



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of Minutes for September 26, 2016.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	FY2016 Annual Audit
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Fiscal Year 2016 annual audit be performed by Neffendorf & Knopp, P.C.
REASON FOR AGENDA ITEM	Approve firm to perform annual audit
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Resolution for the Indigent Defense Grant Program
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the resolution for the Indigent Defense Grant Program.
REASON FOR AGENDA ITEM	Approve resolution - a requirement for the Texas Indigent Defense Commission.
IS THERE DOCUMENTATION	Yes - Resolution
WHO WILL THIS AFFECT?	The Public
ADDITIONAL INFORMATION	None

2017 Kendall County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Kendall County Commissioners Court has agreed that in the event of loss or misuse of the funds, Kendall County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 11th day of October, 2016.

Darrel L. Lux
County Judge

Attest:

County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016

OPEN SESSION

SUBJECT	Comfort WCID #1 Project - TxCDBG 7216251
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to solicit for Requests for Qualifications of Engineering Services and Requests for Proposals for Administrative Services for the Texas Community Development Block Grant 7216251, for water system improvements at the Comfort WCID #1.
REASON FOR AGENDA ITEM	To get approval to do the RFQ and RFP for the Tx CDBG 7216251, Comfort WCID#1.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Presentation of Automated External Defibrillator
DEPARTMENT & PERSON MAKING REQUEST	Vincent Clark, Manager, Sterlington Medical Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Presentation of an AED (Automated External Defibrillator) won at the Texas Sheriffs Association Convention in August in Grapevine, Texas, by Sheriff Auxier. Also, an update will be given on the efforts of the City of Boerne and Kendall County to coordinate AED compatibility.
REASON FOR AGENDA ITEM	Presentation of a prize
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Sheriff's office
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Herff Road Phase II Contract
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 amending the construction contract with Capital Excavation for Herff Road Phase II from \$4,011,244.11 to \$4,024,710.82, an increase of \$13, 466.71.
REASON FOR AGENDA ITEM	Herff Road Phase II Contract
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None



SITework • HIGHWAY CONTRACTORS

P.O. BOX 1301 • AUSTIN, TEXAS 78767

(512) 440-1717 • FAX (512) 440-0844
www.capitalexcauation.com

July 21, 2016

RE: Change Order Request
Project Name: Herff Rd
County: Kendall

To whom it may concern,

Capital Excavation is proposing to use hydromulch seeding in lieu of items 164 2007-BROADCAST SEED (PERM)(URBAN)(CLAY), 164 2009-BROADCAST SEED (TEMP)(WARM), 164 2011 BROADCAST SEED (TEMP)(COOL), AND 166 2002-FERTILIZER. Hydromulch seeding will have a total quantity of 14,138 SY at \$00.44541, for a total item cost of \$6,297.21. Introducing the use of hydromulch seeding creates an increase in price of \$530.41.

Respectfully,

Sean Bradley
Capital Excavation Company

Cc: File 885

Change order #1

Approved

Zahar Sohail, P.E.

7/21/2016



CHANGE ORDER

PO BOX 110416 NEW ORLEANS TEXAS 70131-0416

PHONE (830) 606-1282 FAX (830) 604-1541

PROPOSAL

DATE: JULY 20, 2016

PROJECT: KENDALL COUNTY HERFF ROAD IMPROVEMENTS

WE PROPOSE TO PROVIDE ALL THE MATERIALS, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE FOLLOWING ITEMS FOR THE PROJECT REFERENCED ABOVE.

ITEM-CODE		UNIT OF	APPROX.	UNIT BID	
ALT ITEM	DESC S.F.				
NO.	NO.	CODE NO.	BID ITEM DESCRIPTION	MEASURE QUANTITIES	PRICE AMOUNT
7	164		HYDROMULCH (PERM)(CUSTOM MIX)	SY 14,138.00	0.42 5,937.96
				TOTAL	5,937.96

CUSTOM MIX INCLUDES

PERM MIX (1/2 NORMAL RATE)
BERMUDA (43 LBS PER ACRE)
FOXTAIL MILLET (30 LBS PER ACRE)
15-15-15 FERTILIZER (400 LBS PER ACRE)
CELLULOSE FIBER MULCH (2500 LBS PER ACRE)



SITework • HIGHWAY CONTRACTORS

P.O. BOX 1301 • AUSTIN, TEXAS 78767

(512) 440-1717 • FAX (512) 440-0844
www.capitalexcauation.com

September 28, 2016

Wesley Speer

RE: Herff Rd Improvements – Phase 2
CX Job # 885
Change Order Request: Contract Adjustment

Dear Mr. Speer:

Please see the proposed contract adjustment change order.

Item	Description	Quantity	Unit	Unit Price	Total
	Contract Adjustment	1	LS	\$7,169.51	\$7,169.51
				TOTAL	\$7,169.51

Please feel free to call me with any questions.

Sincerely,

CAPITAL EXCAVATION COMPANY

Sean Bradley
Project Manager



Sitework • Excavation • Streets • Structures • Blasting • Utilities



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 10/11/2016
OPEN SESSION**

SUBJECT	Request for Relief 6 Becker Lane
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 road frontage and the platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division will create a \pm 7.7 acre tract with access off IH10 frontage road over an easement.
REASON FOR AGENDA ITEM	Request for Relief 6 Becker Lane
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date 9/22/2016
2. Location of Property: 6 Becker Lane, Boerne, TX.
3. Name of Development (If Applicable): Johns Road Business Center Unit 3
4. Property Owner/Developer Name: Mike Hayes
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

102.1000.10 Lots larger than 6 acres-

(3) each lot has a minimum of 250 feet of fee simple road frontage on a state highway, county road or a road constructed to county specifications.
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.

The parent tract being divided does not have access (by fee simple) to a state or county road. The only access to Interstate 10 is through an existing ingress/egress easement. The existing conditions of this tract does not allow for 250 feet of road frontage.
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The property is to intended to be used as an extension of the commercial development, Johns Road Business Center LLC. The nature of this commercial development requires adequate ingress and egress, such as for 18 wheel traffic as well as regular cars and trucks. The 7.7 acres currently in this Request for Relief has ingress egress to Becker Lane. There is a house on the acreage whose only ingress and egress is through Becker Lane. The same is true of other houses and businesses on Becker Lane.
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

Text

The granting of relief will not be detrimental to the public's health, safety and welfare. It will enhance these factors. Planning for road traffic in a commercial development requires consideration for car traffic and heavy truck traffic. Currently Johns Road Business Center averages about 20 large trucks per day, perhaps three per hour. That will increase with the expansion of the Business Center. This requires planning for an appropriate number of ways in and out of the site. The Request for Relief would allow the continued use of the existing ingress and egress from Becker Lane, which would lower traffic congestion and aid in separating heavy truck from small vehicle traffic.

