



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Minutes for August 14, 15, 16 & 22, 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from previous Commissioners Court meetings.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/28/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Service awards August 2017
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Robert Garcia Sheriff Dept 15 Years
<b>REASON FOR AGENDA ITEM</b>	Recognize County employees for their service to the county
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2017 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of amending the FY2017 budget through budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Any department needing a budget adjustment
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 28, 2017

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

COUNTY ENGINEER:

10-402-53330	OPERATING	+	400
10-402-54270	CONFERENCE/TRAINING	+	400
10-402-54540	VEHICLE - REPAIR & MAINT	-	400
10-402-55530	OFFICE FURNITURE	-	400

ANIMAL CONTROL:

10-408-54540	VEHICLE - REPAIR & MAINT	+	1,000
10-408-53300	FUEL & OIL	-	1,000

NON-DEPARTMENTAL:

10-409-52060	UNEMPLOYMENT INSURANCE	+	10,000
10-401-56032	CONTINGENCIES - COMP. STUDY	-	10,000

DISTRICT COURT:

10-435-51490	TEMPORARY	+	2,500
10-435-54020	LEGAL	+	12,000
10-435-54092	INTERPRETER	+	800
10-435-52020	GROUP INSURANCE	-	3,300
10-435-54079	TRANSCRIPTS	-	12,000

JUSTICE OF THE PEACE PCT.1:

10-455-54092	INTERPRETER	+	1,000
10-401-56032	CONTINGENCIES - COMP. STUDY	-	1,000

JUSTICE OF THE PEACE PCT.2:

10-456-54270	CONFERENCE/TRAINING	+	200
10-456-53100	OFFICE SUPPLIES	-	200

JUSTICE OF THE PEACE PCT.4:

10-458-53100	OFFICE SUPPLIES	+	50
10-458-54270	CONFERENCE/TRAINING	-	50

COUNTY TREASURER:

10-497-54800	BONDS	+	93
10-497-54270	CONFERENCE/TRAINING	-	93

EMS:

10-540-53910	MEDICAL SUPPLIES	+	10,000
10-540-54075	EMS BILLING COLLECTIONS	-	10,000

BERGHEIM VFD:

10-542-53330	OPERATING	+	1,485
10-542-54240	INTERNET SERVICES	+	55
10-542-54500	BUILDINGS - REPAIR & MAINT	+	2,201
10-542-54531	SMALL EQUIPMENT - REPAIR & MAINT	+	126
10-542-53100	OFFICE SUPPLIES	-	758
10-542-53110	POSTAGE	-	186
10-542-53300	FUEL & OIL	-	300
10-542-54270	CONFERENCE/TRAINING	-	750
10-542-54510	MACHINERY - REPAIR & MAINT	-	55
10-542-54530	RADIO/RADAR - REPAIR & MAINT	-	375
10-542-54810	DUES	-	695
10-542-56510	ALLOCATIONS - CAPITAL EXPENSES	-	748

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 28, 2017

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

COMFORT VFD:

10-546-53330	OPERATING	+	8,400
10-546-54540	VEHICLE - REPAIR & MAINT	+	1,500
10-546-54270	CONFERENCE/TRAINING	-	1,500
10-546-54510	MACHINERY - REPAIR & MAINT	-	8,400

KENDALIA VFD:

10-547-53330	OPERATING	+	2,619
10-547-54270	CONFERENCE/TRAINING	+	2,783
10-547-54400	UTILITIES	+	1,252
10-547-54540	VEHICLE - REPAIR & MAINT	+	1,795
10-547-53300	FUEL & OIL	-	615
10-547-54200	TELEPHONE	-	365
10-547-54050	MEDICAL - OTHER	-	198
10-547-54500	BUILDINGS - REPAIR & MAINT	-	2,783
10-547-54510	MACHINERY - REPAIR & MAINT	-	1,795
10-547-54530	RADIO/RADAR - REPAIR & MAINT	-	406
10-547-54531	SMALL EQUIPMENT - REPAIR & MAINT	-	887
10-547-54810	DUES	-	400
10-547-54861	CONTRACT SERVICES	-	1,000

WARING VFD:

10-549-53330	OPERATING	+	3,559
10-549-54200	TELEPHONE	+	50
10-549-54270	CONFERENCE/TRAINING	+	742
10-549-53100	OFFICE SUPPLIES	-	530
10-549-53300	FUEL & OIL	-	500
10-549-54050	MEDICAL - OTHER	-	107
10-549-54500	BUILDINGS - REPAIR & MAINT	-	700
10-549-54510	MACHINERY - REPAIR & MAINT	-	525
10-549-54530	RADIO/RADAR - REPAIR & MAINT	-	742
10-549-54531	SMALL EQUIPMENT - REPAIR & MAINT	-	817
10-549-54860	CONTRACT LABOR	-	430

COUNTY SHERIFF:

10-560-53330	OPERATING	+	20,000
10-560-53300	FUEL & OIL	-	20,000

COUNTY SOLID WASTE:

10-595-53100	OFFICE SUPPLIES	+	703
10-402-54620	LEASE - OFFICE EQUIPMENT	-	703

RECYCLING:

10-597-53330	OPERATING	+	400
10-597-55130	CAPITAL PROJECTS-BUILDING CONSTR	-	400

ROAD & BRIDGE FUND:

11-620-54720	CONT SERV - SEAL COAT WORK	+	364,033
11-620-54740	CONT SERV - NEW RD CONSTR	-	364,033



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

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



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Monthly Reports - Fee Offices
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of monthly reports for July 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Departments who submit a monthly report to the County Auditor's Office.
<b>ADDITIONAL INFORMATION</b>	None

**FEES OF OFFICE REPORTS  
FY 2017**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$2,909.09	\$2,222.73	\$3,025.47	\$52,817.62	\$3,066.96	\$6,404.66	\$4,337.31	\$4,462.91	\$3,056.88	\$3,537.95			\$85,841.58
Brush Site	\$2,462.00	\$1,276.00	\$2,961.00	\$3,237.00	\$4,603.50	\$5,065.00	\$5,431.50	\$4,928.50	\$4,366.00	\$4,014.00			\$38,344.50
Constable 1	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$260.00							\$580.00
Constable 2	\$120.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00			\$760.00
Constable 3	\$200.00	\$0.00	\$0.00	\$200.00	\$75.00	\$0.00	\$0.00	\$0.00	\$400.00	\$475.00			\$1,350.00
Constable 4	\$0.00	\$0.00	\$0.00	\$200.00	\$75.00	\$0.00	\$600.00	\$75.00	\$75.00	\$223.50			\$1,248.50
County Attorney Fees	\$125.00	\$95.00	\$0.00										\$220.00
Criminal District Attorney				\$25.00	\$65.00	\$114.50	\$20.00	\$0.00	\$0.00	\$0.00			\$224.50
Elections-Public Info Fees	\$15.00	\$0.00	\$22.70	\$5.00	\$15.00	\$26.67	\$5.00	\$24.30	\$10.00	\$68.50			\$192.17
Fire Marshal	\$8,502.00	\$8,556.00	\$10,890.50	\$625.00	\$5,451.50	\$5,123.28	\$10,916.00	\$14,892.99	\$5,689.50	\$1,312.00			\$71,958.77
Health Inspector	\$475.00	\$1,930.00	\$24,690.00	\$21,380.00	\$925.00	\$1,595.00	\$1,710.00	\$1,035.00	\$1,520.00	\$925.00			\$56,185.00
Parks	\$1,160.00	\$3,700.00	\$400.00	\$2,850.00	\$3,990.00	\$1,440.00	\$2,600.00	\$450.00	\$3,730.00	\$260.00			\$20,580.00
Recycling	\$0.00	\$1,894.09	\$0.00	\$2,079.93	\$0.00	\$2,584.72	\$0.00	\$2,421.48	\$2,773.72	\$0.00			\$11,753.94
Sheriff's Office	\$715.00	\$1,750.00	\$216.00	\$2,340.00	\$1,290.00	\$1,068.45	\$835.50	\$893.00	\$668.00	\$606.00			\$10,381.95
Solid Waste-Boerne	\$10,930.50	\$10,468.00	\$11,335.50	\$11,243.00	\$9,893.50	\$13,854.00	\$12,392.00	\$12,007.25	\$11,872.00	\$12,088.00			\$116,083.75
Solid Waste-Comfort	\$458.00	\$473.00	\$399.00	\$603.00	\$477.00	\$519.00	\$545.00	\$526.00	\$417.00	\$496.00			\$4,913.00
Treasurer	\$0.00	\$0.00	\$193.60	\$30.00	\$0.00	\$10.00	\$5.00	\$0.00	\$0.00	\$0.00			\$238.60
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Clk-Fees of Ofc	\$40,760.31	\$51,348.88	\$44,218.57	\$45,474.33	\$43,406.90	\$47,963.82	\$48,202.43	\$46,443.83	\$46,927.29	\$45,817.25			\$460,563.61
County Clk-Criminal	\$16,618.80	\$6,363.00	\$6,170.20	\$10,404.38	\$13,077.62	\$10,714.38	\$14,842.62	\$6,786.00	\$6,945.00	\$5,430.00			\$97,352.00
County Clk-Prob Fees	\$3,599.00	\$2,010.00	\$1,712.00	\$2,758.00	\$3,052.00	\$3,410.00	\$2,697.00	\$1,722.00	\$2,192.00	\$3,102.00			\$26,254.00
Development Mgt.	\$7,203.00	\$8,023.00	\$7,285.00	\$13,220.00	\$8,551.00	\$8,620.00	\$8,688.00	\$8,694.00	\$7,561.00	\$7,440.00			\$85,285.00
District Clerk-Civil	\$13,809.54	\$15,104.80	\$10,363.48	\$13,707.58	\$16,442.30	\$16,186.88	\$14,997.60	\$16,508.63	\$19,821.15	\$17,724.65			\$154,666.61
District Clerk-Criminal	\$1,644.43	\$1,573.85	\$5,292.28	\$2,720.21	\$2,889.53	\$4,529.52	\$3,842.58	\$2,295.50	\$4,011.66	\$2,938.69			\$31,738.25
JP 1	\$8,705.58	\$7,223.00	\$6,269.90	\$11,425.47	\$19,292.34	\$19,709.61	\$12,783.91	\$15,601.88	\$22,963.13	\$17,075.24			\$141,050.06
JP 2	\$5,024.13	\$5,459.09	\$2,407.78	\$7,923.83	\$6,407.34	\$9,834.06	\$8,909.32	\$9,908.77	\$11,078.52	\$9,384.43			\$76,337.27
JP 3	\$8,097.17	\$5,216.27	\$4,979.40	\$7,425.16	\$11,228.17	\$12,837.98	\$8,774.95	\$15,570.19	\$24,684.67	\$22,830.74			\$121,644.70
JP 4	\$22,694.53	\$20,655.81	\$20,216.53	\$25,019.84	\$32,801.42	\$42,512.73	\$29,006.12	\$33,328.58	\$36,456.82	\$37,343.66			\$300,036.04
Tax Assessor	\$92,196.86	\$84,952.84	\$91,837.70	\$367,211.36	\$147,468.37	\$522,846.81	\$1,132,050.18	\$105,916.47	\$116,294.94				\$2,660,775.53
<b>TOTAL</b>	<b>\$248,424.94</b>	<b>\$240,535.36</b>	<b>\$254,886.61</b>	<b>\$605,245.71</b>	<b>\$334,544.45</b>	<b>\$737,231.07</b>	<b>\$1,324,192.02</b>	<b>\$304,492.28</b>	<b>\$333,714.28</b>	<b>\$193,292.61</b>			<b>\$4,576,559.33</b>
<i>FY '16 Totals for Comparison</i>	<i>\$237,022.25</i>	<i>\$200,091.25</i>	<i>\$236,892.36</i>	<i>\$522,959.28</i>	<i>\$317,729.98</i>	<i>\$271,215.71</i>	<i>\$1,558,461.66</i>	<i>\$252,949.73</i>	<i>\$266,640.61</i>	<i>\$242,460.40</i>			<i>\$4,106,423.23</i>





