revised job description for Service

COMMISSIONER COURT DATE: 7/27 OPEN SESSION	/2015
SUBJECT	Revised Job Description for Service Writer
DEPARTMENT & PERSON MAKING REQUEST	Human Resources Dept Juanita Espino, Human Resources Director

830-249-9343, Ext 600

Changes in job duties

Road and Bridge Department

2 minutes

Writer.

None

#### KENDALL COUNTY CLASS SPECIFICATION

#### SERVICE WRITER

GRADE: 13 STATUS: EXEMPT

#### **GENERAL SUMMARY**

Under administrative supervision, the purpose of this position is to manage and supervise the Mechanic Shop and its employees. Employees in this classification are responsible for various supervisory and managerial duties associated with assuring that all county equipment is serviced for preventative maintenance and repairs. Work under the supervision of the Road and Bridge Operations Supervisor with limited latitude for the use of initiative and independent judgment. Also provide a monthly report to be included with the Road and Bridge Report to Commissioners Court.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

#### Duties may include but are not limited to the following:

Supervise personnel in the Mechanic Shop including instructing, assigning, reviewing and planning the work of others; monitoring work standards; coordinating operations; allocating personnel and equipment; recommendations concerning employee hiring, transfers, promotions, and salary increases; reviews personnel complaints and takes appropriate action; follows disciplinary procedures as needed for individual personnel including counseling, evaluation, and dismissal with the approval of the Road and Bridge Operations Supervisor.

Schedule equipment for preventative maintenance checks and annual State inspections.

Coordinate repair assignments with the mechanics.

Provide training to subordinate automobile mechanics in the state-of-the-art vehicle maintenance methods, procedures, techniques and servicing equipment.

Oversee work activity in the garage and parts storage areas.

Approve the order of more expensive or unique replacement parts.

Authorize and monitor work performed by private outside shops.

Work with mechanics to insure quality control.

Keep county parts, fuel and lubricant inventory and purchase fuel and monitor fuel consumptions.

Handle all manufacturer recalls for all county equipment.

Receive and respond to complaints regarding the servicing and availability of county equipment.

Prepare an annual budget projection for the Service Center needs and assures not to exceed its budget.

Regular and predictable attendance is an essential function of this position.

The above describes the general nature and level of work being performed by employees holding this position. This is not intended to be an exhaustive list of all duties and responsibilities required nor all duties listed necessarily performed by any one employee so classified.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by five years of master level trades experience in a diversified automotive repair and/or maintenance shop; attainment of the knowledge equivalent to an Associate's Degree in automotive maintenance. Specialized technical knowledge and skills usually obtained by attending technical school(s) and on-the-job training in automotive technology and mechanics, five years of related job experience; experience with OBD II Systems (Onboard Diagnostics II) preferred.

#### LICENSES AND CERTIFICATIONS

Must possess a valid Texas commercial driver's license or be able to obtain one within 90 days of employment.

#### KNOWLEDGE, SKILLS AND ABILITIES

- Maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnoses vehicle and equipment problems.
- Math calculation skills.
- Good interpersonal skills in order to interact and cooperate with others.
- Interact professionally and effectively with vendors and suppliers.
- Problem solving abilities.
- Modern office procedures and computer equipment and functions.
- Good communication skills.

Correct English usage and grammar.

#### Ability to:

- Supervise employees and provide evaluation and counseling in regards to performance of job duties.
- Use various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Provide guidance assistance and/or interpretation to others on how to apply procedures and standards to specific situations.
- Follow safe work practices including workplace safety policies and procedures.

#### **Work Environment**

- While performing the duties of this job, the employee is frequently exposed to fumes and airborne particles, moving mechanical parts and vibration.
- The employee regularly works outside and/or in a vehicle subject to adverse weather and environmental conditions.
- The noise level in the work environment can be loud.

#### **Physical Demands**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- This position is very active and requires walking, standing, sitting, kneeling, pushing, stooping, crawling, twisting, reaching above the shoulder, grasping, pulling, bending repeatedly, climbing stairs and ladders all day.
- The employee must frequently lift and/or move items over 50 pounds.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.



COMMISSIONER	COURT	DATE:	7/27/2015
OPEN SESSIO	N		

SUBJECT	New Job Description for Detention Projects Corporal
DEPARTMENT & PERSON MAKING	Human Resources Dept
REQUEST	Juanita Espino, HR Director
PHONE # OR EXTENSION #	830-249-9343, Ext 600
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the job description for Detention
	Projects - Corporal
REASON FOR AGENDA ITEM	New position
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Sheriff's Office
ADDITIONAL INFORMATION	None

#### KENDALL COUNTY CLASS SPECIFICATION

### DETENTION PROJECTS CORPORAL GRADE: 9

#### **GENERAL SUMMARY**

Under general supervision, the purpose of this non-exempt position is to ensure safety and security of the detention facility; oversee daily operations of kitchen, transportation, and facility projects and to ensure proper detention policies and procedures are followed including review of paperwork and actions of subordinates; and prepare documents and reports in conjunction with these tasks.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

#### Duties may include but are not limited to the following:

Supervise and oversee kitchen operations, to include grocery ordering and meal preparation. This duty also includes ensuring the kitchen, and all kitchen equipment, are maintained in a safe, sanitary and secure manner in compliance with standards set forth by the Texas Commission on Jail Standards and Texas Department of State Health Services.

Coordinate scheduling and supervise inmates assigned to maintain Sheriff's Office grounds and other County maintenance projects as directed by the Sheriff or his designee. Supervises, instructs, directs and controls inmates performing work details throughout the facility.

Coordinate scheduling of transportation of inmates from other secure facilities to the Kendall County Jail. Coordinate scheduling of transportation of inmates to medical, dental, and mental health appointments.

Conducts weekly walk through inspections of detention facility to insure maintenance and sanitation is in compliance with Texas Minimum Jail Standards.

Assist with detention shift operations as needed in the areas listed below:

Ensures safety and security of detention facility within state and federal mandates; monitors, directs and controls inmate behavior including resolution of inmate complaints and disputes; conducts inmate and cell searches for contraband, weapons and other unauthorized items; ensures proper maintenance of facility.

Receives, books and processes new inmates; including conducting classification interviews, fingerprinting, photographing, entering personal information and charge information into computer system, obtaining inmate information, screening inmates for mental and health issues, logging of inmate property, assigning inmates to appropriate housing units, and preparing related documentation.

Completes and/or reviews paperwork such as bonds, magistrate paperwork, release documents, court documents, time sheets, files, facility logs, and reports.

Supervises inmate activities including church services, visitation, educational services, Alcoholics Anonymous and recreation; monitors kitchen duties and inmate feeding procedures including delivery of food and supplies for facility; monitors inmate haircuts.

Issues hygiene items for use by inmates; collects laundry, hygiene products and inmate bedding and maintains inventory for such items.

Respond to inmate requests.

Monitors and operates jail security systems including operation of the control panel for doors; monitors security cameras throughout the facility; monitors inmate movement throughout the facility; operates recording devices.

Accepts and logs money for inmates, provides receipts, and deposits into property box or trust funds.

Performs public relations duties including general public questions, explanation of procedures to family and friends of inmates

Appears at court hearings and magistrate proceedings; executes court warrants.

Processes and scans inmate mail.

#### EXPERIENCE AND TRAINING

High school diploma or GED, supplemented by two (2) to three (3) years previous experience or training as a Detention Officer; knowledge of criminal laws and codes.

#### LICENSES AND CERTIFICATIONS

Must possess Jailer Certification; must possess valid driver's license.

#### KNOWLEDGE, SKILLS AND ABILITIES

#### Knowledge of:

Modern office procedures and equipment.

- Computer and security equipment functions.
- Correct English usage and grammar.