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

The granting of relief will not prevent the orderly subdivision of other land.
It will have no effect on other subdivision.

Michael D. Hayes

Signature

210-325-1895

Phone Number

Michael D. Hayes

Printed Name

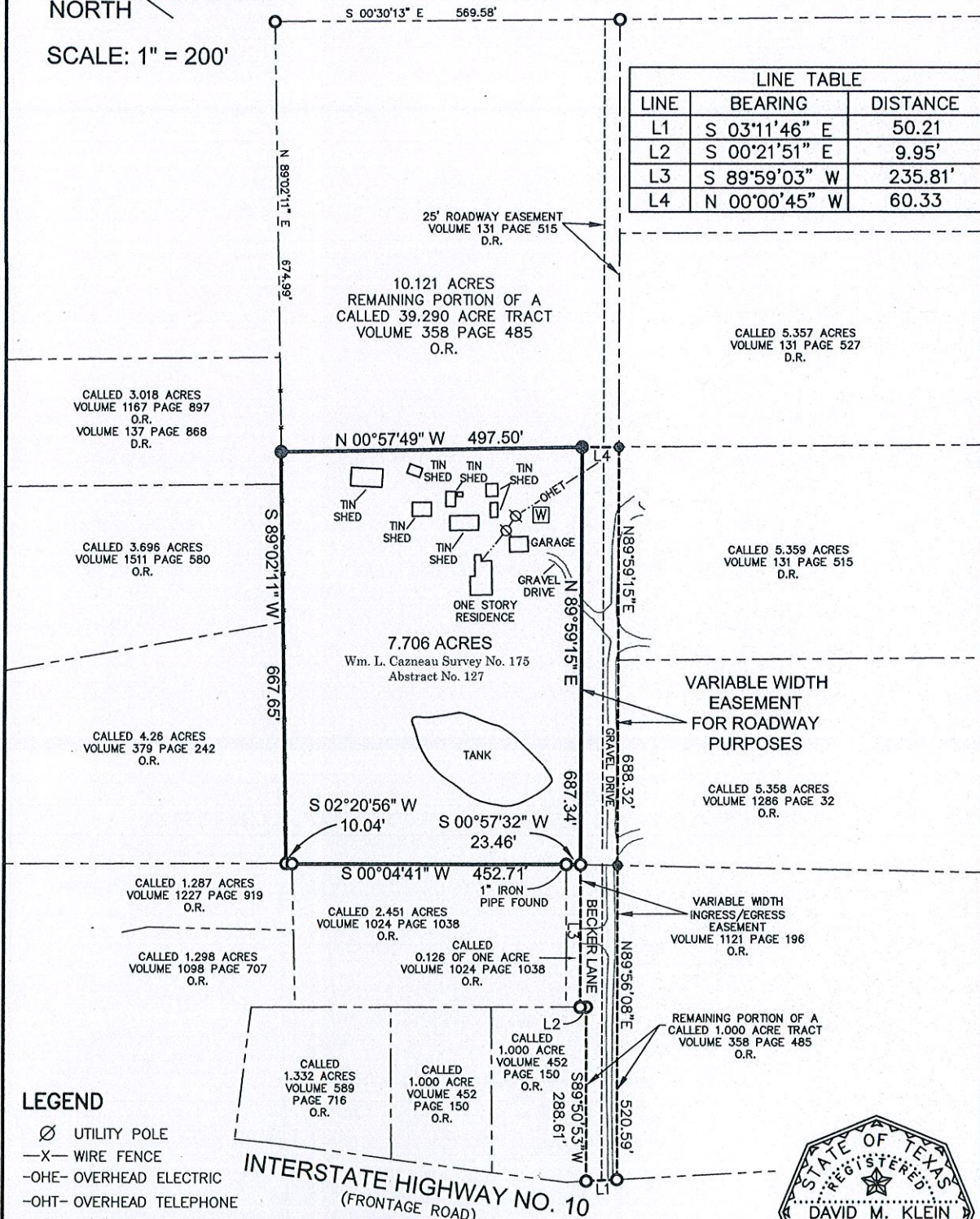
9-28-2016

Date

AFFIDAVIT OF LAND LOCATION

NORTH

SCALE: 1" = 200'



LEGEND

- Ø UTILITY POLE
- X- WIRE FENCE
- OHE- OVERHEAD ELECTRIC
- OHT- OVERHEAD TELEPHONE
- 1/2" REBAR W/MDS CAP SET (UNLESS NOTED)
- 1/2" REBAR FOUND

PLAT SHOWING: A 7.706 ACRE TRACT OF LAND AND A VARIABLE WIDTH EASEMENT FOR ROADWAY PURPOSES OUT OF THE WM. L. CAZNEAU SURVEY NO. 175, ABSTRACT NO. 127, KENDALL COUNTY, TEXAS, BEING OUT OF THE REMAINING PORTION OF A CALLED 39.290 ACRE TRACT AS RECORDED IN VOLUME 358, PAGE 485, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
TBPLS FIRM NO. 10019600

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYING, ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THIS 29th DAY OF SEPTEMBER, 2016.

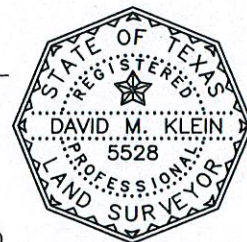
WARNING: ONLY THOSE COPIES SIGNED IN RED SHOULD BE RELIED UPON.