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/28/2017  
OPEN SESSION

SUBJECT	Proposed Tax Rate and Schedule Future Public Hearings
DEPARTMENT & PERSON MAKING REQUEST	County Judge Darrel L. Lux
PHONE # OR EXTENSION #	830-249-9343 ext 270
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Take a record vote to place a proposal to adopt the rate of \$.4127 ( <i>same rate as last year</i> ) per \$100.00 taxable value on the agenda of a future meeting. Since the current and proposed rate of \$.4127 is higher than the effective tax rate, notice must be published and two public hearings scheduled. for September 11, 2017 at 6:30 p.m. and September 18, 2017 at 11:00 a.m.
REASON FOR AGENDA ITEM	Take a record vote on the proposed tax rate and schedule two public hearings.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Letter of Permission for TABC for Disco Dance Event in Comfort
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Pct 4
<b>PHONE # OR EXTENSION #</b>	210-218-7670
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a letter of permission from Commissioners Court to the Comfort Chamber of Commerce for the Texas Alcoholic Beverage Commission (TABC) to allow the Chamber to sell beer and wine from 7:00 p.m. to 11:00 p.m. during the Disco Dance Event on Saturday, September 9, 2017 at the Comfort Park.
<b>REASON FOR AGENDA ITEM</b>	TABC requires letter from County allowing the Chamber booth.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	This event is to help raise funds for the Comfort Park renovations.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Appointment of Central Counting Station Personnel
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Elections / Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8704
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the appointment of various personnel for the Central Counting Station for a one-year term to begin September 1, 2017.
<b>REASON FOR AGENDA ITEM</b>	Various Central Count Personnel must be appointed by commissioners court to serve in all county elections.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**STATE OF TEXAS  
KENDALL COUNTY**

**KENDALL COUNTY ORDER NO. 08-28-2017  
ORDER TO APPOINT CENTRAL COUNTING STATION PERSONNEL**

Pursuant to Section 127.002, 127.003 and 127.004 of the Texas Election Code, the Commissioners Court of Kendall County, Texas, hereby appoints the following individuals to the Central Counting Station for a one year term to begin September 1, 2017.

<b>Title of Position</b>	<b>Name</b>
Central Count Station Manager	Staci Decker
Tabulation Supervisor	Rebecca Senger
Assistant Tabulation Supervisor	Kim Quintana

Adopted on the 28<sup>th</sup> day of August, 2017.

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Darrel L. Lux  
County Judge

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Christina Bergmann  
Commissioner, Precinct 1

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Richard Elkins  
Commissioner, Precinct 2

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Tommy Pfeiffer  
Commissioner, Precinct 3

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Don Durden  
Commissioner, Precinct 4

Attest:

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Darlene Herrin  
County Clerk



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Appointment of Election Judges
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Elections / Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8704
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the appointment of Election Judges. This includes election precinct judges, central counting station judges and the early voting ballot board judge for a term of one year beginning September 1, 2017 and ending August 31, 2018.
<b>REASON FOR AGENDA ITEM</b>	Judges must be appointed to serve the various positions on Election Day such as Presiding or Alternate Judge of the precinct, the central counting station and the early voting ballot board.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

## LIST OF PRESIDING AND ALTERNATE JUDGES

I, Staci L. Decker, Elections Administrator of Kendall County do hereby submit the following persons for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely lists(s) submitted by the appropriate political party chairs or as recommended by me if no list(s) were submitted timely by party chairs.

Election Precinct Judges		
Pct	Presiding Judge	Alternate Judge
1010	Judy Edmondson	Diane Sanchez
1110	Kimberly Grosenbacher	Nancy Scoggins
2020	Bonnie Miertschin	Joellen DeBerg
2080	Gary McCarron	Alison Beam
2120	Mark Rogers	Dennis Orr
3030	George DeLoach	Hope Bernal
3040	Jeffrey Wiseman	John Porterfield
3060	Deanna Burroughs	Cynthia Franklin-Lynch
4050	TBD	Anthony Bernal
4070	Karan Boles	Juventino Zapata
4100	John Peterson	Stephen Rogers

CENTRAL COUNTING STATION	
Presiding Judge	Travis Sabine
Alternate Judge	Dianne Kyle

EARLY VOTING BALLOT BOARD	
Presiding Judge	Sherry Otter

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Staci L. Decker, Elections Administrator

## ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES

The Commissioners Court of Kendall County do hereby appoint the following election judges and alternate judges for a one year term to begin September 1, 2017.

Precinct #	Presiding Judge	Alternate Judge
1010	Judy Edmondson	Diane Sanchez
1110	Kimberly Grosenbacher	Nancy Scoggins
2020	Bonnie Miertschin	Joellen DeBerg
2080	Gary McCarron	Alison Beam
2120	Mark Rogers	Dennis Orr
3030	George DeLoach	Hope Bernal
3040	Jeffrey Wiseman	John Porterfield
3060	Deanna Burroughs	Cynthia Franklin-Lynch
4050	TBD	Anthony Bernal
4070	Karan Boles	Juventino Zapata
4100	John Peterson	Stephan Rogers

Title	Name
Presiding Judge of Central Count	Travis Sabine
Alternate Judge of Central Count	Dianne Kyle
Presiding Judge of Early Voting Ballot Board	Sherry Otter

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The County Clerk/Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a one year term beginning September 1, 2016 in accordance with Tex. Elec. Code § 32.009.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Pct. 1

\_\_\_\_\_  
Commissioner, Pct. 2

\_\_\_\_\_  
Commissioner, Pct. 3

\_\_\_\_\_  
Commissioner, Pct. 4





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Assignment of Polling Locations
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Elections / Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8704
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Polling Locations for the November 7, 2017 Constitutional Amendment Election.
<b>REASON FOR AGENDA ITEM</b>	Polling Locations must be set by Commissioners Court prior to every county election.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

<b>Current Polling Locations</b>		
<b>Precinct</b>	<b>Location</b>	<b>Registered Voters</b>
1010	Patrick Heath Public Library	2829
1110	Morningside Ministries	4105
2020	Bergheim Volunteer Fire Department	2052
2080	Burdick Community Center	3290
2120	Kendall County Fairgrounds	3687
3030	Kendalia Community Center	2356
3040	Boerne Family YMCA	3798
3060	Sisterdale Community Center	590
4050	Comfort Baptist Church	2743
4070	Waring Fire House	352
4100	Nineteen:Ten Church	3302

<b>Recommended Polling Locations</b>		
<b>Precinct</b>	<b>Location</b>	<b>Registered Voters</b>
1010	Patrick Heath Public Library	2829
1110	Morningside Ministries	4105
2020	Bergheim Volunteer Fire Department	2052
2080	Burdick Community Center	3290
2120	Kendall County Fairgrounds	3687
3030	Kendalia Community Center	2356
3040, 3060	Boerne Bible Church***	4388
4050, 4070	Comfort Baptist Church	3095
4100	Nineteen:Ten Church	3302

\*\*\* Denotes a change in polling location



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Appointment to Hill Country MHDD Board of Directors
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on reappointing Wallace E. Whitworth, Jr. to the Hill Country MHDD Board of Directors for the term of September 1, 2017 through August 31, 2019.
<b>REASON FOR AGENDA ITEM</b>	To appoint the representative for Kendall County.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/28/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Interlocal Agreement with City of Boerne regarding regulation of subdivision platting in the ETJ of the City of Boerne.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	General Counsel Don Allee, Assistant Criminal District Attorney (Civil) Bill Ballard.
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning interlocal agreement with City of Boerne regulating subdivision platting in the extraterritorial jurisdiction of the City of Boerne located in Kendall County.
<b>REASON FOR AGENDA ITEM</b>	The interlocal agreement with the revisions requested by the County has been approved by the City of Boerne. Court action is required to approve the agreement which will go into effect October 1, 2017.
<b>IS THERE DOCUMENTATION</b>	Yes, agreement as approved by the City Council.
<b>WHO WILL THIS AFFECT?</b>	Owners and developers of property in the ETJ of the City of Boerne that is located in Kendall County.
<b>ADDITIONAL INFORMATION</b>	None

**STATE OF TEXAS**  
**KENDALL COUNTY**

**INTERLOCAL AGREEMENT FOR  
REGULATION OF SUBDIVISION  
PLATS IN THE ETJ OF BOERNE**

This City-County Interlocal Agreement ("Agreement") for regulation of subdivision plats in the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

**WITNESSETH**

**WHEREAS**, CITY has jurisdiction and control over the subdivision of real property within its extraterritorial jurisdiction ("ETJ"); and

**WHEREAS**, COUNTY has jurisdiction and control over the subdivision of real property in the unincorporated areas of the County, including the ETJ of CITY; and

**WHEREAS**, both CITY and COUNTY have adopted ordinances or orders, rules, regulations and procedures regulating subdivision plats as authorized under applicable state laws; and

**WHEREAS**, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats in the ETJ of CITY; and

**WHEREAS**, CITY and COUNTY have previously entered into interlocal agreements concerning the subject matter; and

**WHEREAS**, due to changes in applicable law, CITY and COUNTY believe it is in the best interest of both entities and the public that the uniform requirements and procedures previously established for regulation of subdivision plats in the ETJ be amended with each entity retaining certain responsibilities as hereinafter provided in this Agreement;

**NOW THEREFORE**, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of approving subdivision plats for real property located within the ETJ of CITY.

**ARTICLE II**  
**CHANGES TO ETJ AND CITY LIMITS**

- 2.01. The ETJ of CITY may fluctuate from time-to-time during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within 10 business days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting subdivision platting for real property within the boundaries of COUNTY.