#### Ability to:

- Provide guidance assistance and/or interpretation to others on how to apply procedures and standards to specific situations.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when giving and receiving assignments and instructions.
- Communicate and interact with general public, attorneys, bondsman, other agencies, and inmates.
- Provide verbal direction to inmates in conformance of rules, regulations, and other directives.
- Detect abnormal behavior and/or activity when observing inmates.
- Follow safe work practices including workplace safety policies and procedures.
- Operate a motor vehicle.
- Use firearms, radios, handcuffs, leg irons, stun cuff, and taser.

#### **Work Environment**

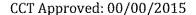
- This job routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.
- While performing the duties of this job, the employee occasionally works in outside weather conditions.
- The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.
- It may be expected that the individual could be exposed to blood or other potentially infectious materials during the course of their duties.
- The noise level in the work environment can be loud.

#### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Frequently required to sit, talk and hear.
- Occasionally required to stand, walk, and run; use hands and fingers to feel, handle, or operate objects, controls, or tools; reach with hands and arms; climb and balance; stoop, kneel, crouch, and crawl; and smell.
- Maintain physical ability in order to restrain inmates and perform self-defensetactics as needed.
- Occasionally lift and/or move more than 100 pounds.
- Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.





**ADDITIONAL INFORMATION** 

### KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

Parks Department Administrator Job Description
Development Management - Richard Tobolka
Ext. 250
10 Minutes
Discussion, consideration and action on revising Park Administrator job description
Discuss with Commissioners Court
Yes
Parks Department
-

None

#### KENDALL COUNTY CLASS SPECIFICATION

#### **ADMINISTRATIVE MANAGER PARKS**

Grade: 10

#### **GENERAL SUMMARY**

Under supervision of the Department Head, the purpose of the position is to assist in the management of the day-to-day activities of the Parks Department. Employees in this classification provide professional administrative and supervisory support. This position is responsible for assisting the Parks Supervisor/Director in planning, directing, guiding, and supervising the work of the office; recommends activities in regards to hiring, promotions, suspensions, and dismissals; prepares, presents and administers the departmental budget; and coordinates use of vacation leave, and attendance at required continuing education events.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

#### Duties may include but are not limited to the following:

Manages office and clerical tasks including interacting with citizens via phone or reception area, setting and attending meetings, organizing various projects, and maintaining office equipment and supplies.

Manages personnel administrative activities including monitoring vacation and sick leave, arranging training and travel, recommending employee hiring, transfers, promotions, and salary increases; addressing personnel complaints, and evaluating office work-flow processes.

Manages department budget and expenditures. This includes preparation of the annual budget for final approval by the Department Head and ultimately Commissioners Court, submitting purchase requisitions and budget adjustments.

Performs a variety of daily office tasks including answering the telephone and taking messages, making copies, typing documents, mailing office correspondence, scheduling appointments, and maintaining the filling system.

#### LICENSES AND CERTIFICATIONS

No licenses or certifications are required for this position.

#### **EDUCATION/EXPERIENCE**

Persons in this position should have an undergraduate degree and/or professional training in personnel management, budgetary and accounting procedures or related fields, have strong verbal and written communication skills, be proficient in the use of current office equipment and software such as MS Office and have at least five years of experience as an office manager or senior administrative assistant.

CCT Approved: 00/00/2015 Page 1

#### KNOWLEDGE, SKILS AND ABILITIES

#### Knowledge of:

- Modern office procedures and equipment
- Computer equipment and software
- Correct English usage and grammar

#### Ability to:

- Provide evaluation and counseling to employees in regards to performance of job duties.
- Analyze major issues requiring complex planning for interrelated activities that may involve more than one department.
- Exercise judgement, decisiveness, and creativity required in uncertain situations.
- Utilize various advisory and design data and information such as budgets, reports, documents and files.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Maintain confidentiality on various county matters.
- Communicate and interact with the general public and county personnel.
- Possess strong presentation skills.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, and sit.
- Exert light physical work in an office environment in a mainly sedentary position.

Kendall County is an Equal Opportunity Employer and maintains compliance with the American with Disabilities Act Amended Act by providing reasonable accommodations to qualified individuals and employees with disabilities.

CCT Approved: 00/00/2015



**ADDITIONAL INFORMATION** 

### KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

OPEN SESSION	
SUBJECT	Construction Bid Herff Road Phase II
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Discussion, Consideration and action concerning Bids received by Kendall County for the Construction of Herff Road Phase II from Old San Antonio Road to Business US87.
REASON FOR AGENDA ITEM	Construction Bid for Herff Road Phase II
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1

None

### Kendall County, Texas Bid Results

Bid No.:		Open Date: $\sqrt{12}$	1/2015
Title of Bid:	Herff Road Phase	Q	
	COMPANY	BID AMOUNT	MEET SPÉC.'s
1 · 7	immerman Construction		
	Company, WhC	\$4,054,183.30	
	Hers Construction, Inc.	344	
$\wedge$	oital Exervation Co.	#11,011,244.10	· ·
. Y	itis Company	\$4,001,167.60	
	Bel Construction	\$ 4900 a47.66	
7	N.		
8			Management of the second
9			
. 10			



COMMISSIONER COURT DATE: 7/27 OPEN SESSION	7/2015
SUBJECT	Construction Phase Service - Herff Road Phase II
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on executing a professional service contract with Klotz Associate for construction phase services and material testing for Herff Road Phase II between Old San Antonio Road and Business US87.
REASON FOR AGENDA ITEM	Construction Phase Service Contract
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None

901 South MoPac Expressway
Building V, Suite 220
Austin, Texas 78746
T 512.328.5771 F 512.328.5774
austin.office@klotz.com

July 20, 2015

Mr. Rick Tobolka, P.E. Kendall County Development Manager 201 E. San Antonio, Suite 101 Boerne, TX 78006

Re: Herff Road Phase 2 Construction Phase Services Proposal Klotz Associates Project No. 1033.003.000

Dear Mr. Tobolka,

I am pleased to provide you with a proposal to perform construction phase services for the construction of Herff Road — Phase 2 between BUS 87 and Old San Antonio Road. Some of the items in the scope are available as needed and will only be used by request of the County. Consistent with the previous contract, the fee will be hourly not to exceed.

Our total fee to perform these services is \$151,925 and includes Phase 2 materials testing. If you have any questions or additional comments, please contact me at 512-328-5771.

Sincerely,

Scott Dukette

Vice President

SD:mk

Attachments: Exhibit A - Scope of Work

ukette

Exhibit B - Fee Schedule

Exhibit C - Material Testing Scope of Work



WHO WILL THIS AFFECT?

**ADDITIONAL INFORMATION** 

### KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/27/2015 OPEN SESSION				
SUBJECT	Summary of the June Road Report.			
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.			
PHONE # OR EXTENSION #	830-249-9343, ext 656			
TIME NEEDED FOR PRESENTATION	5 Minutes			
WORDING OF AGENDA ITEM	Give a summary of the road activities for June.			
REASON FOR AGENDA ITEM	Report the progress of road work.			
IS THERE DOCUMENTATION	Yes.			

County wide

None.