DAVID M. KLEIN
REGISTERED PROFESSIONAL LAND SURVEYOR

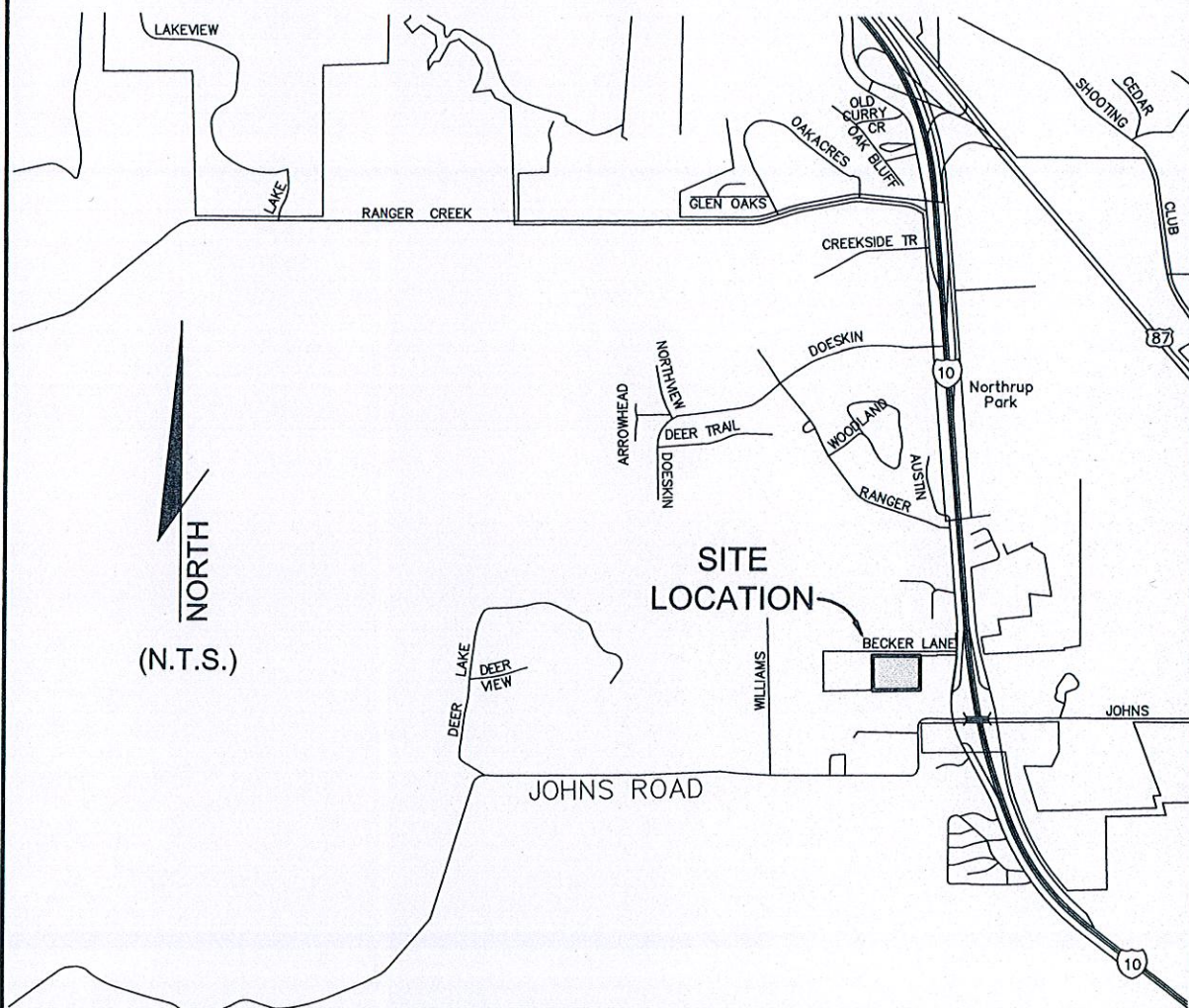
5528
TEXAS REGISTRATION NO.

DATE: 09-29-2016

JOB #: 16-081-00



AFFIDAVIT OF LAND LOCATION



LOCATION MAP

THIS 7.706 ACRE TRACT OF LAND IS BEING DIVIDED FROM THE REMAINING PORTION OF A CALLED 32.290 ACRE TRACT RECORDED IN VOLUME 358, PAGE 485, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

WE, ARTHUR ALLEN BECKER, MARY B. SEIDENSTICKER, JULIE RAY and ELIZABETH DAGGETT, HEREBY AFFIRM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT IT DEPICTS THE 7.706 ACRE TRACT OF LAND THAT WAS DIVIDED AS ILLUSTRATED OUT OF THE WM. L. CAZNEAU SURVEY NO. 175, ABSTRACT NO. 127, KENDALL COUNTY, TEXAS.

THIS TRACT CANNOT BE FURTHER DIVIDED EXCEPT IN COMPLIANCE WITH THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS.

ARTHUR ALLEN BECKER

JULIE RAY

MARY B. SEIDENSTICKER

ELIZABETH DAGGETT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2016.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
TBPLS FIRM NO. 10019600

"NOTARY PUBLIC, STATE OF TEXAS"

APPROVED BY _____

DATE _____ KENDALL COUNTY DEVELOPMENT MANAGEMENT

DATE: 09-29-2016

JOB #: 16-081-00

PROPOSED
VARIABLE WIDTH
EASEMENT
FOR ROADWAY
PURPOSES

Becker Ln

60.00'

50.00'

7.706 ACRES

Austin Dr

© 2016 Google

Google

1995

Imagery Date: 5/5/2016 29°47'51.27" N 98°45'16.54" W elev 1482 ft Eye



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Fire Protection Services
DEPARTMENT & PERSON MAKING REQUEST	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 on approval of the Interlocal Agreement between Kendall County and the City of Boerne for Fire Protection Services.
REASON FOR AGENDA ITEM	To consolidate services and equipment to provide for improved fire protection and emergency services for those who reside inside the Boerne Volunteer Fire Department service area, but outside the corporate limits of the City of Boerne.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County residents who live inside the Boerne Volunteer Fire Department service area, but outside the corporate limits of the City of Boerne.
ADDITIONAL INFORMATION	None

INTER LOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

WHEREAS, the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department (BVFD) service area, but outside the corporate limits of the City of Boerne, in an area more particularly described in Exhibit A attached hereto and incorporated herein, hereinafter called the "incident response area"; and

WHEREAS, the City of Boerne, Kendall County, BVFD and Boerne Rural Fire Association (BRFA) desire to consolidate services and equipment to provide for improved fire protection and emergency services within the described incident response area:

NOW, THEREFORE, be it resolved that the City of Boerne and Kendall County enter into this Inter-Local Agreement, and the parties agree as follows:

Section 1 Term

This agreement begins on October 1, **2016** and ends on September 30, **2017**. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent one-year terms beginning on October 1st and ending on September 30th of each subsequent contract period.

Section 2 Renewal/Cancellation

1. To initiate renewal of this agreement, early in the budget process during the months of April or May each year, City of Boerne representatives and Kendall County representatives shall meet and discuss the details of the interlocal agreement in order to develop a new contract. A verbal and mutual process and cost shall be developed for the new contract period.
2. The City of Boerne shall then renew by formal resolution of the City Council of the City of Boerne the agreement. A certified copy of said resolution shall then be forwarded to the County Judge of Kendall County on or before August 1, of the budget year preceding the renewal period for approval.
3. Either of the parties may cancel its participation in this agreement for cause by notifying the other party in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to the City of Boerne pursuant to this agreement on the effective date of cancellation shall be paid by Kendall County within sixty (60) days of the receipt of any bill issued by the City of Boerne or the date of cancellation, whichever is later.

Section 3 Funding Requirements

1. Kendall County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

An order of the Commissioners Court of Kendall County which renews this Agreement shall be deemed to be a certification that the obligations incurred by renewal shall be payable out of current revenues and that Kendall County has or will set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

2. It is agreed that any further capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the incident response area outside Boerne City limits will be the responsibility of Kendall County, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Any future capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the City of Boerne response area will be the responsibility of the City of Boerne, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Such capital improvements shall become the property of the entity paying for them.