- 2.02. CITY further agrees, as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

### **ARTICLE III**

#### **TERM**

The initial term of this Agreement shall be from October 1, 2017 to September 30, 2018. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2018. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement at least sixty (60) days prior to the expiration of the then current term.

### **ARTICLE IV**

#### **APPLICABLE PROCEDURES**

#### **MANUFACTURED HOUSING, OSSF, FLOODPLAIN & PLAT REVISIONS**

- 4.01. Within the parameters of this Agreement, the Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to manufactured housing located in the ETJ.
- 4.02. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to on-site sewage facilities ("OSSF") in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.
- 4.03. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to flood plain management in the ETJ.
- 4.04. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in an existing platted subdivision located in the ETJ.

### **ARTICLE V**

#### **SUBDIVISION REGULATIONS**

- 5.01. From and after the effective date of this Agreement, regulation of subdivision plats within the ETJ of CITY will be in accordance with the rules, regulations, ordinances and procedures of CITY, with the following provisions and/or exceptions.
- 5.02. CITY shall act as the general public's point-of-contact for information concerning subdivision platting requirements in the ETJ. Plat applications for subdivisions located in the ETJ shall be filed with CITY.
- 5.03. CITY shall collect platting application fees and any other applicable fees due to either COUNTY or CITY for subdivision plats located in the ETJ in a lump sum amount and forward to COUNTY the appropriate fees due to COUNTY; provided that COUNTY will collect any fees due to COUNTY for on-site sewage facilities, manufactured housing, and flood plain management, plat revisions and plat amendments in existing subdivisions located in the ETJ.

- 5.04. CITY will provide the Development Engineer of COUNTY with copies of all plats and any requests for variances from the City's Subdivision and Development Ordinance for subdivisions and developments located in the ETJ and allow a reasonable time for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and the City Council considers the plats and variance requests.
- 5.05. CITY and COUNTY will consult through designated officers, staff or committees concerning the location of streets, roads, width of right-of way for streets or roads, the designation of streets or roads as secondary, primary collectors or major thoroughfares, the location, size and design of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.
- 5.06. From and after the date of this Agreement, unless agreed to by COUNTY, all streets, roads, bridges, alleys, drainage areas, easements, and all other common areas located in new subdivisions in the ETJ shall be the responsibility of and shall be maintained by some entity other than COUNTY; provided that streets and roads in subdivisions using groundwater as a source of potable water and complying with requirements of the Cow Creek Groundwater Conservation District and using on-site sewage disposal facilities in accordance with requirements of COUNTY shall be subject to being maintained by COUNTY if accepted for maintenance by the Commissioners Court of COUNTY. Streets and roads to be maintained by COUNTY must meet, at a minimum, COUNTY specifications.
- 5.07. Upon the final approval of subdivision plats located in the ETJ, CITY shall be responsible for ensuring that such plats are recorded at the COUNTY Clerk's office.

**ARTICLE VI**  
**COSTS AND EXPENSES, ENFORCEMENT AUTHORITY**

- 6.01. The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.
- 6.02. CITY will have authority to enforce applicable City ordinances in the ETJ in compliance with state law. COUNTY will have enforcement authority in the ETJ for any violation of applicable laws and County orders related to manufactured housing, on-site sewage facilities ("OSSF"), flood plain management, plat revisions and plat amendments in an existing platted subdivision located in the ETJ.

**ARTICLE VII**  
**TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

**ARTICLE VIII**  
**LEGAL CONSTRUCTION**

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

**ARTICLE IX  
AMENDMENTS**

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

**ARTICLE X  
LIAISONS AND NOTICES**

- 10.01. Unless written notification by COUNTY to the contrary is received by CITY, the Development Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.02. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning and Community Services shall be the designated representative of CITY responsible for management of this Agreement.
- 10.03. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.
- 10.04. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne  
402 E. Blanco  
Boerne, Texas 78006  
Attn: Laura Talley  
Planning and Community Services Director

COUNTY

Kendall County  
201 E. San Antonio Street  
Boerne, Texas 78006  
Attn: Mary Ellen Schulle  
Development Engineer

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY OF BOERNE, TEXAS

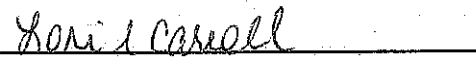


Ron C. Bowman  
City Manager

KENDALL COUNTY, TEXAS

\_\_\_\_\_  
Darrel L. Lux  
County Judge

ATTEST:



Lori Carroll  
City Secretary

\_\_\_\_\_  
Darlene Herrin  
County Clerk





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Inmate Housing Agreement - Bastrop County
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, County Sheriff
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and take action on an Agreement with Bastrop County to house Kendall County inmates.
<b>REASON FOR AGENDA ITEM</b>	In order to remain in compliance with jail standards, Kendall County must have agreements with other counties to house inmates until its jail expansion project is completed.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None

THE STATE OF TEXAS

COUNTY OF BASTROP

INTERLOCAL COOPERATION AGREEMENT

FOR

DETENTION SERVICES

THIS AGGREMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Kendall Co., a political subdivision of the State of Texas, hereinafter referred to as Kendall Co., and Bastrop County, also a political subdivision of the State of Texas, hereinafter referred to as Contractor.

WHEREAS, Kendall Co. is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the County; and

WHEREAS, Contractor is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Bastrop County; and

WHEREAS, Kendall County and Contractor desire to improve the efficiency and effectiveness of local government by authorizing the Intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, Kendall County and Contractor mutually desire to be subject to the provision of Chapter 791, Texas Government Code, and the Interlocal Cooperation Act.

NOW, THEREFORE, Kendall County and Contractor, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of the agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall continue until terminated pursuant to the terms hereof.

## II.

For the purpose and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for Kendall County to the maximum extent authorized by this agreement, without regard to disability, race, religion, color, age, sex and national origin; to-wit:

- A. Accept and provide for the secure custody, care and safekeeping of Offenders in accordance with state and local laws standards, policies, procedures, or court orders applicable to the operations of the Contractor Facility.
- B. In the event that the Contractor Facility shall be at maximum capacity as a result of Bastrop County or other inmates, Contractor reserves the right to require the removal or transfer of Kendall County Offenders within forty-eight (48) hours after notice to Kendall County, in order to provide facilities for Bastrop County inmates, and Contractor agrees to notify Kendall County as soon as possible when Kendall County inmates must be removed from the Contractor facility because of capacity limits.
- C. Notify Kendall County as soon as possible of all emergency medical cases requiring removal of a prisoner and health care services to include transportation and guard services provided outside the Contractor facility. All extraordinary medical care and prescription drugs shall be paid for by Kendall County.
- D. In no event shall Contractor be required to accept Kendall County Offenders under the terms and conditions of this agreement if such transfer will cause Contractor Facility to be in violation of the Texas Jail Standards Commission. Contractor, in its sole discretion, shall determine whether a Kendall County Offender shall be accepted for incarceration by Contractor. Nothing contained herein shall be construed to compel Contractor to accept any Offender if it would place Contractor in violation of any law, regulation or court order.
- E. Nothing contained herein shall be construed to compel Bastrop County Sheriff, acting in his/her capacity as keeper of the jail, to accept any prisoner for any reason.

## III.

Kendall County designates Robert Green as Liaison Officer for Kendall County with and between Kendall County and Contractor. Contractor designates Lisa Miller as Liaison Officer for Contractor with and between Kendall County and Contractor. The respective county sheriff of each county, or his/her designated substitute, shall insure the performance of all duties and obligation of said county herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of said county in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the Sheriff's Department employees, agents, contractors, sub-contractors, and/or laborers, if any; in

the furtherance of the proposes, terms and conditions of this agreement of the mutual benefit of Kendall County and Contractor.

IV.

Kendall County agrees to indemnify and hold harmless Contractor, its agents and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Contractor's performance or non-performance of the services and duties herein stated, but only in regard to the transfer of Offenders by Kendall County and duties herein assigned to Kendall County, and specifically excluding the actual incarceration of Offenders by Contractor. Kendall County retains full liability for each Offender until that prisoner has been processed and booked into Contractor's Facility.

V.

Contractor agrees to indemnify and hold harmless Kendall County, its agents and employees from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fee, arising out of contractor's performance or non-performance of the services and duties herein, stated, but only in regard to the actual holding and incarceration of prisoners by Contractor in Contractor's facilities and specifically excluding the transfer of prisoners to and from Contractor.

VI.

Contractor shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of contractor stated in this agreement, and give all attention necessary for such proper supervision and direction.

VII.

Kendall County agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Kendall County's employees, and agents.

VIII.

Contractor agrees to and accepts full responsibility for the acts of negligence and/or omissions of all Contractor's employees, and agents.

XI.

Kendall County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Kendall County's employees, and agents, Kendall County's sub-contractors, and/or contract laborers. Kendall County further agrees to bring with each prisoner delivered to the Contractor Facility all packets, jail cards, classification data and other information in the possession of Kendall County regarding each prisoner, and has the duty to advise Contractor of any know dangerous propensities of each prisoner delivered to Contractor.

X.

Contractor agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of Contractor's employees, and agents, Contractors subcontractors and/or contract laborers, and all other persons doing work under a contract or agreement with said Contractor.

XI.

Contractor understands and agrees that Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Kendall County. Contractor is a political subdivision of the State of Texas. The address of Contractor is:

Bastrop County Commissioners

804 Pecan Street

Bastrop, Texas 78602

XII.

Kendall County understands and agrees that Kendall County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Contractor. Kendall County is a political subdivision of the State of Texas. The address of said county is:

Kendall County Sheriff  
6 Staudt St.  
Boerne, Tx 78006

For the services hereinabove stated, Kendall County agrees to pay to Contractor, for the performance of this agreement, the sum of

Forty Five and No/Dollars (\$45.00)

per day of each prisoner confined in Contractor facilities. A day shall constitute any portion during a twenty-four (24) hour period beginning and ending at midnight.

Kendall County agrees to reimburse Contractor for all extraordinary medical care and prescription drugs of Kendall county prisoners.

Kendall County further agrees to reimburse contractor for damages, which directly caused to Contractor facilities or employees by the direct action of Kendall county prisoners.

#### XIV.

Kendall County, Texas, on a monthly basis, and upon the submission of documented invoice by Contractor, for the cost of the items and expenses specified in and in accordance with paragraph XIV of this agreement during the term of this agreement.

#### XV.

This agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to other party. In the event of such termination, by either party, Contractor shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Contractor be overcompensated for reimbursable expenses as authorized by this agreement,

Kendall County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise out of this agreement.

#### XVI.

This agreement represents the entire and integrated agreement between

Kendall County and Contractor and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Kendall County and Contractor.

#### XVII.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in Bastrop County, Texas. The parties agree that in the event of any legal dispute, the venue will be in Bastrop County Texas, or as directed by applicable law.