# Kendall County Road & Bridge Monthly Report June 2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	1					
<b>Contractor Work</b>						
SCENIC LOOP RD		@ 1.3 miles.	Concrete	Dig around pipes for concrete work.	RD-1988-15	6/10/15
Miscellaneous						
SCENIC LOOP RD		@ 1.10 miles.	Labor Various	Install base in rip rap for flood guage.	RD-2031-15	6/18/15
<b>New Construction</b>						
SCENIC LOOP RD		@ 2.3 miles.	Fencing	Drilled post holes and set post.	RD-1998-15	6/11/15
SCENIC LOOP RD		@ 1.10 miles.	Drainage Structure Work	Haul base to contractor. Concrete prep work.	RD-2028-15	6/17/15
SCENIC LOOP RD		@ 1.0 miles.	Drainage Structure Work	Build fence across culverts.	RD-2166-15	6/29/15
SCENIC LOOP RD		@ 1.0 miles.	Drainage Structure Work	Build fence and water gap.	RD-2167-15	6/30/15
Signs						
CAZNEAU LN		@ 0.0 miles.	Repair Sign Support	Repair sign support. Bent sign back.	RD-2109-15	6/4/15

Total WO's For Pct 1

7

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	2					
Brush						
OLD SAN ANTONIO RD		@ 1.22 miles.	Right-of-Way Clearing	Cutting brush.	RD-1876-15	6/2/15
Cleaning and Debris		© 11=1 1111001	ragine of way elearning	Calling Diaolii.	NB 1010 10	0/2/13
MOUNTAINTOP TRL	108		Right-of-Way Clearing	Remove brush in ROW.	RD-1877-15	6/2/15
MOUNTAINTOP TRL	108		Tree Removal	Remove large stump from ROW.	RD-1976-15	
Contractor Work						
AMMANN RD	147		Pothole Repair; Contractor	Repair washed out areas.	RD-1952-15	6/5/15
CASCADE CAVERNS RD		#32, 122, 134.	그들은 사람들은 경우를 받으면 얼마를 가는 것이 없는데 없었다.	Repair potholes and shoulders.	RD-2075-15	
OLD SAN ANTONIO RD	25		Pothole Repair; Contractor		RD-2060-15	
SPRING CREEK RD		#147, 142, 126, 104, 105.		Repair potholes and shoulders.	RD-2076-15	
Flood Related						
JACOB DR		@ .1 miles.	Road Surface	Repair soft spot in road.	RD-1869-15	6/1/15
JACOB DR		@ .1 miles.	Road Surface	Correct soft spot repair.	RD-1874-15	
JACOB DR		@ .1 miles.	Road Surface	Correct soft spot repair.	RD-1879-15	
PLEASANT VALLEY DR N		@ .8 miles.	Ditch Maintenance	Open ditchline.	RD-1880-15	
Ierbicides and Vegetat	ion					0,0,10
CHARGER BLVD	202	Brush site. 2.0 Acres.	Post Pest Management	Spray both sides for broadleaf weeds.	RDH-1084-15	6/24/1
OLD SAN ANTONIO RD		Industrial to Parkway. 4 acres.	Post Pest Management	Spray both sides for broadleaf weeds.	RDH-1080-15	
Mowing						
CHARGER BLVD	202	Brush site.	Mowing	Mow and weed eat brush site.	RD-2090-15	6/25/1
OLD SAN ANTONIO RD		@ .0 to 1.81 miles.	Mowing	Mow Right-of-Way	RD-2155-15	
SHARON DR		@ .0 to 1.09 miles.	Mowing	Mow Right-of-Way	RD-2154-15	
Non Road and Bridge						
CHARGER BLVD	202		Chipping	Grinding brush.	RD-1870-15	6/1/15
CHARGER BLVD	202	Brush Site.		Grinding brush.	RD-1965-15	
CHARGER BLVD	202		Labor Various	Take 28 to brush site, pick up 65 for repairs.	RD-1999-15	
CHARGER BLVD	202	Brush site.		Grinding brush.	RD-2005-15	
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-2021-15	
CHARGER BLVD	202	Brush site.		Grinding brush.	RD-2047-15	
CHARGER BLVD	202	Brush site.		Grinding Brush	RD-2081-15	
aving and Prep						
CASCADE CAVERNS RD		@ .8 to 1.62 miles.	Bleeding Pavement	Spread grade 5 rock on bleeding roads.	RD-1997-15	6/11/1
GUTHRIE RD		@ 0.01 miles.		Put out grade 5 rock for bleeding.	RD-1980-15	
OLD CURRY CREEK RD		@ 0.0 to .26 miles.	그 그녀, 사람도 가득하면서 경제 그리아서 그 모으라고 다.	Put out grade 5 rock on bleeding area.	RD-1970-15	
Signs						
uesday, July 21,2015			2 of 12			

Route	Address	Location	Activity	Details	W.O. No Date
		@ 1.0 miles.	Install	Install temporary Stop sign.	RD-2110-15 6/4/15
JOE KLAR RD		@ 1.0 IIIIes.	Instan		

Total WO's For Pct 2

27

				D 4 2	W.O. No Date
Route	Address	Location	Activity	Details	
	3				
Precinct				Cut brush in front of stop sign.	RD-2044-15 6/22/15
Brush		@ .1 miles.	Right-of-way Clearing	Cut tree limb that fell down.	RD-1961-15 6/8/15
ARTHUR ST		@ 3.0 miles.	Brush Removal	Cut tiee iiiib that ion bear	
CRABAPPLE RD		<b>.</b>		Lab auddorn	RD-2152-15 6/16/15
Contractor Work		O. F. miles	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2153-15 6/16/15
CRABAPPLE RD		@ .5 miles.	n usala Donaire Contractor	Repair politices and should be	RD-2027-15 6/17/15
CRABAPPLE RD	241	# 248, 516, 532, 544.	Pothole Repair; Contractor	Repair 1000 wash outs.	RD-1974-15 6/9/15
CRABAPPLE RD				Did around pipes, prop were	RD-2150-15 6/16/15
CYPRESS LN		@ .3 miles.	Contractor	Repair potholes and shoulders.	RD-2151-15 6/16/15
EDGE FALLS RD	832		Contractor	Repair politioles and should be	RD-2061-15 6/23/15
EDGE FALLS RD	517		Datholo Benair: Contractor	Repair politicies and official	RD-2059-15 6/22/15
NOLLKAMPER RD	28	#35, 44, 215, 300,402.	n Contractor	Repair 1000 damage.	RD-2062-15 6/23/15
OLD BLANCO RD		#35, 44, 215, 300,402.	Demain Contractor	r Repair politicles and shoulders	RD-2063-15 6/23/15
RIDGE VIEW DR	105	@ Walnut Grove North.	Pothole Repair; Contractor	r Repair potholes and shoulders.	
SCHMIDT LN		@ Wallut Glove Hora			RD-1960-15 6/8/15
Flood Related			Debris Removal	Pick up flood debris.	RD-2012-15 6/15/15
ACKER RD		@ 3.6 miles.	Barricades	Remove barricades to open road.	RD-2035-15 6/22/15
ACKER RD		@ 5.2 miles.	Road Surface	Remove asphalt and patch with 330cc.	RD-1884-15 6/4/15
ARTHUR ST		@32 miles.	Debris Removal	Clean asphalt and debris from fence.	RD-1885-15 6/4/15
CRABAPPLE RD		@ 2.6 miles.	Debris Removal	Clean right of way.	RD-1958-15 6/8/15
CRABAPPLE RD		@ 5.2 miles.	Fencing	Repair fence from flooding.	RD-1959-15 6/8/15
CRABAPPLE RD		@ 3.2 miles.	Debris Removal	Clear debris from fence line.	RD-2002-15 6/15/15
CRABAPPLE RD		@ 3.2 miles.	Road Surface	Patch pothole.	RD-2082-15 6/29/15
CRABAPPLE RD		@ 5.8 miles.	Debris Removal	Clean debris from ROW.	RD-2041-15 6/22/15
EDGE FALLS RD		@ 4.6 miles.	Debris Removal	Sweep debris off road from flood.	RD-2042-15 6/22/15
N SOMEDAY DR	111		Debris Removal	Sweep debris off road from flood.	RD-1881-15 6/3/15
N SOMEDAY DR	135		Debris Removal	Clean debris from culvert pipe.	RD-1957-15 6/8/15
OLD BLANCO RD		@ 1.0 miles.	Debris Removal	Clean debris from ditch and ROW.	RD-1966-15 6/9/15
OLD BLANCO RD		@ 1.0 miles.	Road Surface	Repair bad spot in road.	RD-2097-15 6/30/15
OLD BLANCO RD		@ 4.0 miles.	Road Surface	Remove asphalt from road due to flooding.	RD-2086-15 6/30/15
OLD BLANCO RD		@ 3.4 miles.	Debris Removal	Haul equipment to job site.	RD-1938-15 6/1/15
OLD BLANCO RD	44		Debris Removal	Sweep road of debris.	RD-1975-15 6/9/15
SEEWALD RD		@ 0.0 to 1.2 miles.	Debris Removal	Pick-up gravel from low water crossing.	RD-1935-15 6/1/15
STAUDT ST		@ .2 miles.	Debris Removal	Sweep debris from road.	RD-1883-15 6/4/15
WALNUT WAY		@ 0.0 to .83 miles.	Barricades	Removed barricades and opened road.	RD-2003-15 6/15/15
WENGENROTH RD		At 316 and 316A markers.	Debris Removal	Clean debris from ditch line.	10 2000 . 0, -1, -1
WENGENROTH RD		@ 3.0 to 3.1 miles.	Deniis Kemovai		
VVERGERRO			4 of 12		