Section 4 Duties of the City of Boerne

1. The City of Boerne will provide firefighting services to a portion of Kendall County, as described in Exhibit A, twenty four (24) hours per day, three hundred sixty five (365) days per year. In the case of multiple emergencies, resources will be assigned as determined by the Fire Chief.
2. The City of Boerne will provide for maintenance and operation of equipment and apparatus described in Exhibits B and C. The City of Boerne will also provide for housing of same equipment.

Section 5 Liability and Insurance

1. As provided in Texas Local Government Code Section 352.004, it is agreed and understood that the action by any person or persons while fighting fires or providing emergency services, traveling to or from fires or emergency calls, or in any manner furnishing fire protection services to the residents of Kendall County outside the corporate limits of the City of Boerne shall be considered as the actions of agents of Kendall County in all respects. Notwithstanding such person or persons that may be regular employees or firefighters of said City.
2. It is further agreed that the City of Boerne shall not be held liable for the actions of any of its employees while engaged in fighting fires or making emergency calls outside the corporate limits of said City.

3. The county shall indemnify and hold harmless the City from and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses) of every kind, arising out of or connected with the making of any call by City personnel outside the corporate limits of the City of Boerne.
4. The City of Boerne shall be responsible to provide Liability, Property and Worker's Compensation Coverage, to the extent necessary to perform the functions of the agreement, for fire personnel. Kendall County will continue to provide additional accidental death, disability, and medical policies.
5. The City of Boerne will provide insurance coverage on all vehicles listed in Exhibit "B" and Kendall County will provide insurance coverage on all vehicles listed in Exhibit "C".

Section 6 Payments

1. The County shall pay the City \$418,756 for the provision of fire protection services for the subject twelve (12) month term of this agreement. The cost of future years shall be shared by the City of Boerne and Kendall County on a basis as agreed to by both parties.
2. Payments shall be made quarterly in advance, no later than the 10th day of the first month of the quarter, with the first payment due October 10, 2016. Payments due under this Agreement shall be made to the City of Boerne, (c/o Director of Finance), P.O. Box 1677, Boerne, Texas 78006.

Section 7 Miscellaneous

1. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein.

Darrel L. Lux
Kendall County Judge
201 E. San Antonio
Boerne, TX 78006

Ronald C. Bowman
City Manager
P.O. Box 1677
Boerne, TX 78006

2. This Agreement constitutes the sole and only Agreement of the parties with respect to the matters covered by this Agreement. No other Agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
3. No agreement, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kendall County, Texas.

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

**EXECUTED IN DUPLICATE ORIGINALS on this the _____ day of _____
2016.**

Darrel L. Lux
County Judge, Kendall County

Ronald C. Bowman
City Manager, City of Boerne

EXHIBIT "B"

CITY OF BOERNE RESPONSIBILITY

VIN #'s	FD ID	YEAR / MAKE	DESCRIPTION
1FTWW31P45EA85408	SUPPORT 41	2005 FORD	4X4 F350 PICKUP
3GKGK26R9XG508519	COMMAND 41	1998 GMC	4X4 SUBURBAN
1GC1KVEGXFF635864	CHIEF 40	2015 CHEVROLET	4X4 CHEVY 2500
1000EE2066	ENGINE 44	1994 SPARTAN	1500 CAFS PUMPER
4EN3ABA8X21004760	LADDER 48	2002 E-1 QUINT	2000 GPM AERIAL
1HTWBAAL46J266694	BRUSH 41	2006 INTERNATIONAL	4X4 BRUSH TRUCK
1S9UB20216S683047	BOAT 41	2005 ZUMRO BOAT AND TRAILER	14' RESCUE BOAT
4P1CU01A3DA013356	ENGINE 40	2012 PIERCE	1500 CAFS PUMPER
1GC1KVEG2FF189435	A/C 41	2015 CHEVROLET	4X4 CHEVY 2500
XMPC855RE515	BOAT 42	2016 ZODIAC BOAT AND TRAILER	14' RESUCE BOAT

EXHIBIT "C"

KENDALL COUNTY RESPONSIBILITY

1GDJ6H1C01J500550	BRUSH 43	2000 GMC	BRUSH TRUCK
1FV6JLCBXXHA06672	RESCUE 45	1998 FREIGHTLINER	RESCUE TRUCK
1FVHBGAS84DM79096	TENDER 46	2004 PIERCE	TENDER 1250 GPM PUMP
46JDBAA88K1002747	ENGINE 47	1989 E-1	1250 GPM PUMPER
4P1CU018A57A007286	ENGINE 41	2007 PIERCE	1500 CAFS PUMPER
1FDAX57R79EA09582	BRUSH 42	2009 FORD	4X4 BRUSH TRUCK
1670041087094310	UTILITY 41	2012 POLARIS	6X6 UTV
1HTMKAZR4DH352706	TENDER 49	2013 INTERNATIONAL	TENDER 500 GPM PUMP
5NHUEH624EY068849		2014 CARGO TRAILER	UTV TRAILER



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016

OPEN SESSION

SUBJECT	MOU Between Methodist Health Care System of San Antonio and Kendall County for Sexual Assault Forensic Examinations
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier Kendall County Sheriff's Office
PHONE # OR EXTENSION #	(830) 249-9721 Ext. 128
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and Action on The MOU Between the Methodist Health Care System of San Antonio and Kendall County.
REASON FOR AGENDA ITEM	Commissioners Court Approval and Action
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County Sheriff's Office
ADDITIONAL INFORMATION	MHCS will only charge the Kendall Co Sheriff's Office the Maximun fee per Exam reimbursable by the Office of the Attorney General. Currently \$1,000.00 per Exam.

Memorandum of Understanding Forensic Nurse Examiner Services

This Memorandum of Understanding "MOU" is entered into between Methodist Healthcare System of San Antonio, Ltd, L.L.P. d/b/a Methodist Hospital (Methodist Specialty & Transplant Hospital campus) "MSTH" through its SANE Program and Kendall County Sheriff's Office, "Agency" on this 1st day of September, 2016.

SCOPE OF AGREEMENT

"MSTH" and "Agency" enter into this agreement to provide medical forensic examinations for persons thirteen years of age or older making an outcry of sexual assault, and for the removal of physical evidence from any aged person suspected of having committed an act of sexual assault/abuse.

These services shall be provided to these persons at no cost, and shall be billed to "Agency" on a fee for service basis based upon the rate in effect at the time of service as published by the Office of Attorney General. Services are set forth on Exhibit A attached hereto and incorporated therein by reference. Prices listed are those in effect as of the signing of this agreement.

PROCESS

Upon gaining knowledge of an outcry of sexual assault/abuse and where medically and evidentiary suitable, "Agency" will contact the Emergency Department at 210-575-8168, and speak with the Forensic Nurse Examiner on duty to give authorization for the SAFE and the estimated time of transport to "MSTH" at 8026 Floyd Curl, San Antonio, Texas 78229.