XVIII.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

\_\_\_\_\_  
Bastrop County Judge

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kendall County Judge

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Inmate Housing Agreement - Comanche County
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, County Sheriff
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and take action on an Agreement with Comanche County to house Kendall County inmates.
<b>REASON FOR AGENDA ITEM</b>	In order to remain in compliance with jail standards, Kendall County must have agreements with other counties to house inmates until its jail expansion project is completed.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



STATE OF TEXAS

COUNTY OF COMANCHE

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Comanche County, Texas (hereinafter "Contractor") and Kendall County, Texas (hereinafter "County") on the date indicated below:

**WHEREAS** County may need emergency housing and care of certain of the inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

**WHEREAS** Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

**WHEREAS** both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon 1992) (formerly Article 4413 (32c), Texas revised Civil Statutes), and

**WHEREAS** the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail,

**NOW, THEREFORE,** in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:



## ARTICLE I: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to-wit:

### 1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's inmates meets the requirement of the Texas Commissioner of Jail Standards.

### 1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commissioner of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

### 1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours on the cost of medical care for hospitalization will or may, in the opinion of Contractor and Contractor's Sheriff, exceed \$2,000, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care rather than the Contractor paying the costs and billing the same to the County.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within ten business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

### 1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.



**1.5 TRANSPORTATION AND OFF-SITE SECURITY**

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility.

Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50-miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearings not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

**1.6 SPECIAL PROGRAMS**

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special education, vocational, or other programs unless provided to similar inmates in Contractor's county. The parties may agree by a written amendment to this agreement or by separate agreement for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

**1.7 LOCATION AND OPERATION OF FACILITY**

The Contractor shall provide the detention services described herein at the Comanche County Jail in Comanche, Texas.

**ARTICLE 2. FINANCIAL PROVISIONS**

**2.1 PER DIEM RATE**

The per diem rate for detention services under this agreement is \$35.00 per man-day. This rate covers one inmate per day.

**2.2 BILLING PROCEDURE**

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County, to wit:

The County shall make payment to the Contractor within 30-days after receipt of the invoice.

Payment shall be in the name of **Comanche County**, and shall be remitted to:



Sue Brown  
Comanche County Treasurer  
Courthouse, 101 W. Central  
Comanche, Tx 76442

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE 3: TERM OF AGREEMENT

#### 3.1 PRIMARY TERM

The primary term of this agreement is for a period beginning August 28, 2017 and ending September 30, 2018.

#### 3.2 RENEWALS

This agreement may be renewed annually by the mutual agreement of the parties. Beginning Oct. 1 - Sept. 30.

In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

#### 3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60-days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening of any event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

### ARTICLE 4: ACCEPTANCE OF INMATES

#### 4.1 COMPLIANCE WITH LAW

Nothing herein shall create any obligation upon this Contractor to house the County's inmates where the housing of said inmates will, in the opinion, of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility.

At any time that the contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's inmates or any specified number thereof, the County shall upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.



In the event County does not remove such prisoner(s), Contractor may deliver up such prisoner(s) to the Sheriff of Kendall County at the cost and expense of the County.

#### 4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the county to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmates' classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

#### 4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight (8) hours upon the request of the Contractor's Sheriff.

Inmate may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight (8) hours, Contractor may deliver up such inmate to the Sheriff of Kendall County at the cost and expense of the County.

#### 4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.



The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set for the above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

#### **4.5 LIABILITY**

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time represent themselves to be employees, servants, agents and/or representatives of Kendall County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractor and/or laborers and for those of all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Contractor.

#### **ARTICLE 5. MISCELLANEOUS**

##### **5.1 BINDING NATURE OF AGREEMENT**

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

##### **5.2 NOTICE**

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:



Contractor:

JEFF LAMBERT  
COMANCHE COUNTY SHERIFF  
300 INDUSTRIAL BLVD.  
COMANCHE, TX 76442

County:

Al Auxier  
Kendall County Sheriff  
6 Staudt St.  
Boerne, Texas 78006

The address to which any notice, demand or other writing may be delivered in any party as above provided may be changed by written notice given by such party as above provided.

**5.3 AMENDMENTS**

This agreement shall not be modified or amended except by written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Court of the respective parties hereto.

**5.4 PRIOR AGREEMENTS**

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

**5.5 CHOICE OF LAW AND VENUE**

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Comanche, Comanche County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Comanche County, Texas.

**5.5 APPROVALS**

The Commissioners Court of the County and the Commissioners Court of The Contractor in accordance with the Interlocal Cooperation Act shall approve this agreement.

**5.6 FUNDING SOURCE**

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.



\_\_\_\_\_  
\_\_\_\_\_  
County Judge  
County, Texas

\_\_\_\_\_  
\_\_\_\_\_  
Comanche County Judge  
Comanche County, Texas

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
\_\_\_\_\_  
Comanche County Auditor

\_\_\_\_\_  
\_\_\_\_\_  
County Sheriff  
County, Texas

\_\_\_\_\_  
\_\_\_\_\_  
Comanche County Sheriff  
Comanche County, Texas

**APPROVED AS TO FORM ONLY**

\_\_\_\_\_  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
Comanche County Attorney





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Service Agreement with Stericycle for the collection of medical waste at the Kendall County Jail
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, County Sheriff
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning a service agreement with Stericycle for the collection of medical waste at the Kendall County Jail.
<b>REASON FOR AGENDA ITEM</b>	Approve a new service agreement with Stericycle that will reduce County expenditures for the disposal of medical waste.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## SERVICE AGREEMENT

Account/Site #2200525-002

### Service Address

Customer: Kendall County Law Enforcement  
Address 1: 6 Staudt St  
Address 2:  
City/State/Zip: Boerne, TX 780061820  
Phone #: (830) 249-4989  
E-Mail: sharon.barter@co.kendall.tx.us  
Sales Rep: Hira Malik

### Billing Address

Name: Kendall County EMS  
Address 1: 201 East San Antonio  
Address 2: Suite 113  
City/State/Zip: Boerne, TX 78006  
Phone #: (830) 249-3721  
Fax #:  
Generator ID #:

## Stericycle BUDGET PLAN

### Biohazardous Waste Disposal Services

#### FLEXIBLE Scheduling

#### Full Range of DOT COMPLIANT Containers

#### FULLY COMPLIANT Transportation and Disposal



### MEDICAL WASTE SERVICES

Trusted handling of Biohazardous Waste/Sharps from collection through treatment to final documented disposal. Service frequency options to meet state-specific regulations.



### ONLINE MANIFEST ACCESS

Manifest & Shipping Paper Archive for convenient storage and retrieval of regulated medical waste records.



### COMPLIANCE PORTAL 24x7 on MyStericycle.com

MyStericycle.com makes it easy to:

- Manage Waste Pickups
- Pay Bills Online
- Access Regulatory Training including:

**Biohazardous Waste Training** on state-specific regulations and proper waste segregation and handling.

**DOT Training** as required by Department of Transportation every 3 years and within 90 days of hire.



**Schedule & Save:** A product subscription program that saves you both time and money. Set the quantity and delivery schedule that best meets your needs.

**Monthly Service Fee \$****\$39.72**

Program Level: Budget Plan

Billing Schedule: Quarterly

Contract Effective Date: 8-1-2017

CATEGORY	FREQUENCY(STOPS/YR)	*Additional Waste Services (Not available in all areas)		
		\$/EA ADD'L STOP	MAX YEARLY CONTAINERS	\$/EA ADD'L CONTAINER
RMW	4	\$75.00	12	Current container rate plus 10%

\*Customer certifies that they will properly classify and segregate special waste streams and that they will not co-mingle those waste streams with any other.

Any additional services or products selected by Customer shall be billed separately according to current Stericycle pricing. During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee listed above by more than 5% annually.

By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

CUSTOMER: X  
STERICYCLE: X

Name

Name Hira Malik Title

Title

Date

Date

# Product Services Provided

Product Item #	Product Description	Qty per Shipment	Frequency
H18R	18 Gallon Red PGII Container w/Red Port Lid (MB-600P-2 S)	2.0	Every 12 Weeks (4)

## STERICYCLE® TERMS AND CONDITIONS

Account/Site #2200525-002

**1. Regulated Medical Waste Services:**(a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative.

**2. Term and Pricing:** Subject to the provisions below, the term ("Term") of this Agreement shall be 60 months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has given sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation.(c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

**3. Billing:** Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs.

Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal.

**4. Surcharge:** Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of the Customer's current container rate plus 10% at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

**5. Liability for Equipment:** Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

**6. Indemnification:** (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorney's fees and costs incurred by the other in bringing a successful Indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Steri-Safe Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Steri-Safe Program training and materials.

Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Steri-Safe Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customers blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Steri-Safe Level Program.

**7. Compliance Materials:** To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term. **FOR PREFERRED STERI-SAFE PROGRAM CUSTOMERS ONLY:** Stericycles OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

**8. Compliance with Laws:** Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

**9. Exclusivity:** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

**10. Excuse of Performance:** Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor

or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

**11. Independent Contractor:** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

**12. Amendment and Waiver:** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

**13. Savings Clause:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

**14. Entire Agreement:** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

**15. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

**16. Notices:** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

**17. Originals:** A copy or facsimile of this Agreement shall be as effective as an original.

**18. Purchase Orders:** Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

**19. Waste Brokers:** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

## SCHEDULE & SAVE PRODUCT SUBSCRIPTION SERVICES

**1. Schedule & Save Product Subscription Services** (a) Stericycle, Inc. shall sell and deliver to Customer and Customer agrees to order and purchase from Stericycle certain Products (defined within the confirmation email sent to Customer and/or Customer invoice). Customer agrees to always use the Products solely in accordance with their intended purpose. Services shall be limited to delivery in the Continental U.S. and Puerto Rico. By accepting delivery of the Products, Customer agrees to be bound by and accepts these terms and conditions unless the parties have signed a separate agreement.

**2. Changes to Customer Order** Changes to Customer's order (shipment frequency; types or quantities of Products; or cancelling a shipment) may be made within 7 days of the next shipping date by contacting Stericycle at (800) 355- 8773.

**3. Warranties** Customer understands that Stericycle is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Stericycle or its affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Stericycle or its affiliates. STERICYCLE AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

**4. Limitation of Liability** (a) UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE.

**5. Return Privileges** Customer may seek to return unused, unopened Products by contacting Stericycle for a return shipment label and instructions provided Customer maintains an active service account with Stericycle. Unused product returns will be available 90 days from initial shipment date and will be subject to a \$30.00 restocking fee for each return shipment.

**6. Title; Risk of Loss** For all shipments, title to Products and risk of loss or damage during shipment pass from Stericycle to Customer upon delivery to the specified destination.



## REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*\* Un-dispensed from DEA Registrant*

### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

#### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

#### REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*\*Consult Stericycle Representative for specific requirements*

*Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Resolution for Kendall Appraisal District Board of Directors Staggered Terms
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Resolution providing that the terms of the Kendall Appraisal District Board of Directors be staggered.
<b>REASON FOR AGENDA ITEM</b>	To better serve the taxing units.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**RESOLUTION PROVIDING THAT THE TERMS OF THE KENDALL APPRAISAL  
DISTRICT BOARD OF DIRECTORS BE STAGGERED**

**NOW WHEREAS**, the board of directors of the Kendall Appraisal District (KCAD), by means of prior resolutions, is currently authorized to consist of seven members who are appointed by taxing units which participate in KCAD; and

**WHEREAS**, the two-year term of each of the seven KCAD board members begins on January 1 of each even-numbered year and expires on December 31 of each odd-numbered year; and

**WHEREAS**, it is the opinion of the current board of directors that both KCAD and the taxing units which participate in KCAD would be better served if the terms of the directors were staggered; and

**WHEREAS**, Tax Code §6.034 specifically enables authorizing taxing units to adopt resolutions providing for staggered terms; and

**WHEREAS**, staggered terms would become effective should three-fourths of the authorizing taxing units adopt resolutions approving staggered terms;

**NOW, THEN, BE IT THEREFORE RESOLVED** that the Kendall County Commissioners Court hereby finds that the terms of the board of directors of KCAD shall be staggered in such a manner that four directors will be appointed to two-year terms beginning January 1, 2018, and three directors will be appointed to one-year terms beginning January 1, 2018; and

**BE IT FURTHER RESOLVED** that after 2017, all directors' terms will be for two years beginning January 1<sup>st</sup> of odd-numbered and even-numbered years; and

**BE IT FURTHER RESOLVED** that the determination in 2017 of which directors will be appointed to two-year terms and which directors will be appointed to one-year terms has been accomplished by agreement of the sitting directors.

**PASSED AND ADOPTED** this the 28th day of August 2017.

\_\_\_\_\_  
Darrel L. Lux, County Judge

\_\_\_\_\_  
Christina Bergmann, Commissioner Pct. 1

\_\_\_\_\_  
Richard Elkins, Commissioner Pct. 2

\_\_\_\_\_  
Tommy Pfeiffer, Commissioner Pct. 3

\_\_\_\_\_  
Don Durden, Commissioner Pct. 4

ATTEST: \_\_\_\_\_  
Darlene Herrin, County Clerk





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

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



# Kendall County Road & Bridge Monthly Report July 2017

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 1</b>						
<b>Equipment</b>						
DODGE RD	27	@ 1.00 miles.	Equipment Breakdown	haul equipment to yard to be repaired.	RD-1993-17	7/13/17
DODGE RD			Equipment Breakdown	#45 hyd line blew & was stuck in road.	RD-2015-17	7/19/17
<b>Maintenance</b>						
JOHNS RD		@ 3.4 miles.	Road Surface	Repair soft spot.	RD-1910-17	7/5/17
JOHNS RD		@ 3.4 miles.	Road Surface	Level up patch, back fill around culverts.	RD-1914-17	7/6/17
<b>Mowing</b>						
RANGER CREEK RD		@ 0.00 to 4.00 miles.	Mowing	Mow right of way both sides.	RDM-1170-17	7/26/17
<b>New Construction</b>						
SCENIC LOOP RD	42		Concrete Work	Work on concrete work & drill fence post holes.	RD-1916-17	7/10/17
SCENIC LOOP RD			Concrete Work	Work on concrete work, drill fence post holes.	RD-1922-17	7/11/17
SCENIC LOOP RD			Concrete Work	Pour concrete head wall.	RD-2063-17	7/12/17
SCENIC LOOP RD		@ 0.80 miles.	Concrete Work	Prep for concrete work.	RD-1983-17	7/12/17
SCENIC LOOP RD		@ 0.80 miles.	Concrete Work	Set pipes for water gap.	RD-1989-17	7/13/17
SCENIC LOOP RD		@ 0.75 miles.	Road Surface	Level road, add black base to edge of road.	RD-2003-17	7/18/17
<b>Paving and Prep</b>						
BALCONES RD WEST	27	@ 0.00 to 0.25 miles.	Road Surface	Scrape edge of road and clean ditch.	RD-1924-17	7/11/17
DODGE RD		@ 0.0 to 0.90 miles.	Road Surface	Scrape edge of road & clean ditch line.	RD-1988-17	7/12/17
DODGE RD		@ 0.90 to 2.04 miles.	Road Surface	Scrape edge of road & clean ditch line.	RD-1994-17	7/13/17
DODGE RD		@ 2.04 to 0.90 miles.	Road Surface	Repair edge of road.	RD-2001-17	7/17/17
DODGE RD		@ 0.90 to 0.00 miles.	Road Surface	Repair edge of road.	RD-2008-17	7/18/17
DODGE RD			Road Surface	Repair soft spot.	RD-2016-17	7/19/17
UPPER BALCONES RD	216	@ 1.7 to 2.2 miles.	Road Surface	Scrape edge of road and clean ditch.	RD-1913-17	7/6/17
UPPER BALCONES RD		@ 2.2 to 3.3 miles.	Road Surface	Scrape edge of road and clean ditch.	RD-1918-17	7/10/17
UPPER BALCONES RD		@ 3.3 to 4.45 miles.	Road Surface	Scrape edge of road and clean ditch.	RD-1923-17	7/11/17
UPPER BALCONES RD		@ 4.45 to 4.3 miles.	Road Surface	Repair edge of road.	RD-2006-17	7/18/17
UPPER BALCONES RD		@ 4.3 to 3.7 miles.	Road Surface	Repair edge of road.	RD-2017-17	7/19/17
UPPER BALCONES RD		@ 3.7 to 3.1 miles.	Road Surface	Repair edge of road.	RD-2019-17	7/20/17
UPPER BALCONES RD			Road Surface	Repair soft spot.	RD-2023-17	7/24/17
UPPER BALCONES RD		@ 3.1 to 2.6 miles.	Road Surface	Level up road.	RD-2031-17	7/25/17
UPPER BALCONES RD		@ 3.1 to 2.6 miles.	Road Surface	Level up road.	RD-2037-17	7/26/17
UPPER BALCONES RD		@ 3.1 to 2.6 miles.	Road Surface	Level up road.	RD-2039-17	7/27/17
UPPER BALCONES RD		@ 3.1 to 2.6 miles.	Road Surface	Level up road and repair edges.	RD-2087-17	7/31/17

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Total WO's For Pct</b>	<b>1</b>	<b>28</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 2</b>						
<b>Contractor Work</b>						
BUCKSKIN DR	112		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1978-17	7/21/17
HILLVIEW LP		@ 4.4 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1905-17	7/7/17
MOUNTAINTOP TRL		@ 0.35 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1893-17	7/5/17
OAK HILLS LN		@ 0.16 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1894-17	7/5/17
OLD SAN ANTONIO RD	113		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1960-17	7/12/17
RIDGE CRST		@ 0.09 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1892-17	7/5/17
<b>Equipment</b>						
CHARGER BLVD	202	Brush Site.	Equipment Breakdown	Waiting on mechanic for repair.	RD-1987-17	7/12/17
CHARGER BLVD	202	Brush Site.	Equipment Breakdown	Waiting on mechanic to replace hose & fuel.	RD-2036-17	7/26/17
<b>Non Road and Bridge</b>						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 9.25 hours.	RD-1982-17	7/10/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 8.25 hours.	RD-1985-17	7/12/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 9 hours.	RD-1997-17	7/17/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 5.5 Hours.	RD-2020-17	7/24/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 2 Hours.	RD-2028-17	7/25/17
CHARGER BLVD	202	Brush Site.	Assist other Agency	Haul #62 to brush site.	RD-2026-17	7/25/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 6.25 Hours.	RD-2033-17	7/26/17
CHARGER BLVD	202		Assist other Agency	Haul #65 to SA for repairs at Stewart Stevenson.	RD-2085-17	7/31/17
<b>Total WO's For Pct 2</b>		<b>16</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 3</b>						
<b>Contractor Work</b>						
ACKER RD	120		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2052-17	7/28/17
CRABAPPLE RD		#634, 611, 532, 439, 121, 121.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2053-17	7/31/17
EDGE FALLS RD	150		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2051-17	7/28/17
FM 3351 N		@ Weaver.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2048-17	7/28/17
FM 3351 N		@ Edge Falls	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2050-17	7/28/17
FM 3351 N		@ Winchester	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2049-17	7/28/17
<b>Facility Structures</b>						
ACKER RD			Delivered	Take six locks to Sam on Acker Road.	RD-1906-17	7/5/17
<b>Maintenance</b>						
WALNUT GROVE RD		@ 2.3 miles.	Concrete Work	Clean up and dress up around culvert pipe.	RD-2029-17	7/25/17
WALNUT GROVE RD		@ 2.0 miles.	Concrete Work	Clean up and dress up around culvert pipe.	RD-2034-17	7/26/17
<b>Mowing</b>						
BRANDENBURG CT		@ 0.00 to 0.71 miles.	Mowing	Mow right of way both sides.	RDM-1130-17	7/13/17
PLATTEN CREEK RD		@ 0.00 to 1.13 miles.	Mowing	Mow right of way both sides.	RDM-1128-17	7/13/17
SISTERDALE LINDENDALE RD		@ 0.00 to 1.50 miles.	Mowing	Mow right of way both sides.	RDM-1131-17	7/13/17
WHITWORTH DR		@ 0.00 to 0.26 miles.	Mowing	Mow right of way both sides.	RDM-1129-17	7/13/17
<b>New Construction</b>						
ACKER RD		@ 3.0 to 3.5 miles.	Cut Brush	Cut brush.	RD-1907-17	7/5/17
ACKER RD		@ 3.0 to 3.3 miles.	Brush Removal	Cut brush.	RD-1915-17	7/6/17
ACKER RD		@ 3.0 to 3.5 miles.	Cut Brush	Cut brush.	RD-1981-17	7/6/17
ACKER RD		@ 3.0 miles	Road Surface	Haul equipment to job site on Acker Road.	RD-1917-17	7/10/17
ACKER RD			Brush Removal	Cut brush, mark road.	RD-1921-17	7/11/17
ACKER RD		@ 3.4 to 3.8 miles.	Work Subgrade	Work subgrade.	RD-1925-17	7/13/17
ACKER RD		@ 3.3 to 3.5 miles.	Work Subgrade	Work sub grade.	RD-1996-17	7/17/17
ACKER RD		@ 3.0 to 3.5 miles.	Work Subgrade	Work sub grade.	RD-2002-17	7/18/17
ACKER RD		@ 3.3 to 3.4 miles.	Work Subgrade	Work sub grade.	RD-2009-17	7/19/17
ACKER RD		@ 3.2 to 3.4 miles.	Work Subgrade	Work sub grade.	RD-2011-17	7/20/17
ACKER RD		@ 3.1 to 3.4 miles.	Work Subgrade	Work subgrade	RD-2065-17	7/25/17
ACKER RD		@ 3.1 to 3.4 miles.	Work Subgrade	Work subgrade	RD-2066-17	7/26/17
ACKER RD		@ 3.1 to 3.3 miles.	Work Subgrade	Work subgrade	RD-2082-17	7/31/17
<b>Paving and Prep</b>						
HIDDEN LAKE DR		@ Mountain Creek Trail.	Road Surface	Sweep gravel off road.	RD-2067-17	7/26/17
HIDDEN LAKE DR		@ 0.34 Miles.	Road Surface	Sweep gravel off road.	RD-2073-17	7/27/17
HIGHLAND WOODS		@ 0.80 Miles.	Road Surface	Sweep gravel off road.	RD-2075-17	7/27/17