Route	Address	Location	Activity	Details	W.O. No	Date
Flood Related						
WINCHESTER DR		@ .7 miles.	Debris Removal	Clean debris from ditch line.	RD-2034-15	6/22/15
Maintenance						
NOLLKAMPER RD		@ .4 miles.	Ditch Maintenance	Clean out lower side of culvert pipe.	RD-2015-15	6/16/15
NOLLKAMPER RD		@ .2 miles.	Ditch Maintenance	Blade clogged ditch.	RD-2038-15	6/18/15
WALNUT GROVE RD		@ 2.4 miles.	Road Surface	Dig out soft spot.	RD-2043-15	6/22/15
Miscellaneous						
FM 3351 N	1133		Haul equipment	Haul Backhoe #119 to shop for repairs.	RD-1990-15	6/10/15
Mowing						
EDGE FALLS RD		@ 0 to 8.8 miles.	Mowing	Mow and weed eat ROW.	RD-2089-15	6/25/15
N SCHOOL ST		@ .0 to .37 miles.	Mowing	Mow Right-of-Way.	RD-2168-15	
<b>New Construction</b>						
CYPRESS LN		@ .3 miles.	Concrete Work	Back fill around culverts, haul off excess mat.	RD-2037-15	6/18/15

Route	Address	Location	Activity	Details		Date
Precinct	4					
Brush						
AXIS DEER RUN		@ .23 miles.	Right-of-Way Clearing	Trim low hanging limbs.	RD-2009-15	6/15/15
BROADWAY		@ .1 miles. Cypress Creek.	Right-of-Way Clearing	Cut and remove tree. From bridge.	RD-2077-15	6/28/15
BROADWAY		@ .2 miles. Cypress Creek.	Brush Removal	Pick up limbs that fell from tree.	RD-2084-15	6/29/15
FAWN LN		@ 0 to .1 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-2020-15	6/16/15
FAWN LN		@ 0 to .8 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-2025-15	6/17/15
IDLEWILDE BLVD		@ .0 to .7 miles.	Right-of-Way Clearing	Cut low hanging limbs.	RD-1987-15	
KENDALL OAKS DR		@ .4 to .6 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-2019-15	
KENDALL OAKS DR		@ .1 to .4 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-2026-15	
OLD #9 HWY		@ .1 and 5.4 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-2007-15	6/15/15
SPARKLING SPRINGS DR		@ .4 miles.	Debris Removal	Clear brush on road.	RD-2008-15	
TOWER RD		@ 2.27 miles.	Debris Removal	Clean brush in ROW.	RD-2018-15	6/16/15
ZOELLER LN		@ .5 miles.	Brush Removal	Remove tree from right of way.	RD-2051-15	6/6/15
Cleaning and Debris						
AVENUE A	109		Brush Removal	Remove brush from right of way.	RD-2050-15	6/2/15
IDLEWILDE BLVD	132		Right-of-Way Clearing	Clean brush from ROW.	RD-1878-15	6/2/15
THIRD ST	102	@ .1 miles.	Right-of-Way Clearing	Brush in ROW.	RD-1875-15	6/2/15
WARING WELFARE RD		@ 2.6 miles.	Tree Removal	Remove tree from ROW.	RD-1964-15	6/8/15
ZOELLER LN		@ .9 miles.	Tree Removal	Remove tree down on road.	RD-1963-15	6/8/15
Contractor Work						
RIVER BEND RD	48		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1903-15	
SPANISH PASS RD		#155, 35, 31.	Pothole Repair; Contractor	Repair potholes.	RD-2058-15	
SPARKLING SPRINGS DR	205		Pothole Repair; Contractor	Repair washed out areas.	RD-1955-15	
SPARKLING SPRINGS DR	203		Pothole Repair; Contractor		RD-1956-15	
UPPER CIBOLO CREEK RD		From #340 to 327.	Pothole Repair; Contractor		RD-1979-15	
UPPER CIBOLO CREEK RD		From #327 to box 27.	Pothole Repair; Contractor		RD-1981-15	
WALNUT GROVE NORTH	612			Repair potholes and shoulders.	RD-2064-15	
WARING WELFARE RD	38		Pothole Repair; Contractor	Repair washed out areas.	RD-1954-15	
WARING WELFARE RD	235			Repair potholes and shoulders.	RD-2065-15	
ZOELLER LN		#305, 244, 216.		Repair potholes and shoulders.	RD-1902-15	
ZOELLER LN	244		Pothole Repair; Contractor	Repair washed out areas.	RD-1953-15	6/5/15
Flood Related						
BIG JOSHUA CREEK RD		@ 2.1 miles.	Debris Removal	Clean gravel off road.	RD-2071-15	6/25/15
BIG JOSHUA CREEK RD	142		Debris Removal	Clean filled up ditch.	RD-2079-15	6/29/15
CRAVEY RD		@ 1.7 miles.	Debris Removal	Clear debris at bridge to open road.	RD-1867-15	6/1/15
CRAVEY RD		@ 1.7 miles.	Debris Removal	Dig on lower side of bridge to open.	RD-1873-15	6/2/15
Tuesday, July 21,2015		9	6 of 12			