If the patient chooses to exercise his/her right to have a victim's advocate present during the examination one will be provided by the Rape Crisis Center in San Antonio. The victim advocate will be notified by the Forensic Nurse Examiner upon the patient's arrival.

Upon completion of the medical forensic examination, "MSTH" will maintain custody of all evidence collected until it is released to the investigating law enforcement agency.

Unless otherwise specifically provided, the collaboration between the parties as outlined in the MOU shall not be interpreted as a partnership or other legal Agency or personality. Individual parties shall accept complete and sole responsibility for any and all expenses incurred related to this MOU

AMMENDMENTS

All amendments to this MOU must be executed in writing by both parties and will not be effective until executed and approved by the same parties who executed and approved the original agreement, or their successors in office. There shall be no requirement to amend based upon rate changes as defined by the OAG, Any such changes shall be considered "notice given" by notification of the OAG through its normal process.

MOU TERMINATION

This MOU shall become in effect beginning on this 1st day of September, 2016 and shall remain in effect for one year. At the end of the first term and thereafter, this contract shall auto renewal annually unless terminated by either party in writing with thirty (30) days of written notice by either party.

AUTHORIZATION SIGNATURE

On behalf of each party, individuals executing this agreement affirm they are authorized to implement the agreement on behalf of their respective agencies, which will be bound by the terms and conditions given herein.

Methodist Healthcare System of San Antonio LTD. LLP.
dba Methodist Hospital, Methodist Specialty & Transplant Hospital Campus.

Signature

Date

Printed Name & Title: _____

[AGENCY]

Signature

Date

Printed Name & Title: _____

Standard Costs Associated with Examination (Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000			
Sexual Assault Kit			
Possible Code/s	Description	Limit	Notes
99070/Kit	Sexual Assault kit	\$50.00	This may be used in addition to supplies-digital photography charged under 99070 or other supplies charged under 99070.
Laboratory (Maximum reimbursement for all lab fees: \$250.00)			
Possible Code/s	Description	Limit	Notes
8XXXX	Laboratory Procedures	\$250.00	<ul style="list-style-type: none"> Requires a detailed or itemized description with a breakdown of charges. Maximum reimbursement for all lab fees: \$250.00. Laboratory procedures including, but not limited to: <ul style="list-style-type: none"> Pregnancy test Urine analysis Drug or alcohol screen STD Testing Venipuncture Handling / conveyance of the specimen
Additional Charges			
Possible Code/s	Description	Limit	Notes
99499	Additional Evaluation Management	\$106.00/ Hour	<ul style="list-style-type: none"> Requires Documentation of Procedure. This includes additional time needed after the start of the exam. Examples: language barrier, extensive exam, trauma, waiting for law enforcement arrival to pick up evidence.
99070	Supplies: Digital Photography	\$100.00	<ul style="list-style-type: none"> Requires a detailed or itemized description. Use of digital photography during examination. This includes setup and take down of equipment, burning of CDs, and other activities. This may be used in addition to the kit under 99070/Kit or other supplies charged under 99070.
99070	Supplies	\$100.00	<ul style="list-style-type: none"> Requires a detailed or itemized description. Extensive laboratory procedures that require excess supplies and materials require Documentation of Procedure and will be reimbursed up to a maximum amount of \$100.00 for the supplies and materials. This may be used in addition to the kit under 99070/Kit or supplies-digital photography charged under 99070.
99050	After Hours	\$39.00	This includes weekends, holidays, or exams conducted between 10pm-8am.

Standard Costs Associated with Examination			
(Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000			
Examiner Fees			
Possible Code/s	Description	Limit	Notes
99283- 99285, 57452- 57420	Sexual Assault Exam	\$233.00	<ul style="list-style-type: none"> Examiner fee for an exam performed by a physician, licensed nurse practitioner, sexual assault examiner, or sexual assault nurse examiner. This fee covers the basic patient evaluation, however additional examinations may be required based on the findings and history, such as an anogenital assessment or anoscopy, may be submitted for reimbursement. Sexual assault examiners and sexual assault nurse examiners (SANE) may submit a standard billing form with a descriptive itemized statement.
Place of Service			
Possible Code/s	Description	Limit	Notes
99211	Place of service fee for exam in non-facility setting	\$125.00	This includes exams conducted in any healthcare setting other than a hospital (non-facility setting).
FAC R-450 or R-760	Place of service fee for exam in a facility setting	\$350.00	<ul style="list-style-type: none"> This includes exams conducted at a hospital (facility setting). A hospital includes a general or special hospital licensed under the Texas Health and Safety Code, Chapter 241. Charges for hospitals must be on a UB-04, including an itemized statement. Revenue code R-450 or R-760 might be used in conjunction with this fee.
Exam Fees			
Possible Code/s	Description	Limit	Notes
99170 *99199 – requires itemization or a description of services billed	Anogenital Exam	\$150.00	Anogenital exam using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for anogenital assessment).
56820	Exam of Vulva with Magnification	\$150.00	Exam of the vulva using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for assessment).
46600	Anoscopy	\$71.00	Examination by physician, sexual assault nurse examiner, or sexual assault examiner where an anoscopy is performed.

Sexual Assault Reimbursement Guidelines

Law enforcement agencies can apply for reimbursement for the forensic costs associated with sexual assault examinations pursuant to articles 56.06 and 56.065, Texas Code of Criminal Procedure.

What is covered?

The Crime Victims' Compensation Program will reimburse law enforcement "reasonable costs" associated with forensic sexual assault examinations of victims of alleged sexual assaults in an amount **not to exceed \$1000.00 in the aggregate for dates of crime on or after July 15, 2016. For dates of crime prior to July 15, 2016, the amount shall not exceed \$700.00 in the aggregate.** Reimbursement of reasonable costs is based on the Texas Department of Insurance, Division of Workers' Compensation Commission Medical Fee Guidelines.

Law enforcement is not required to pay any costs for treatment of injuries. Expenses other than the actual costs for the sexual assault examination, such as treatment or diagnosis of a victim, are not allowable expenses and will not be reimbursed under this program, but may be compensable under a CVC claim or an Emergency Medical Care claim. (See **Emergency Medical Care Reimbursements** for more information on reimbursement for those costs.)

What constitutes an examination?

A sexual assault medical forensic examination consists of four parts:

- History for the purpose of diagnosis and treatment
- Detailed head-to-toe assessment for trauma
- Detailed anogenital assessment for trauma; and
- Forensic evidence collection as indicated by history and findings

It is not necessary for all four parts to be completed to be eligible for reimbursement.

To be eligible for reimbursement of examiner fees, the medical provider who conducts the examination must at a minimum interact with the patient while initiating at least one part of the examination. For example:

- This would include a medical provider or SANE who was called out to perform the examination and began the consent process and patient history, but was unable to begin any other assessments because the patient did not consent to further examination.
- This would **not** include a patient no show.