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Paving and Prep</b>						
MISTY TRAIL		@ 0.00 Miles.	Road Surface	Sweep gravel off road.	RD-2076-17	7/27/17
MISTY WATERS		@ 0.00 Miles.	Road Surface	Sweep gravel off road.	RD-2072-17	7/27/17
MOONLITE RDG		@ 0.34 Miles.	Road Surface	Sweep gravel off road.	RD-2074-17	7/27/17
MOUNTAIN VIEW TRAIL		@ 0.36 Miles.	Road Surface	Sweep gravel off road.	RD-2070-17	7/27/17
OAK FOREST DR		@ 0.42 Miles.	Road Surface	Sweep gravel off road.	RD-2069-17	7/27/17
RIVER FOREST DR		@ 0.00 Miles.	Road Surface	Sweep gravel off road.	RD-2068-17	7/26/17
RIVER PT		@ 0.10 Miles.	Road Surface	Sweep gravel off road.	RD-2078-17	7/27/17
ROARING CREEK DR		@ 2.7 Miles.	Road Surface	Sweep gravel off road.	RD-2071-17	7/27/17
TOWERING VIS		@ 0.00 Miles.	Road Surface	Sweep gravel off road.	RD-2077-17	7/27/17
<b>Total WO's For Pct 3</b>		<b>38</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 4</b>						
<b>Brush</b>						
RIVER BEND RD		@ 0.80 miles.	Brush Removal	Pick up brush on side of roadway.	RD-2081-17	7/27/17
RIVER BEND RD		@ 0.40 miles.	Brush Removal	Pick up brush on side of roadway.	RD-2080-17	7/27/17
<b>Cleaning and Debris</b>						
BIG JOSHUA CREEK RD		@ 0.80 miles.	Tree Removal	Remove tree after storm.	RD-2088-17	7/31/17
WARING WELFARE RD			Tree Removal	Cut limbs off road and move to side.	RD-2024-17	7/23/17
WARING WELFARE RD	214		Tree Removal	Cut limbs off road and move to side.	RD-2025-17	7/24/17
<b>Contractor Work</b>						
E WARING RD		@ 0.00 to 0.07 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1961-17	7/12/17
FM 1621		@ 0.00 to 0.05 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1966-17	7/17/17
FREDERICKSBURG RD		@ 0.00 to 0.14 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1963-17	7/13/17
JUNIPER LN		@ 0.00 to 0.69 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1979-17	7/21/17
LINDNER AVE		#546, 535.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1973-17	7/20/17
MAJESTIC OAKS DR		@ 1.45 to 1.32 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2045-17	7/24/17
MAJESTIC OAKS DR		@ 1.32 to 0.78 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2046-17	7/25/17
MAJESTIC OAKS DR		@ 0.78 to 0.00 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2047-17	7/26/17
MANNING RD		@ 0.00 to 0.11 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1962-17	7/12/17
MARQUARDT RD		@ 2.8 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1968-17	7/18/17
MARQUARDT RD		@ Cravey Road.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1970-17	7/18/17
MARQUARDT RD	201		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1969-17	7/18/17
MARQUARDT RD		@ 3.0 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1967-17	7/18/17
MESQUITE TRAIL		@ 0.00 to 0.78 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-2044-17	7/24/17
MULBERRY LN		@ 0.00 to 0.72 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1971-17	7/18/17
N FRONT ST		@ 0.00 to 0.32 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1964-17	7/13/17
OLD #9 HWY	247		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1975-17	7/20/17
PECAN PKWY		@ 0.00 to 1.09 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1972-17	7/19/17
RIVER BEND RD	144		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1974-17	7/20/17
RIVER BEND RD		@ South River Bend.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1976-17	7/20/17
S FRONT ST		@ 0.00 to 0.16 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1965-17	7/17/17
UPPER CIBOLO CREEK RD		@ 0.7 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1895-17	7/6/17
UPPER CIBOLO CREEK RD		@ 3.7 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1902-17	7/6/17
UPPER CIBOLO CREEK RD		@ 1.6 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1900-17	7/6/17
UPPER CIBOLO CREEK RD		@ 4.4 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1904-17	7/6/17
UPPER CIBOLO CREEK RD		@ 1.4 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1898-17	7/6/17
UPPER CIBOLO CREEK RD		@ 1.3 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1897-17	7/6/17
UPPER CIBOLO CREEK RD		@ 3.0 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1901-17	7/6/17

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Contractor Work</b>						
UPPER CIBOLO CREEK RD		@ 1.5 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1899-17	7/6/17
UPPER CIBOLO CREEK RD		@ 4.2 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1903-17	7/6/17
UPPER CIBOLO CREEK RD		@ 1.2 miles.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1896-17	7/6/17
ZOELLER LN		#319, 100.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1977-17	7/20/17
<b>Data Collection</b>						
LOOP 1087		@ IH 10.	Road Data	Looked @ signs/delineators knocked down.	RD-2010-17	7/17/17
<b>Equipment</b>						
FM 289	716	Joshua Springs Park.	Equipment Breakdown	Mowing dam, had Hyd leak.	RD-2043-17	7/26/17
OLD COMFORT RD	3	R&B	Equipment Breakdown	Haul #170 to San Antonio for repairs.	RD-1999-17	7/17/17
<b>Flood Related</b>						
HEIN RD		@ 0.20 miles.	Equipment Staging	Haul equipment to job site.	RD-1986-17	7/12/17
HEIN RD		@ 0.10 miles.	Concrete Work	Prep for concrete work.	RD-1991-17	7/13/17
HEIN RD		@ 0.20 miles.	Equipment Staging	Haul equipment to job site.	RD-1992-17	7/13/17
HEIN RD		@ 0.2 miles.	Road Surface	Prep for concrete work.	RD-1998-17	7/17/17
HEIN RD		@ 0.2 miles.	Road Surface	Prep for concrete work. Put Bar Rap in.	RD-2005-17	7/18/17
HEIN RD		@ 0.20 miles.	Road Surface	Work on subgrade.	RD-2014-17	7/19/17
HEIN RD		@ 0.20 miles.	Road Surface	Shape road for concrete.	RD-2013-17	7/20/17
HEIN RD		@ 0.3 miles.	Concrete Work	Pour concrete, flat work, and rip rap.	RD-2064-17	7/24/17
HEIN RD		@ 0.20 miles.	Road Surface	Blade road for concrete. Cut beam upper side.	RD-2022-17	7/24/17
HEIN RD		@ 0.20 miles.	Road Surface	Back fill and put in Bar Rap..	RD-2030-17	7/25/17
HEIN RD		@ 0.20 miles.	Road Surface	Prep road for asphalt.	RD-2038-17	7/27/17
HEIN RD		@ 0.2 miles.	Road Surface	Lay in asphalt.	RD-2084-17	7/31/17
POEHNERT RD		@ 0.00 miles.	Road Surface	Haul 61 loader to Poehnert Rd & back to yard.	RD-2083-17	7/31/17
<b>Maintenance</b>						
BLASCHKE RD	16		Driveway Work	Mill driveway and reconstruct swale.	RD-1908-17	7/5/17
BLASCHKE RD	16		Driveway Work		RD-1911-17	7/6/17
NORTH CREEK RD	806		Concrete Work	Level up driveway.	RD-2062-17	7/10/17
NORTH CREEK RD	710		Concrete Work	Pour concrete head wall.	RD-2035-17	7/26/17
WARING WELFARE RD		@ 1.9 miles.	Debris Removal	Clean up and dress up around culvert pipe.	RD-2032-17	7/25/17
ZOELLER LN	335		Fencing	Pick up stump.	RD-2012-17	7/20/17
				Repair fence damaged by mower.		
<b>Miscellaneous</b>						
OLD COMFORT RD	3	R&B	Receive Material	Pick up bar rap in San Antonio.	RD-2000-17	7/17/17
<b>Mowing</b>						
ZOELLER LN	335		Fencing	Repair fence damaged by mower.	RD-2007-17	7/17/17
AGARITA CIR		@ 0.00 to 0.15 miles.	Mowing	Mow right of way both sides.	RDM-1157-17	7/20/17