Route	Address	Location	Activity	Details	W.O. No	Date
Flood Related						
CRAVEY RD		@ 1.7 miles.	Debris Removal	Clearing box culvert of debris.	RD-1939-15	6/2/15
CRAVEY RD		@ 1.7 miles.	Debris Removal	Clear gravel from road.	RD-1942-15	6/3/15
CRAVEY RD		@ 1.7 miles.	Debris Removal	Clear gravel from road to get it open.	RD-1941-15	6/4/15
CRAVEY RD		@ 1.6 miles.	Debris Removal	Haul track loader to job site.	RD-1969-15	6/4/15
CRAVEY RD		@ .40 miles.	Debris Removal	Clearing gravel out of creek bottom.	RD-1978-15	6/9/15
CRAVEY RD		@ 1.6 miles.	Debris Removal	Clean sand off road.	RD-1983-15	6/10/15
CRAVEY RD		@ 1.7 miles.	Road Surface	Blade gravel and filled in drop off in road.	RD-2036-15	6/18/15
CROSSING RD		@ .05 miles.	Debris Removal	Clean debris from culvert pipes.	RD-1985-15	6/10/15
HEIN RD		@ 0.0 to .2 miles.	Debris Removal	Clear culvert pipes of debris.	RD-1973-15	6/9/15
HEIN RD		@ .4 miles.	Debris Removal	Make road temporarily passable.	RD-1971-15	6/9/15
HEIN RD		@ .40 miles.	Debris Removal	Clean gravel from in front of culvert pipe.	RD-1982-15	6/10/15
HEIN RD			Debris Removal	Move 51 from Hein Rd to Cravey Rd.	RD-1996-15	6/11/15
HOLIDAY RD	310	@ 3.0 miles.	Concrete Work	Fill cave in on lower side washout.	RD-2067-15	
HOLIDAY RD	310	@ 3.0 miles.	Concrete Work	Put in rock, tied steel, poured concrete.	RD-2070-15	
JENNIFER DR		@ .4 to .5 miles.	Debris Removal	Sweep debris off road from flood.	RD-2040-15	6/22/15
AKE SIDE CIR		@ .9 and 1.3 miles.	Debris Removal	Clean out culvert pipe.	RD-2129-15	
ITTLE JOSHUA CREEK RD		@ .1 miles.	Debris Removal	Clear culvert pipes of debris.	RD-1972-15	
ITTLE JOSHUA CREEK RD		@ 1.4 miles.	Road Surface	Blade gravel and filled in rough spots.	RD-2131-15	
OLD #9 HWY		@ 4.0 miles.	Road Surface	Fill in missing asphalt with #2 base.	RD-1945-15	
OLD #9 HWY		@ 3.4 to 3.5 miles.	Road Surface	Clean ditch for water drainage.	RD-1946-15	6/3/15
OLD #9 HWY		@ 5.0 miles.	Debris Removal	Clean clogged culvert pipe.	RD-1947-15	6/4/15
OLD #9 HWY	322		Debris Removal	Clean clogged culvert pipe and let water flow	RD-1948-15	6/4/15
OLD #9 HWY		@ 4.8 miles.	Debris Removal	Unclog culvert and clean ditch.	RD-1949-15	6/4/15
OLD #9 HWY		@ 1.4 miles.	Debris Removal	Remove rock and gravel off road.	RD-1962-15	6/8/15
OLD #9 HWY		@ 1.4 miles.	Debris Removal	Remove debris from culvert pipe.	RD-1977-15	6/9/15
OLD #9 HWY	22	@ .4 miles.	Ditch Maintenance	Clean out ditch to allow water to get off road.	RD-1986-15	6/10/15
OLD #9 HWY		@ 8.0 miles.	Haul equipment	Go to Alamo Springs pick up 38 take to yard.	RD-1992-15	6/11/15
OLD COMFORT RD		@ 0.0 to 1.4 miles.	Debris Removal	Sweep road of debris.	RD-1937-15	6/1/15
POSSUM CREEK RD		@ 2.0 miles.	Debris Removal	Worked on getting pipe open.	RD-2085-15	6/29/15
POSSUM CREEK RD		@ 0 to .2 miles.	Road Surface	Fill rough spots with roadside materials.	RD-2094-15	6/30/15
POSSUM CREEK RD		@ .6 miles.	Debris Removal	Open clogged culvert pipes.	RD-2095-15	6/30/15
POSSUM CREEK RD		@ 2.0 miles.	Debris Removal	Open clogged culvert pipes.	RD-2096-15	6/30/15
RIVER BEND RD	118	@ James Kiehl Park	Debris Removal	Remove base and place logs and barrels.	RD-2128-15	6/17/15
RIVER BEND RD		@ 1.6 miles.	Road Surface	Remove base from road.	RD-2054-15	6/18/15
ROLLING ACRES RD		@ .0 to .44 miles.	Debris Removal	Sweep complete road for debris.	RD-2039-15	6/22/15
SABINE RD	117		Debris Removal	Clean debris from road and culvert.	RD-1936-15	6/1/15
UPPER CIBOLO CREEK RD		@ 3.6 to 4.0 miles.	Culvert Work	Unclog culvert pipes.	RD-1872-15	6/1/15
UPPER CIBOLO CREEK RD	506		Debris Removal	Unclog culvert pipe.	RD-1940-15	CIDITE

7 of 12

Tuesday, July 21,2015

Route A	ddress	Location	Activity	Details	W.O. No	Date
Flood Related						
UPPER CIBOLO CREEK RD		@ .2 miles.	Labor Various	Fill potholes with caliche.	RD-2074-15	6/25/15
UPPER SISTERDALE RD		@ 5.7 to 7.2 miles.	Road Surface	Blade road.	RD-2046-15	
UPPER SISTERDALE RD		@ 5.2 to 5.7 miles.	Road Surface	Blade road.	RD-2068-15	6/24/15
UPPER SISTERDALE RD		@ 5.3 to 5.7 miles.	Ditch Maintenance	Clean ditches.	RD-2073-15	
UPPER SISTERDALE RD		@ 5.8 miles.	Ditch Maintenance	Clean ditch line.	RD-2083-15	
UPPER SISTERDALE RD		@ 5.8 miles.	Ditch Maintenance	Work on ditch line.	RD-2087-15	6/30/15
VALLEY RD		@ .2 to .8 miles.	Debris Removal	Clean debris off of road.	RD-1984-15	
VALLEY VIEW	124		Ditch Maintenance	Clean ditch line.	RD-2001-15	
VARIOUS RD			Barricades	Set out barricades for flooding.	RD-2049-15	
WARING WELFARE RD		@ 6.3 miles.	Debris Removal	Clean debris out of river bridge.	RD-1868-15	
WARING WELFARE RD		@ 3.8 miles.	Debris Removal	Clear asphalt from bridge, flag for Tx road repair.	RD-1943-15	
WARING WELFARE RD		@ 1.0 miles.	Road Surface	Blade gravel and fill in drop off in road.	RD-2112-15	
WARING WELFARE RD		@ 1.0 miles.	Road Surface	Blade rough spot in road, put in base.	RD-2113-15	
ZOELLER LN	137		Culvert Work	Repair wash out along shoulder of road.	RD-2114-15	
Herbicides and Vegetation						
BIG JOSHUA CREEK RD		@ 0 to 2.63 miles. 4.7 Acres.	Post Pest Management	Spray both sides for broadleaf weeds.	RDH-1082-15	6/24/15
BLUE RDG		@ 0.0 to .28 miles5 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1093-15	
COUNTRY LN		@ 0.0 to .34 miles2 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1095-15	
EAST ST		@ 0.0 to .37 miles3 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1101-15	
EIGHTH ST		@ 0.0 to .40 miles5 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1087-15	6/29/15
FIFTH ST		@ 0.0 to 1.22 miles4 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1090-15	
FIRST ST		@ 0.0 to .09 miles1 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1097-15	
FOURTH ST		@ 0.0 to .35 miles2 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1091-15	
INDEPENDENCE PKWY		@ 0.0 to .09 miles1 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1100-15	
LINDNER AVE		@ 0.0 to .18 miles1 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1085-15	
NORTH CREEK RD		@ 0.0 to 1.13 miles. 1.3 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1098-15	
OLD COMFORT RD	3	R&B Facility. 2.8 Acres	Post Pest Management	Spray both sides for broadleaf weeds.	RDH-1083-15	
PANKRATZ RD		@ 0.0 to .99 miles6 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1094-15	6/30/15
ROOSEVELT		@ 0.0 to .23 miles1 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1086-15	
SECOND ST		@ 0.0 to .43 miles2 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1096-15	
SEVENTH ST		@ 0.0 to .81 miles3 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1088-15	6/29/15
SIXTH ST		@ 0.0 to .46 miles2 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1089-15	6/29/15
SPANISH PASS RD	44	Solid waist facility5 Acres.	Post Pest Management	Spray both sides for broadleaf weeds.	RDH-1081-15	
THIRD ST		@ 0.0 to .62 miles2 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1092-15	
WEST ST		@ 0.0 to .35 miles1 Acre.	Pavement Management	Spray both sides for total kill.	RDH-1099-15	
<b>A</b> aintenance			3			
BIG JOSHUA CREEK RD	201		Ditch Maintenance	Clean ditch.	RD-2078-15	6/29/15
CONTROL CONTRO	Section Control of the Control of th			An engangerapera (1980) 100 (190)	The second secon	