CVC will not reimburse law enforcement for:

- Sexual assault examination of a suspected perpetrator
- Laboratory analysis of victim's clothing, crime scene materials, or objects including weapons
- Pharmacy, including take home drugs and self-administered drugs
- Paternity tests
- Multiple examinations of the same victim for the same crime
- Follow up Care or treatment for medical treatment
- Travel Time

How to Apply

The law enforcement agency may seek reimbursement using the OAG Application for Reimbursement. The following are guidelines to provide further assistance in completing the OAG Application for Reimbursement:

Complete all sections of the one-page application for reimbursement.
<ul style="list-style-type: none">• Include date of crime.• The verification section of the application must be signed by an appropriate representative of the law enforcement agency who has knowledge of the facts stated in the verification.• Incomplete applications will not be processed and will be returned to the law enforcement agency noting the reason the application is incomplete.
Attach all bills associated with the requested sexual assault examination to the application.
The bills should include the appropriate billing codes or itemization for individual charges.
Include proof of payment, such as a copy of the check that shows the cost of the sexual assault examination has been paid by the law enforcement agency.

Billing

The maximum aggregate amount for which the OAG will reimburse a law enforcement agency for all costs associated with a forensic sexual assault examination of a victim will be:

- \$700.00 for dates of crime before July 15, 2016
- \$1000.00 for dates of crime on or after July 15, 2016

For maximum reimbursement, submit itemized bills from the provider with individual charges listed for each service rendered. See the **Standard Costs Associated with Examination** for maximum reimbursement rates.

Sexual assault examiner and sexual assault nurse examiners (SANE) billing
<ul style="list-style-type: none">• A sexual assault examiner or a sexual assault nurse examiners (SANE) should bill the law enforcement agency his or her usual and customary charge for the examination on his or her standard billing form.• The bill must include a descriptive itemized statement of the services provided and be signed by a physician or licensed nurse practitioner. The OAG will determine the appropriate CPT/Revenue codes.
Itemized medical services
<ul style="list-style-type: none">• Each cost associated with the medical services or procedures in a sexual assault examination must be itemized and, for services provided by a physician, should be identified with a five-digit Current Procedural Terminology (CPT) code.• The CPT code is a nationally accepted systematic listing which is published by the American Medical Association. CPT coding provides an accurate identification of services and procedures.• If there are no specific CPT codes for the medical services or procedures provided in the sexual assault examination, CVC will accept a Revenue Code, or the CPT code for services or procedures that are comparable to those used in the sexual assault examination.
Resubmission
<ul style="list-style-type: none">• If you feel payment of an audit was incorrect or are requesting a supplemental payment, bills may be submitted to CVC for further review.• Copies of the original bill with the original OAG claim number, original explanations of benefits, and a new itemized bill and reason or explanation of resubmission must be attached to the request.• If after further review additional payments are needed, a supplemental warrant will be issued.

Standard Costs Associated with Examination

(Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000

Examiner Fees

Possible Code/s	Description	Limit	Notes
99283- 99285, 57452- 57420	Sexual Assault Exam	\$233.00	<ul style="list-style-type: none"> Examiner fee for an exam performed by a physician, licensed nurse practitioner, sexual assault examiner, or sexual assault nurse examiner. This fee covers the basic patient evaluation, however additional examinations may be required based on the findings and history, such as an anogenital assessment or anoscopy, may be submitted for reimbursement. Sexual assault examiners and sexual assault nurse examiners (SANE) may submit a standard billing form with a descriptive itemized statement.

Place of Service

Possible Code/s	Description	Limit	Notes
99211	Place of service fee for exam in non-facility setting	\$125.00	This includes exams conducted in any healthcare setting other than a hospital (non-facility setting).
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Exam Fees

Possible Code/s	Description	Limit	Notes
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46600	Anoscopy	\$71.00	Examination by physician, sexual assault nurse examiner, or sexual assault examiner where an anoscopy is performed.

Standard Costs Associated with Examination

(Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000

Sexual Assault Kit

Possible Code/s	Description	Limit	Notes
99070/Kit	Sexual Assault kit	\$50.00	This may be used in addition to supplies-digital photography charged under 99070 or other supplies charged under 99070.

Laboratory (Maximum reimbursement for all lab fees: \$250.00)

Possible Code/s	Description	Limit	Notes
8XXXX	Laboratory Procedures	\$250.00	<ul style="list-style-type: none"> ◦ Requires a detailed or itemized description with a breakdown of charges. ◦ Maximum reimbursement for all lab fees: \$250.00. ◦ Laboratory procedures including, but not limited to: <ul style="list-style-type: none"> ▪ Pregnancy test ▪ Urine analysis ▪ Drug or alcohol screen ▪ STD Testing ▪ Venipuncture ▪ Handling / conveyance of the specimen

Additional Charges

Possible Code/s	Description	Limit	Notes
99499	Additional Evaluation Management	\$106.00/ Hour	<ul style="list-style-type: none"> ◦ Requires Documentation of Procedure. ◦ This includes additional time needed after the start of the exam. ◦ Examples: language barrier, extensive exam, trauma, waiting for law enforcement arrival to pick up evidence.
99070	Supplies: Digital Photography	\$100.00	<ul style="list-style-type: none"> ◦ Requires a detailed or itemized description. ◦ Use of digital photography during examination. ◦ This includes setup and take down of equipment, burning of CDs, and other activities. ◦ This may be used in addition to the kit under 99070/Kit or other supplies charged under 99070.
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99050	After Hours	\$39.00	This includes weekends, holidays, or exams conducted between 10pm-8am.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Odyssey Online Licensed Software- NorthPoint Inmate Classification System
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier Kendall County Sheriff's Office
PHONE # OR EXTENSION #	(830) 249-9721 Ext. 128
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration on Purchasing Jail Software for Inmate Classification
REASON FOR AGENDA ITEM	Automated Inmate Classification and Re-classification
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County Jail
ADDITIONAL INFORMATION	FY 2017 Source of Funding will be from a credit with Tyler Technologies. FY 2017 Fee Amount is \$2,613.00

(Schedule 1)

Software Licenses and ASP Fee	
SaaS Fee Payments	SaaS Fee Annual Amount
First payment due on January 1, 2017 and then quarterly in advance thereafter.	\$2,613 per Year
Software Licenses	
Odyssey Online - Licensed Software	SaaS Fee (Annual)
NorthPointe Classification System	\$2,613
Total Annual SaaS Fee	\$2,613
Embedded Third Party Software	
None	
Implementation Services	
Professional Services	
T&M Services	Cost
NO Service Hours	
Subtotal T&M Services	\$0
Estimated Travel Expenses	
Total Implementation Services	\$0



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/11/2016
OPEN SESSION

SUBJECT	HVAC Service Agreement
DEPARTMENT & PERSON MAKING REQUEST	Robert Kinsey, Facilities Manager
PHONE # OR EXTENSION #	830-413-0618
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of service agreement with Carrier A/C.
REASON FOR AGENDA ITEM	New service agreement for Court House A/C.
IS THERE DOCUMENTATION	yes
WHO WILL THIS AFFECT?	Robert Kinsey
ADDITIONAL INFORMATION	\$14,000.00 per year to cover all A/C work at Court House.