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Mowing</b>						
ALAMO RD		@ 0.0 to 2.57 miles.	Mowing	Mow right of way both sides.	RDM-1104-17	7/11/17
ALLEN RD		@ 0.00 to 1.80 miles.	Mowing	Mow right of way both sides.	RDM-1162-17	7/24/17
ANCIENT COAST RD		@ 0.0 to 0.45 miles.	Mowing	Mow right of way both sides.	RDM-1122-17	7/12/17
APACHE RD		@ 0.0 to 0.47 miles.	Mowing	Mow right of way both sides.	RDM-1109-17	7/11/17
AVENUE E		@ 0.00 to 0.15 miles.	Mowing	Mow right of way both sides.	RDM-1137-17	7/18/17
AVENUE F		@ 0.00 to 0.09 miles.	Mowing	Mow right of way both sides.	RDM-1139-17	7/18/17
BIRCH RD		@ 0.0 to 0.85 miles.	Mowing	Mow right of way both sides.	RDM-1108-17	7/11/17
BLASCHKE RD		@ 0.00 to 2.43 miles.	Mowing	Mow right of way both sides.	RDM-1143-17	7/18/17
BRINKMANN RD		@ 0.0 to 0.03 miles.	Mowing	Mow right of way both sides.	RDM-1106-17	7/11/17
CIBOLO OAKS SUBDIVISION		@ 0.00 TO 0.43 miles.	Mowing	Mow right of way both sides. NOT NEEDED.	RDM-1174-17	7/26/17
COMANCHE RD		@ 0.0 to 0.18 miles.	Mowing	Mow right of way both sides.	RDM-1110-17	7/11/17
CRAVEY RD		@ 0.00 to 2.01 miles.	Mowing	Mow right of way both sides.	RDM-1147-17	7/19/17
CREEKWOOD PL		@ 0.00 to 0.21 miles.	Mowing	Mow right of way both sides.	RDM-1164-17	7/24/17
CROSSING RD		@ 0.0 to 0.07 miles.	Mowing	Mow right of way both sides.	RDM-1119-17	7/12/17
DEER MEADOW DR		@ 0.00 to 0.18 miles.	Mowing	Mow right of way both sides.	RDM-1149-17	7/19/17
DEER RD		@ 0.0 to 3.34 miles.	Mowing	Mow right of way both sides.	RDM-1116-17	7/12/17
E WARING RD		@ 0.00 to 0.07 miles.	Mowing	Mow right of way both sides.	RDM-1135-17	7/18/17
FIR RD		@ 0.0 to 0.16 miles.	Mowing	Mow right of way both sides.	RDM-1114-17	7/11/17
FLAT ROCK CREEK RD		@ 0.0 to 3.69 miles.	Mowing	Mow right of way both sides.	RDM-1099-17	7/5/17
FREDERICKSBURG RD		@ 0.00 to 0.14 miles.	Mowing	Mow right of way both sides. NOT NEEDED.	RDM-1138-17	7/18/17
GLENN OAKS DR		@ 0.00 TO 0.22 miles.	Mowing	Mow right of way both sides. NOT NEEDED	RDM-1176-17	7/26/17
GRAPE CREEK RD		@ 0.0 to 5.6 miles.	Mowing	Mow right of way both sides.	RDM-1103-17	7/10/17
GREEN CEDAR RD		@ 0.00 to 0.77 miles.	Mowing	Mow right of way both sides.	RDM-1161-17	7/24/17
HAWK RD		@ 0.0 to 0.53 miles.	Mowing	Mow right of way both sides.	RDM-1117-17	7/12/17
HEIN RD		@ 1.50 to 0.50 miles.	Mowing	Mow right of way both sides.	RDM-1144-17	7/18/17
HEIN RD		@ 0.00 to 0.50 miles.	Mowing	Mow right of way both sides.	RDM-1145-17	7/19/17
HOPE RD		@ 0.0 to 0.71 miles.	Mowing	Mow right of way both sides.	RDM-1113-17	7/11/17
JENNIFER DR		@ 0.00 TO 1.28 miles.	Mowing	Mow right of way both sides.	RDM-1173-17	7/26/17
JOE WEST RD		@ 0.0 to 0.29 miles.	Mowing	Mow right of way both sides.	RDM-1105-17	7/11/17
JUNIPER LN		@ 0.00 to 0.69 miles.	Mowing	Mow right of way both sides.	RDM-1155-17	7/20/17
LOST PILOT LN		@ 0.00 to 0.17 miles.	Mowing	Mow right of way both sides.	RDM-1151-17	7/19/17
MAJESTIC OAKS DR		@ 0.00 to 1.48 miles.	Mowing	Mow right of way both sides.	RDM-1152-17	7/19/17
MANNING RD		@ 0.00 to 0.11 miles.	Mowing	Mow right of way both sides.	RDM-1134-17	7/18/17
MANNING ST		@ 0.00 to 0.06 miles.	Mowing	Mow right of way both sides.	RDM-1136-17	7/18/17
MESQUITE TRAIL		@ 0.00 to 0.78 miles.	Mowing	Mow right of way both sides.	RDM-1156-17	7/20/17
MULBERRY LN		@ 0.00 to 0.72 miles.	Mowing	Mow right of way both sides.	RDM-1154-17	7/20/17
N FRONT ST		@ 0.00 to 0.32 miles.	Mowing	Mow right of way both sides.	RDM-1140-17	7/18/17
N RIVER BEND RD		@ 0.0 to 1.63 miles.	Mowing	Mow right of way both sides.	RDM-1098-17	7/5/17

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Mowing</b>						
NOTTINGHAM LN		@ 0.00 TO 0.35 miles.	Mowing	Mow right of way both sides.	RDM-1172-17	7/26/17
OAK ACRES LN		@ 0.00 TO 0.67 miles.	Mowing	Mow right of way both sides.	RDM-1175-17	7/26/17
OLD #9 HWY		@ 0.0 to 4.4 miles.	Mowing	Mow right of way both sides.	RDM-1100-17	7/5/17
OLD #9 HWY		@ 4.4 to 8.0 miles.	Mowing	Mow right of way both sides.	RDM-1101-17	7/6/17
OLD #9 HWY		@ 8.0 to 10.6 miles.	Mowing	Mow right of way both sides.	RDM-1102-17	7/10/17
PECAN PKWY		@ 0.00 to 1.09 miles.	Mowing	Mow right of way both sides.	RDM-1153-17	7/20/17
PINE RD		@ 0.0 to 0.28 miles.	Mowing	Mow right of way both sides.	RDM-1123-17	7/12/17
POEHNERT RD		@ 0.00 to 1.20 miles.	Mowing	Mow right of way both sides.	RDM-1159-17	7/24/17
POINT RD		@ 0.0 to 0.28 miles.	Mowing	Mow right of way both sides.	RDM-1121-17	7/12/17
PRATHER RD		@ 0.0 to 0.34 miles.	Mowing	Mow right of way both sides.	RDM-1107-17	7/11/17
RANGER CREEK RD		@ 4.00 TO 5.70 miles.	Mowing	Mow right of way both sides.	RDM-1177-17	7/31/17
ROLLING ACRES RD		@ 0.00 to 0.44 miles.	Mowing	Mow right of way both sides.	RDM-1165-17	7/24/17
S FRONT ST		@ 0.00 to 0.33 miles.	Mowing	Mow right of way both sides.	RDM-1141-17	7/18/17
SADDLE WOOD TRL		@ 0.00 to 1.08 miles.	Mowing	Mow right of way both sides.	RDM-1126-17	7/13/17
SHADY OAKS DR		@ 0.00 to 0.37 miles.	Mowing	Mow right of way both sides.	RDM-1148-17	7/19/17
SOUTH RIVER BEND RD		@ 0.0 to 0.32 miles.	Mowing	Mow right of way both sides.	RDM-1097-17	7/5/17
SPANISH PASS RD		@ 0.00 to 2.64 miles.	Mowing	Mow right of way both sides.	RDM-1167-17	7/25/17
SPARKLING SPRINGS SUBDIVISION		@ 2.68 miles.	Mowing	Mow right of way both sides.	RDM-1171-17	7/26/17
SPRING RD		@ 0.0 to 1.28 miles.	Mowing	Mow right of way both sides.	RDM-1115-17	7/11/17
STARVIEW CT		@ 0.00 to 0.15 miles.	Mowing	Mow right of way both sides. NOT NEEDED.	RDM-1168-17	7/25/17
TANAWA RD		@ 0.0 to 0.25 miles.	Mowing	Mow right of way both sides.	RDM-1111-17	7/11/17
TEN WEST DR		@ 0.00 to 1.40 miles.	Mowing	Mow right of way both sides.	RDM-1163-17	7/24/17
TOWER RD		@ 0.00 to 2.27 miles.	Mowing	Mow right of way both sides.	RDM-1166-17	7/24/17
ULMUS RD		@ 0.0 to 1.04 miles.	Mowing	Mow right of way both sides.	RDM-1112-17	7/11/17
UPPER CIBOLO CREEK RD		@ 0.00 to 5.50 miles.	Mowing	Mow right of way both sides. NOT NEEDED.	RDM-1169-17	7/25/17
UPPER SISTERDALE RD		@ 0.0 to 2.00 miles.	Mowing	Mow right of way both sides.	RDM-1124-17	7/12/17
UPPER SISTERDALE RD		@ 2.00 to 7.28 miles.	Mowing	Mow right of way both sides.	RDM-1125-17	7/13/17
VALLEY RD		@ 0.0 to 0.87 miles.	Mowing	Mow right of way both sides.	RDM-1120-17	7/12/17
VALLEY VIEW TRL		@ 0.00 to 1.20 miles.	Mowing	Mow right of way both sides.	RDM-1127-17	7/13/17
VISTA VIEW RD		@ 0.00 to 0.13 miles.	Mowing	Mow right of way both sides.	RDM-1150-17	7/19/17
WALNUT RD		@ 0.0 to 1.65 miles.	Mowing	Mow right of way both sides.	RDM-1118-17	7/12/17
WARING RD		@ 0.00 to 2.05 miles.	Mowing	Mow right of way both sides.	RDM-1142-17	7/18/17
WARING WELFARE RD		@ 6.00 to 9.81 miles.	Mowing	Mow right of way both sides.	RDM-1133-17	7/18/17
WARING WELFARE RD		@ 6.00 to 3.50 miles.	Mowing	Mow right of way both sides.	RDM-1146-17	7/19/17
WARING WELFARE RD		@ 3.50 to 1.80 miles.	Mowing	Mow right of way both sides.	RDM-1158-17	7/20/17
WARING WELFARE RD		@ 2.00 to 0.00 miles.	Mowing	Mow right of way both sides.	RDM-1160-17	7/24/17
ZOELLER LN		@ 4.38 to 0.00 miles.	Mowing	Mow right of way both sides.	RDM-1132-17	7/17/17

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Non Road and Bridge</b>						
FM 289	716	Joshua Springs Park.	Assist other Agency	Haul # 82 to job site.	RD-2040-17	7/25/17
FM 289	716	Joshua Springs Park.	Assist other Agency	Mowing both sides of dam 1.	RD-2041-17	7/26/17
FM 289	716	Joshua Springs Park.	Assist other Agency	Mowing both sides of dam 2.	RD-2042-17	7/26/17
MILL DAM RD		@ .40 miles.	Assist other Agency	Mix materials make sub grade for roadway.	RD-1980-17	7/3/17
MILL DAM RD		@ 0.40 miles.	Assist other Agency	Pick up equipment and take to yard.	RD-1984-17	7/12/17
RIVER BEND RD	118	James Kiehl Park	Assist other Agency	Pick up brush at county park & take tree down.	RD-2079-17	7/27/17
SPANISH PASS RD	44	Solid Waste and Recycle.	Haul Recycle	Haul recycling to San Marcos.	RD-1990-17	7/13/17
SPANISH PASS RD	42	Recycle Center.	Assist other Agency	Deliver Manatu to Recycle for contractor.	RD-2004-17	7/18/17
UPPER CIBOLO CREEK RD		@ 4.1 miles.	Assist other Agency	Remove banner placed in County ROW.	RD-1909-17	7/5/17
UPPER CIBOLO CREEK RD		@ 4.1 miles.	Assist other Agency	Remove banner in County ROW.	RD-1912-17	7/6/17
<b>Road Structures</b>						
ZOELLER LN	335		Fencing	Repair fence mower damaged.	RD-2018-17	7/19/17
<b>Training</b>						
OLD COMFORT RD	3	R&B Shop.	Various Activities	Equipment tie down, brakes, positioning.	RD-1920-17	7/10/17
<b>Total WO's For Pct 4      149</b>						