Route	Address	Location	Activity	Details	W.O. No	Date
Maintenance						
BROADWAY	429		Driveway Work	Repair wash out in driveway.	RD-2132-15	6/24/15
EDMISTON LN			Brush in ROW	Tree down. Private Road. No action.	RD-2092-15	6/29/15
GRAPEVINE		@ .07 miles.	Clean out culvert	Remove dirt from drainage.	RD-2055-15	6/22/15
HOLIDAY RD	415	@ 4.1 miles.	Ditch Maintenance	Fill in ditch with shot rock.	RD-2069-15	6/24/15
HOLIDAY RD	415	@ 4.1 miles.	Ditch Maintenance	Fill ditch with shot rock.	RD-2072-15	6/25/15
JENNIFER DR		@ .3 miles.	Ditch Maintenance	Remove gravel from road and clean ditch.	RD-2130-15	6/17/15
KENDALL JACKSON		From #162 to #420.	Road Surface	Scrap mud off road from LCRA.	RD-2052-15	6/17/15
SHOOTING CLUB RD		@ .4 and .5 miles.	Road Surface	Repair pothole.	RD-2066-15	6/23/15
UPPER SISTERDALE RD		@ 4.2 to 5.5 miles.	Road Surface	Blade road.	RD-2017-15	6/16/15
UPPER SISTERDALE RD		@ 4.5 to 5.5 miles.	Road Surface	Blade road.	RD-2024-15	6/17/15
UPPER SISTERDALE RD		@ 6.6 to 7.2 miles.	Road Surface	Blade road.	RD-2030-15	6/18/15
UPPER SISTERDALE RD		@ 3.5 miles.	Ditch Maintenance	Clean ditch line.	RD-2093-15	6/29/15
UPPER SISTERDALE RD		@ 3.5 miles.	Ditch Maintenance	Work on ditch line.	RD-2088-15	6/29/15
VALLEY VIEW		@ .4 to .8 miles.	Road Surface	Blade road.	RD-1989-15	6/10/15
VALLEY VIEW	120		Road Surface	Drop off 85 p/u 30 take to yard.	RD-1993-15	6/11/15
VALLEY VIEW		@ .9 to 1.2 miles.	Road Surface	Blade road.	RD-1995-15	6/11/15
WALL ST		@ .1 miles.	Clean out culvert	Remove dirt and gravel from drainage.	RD-2057-15	6/22/15
WALNUT GROVE NORTH		@ .7 miles.	Ditch Maintenance	Clean out ditch.	RD-2014-15	6/16/15
WALNUT GROVE NORTH		@ 1.3 miles.	Ditch Maintenance	Clean ditch.	RD-2016-15	6/16/15
WALNUT GROVE NORTH		@ 1.3 miles.	Ditch Maintenance	Reworked ditch.	RD-2023-15	6/17/15
WARING WELFARE RD		@ 3.3 miles.	Ditch Maintenance	Clean ditch.	RD-2010-15	6/15/15
WARING WELFARE RD	233		Ditch Maintenance	Clean dirt out of ditch.	RD-2011-15	6/15/15
WARING WELFARE RD	245		Mailbox Approach	Put gravel in mailbox approach.	RD-2013-15	6/15/15
ZOELLER LN	330		Ditch Maintenance	Clean ditch line.	RD-2029-15	6/18/15
Miscellaneous						
LITTLE JOSHUA CREEK RD	)	@ 1.4 miles.	Labor Various	Assit with water rescue, dig out road.	RD-2056-15	6/22/15
OLD COMFORT RD	3		Labor Various	Push metal and base into piles.	RD-2127-15	6/17/15
SIXTH ST	429		Labor Various	Meet with Atmos Energy about lowering gas.	RD-2032-15	6/18/15
VALLEY VIEW		@ .4 miles.	Haul equipment	Pick up rental backhoe and take to job site.	RD-1991-15	6/10/15
VALLEY VIEW		@ .4 miles.	Haul equipment	Take 85 & rental to shop for repair, p/u 119.	RD-2000-15	6/15/15
VARIOUS RD			Roadway Inspection	Check Roads with FEMA on flood damage.	RD-2134-15	6/30/15
Mowing						
FABRA ST		@ .0 to .41 miles.	Mowing	Mow Right-of-Way.	RD-2169-15	6/29/15
SHOOTING CLUB RD		@ .0 to .5 miles.	Mowing	Mow Right-of-Way.	RD-2170-15	
New Construction						
LOOP 1087		@ .2 to .37 miles.	Drainage Structure Work	Remove base so that concrete can be poured.	RD-1944-15	6/3/15
LOOP 1087		@ .2 to .37 miles.	Drainage Structure Work	Get shoulder ready for concrete.	RD-1951-15	
2001 1001			9 of 12	,		-, ., -0

Route	Address	Location	Activity	Details	W.O. No	Date
New Construction						
LOOP 1087		@ .3 miles.	Drainage Structure Work	P/U Barrels, signs and pile of dirt.	RD-2053-15	6/18/15
WATER ST		@ Seventh Street.	Concrete	Cutting out ditch for concrete.	RD-2133-15	6/29/15
Non Road and Bridge						
FM 289	716		Labor Various	Haul materials to Joshua Springs Park.	RD-1882-15	6/3/15
FM 289	716		Labor Various	Haul 3x5 rock to Joshua Springs Park.	RD-1950-15	6/4/15
FM 289	712		Labor Various	Delivered 31 to Parks Department.	RD-2006-15	6/15/15
FM 289	648	KCYA&EC.	Labor Various	Pump water from south parking lot.	RD-2045-15	6/23/15
SPANISH PASS RD	42		Labor Various	Haul recycling to San Marcos.	RD-1994-15	6/11/15
Striping						
OLD COMFORT RD	3	Shop	Striping	Add parking spot and stripe at shop.	RD-2033-15	6/18/15

Route	Address	Location	Activity	Details	W.O. No Date
Precinct	COB				
Non Road and Br	idge				
CHARGER BLVD	202		Chipping	Grinding brush.	RD-1871-15 6/1/15
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-2004-15 6/15/15
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-2022-15 6/16/15
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-2048-15 6/24/15
CHARGER BLVD	202	Brush site.	Chipping	Grinding Brush	RD-2080-15 6/29/15
Total WO's For	Pct COB	5			

Route Address Location Activity Details W.O. No Date

**Total Work Orders** 

227



COMMISSIONER	COURT	DATE:	7/27/2015

**OPEN SESSION** 

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



### Kendall County Operations Monthly Report

### June-2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	1					
Signs						
BALCONES RD WEST		@ .25 miles.	Repair	Repair downed flood guage.	SI-1535-15	6/1/15
HIGH VIEW DR		@ .02 miles.	Repair	Repair bent no outlet sign.	SI-1590-15	6/17/15
JOHNS RD		@ 1.25 miles.	Replace	Repair and replace delineators.	SI-1558-15	6/4/15
JOHNS RD		@ 1.4 miles.	Install	Install 4 chevrons.	SI-1557-15	6/4/15
JOHNS RD		@ 5.3 miles.	Replace	Replace washed away delineators.	SI-1589-15	6/17/15
SCENIC LOOP RD		@ 1.3 miles.	Install	Install missing flood guage.	SI-1676-15	6/30/15
SCENIC LOOP RD		@ 1.3 miles.	Install	Install 3 missing delineators.	SI-1677-15	6/30/15