Carrier Commercial Service HVAC Service Agreement

Prepared for: KENDALL COUNTY COURTHOUSE

For Service At:

KENDALL COUNTY COURTHOUSE

201 E SAN ANTONIO AVE

BOERNE, TX 780062013

09/26/2016

EQUIPMENT LIST

Qty	Description	Model	S/N	S/A Level	Location
1	Other Air-Cooled Chiller	30RBA1506--0---3	2606Q81803	Premium	
6	AHU - Central Station; 3-20hp	39M		Premium	

EQUIPMENT SERVICE LEVEL DETAIL

30RBA1506--0---3 - S/N:2606Q81803	
SERVICE TYPE:	Frequency
	Yr1
Annual PM	1
Seasonal Startup	1
Operating Inspection	3
Repairs	A/R
Refrigerant Analysis	1
Oil Test/Analysis	1
Megger Compressor Motor	1
Replace Refrigerant/Dehydrator Filter	1

39M - S/N:	
SERVICE TYPE:	Frequency
	Yr1
Annual PM	1
Operating Inspection	3
Seasonal Startup	1
Repairs	A/R

EQUIPMENT TASK / ACTION LIST

Item: Air-Cooled Chiller
Model: 30RBA1506--0--3
Serial Number: 2606Q81803

Service Type & Actions	Year 1
------------------------	--------

Annual PM

1

Report to customer upon arrival
 Perform job site safety checks
 Review and evaluate log readings
 Check voltage supplied to equipment
 Lockout and tag-out all circuits
 Record software version(if applicable)
 Check electrical components
 Check and tighten electrical connections
 Check starter wiring and contactors
 Inspect contactors
 Check gauges and indicator lights (if applicable)
 Check flow switches/devices
 Check oil pressure switches (if applicable)
 Check safety controls
 Check for debris in condenser coils
 Check fan motors and props
 Leak check entire unit
 Run controls test (if applicable)
 Calibrate operating controls (as required)
 Clean condenser coil
 Lubricate equipment as needed
 Clean up work station
 Report to customer upon departure and obtain signature

Service Type & Actions	Year 1
------------------------	--------

Seasonal Startup

1

Report to customer upon arrival
 Check general machine operation
 Log chiller and calculate approaches and lts
 Inspect condenser coil condition
 Check refrigerant charge
 Record oil level, temperature and pressure
 Log oil filter delta p
 Check gauges / indicator lights
 Log compressor and oil pump motor currents
 Leak check without insulation removal
 Lubricate equipment as needed
 Make operation/control adjustments a/r
 Clean up work station
 Report to customer upon departure and obtain signature

Service Type & Actions	Year 1
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Operating Inspection	3
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Report to customer upon arrival
Check general machine operation
Log chiller and calculate approaches and
ltds
Inspect condenser coil condition
Check refrigerant charge
Record oil level, temperature and
pressure
Log oil filter delta p
Check gauges / indicator lights
Log compressor and oil pump motor
currents
Leak check without insulation removal
Lubricate equipment as needed
Make operation/control adjustments a/r
Clean up work station
Report to customer upon departure and
obtain signature

Service Type & Actions	Year 1
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Refrigerant Analysis	1
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Per Manufacturer Recommendations

Service Type & Actions	Year 1
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Oil Test/Analysis	1
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Service Type & Actions	Year 1
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Megger Compressor Motor	1
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Per Manufacturer Recommendations

Service Type & Actions	Year 1
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Replace Refrigerant/Dehydrator Filter	1
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Per Manufacturer Recommendations

Item: AHU - Central Station; 3-20hp

Model: 39M

Serial Number:

Service Type & Actions	Year 1
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Annual PM	1
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Report to customer upon arrival
Check general operating condition
Check all coils for leaks
Log coil air and water temperature drops
Record water pressure drop through coil
Inspect filters if not replaced
Log all static pressures
Vacuum drain line and pan.
Add pan tabs
Lubricate equipment as needed

Check fan motors, sheaves and blowers
 Check belt tension and alignment
 Record motor voltage and amperage
 Check fan shaft and motor bearing temp
 w/a
 Check fan, wheel and housing for
 clearance
 Check/tighten fasteners
 Check humidifier components
 Check starter wiring and controls
 Blow down all line strainers
 Check all fan safeties
 Start equipment
 Clean up work station
 Report to customer upon departure and
 obtain signature

Service Type & Actions	Year 1
------------------------	--------

Operating Inspection	3
-----------------------------	----------

Report to customer upon arrival
 Check general operating condition
 Check all coils for leaks
 Log coil air and water temperature drops
 Record water pressure drop through coil
 Inspect filters if not replaced
 Log all static pressures
 Vacuum drain line and pan.
 Add pan tabs
 Lubricate equipment as needed
 Check fan motors and props
 Check belt tension and alignment
 Check fan shaft and motor bearing temp
 w/a
 Record motor voltage and amperage
 Clean up work station
 Report to customer upon departure and
 obtain signature

Service Type & Actions	Year 1
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Seasonal Startup	1
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Per Manufacturer Recommendations

ADDITIONAL SERVICES

Description	Year 1
CCN Semi Annual Inspection.	1



Address 12625 Wetmore Rd S-419
San Antonio, Texas, 78247
Phone (210) 495-2600
Fax (210) 495-4400

Contact Name Robert Kinsey
Account KENDALL COUNTY COURTHOUSE
Phone (830) 431-0618
Site Address 201 E SAN ANTONIO AVE
BOERNE, TX, 780062013

E-mail art.murillo@carrier.utc.com
Estimate Date 09/26/2016
Quote Number 00292681

Job Description : Copy of Kendall County Courthouse Chiller Service Agreement

Agreement Term

This Agreement shall become effective upon 10/01/2016 and shall continue for a 1 year term. The Agreement shall automatically renew at each contract anniversary for an additional like term (see Agreement Renewal). Either party may terminate this Agreement according to the Early Termination Schedule, if any, or if none, then at any time after the end of the first year of the initial term by giving written notice to the other party at least ninety (90) days in advance of the termination (or if the Agreement is for a one (1) year period upon ninety (90) days written notice).

Acceptance and Approval

This shall become a valid Agreement upon signature by Customer and signature by a Carrier representative in the Carrier approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto constitutes the entire Agreement. No agent of Carrier or employee shall have authority to alter or waive any work scope unless written approval is obtained from Carrier.