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct Bexar Co</b>						
<b>Equipment</b>						
OLD COMFORT RD		1380 Ackerman Road.	Equipment Breakdown	Pick up 178 in San Antonio.	RD-2086-17	7/31/17
<b>Total WO's For Pct Bexar Co 1</b>						

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct C O B</b>						
<b>Non Road and Bridge</b>						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 2.75 Hours.	RD-2021-17	7/24/17
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 7 Hours.	RD-2027-17	7/25/17
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<b>Total WO's For Pct</b>		<b>COB</b>	<b>2</b>			

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Total Work Orders</b>	<b>234</b>					



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/28/2017**  
**OPEN SESSION**

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



# Kendall County Operations Monthly Report

July-2017

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 1</b>						
<b>Signs</b>						
JOHNS RD	10254	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1528-17	7/18/17
JOHNS RD	10038	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1562-17	7/26/17
LITTLE HILL RD	113	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1563-17	7/26/17
RANGER CREEK RD	7162	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1564-17	7/26/17
UPPER BALCONES RD		@ 1.5 miles.	Replace	Replace Object marker.	SI-1518-17	7/11/17
UPPER BALCONES RD		@ 4.0 miles.	Remove	Remove broken Guard Rail post. Evaluate.	SI-1517-17	7/11/17
UPPER BALCONES RD	307	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1529-17	7/18/17
UPPER BALCONES RD		@ 4.1 miles.	Repair	Replace broken wooden post.	SI-1541-17	7/19/17
<b>Total WO's For Pct 1 8</b>						



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 2</b>						
<b>Signs</b>						
AMMANN RD	246	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1515-17	7/11/17
AMMANN RD	27	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1530-17	7/18/17
KREUTZBERG RD		From 2.7 to 2.8 Miles.	Relocate	Relocate 15 MPH Sign.	SI-1555-17	7/24/17
KREUTZBERG RD		From 2.9 to 3 Miles.	Relocate	Relocate Curve Blocks View Sign.	SI-1559-17	7/24/17
KREUTZBERG RD		From 3 to 2.9 Miles.	Relocate	Relocate 15 MPH Sign.	SI-1552-17	7/24/17
KREUTZBERG RD		From 2.8 to 2.7 Miles.	Relocate	Relocate Curve Blocks View Sign.	SI-1554-17	7/24/17
KREUTZBERG RD		@ 3 Miles.	Remove	Remove Hidden Entrance Sign.	SI-1558-17	7/24/17
KREUTZBERG RD		@ 2.7 Miles.	Remove	Removed Hidden Entrance Sign.	SI-1553-17	7/24/17
OLD FREDERICKSBURG RD		@ 1.43 miles.	Replace	Replace 15 MPH with 10 MPH advisory sign.	SI-1531-17	7/18/17
OLD FREDERICKSBURG RD		@ 1.43 miles.	Clean	Clean Left Turn sign for visibility.	SI-1532-17	7/18/17
RIVER MOUNTAIN DR		All	Collect Data	Update GIS Map.	SI-1560-17	7/24/17
ROLLING VIEW DR		@ .01 Miles.	Repair Sign	Repair Rolling View Dr. Sign.	SI-1557-17	7/24/17
S WAGON WHEEL DR	105	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1542-17	7/19/17
SPRING CREEK RD		@ 1.4 Miles.	Replace Sign	Change Hidden Ent. to Winding Rd.	SI-1550-17	7/24/17
SPRING CREEK RD		@ 1.6 Miles.	Remove	Remove Hidden Entrance Sign.	SI-1551-17	7/24/17
SPRING CREEK RD		@ .25 Miles.	Object Marker Replace	Replace Object Marker,	SI-1549-17	7/24/17
SPRING CREEK RD		All	Collect Data	Update GIS Map.	SI-1561-17	7/24/17
SPRING CREEK RD		@ .45 Miles.	Replace	Replace Left Curve Sign & Support.	SI-1548-17	7/24/17
SPRING CREEK RD	133	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1576-17	7/26/17
<b>Total WO's For Pct 2</b>		<b>19</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 3</b>						
<b>Road Structures</b>						
MARQUARDT RD		@ .3 Miles.	Repair Cattle Guard	Rebuild Cattle Guard Wing.	SI-1509-17	7/12/17
<b>Signs</b>						
BAR ANGLE TRAIL			Data Collection	Collect road data information and locate.	SI-1521-17	7/17/17
BAR ANGLE TRAIL		@ 0.02 miles.	Install	Install Private Stree Name sign and support.	SI-1547-17	7/20/17
COLEMAN SPRINGS	97	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1516-17	7/11/17
E HEADWATERS RANCH RD	407	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1500-17	7/10/17
EDGE FALLS RD		@ 3.7 Miles.	Replace	Replace 35 MPH Speed Limit sign.	SI-1512-17	7/12/17
EDGE FALLS RD		@ 3.7 Miles.	Clean	Clean three cattle crossing signs.	SI-1511-17	7/12/17
EDGE FALLS RD		@ 4.6 Miles.	Replace	Replace No Parking sign.	SI-1513-17	7/12/17
FOSTER LN		@ 0.01 Miles.	Replace	Replace Yield sign and support.	SI-1510-17	7/12/17
HIGH POINT RANCH		All	Data Collection	GPS sign data.	SI-1523-17	7/17/17
HIGH POINT RANCH		Data Entry at shop.	Data Collection	Sign inventory map.	SI-1527-17	7/17/17
N WALNUT WAY	210	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1533-17	7/18/17
OLD COMFORT RD	3	Fabricate @ shop.	Fabricate	Fabricate Bar Angle Trail road sign.	SI-1520-17	7/17/17
SUMAC RDG	104	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1501-17	7/10/17
W HEADWATERS RANCH RD	250	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1502-17	7/10/17
WENGENROTH RD		@ 0.05 miles.	Replace	Replace Dip sign.	SI-1522-17	7/17/17
<b>Total WO's For Pct 3</b>		<b>16</b>				

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 4</b>						
<b>Signs</b>						
BELLA SPRINGS RD		@ .01 Miles.	Install	Install Red Tape on Stop Sign Support.	SI-1566-17	7/26/17
BELLA SPRINGS RD		@ .01 Miles.	Install	Install Bella Springs Rd Sign.	SI-1568-17	7/26/17
BELLA SPRINGS RD		@ .015 Miles.	Install	Install Red Tape on Keep Right Emblem Support	SI-1567-17	7/26/17
BELLA SPRINGS RD		@ .2 Miles.	Install	Install Object Markers.	SI-1570-17	7/26/17
BELLA SPRINGS RD		@.329 Miles.	Install	Install Beela Springs Rd. & Maint. Ends Sign.	SI-1572-17	7/26/17
BELLA SPRINGS RD		@ .03 Miles.	Install	Install Object Markers.	SI-1569-17	7/26/17
BELLA SPRINGS RD		Entire County Maintained Portion.	Collect Data	Update GIS Map.	SI-1575-17	7/26/17
BELLA SPRINGS RD		@ .25 Miles.	Install	Install Object Marker.	SI-1571-17	7/26/17
BELLA SPRINGS RD		@ .31 Miles.	Install	Install Object Markers.	SI-1573-17	7/26/17
EDDIES WAY		@ 0.01 Miles.	Install	Install Eddies Way Street Name sign.	SI-1514-17	7/12/17
EDDIES WAY		@ 0.01 miles.	Data Collection	GPS and picture private road name sign.	SI-1525-17	7/17/17
FLAT ROCK CREEK RD	346	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1534-17	7/18/17
FLAT ROCK CREEK RD	350	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1535-17	7/18/17
GRAPE CREEK RD		@ 4.3 miles.	Clean	Clean Loose Livestock sign for visibility.	SI-1526-17	7/17/17
GRAPE CREEK RD		@ 3.7 to 3.9 miles.	Replace	Replace Hidden Entrance with 10 MPH advisory	SI-1524-17	7/17/17
GRAPEVINE	109	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1504-17	7/10/17
HEIN RD		@ 0.03 miles	Repair	Repair Leaning Object Marker	SI-1497-17	7/6/17
HEIN RD		@1.49 Miles.	Repair Sign Support	Repair Load Zoned Bridge Sign Support.	SI-1574-17	7/26/17
IH 10		@ 19.3 miles	Remove	Remove MB-1 w/ 4 barrels. Completed.	SI-1498-17	7/6/17
LINDNER AVE		@ 0.05 miles.	Install	Install mailbox loop.	SI-1505-17	7/10/17
LINDNER BR		@ 0.01 miles.	Repair	Repair broken pipe in Cattle Guard.	SI-1545-17	7/20/17
LOOP 1087		@ 0.2 miles.	Replace	Replace accident downed Object Marker.	SI-1539-17	7/18/17
LOOP 1087		@ 0.07 miles.	Repair	Repair bent over No Parking sign.	SI-1538-17	7/18/17
LOOP 1087		@ 0.01 miles.	Repair	Repair bent over No Parking sign.	SI-1537-17	7/18/17
LOOP 1087		@ 0.22 miles.	Repair	Repair accident downed Caution burried culvert.	SI-1540-17	7/18/17
MESQUITE TRAIL	202	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1503-17	7/10/17
MILL DAM RD		@ 0.01 miles.	Repair	Repair and replace bent over Object Markers	SI-1546-17	7/20/17
OLD COMFORT RD	3	Fabricate @ shop.	Fabricate	Fabricate Gate Sign for Joshua Springs Park.	SI-1506-17	7/10/17
OLD COMFORT RD	3	Fabricate @ Shop.	Fabricate	Fabricate Rolling View Dr. Sign.	SI-1556-17	7/24/17
OLD COMFORT RD	3	Fabricate @ Shop.	Fabricate	Fabricate Bella Springs Rd. Sign.	SI-1565-17	7/26/17
PECAN PKWY	205	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1536-17	7/18/17
SH 27 W		@ 0.50 miles	Remove	Remove 4 Barrels. MB-2 previously removed.	SI-1499-17	7/6/17
UPPER CIBOLO CREEK RD		@ 0.2 and 0.7 miles.	Remove	Remove New Entrance/Use Caution signs.	SI-1519-17	7/11/17
VARIOUS RD		Comfort Texas	Barricades	Remove Barricades From July 4th Parade Route.	SI-1508-17	7/6/17
WALNUT GROVE NORTH		@ 0.95 miles	Repair	Repair Leaning Rough Road signs.	SI-1496-17	7/6/17
ZOELLER LN		@ 1.4 miles.	Replace	Replace faded Chevrons and supports.	SI-1544-17	7/20/17

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Signs</b>						
ZOELLER LN		@ 2.5 miles.	Repair	Repair leaning Rt Turn/15 MPH signs.	SI-1543-17	7/20/17
<b>Total WO's For Pct 4</b>		<b>37</b>				

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