Total WO's For Pct 1

7

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	2					
Signs						
AMMANN RD	112	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1560-15	6/9/15
GREEN CEDAR RD		@ .15 miles.	Relocate	Stop ahead sign in wrong place.	SI-1592-15	6/17/15
JOE KLAR RD		@ .4 miles.	Repair	Repair leaning Stop sign.	SI-1584-15	6/15/15
MALLARD DR	127	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1561-15	6/9/15
MALLARD DR	114	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1559-15	6/9/15
OLD FREDERICKSBURG RD		@ 1.46 miles.	Repair	Repair bent over delineators.	SI-1591-15	6/17/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	3					
Signs						
C.W. RANCH ROAD		Fabricate at shop.	Fabricate	Fabricate road name sign.	SI-1536-15	6/1/15
C.W. RANCH ROAD		@ 0.01 miles.	Install	Install new Private Road sign.	SI-1588-15	6/15/15
EDGE FALLS RD		@ 3.6 miles.	Repair	Repair cattle guard damaged in accident.	SI-1581-15	6/11/15
EDGE FALLS RD		@ 3.6 miles.	Repair	Repair cattle guard damaged in accident.	SI-1582-15	6/11/15
EDGE FALLS RD		@ 3.6 miles.	Install	Weld cattle guard.	SI-1585-15	6/15/15
EDGE FALLS RD		@ 4.6 miles.	Install	Install Tow Away sign missing by flood.	SI-1644-15	6/24/15
EDGE FALLS RD		@ 4.7 miles.	Install	Install No Parking sign missing by flood.	SI-1637-15	6/24/15
EDGE FALLS RD		@ 4.7 miles.	Install	Install Tow Away sign missing by flood.	SI-1638-15	6/24/15
EDGE FALLS RD		@ 1.8 miles.	Repair	Repair No Parking Sign support.	SI-1645-15	6/24/15
EDGE FALLS RD		@ 1.9 miles.	Repair	Repair No Parking Sign support.	SI-1647-15	6/24/15
EDGE FALLS RD		@ 4.7 miles.	Install	Install No Parking sign missing by flood.	SI-1639-15	6/24/15
EDGE FALLS RD		@ 4.7 miles.	Install	Install Tow Away sign missing by flood.	SI-1640-15	6/24/15
EDGE FALLS RD		@ 1.8 miles.	Repair	Repair No Parking Sign support.	SI-1646-15	6/24/15
EDGE FALLS RD		@ 4.6 miles.	Install	Install No Parking sign missing by flood.	SI-1643-15	6/24/15
EDGE FALLS RD		@ 1.91 miles.	Install	Install No U Turn sign downed by flood.	SI-1636-15	6/24/15
EDGE FALLS RD		@ 4.6 miles.	Install	Install No Parking sign missing by flood.	SI-1641-15	6/24/15
EDGE FALLS RD		@ 4.6 miles.	Install	Install Tow Away sign missing by flood.	SI-1642-15	6/24/15
EDGE FALLS RD		@ 4.6 miles.	Replace	Replace Delineators.	SI-1649-15	6/25/15
FAWN VALLEY	221	Fabricate at shop.	Fabricate	Fabricate No Parking Loading Zone sign.	SI-1662-15	6/29/15
FAWN VALLEY	221	Courthouse annex.	Install	Install No Parking Loading Zone sign.	SI-1663-15	6/29/15
SADDLE MOUNTAIN DR	338	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1563-15	6/10/15
SATTLER RD	245	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1635-15	6/24/15
SCHMIDT LN	2.0	@ .5 miles.	Repair	Repair flood guage.	SI-1618-15	6/23/15
SUMMIT TRL	210	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1562-15	6/9/15
WALNUT GROVE NORTH	210	@ .98 miles.	Repair	Repair bent delineator.	SI-1619-15	6/23/15
WALNUT GROVE RD		@ 1.6 miles.	Install	Install new pole and sign.	SI-1546-15	6/1/15
WALNUT GROVE RD		@ 1.65 miles.	Replace Support	Replace sign support for right turn sign.	SI-1547-15	6/1/15
WALNUT GROVE RD		@ 2.8 miles.	Repair	Repair flood guage and delineators.	SI-1617-15	6/23/15
WALNUT GROVE RD		@ 2.9 miles.	Repair	Repair sign support for no outlet sign.	SI-1616-15	6/23/15

Total WO's For Pct 3 29

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	4					
Signs						
ALLEN RD		@ .76 miles.	Barricades	Place orange netting around road hazard.	SI-1551-15	6/2/15
ALLEN RD		@ .72 miles.	Barricades	Place large barricade at road hazard.	SI-1552-15	6/2/15
ALLEN RD		@ .73 miles.	Install	Install temporary wooden yield to oncoming.	SI-1553-15	6/2/15
ALLEN RD		@ .83 miles.	Install	Install temporary yeild to oncoming traffic signs	SI-1549-15	6/2/15
ALLEN RD		@ .72 miles.	Install	Install two delineators.	SI-1554-15	6/2/15
ALLEN RD		@ .81 miles.	Barricades	Place large barricade by bad spot in road.	SI-1550-15	6/2/15
ALLEN RD		Fabricate at shop.	Fabricate	Fabricate To oncoming traffic sign.	SI-1548-15	6/2/15
ALTGELT		@ .01 miles.	Install	Replace three delineators.	SI-1614-15	6/23/15
AMBER DR	105	@ 10 1 mm	Repair	Repair ballard.	SI-1675-15	6/18/15
AVENUE A	100	@ .05 miles.	Install	Replace one delineator.	SI-1615-15	6/23/15
CRAVEY RD		@ 3.5 miles.	Install	Install two new delineators.	SI-1580-15	6/10/15
DALY RD	19	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1659-15	6/29/15
FIFTH ST	10	@ .45 miles.	Install	Install new delineator.	SI-1626-15	6/23/15
FM 473	28	Comfort Solid Waste.	Repair	Repair gate latch at Comfort solid waste.	SI-1587-15	6/15/15
FRAULEIN LN	58	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1566-15	6/9/15
HEIN RD	00	@ .5 miles.	Install	Install seven delineators.	SI-1574-15	6/10/15
HEIN RD		@ .15 miles.	Install	Install two delineators.	SI-1571-15	6/10/15
		@ .15 miles.	Install	Install four delineators.	SI-1572-15	6/10/15
HEIN RD		@ .29 miles.	Replace	Replace three missing delineators.	SI-1576-15	6/10/15
HEIN RD		@ .5 miles.	Repair	Repair downed flood guage.	SI-1575-15	6/10/15
HEIN RD		@ .1 miles.	Install	Install four delineators.	SI-1573-15	6/10/15
HEIN RD		@ 1.1 miles.	Repair	Repair broken chain on bridge closed gate.	SI-1586-15	6/15/15
HIGH ST	107	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1653-15	6/25/15
HIGH ST HOLIDAY RD	107	@ 4.25 miles.	Place or Remove Temp	30 mph Speed Limit sign.	SI-1648-15	6/24/15
HOLIDAY RD		@ 3.1 miles.	Sign Install	Install new delineators.	SI-1650-15	6/25/15
JENNIFER DR	6	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1564-15	6/9/15
LITTLE JOSHUA CREEK RD		@ .3 miles.	Install	Replace missing flood guage.	SI-1570-15	6/9/15
LITTLE JOSHUA CREEK RD		@ .3 miles.	Install	Install new delineator.	SI-1578-15	6/10/15
LITTLE JOSHUA CREEK RD		@ .3 miles.	Install	Install 2- 1/2 x 5 1/2 anchor wedges.	SI-1579-15	6/10/15
MESQUITE TRAIL		@ 0.01 miles.	Repair	Repair leaning Stop sign.	SI-1583-15	6/11/15
		@ .21 miles.	Repair	Repair downed flood guage and delineators.	SI-1545-15	6/1/15
NOTTINGHAM LN		@ 4.8 miles.	Repair	Repair chevron and delineator support.	SI-1610-15	6/22/15
OLD #9 HWY		@ 2.0 miles.	Repair	Repair downed flood guage.	SI-1567-15	6/9/15
RIVER BEND RD		@ .45 miles.	Install	Install hidden entrance sign.	SI-1593-15	
RIVER BEND RD	100			Fabricate 911 address plate.	SI-1661-15	
SABINE RD	109	Fabricate at shop.	Fabricate	Tablicate of Fadarese plate.		