Agreement Price

The agreement price in year one shall be \$14,000.00 payable \$3,500.00 per quarter.
The total agreement price is "\$ 14,000.00" covering a term of 1 year(s).

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Darrel L. Lux

Customer Acceptance (typed/printed name)

County Judge

Title

Customer Acceptance (signature)

Date

Carrier Approval (typed/printed name)

Title

Carrier Signature

Date

The attached Terms & Conditions shall govern.

Scope of Service – Definitions

Operating Inspection

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

Annual Preventive Maintenance (PM)

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

Seasonal Start-Up

Seasonal Start-Up is defined as the performance of the task-actions listed herein for each equipment type in order to prepare for seasonal use. This service can include maintenance items that require minimal disassembly. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Seasonal Start-Up tasks/actions as indicated in the Service Agreement.

Repairs

Repairs consist of the repair or replacement of moving parts, motor stators, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond Carrier's control as stated in Terms and Conditions of Sale). Any non-maintainable component is specifically not covered as part of this agreement. Labor and/or material is included as indicated on the Service Agreement. Emergency calls (if applicable) will be provided when necessary to diagnose problems and perform minor and necessary adjustments between scheduled inspections. Unless otherwise indicated herein, Emergency Calls are to be available 365 days per year, 24 hours per day. Furthermore, if applicable, if Customer does not select condenser tube cleaning by Carrier, then Customer agrees to clean and maintain the condenser tubes on a regular basis.

The following items are EXCLUDED from coverage of Repair Services:

- *Failure of components due to normal wear and tear*
- *Tube damage or any water-side damage as a result of tube failure*
- *Tube damage or any water-side damage as a result of improper water treatment*
- *Leakage at any valves, seals, joints, o-rings or gaskets*
- *Software defects or viruses in computer equipment & programs*
- *Corrosion*
- *Damage to any structural or foundation supporting the covered equipment*
- *Safety or protective devices*
- *Upgrades or enhancements (betterment) to the covered piece of equipment*
- *Starter/VFD equipment*

Replacement of equipment due to obsolescence or exceeding its life expectancy

Fluid Analysis (Oil, Refrigerant)

If applicable, Fluid Analysis will be provided as indicated on the Service Agreement. After the completion of each analysis Carrier will interpret the results and provide a written report to the Customer including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this Agreement, Carrier will schedule and complete such action(s).

Megger (compressor) Motor

If applicable, motor meggering services will be provided as indicated on the Service Agreement herein. After the completion of each test, Carrier will interpret the results and provide a written report to the Customer including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this Agreement, then Carrier will schedule and complete such action(s).

AGREEMENT RENEWAL

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

ENVIRONMENTAL, HEALTH AND SAFETY

Carrier is committed to conducting its operations in compliance with all environmental regulations and to providing a safe and healthful workplace for all of its employees. Our environmental, health and safety goals include preventing incidents that harm the environment, accidental injury to our employees and visitors, and/or exposure to harmful chemical or physical agents. Our goals also include the elimination of accidents that cause property loss, environmental damage, or result in any interruption of business. To achieve these goals, environmental and safety rules and procedures will be enforced equally with production, quality, cost and ethical standards. Our objective is to provide quality products and services while actively conserving our human and natural resources. Carrier firmly believes that all accidents and undesirable environmental incidents are preventable. Furthermore, every job can, and will, be done safely and in an environmentally-sound manner. Realization of these goals and objectives will demand maximum effort from every employee.

CARRIER's EH&S GOALS:

- A. Create and maintain "Safety Awareness". Safety is everyone's responsibility therefore, making safety an integral part of every service job.
- B. Strive to maintain a hazard-free work environment by requiring everyone to provide special attention to the equipment, processes and procedures utilized in the performance of our work.
- C. Provide for the safeguarding of our employees while improving the effectiveness of our quality assurance and customer satisfaction programs.
- D. Ensure compliance with applicable standards, regulations and codes established by local, state and federal agencies (re: OSHA).
- E. Utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.
- F. Significant reduction in lost-time injuries, reportable accidents with the long range goal of no lost-time injuries and no recordable accidents.
- G. Active participation by all Carrier employees in applicable aspects of the safety program.
- H. Provide Carrier operations management with effective skills in the presentation of employee training programs and in the recognition, evaluation and control of hazards and dangerous work procedures and performances.
- I. Establish safety kits to provide proper personal protective equipment for the assigned tasks.
- J. Establishment of procedures for natural disasters, fire and emergency situations, including, but not limited to safe locations, exit routes, methods for accounting for employees in natural disasters.
- K. Achieve and ensure the implementation of the safety program with the performance of safety, health and recordkeeping audits by representatives of the Carrier EH&S and our Safety Oversight Committee, and if necessary, enforcement through an accepted, written, adequately communicated disciplinary program.
- L. Baseline plot of equipment under current standard conditions.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES**- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
2. **EXTRAS**- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS**- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT**- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT**- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS**- Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
7. **WARRANTY**- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS**- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only)** -
Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
11. **EXCLUSIONS**- Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **PROPRIETARY RIGHTS (Service Contracts only)**- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
14. **WAIVER OF DAMAGES**- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
15. **LIMITATION OF LIABILITY**- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.
16. **CANCELLATION**- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
17. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
18. **CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
19. **CLAIMS**- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
20. **GOVERNMENT PROCUREMENTS**- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
21. **HAZARDOUS MATERIALS**- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
22. **WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

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

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

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Law Enforcement Center Project
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343 ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of the design development documents for the Kendall County Sheriff's Office, Jail, and Adult Probation/Training Facility and on approval to proceed to the construction document phase.
REASON FOR AGENDA ITEM	Consideration of documents from the architect in order to move forward with the project.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Law Enforcement Center
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 10/11/2016
OPEN SESSION**

SUBJECT	Road and Bridge change to 8 hour a day work schedule effective October 17, 2016.
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	Consideration and action to approve Road and Bridge work schedule.
REASON FOR AGENDA ITEM	Change from a 10 hour, 4 days a week to 8 hour, five days a week schedule.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge Department employees.
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2016 OPEN SESSION	
SUBJECT	Emergency response.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for flood related and debris pick up call out.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	Road and Bridge Department, payroll.
ADDITIONAL INFORMATION	See enclosed documentation.

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: September 2016**

Employee Name	Date	Total Call Out Hrs	Compensated Time
Jose Guerrero	09/25/2016	2.0	2.0
Zachary Pape	09/25/2016	1.0	2.0
Williams Shussler	09/21/2016	1.25	2.0
Chase Woerner	09/25/2016	1.75	2.0
Randall Yount	09/25/2016	1.75	2.0

The above listed employee(s) were called out to: Remove tree from Upper Cibolo Rd., Remove Debris from Herff Rd., and close Cravey Rd. due to flooding

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

Approximate grand total amount: \$259.99

Commissioners Court: 10/11/2016