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
SHADY OAKS DR	251	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1634-15	6/24/15
SONOMA RDG	288	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1660-15	
SPANISH PASS RD	16	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1565-15	6/9/15
SPARKLING SPRINGS DR		@ .42 miles.	Repair	Repair downed flood guage.	SI-1544-15	6/1/15
TEN WEST DR	104	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1632-15	6/15/15
THIRD ST		@ .19 miles.	Replace	Replace 20 mph vandalized sign.	SI-1577-15	6/10/15
ULMUS RD	140	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1633-15	6/17/15
UPPER CIBOLO CREEK R		@ 5.12 miles.	Install	Install and repair delineators	SI-1538-15	6/1/15
UPPER CIBOLO CREEK R		@ 4.78 miles.	Repair	Repair flood guage.	SI-1540-15	6/1/15
UPPER CIBOLO CREEK R		@ 4.69 miles.	Install	Install one delineator.	SI-1542-15	6/1/15
UPPER CIBOLO CREEK R		@ 4.78 miles.	Install	Install three delineators.	SI-1541-15	
UPPER CIBOLO CREEK R		@ 5.15 miles.	Install	Install delineators.	SI-1539-15	6/1/15
UPPER CIBOLO CREEK R		@ 5.12 miles.	Install	Install flood guage.	SI-1537-15	6/1/15
UPPER CIBOLO CREEK R		@ 4.23 miles.	Install	Install six delineators.	SI-1556-15	6/2/15
UPPER CIBOLO CREEK R		@ 4.33 miles.	Install	Install one delineator.	SI-1555-15	6/2/15
UPPER CIBOLO CREEK R		@ 4.2 miles.	Install	Install delineators where they were removed.	SI-1620-15	6/18/15
UPPER CIBOLO CREEK R		@ 4.4 miles.	Install	Reinstall public notice sign.	SI-1651-15	6/25/15
UPPER CIBOLO CREEK R		@ 3.9 miles.	Repair	Repair sign support.	SI-1652-15	6/25/15
UPPER CIBOLO CREEK R		@ 4.6 miles.	Repair Sign Support	Repair 1 lane bridge sign support.	SI-1658-15	6/29/15
UPPER CIBOLO CREEK R		@ 4.7 miles.	Repair Sign Support	Repair 1 lane bridge sign support.	SI-1657-15	6/29/15
UPPER CIBOLO CREEK R		@ 4.2 miles.	Repair Sign Support	Repair Lt. Turn/ 1 lane bridge sign support.	SI-1656-15	6/29/15
UPPER CIBOLO CREEK R		@ 3.5 miles.	Repair	Repair accident damaged flood guage support.	SI-1655-15	6/29/15
UPPER CIBOLO CREEK R		@ 4.0 miles.	Repair Sign Support	Replace sign support.	SI-1654-15	6/29/15
UPPER SISTERDALE RD		@ .07 miles.	Replace	Replace missing flood guage.	SI-1568-15	6/9/15
UPPER SISTERDALE RD		@ .07 miles.	Install	Install a new delineator.	SI-1569-15	6/9/15
UPPER SISTERDALE RD		@ 2.5 miles.	Install	Install new Loose livestock sign.	SI-1595-15	6/17/15
UPPER SISTERDALE RD		@ 2.5 miles.	Install	Install new delineator.	SI-1594-15	6/17/15
WARING WELFARE RD		@ 6.1 miles.	Install	Replace no parking sign pole lost in flood.	SI-1598-15	6/18/15
WARING WELFARE RD		@ 6.2 miles.	Install	Replace missing no parking sign lost in flood.	SI-1602-15	6/18/15
WARING WELFARE RD		@ 6.0 miles.	Install	Replace missing tow away sign lost in flood.	SI-1606-15	6/18/15
WARING WELFARE RD		@ .9 miles.	Install	Replace delineators lost in flood.	SI-1597-15	6/18/15
		@ 6.12 miles.	Install	Replace missing delineator lost in flood.	SI-1599-15	6/18/15
WARING WELFARE RD		@ 6.2 miles.	Install	Replace missing tow away sign lost in flood.	SI-1601-15	6/18/15
WARING WELFARE RD		@ .9 miles.	Install	Replace flood guage lost in flood.	SI-1596-15	6/18/15
WARING WELFARE RD		@ 6.3 miles.	Install	Replace missing delineator lost in flood.	SI-1604-15	6/18/15
WARING WELFARE RD		@ 6.0 miles.	Install	Replace missing no parking sign lost in flood.	SI-1605-15	6/18/15
WARING WELFARE RD		@ 6.2 miles.	Install	Replace missing no parking sign lost in flood.	SI-1600-15	6/18/15
WARING WELFARE RD		@ 6.2 miles.	Install	Replace missing tow away sign lost in flood.	SI-1603-15	

5 of 7

Tuesday, July 21,2015

Route	Address	Location	Activity	Details		Date
Signs						
ZOELLER LN		@ .01 miles.	Install	Install new yield sign.	SI-1543-15	6/1/15
ZOELLER LN		@ 1.0 miles.	Install	Replace missing Chevrons lost in flood.	SI-1607-15	6/18/15
ZOELLER LN		@ 1.9 miles.	Repair	Repair sign support.	SI-1608-15	6/22/15
ZOELLER LN		@ .3 miles.	Repair	Repair no parking support.	SI-1612-15	6/22/15
ZOELLER LN		@ 2.0 miles.	Repair	Repair sign support.	SI-1609-15	6/22/15
ZOELLER LN		@ 1.8 miles.	Repair	Repair delineator support.	SI-1613-15	6/22/15
ZOELLER LN		@ .2 miles.	Repair	Repair no parking support.	SI-1611-15	6/22/15
ZOELLER LN		@ .9 miles.	Repair	Repair R. Turn sign support downed by flood.	SI-1621-15	6/23/15
ZOELLER LN		@ 2.1 miles.	Repair	Repair Tow Away sign support downed by flood.	SI-1625-15	6/23/15
ZOELLER LN		@ .2 miles.	Repair	Repair No Parking sign support.	SI-1628-15	6/23/15
ZOELLER LN		@ .08 miles.	Repair	Repair No Parking sign support.	SI-1630-15	6/23/15
ZOELLER LN		@ 2.1 miles.	Repair	Repair No Parking sign support downed by flood.	SI-1624-15	6/23/15
ZOELLER LN		@ 2.02 miles.	Repair	Repair No Parking sign support downed by flood.	SI-1622-15	6/23/15
ZOELLER LN		@ 2.02 miles.	Repair	Repair No Parking sign support downed by flood.	SI-1623-15	6/23/15
ZOELLER LN		@ .12 miles.	Repair	Repair sign support Intersecting road.	SI-1627-15	6/23/15
ZOELLER LN ZOELLER LN		@ .4 miles.	Repair	Repair No Parking sign support.	SI-1629-15	6/23/15
ZOELLER LN		@ .12 miles.	Repair	Repair No Parking sign support.	SI-1631-15	6/23/15

Total WO's For Pct 4

90

Route Address Location Activity Details W.O. No Date

**Total Work Orders** 

132



**OPEN SESSION** 

· · · · · · · · · · · · · · · · ·	
SUBJECT	Surplus and Salvage Equipment
DEPARTMENT & PERSON MAKING	County Auditor's Office
REQUEST	Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343, Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to declare the 2004 New Holland backhoe as salvage equipment and to proceed with disposition.
REASON FOR AGENDA ITEM	Backhoe was damaged in fire. Proceeds from selling will offset the cost of a new backhoe.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None



COMMISSIONER COURT DATE: 7/27 OPEN SESSION	
SUBJECT	Appointment of Alamo Insurance as our agent or record for our group insurance benefits for plan year 2015/16
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Benefits Coordinator, HR
PHONE # OR EXTENSION #	830-249-9343, ext 601
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discussion and action to appoint Alamo Insurance Group as our agent of record for our group insurance coverage for the 2015/2016 plan year.
REASON FOR AGENDA ITEM	Our plans renew 10/01/2015
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County employees
ADDITIONAL INFORMATION	None



CHRIECT	Approval, if needed, to request proposals for group medical and dental
SUBJECT	insurance coverage
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Benefits Coordinator, HR
PHONE # OR EXTENSION #	830-294-9343, ext 601
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to obtain approval from the Court to request proposals for group medical and dental insurance coverage with the assistance of Alamo Insurance Group.
REASON FOR AGENDA ITEM	Our plans renew 10/01/2015
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County employees
ADDITIONAL INFORMATION	None