



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for September 25, 2017.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Domestic Violence Awareness Month - October
DEPARTMENT & PERSON MAKING REQUEST	Hattie Allen, Executive Director, Kendall County Women's Shelter Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 212
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of October as Domestic Violence Awareness Month.
REASON FOR AGENDA ITEM	To bring awareness concerning domestic violence.
IS THERE DOCUMENTATION	Yes, the proclamation
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



Proclamation for Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, Kendall County Women's Shelter provides safe emergency shelter, critical advocacy, supportive services, and assistance to victims of domestic violence in efforts to move victims towards self-sufficiency and a life free from violence; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home;

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I do hereby proclaim the month of October to be Domestic Violence Awareness Month and urge all citizens to actively participate in scheduled activities and programs to work toward eradicating domestic violence, improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed this 10th day of October 2017.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Investment Policy
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and approval of the Investment Policy for 2017
REASON FOR AGENDA ITEM	This policy serves to satisfy the statutory requirements of the Local Government Code 116.112 and the Government Code Chapter 2256 to define and adopt a formal investment policy. This code requires this policy to be reviewed and adopted at least annually.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	TAX LEVY TOTALS
DEPARTMENT & PERSON MAKING REQUEST	Tax Office - James Hudson, Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Request Commissioners Court approval of the 2017 County Tax Levy Roll Total, \$22,419,485.08.
REASON FOR AGENDA ITEM	To request Commissioners Court approval of the 2017 County Tax Levy Roll Total, \$22,419,485.08
IS THERE DOCUMENTATION	YES
WHO WILL THIS AFFECT?	THE PUBLIC
ADDITIONAL INFORMATION	NONE

KENDALL County

2017 LEVY TOTALSGKE - KENDALL COUNTY
Grand Totals

Property Count: 29,183

9/25/2017

3:28:03PM

Land		Value			
Homesite:		801,337,721			
Non Homesite:		884,386,580			
Ag Market:		2,095,386,244			
Timber Market:		0	Total Land	(+)	3,781,110,545
Improvement		Value			
Homesite:		2,504,324,091			
Non Homesite:		1,677,018,868	Total Improvements	(+)	4,181,342,959
Non Real		Count	Value		
Personal Property:	2,848		409,896,130		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	409,896,130
					8,372,349,634
Ag		Non Exempt	Exempt		
Total Productivity Market:	2,094,962,844		423,400		
Ag Use:	21,988,868		2,300	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	2,072,973,976		421,100		2,072,973,976
					6,299,375,658
				Homestead Cap	(-)
					38,873,685
				Assessed Value	=
					6,280,501,973
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	616,474,067
				Net Taxable	=
					5,644,027,906

Grade	Assessed	Taxable	Actual Tax	Calculated	County		
DP	40,941,413	36,148,629	115,180.85	121,071.57	214		
DPS	702,900	672,900	2,445.43	2,445.43	3		
OV65	1,158,747,207	1,099,495,744	3,698,531.89	3,785,912.52	3,795		
Total	1,200,391,520	1,136,315,273	3,816,158.17	3,909,429.52	4,012	Freeze Taxable	(-)
Tax Rate	0.412700						1,136,315,273
						Freeze Adjusted Taxable	=
							4,507,712,633

Levy Info					
M&O Rate:	0.348980	M&O Tax:		18,957,965.01	
I&S Rate:	0.063720	I&S Tax:		3,461,520.07	
Protected I&S Rat	0.000000	Protected I&S Tax		0.00	
		Ag Penalty:		0.00	
		PP Late Penalty:		0.00	
				-	
				Total Levy	22,419,485.08
				Tax Increment Finance Value:	0
				Tax Increment Finance Levy:	0.00



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Request for Relief - Hidden Springs Development
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from various requirements of the Kendall County Development Rules and Regulations as described in the attached request for relief. Request is for the proposed Hidden Springs Development located on the west side of Hwy 87 near the northern boundary of Kendall County (Dale Crenwelge)
REASON FOR AGENDA ITEM	Request for Relief - Hidden Springs Development
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date September 29, 2017
2. Location of Property: 10180 US Highway 87 South, Fredericksburg, TX 78624
3. Name of Development (If Applicable): Hidden Springs
4. Property Owner/Developer Name: Dale Crenwelge
5. **Relief Requested** (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:
 1. Request to place required Fire Suppression Well and 5,000-gallon storage tank on a 29-acre HOA lot within the Kerr County portion of this proposed subdivision (See Exhibit A). The well and tank will be within approximately 1,600-ft from the county line measured along the centerline of the proposed roadway and will be constructed with Phase I of the subdivision.
 - Relief from Section 302.110.1
 - Reason for relief:
 - This section requires a 2,500-gallon storage tank for developments less than fifty (50) lots and 5,000-gallon for developments of more than fifty (50) lots. There are only 19 lots proposed in Kendall County; however, 93 lots are proposed in Kerr County. The variance is that the proposed Fire Suppression Well and 5,000-gallon storage tank will be located on the Kerr County side of the county line. This proposed location is central to the overall subdivision and will be on a 29-acre community HOA lot.
 2. Request to provide 24-ft pavement width in-lieu of 26-ft.
 - Relief from Section 400.1200, Table 400, and Figure 610.
 - Reason for relief:
 - Roadway lane widths of 9-ft to 12-ft are standard according to ASSHTO, with a 12-ft lane predominant on most highways. Since this a rural private gated subdivision, the traffic counts will be substantial less than that of a highway. A 24-ft pavement width still meets the requirements of 22-ft travel way (11-ft lanes) as noted in Table 400.
 - A 24-ft pavement width would allow consistency with the Kerr County section of the roadway thus avoiding a roadway transition from 26-ft to 24-ft.
 3. Request to use ribbon curb (12" x 6" 3,000-psi concrete) as part of 24-ft of paved surface width (See Exhibit B)
 - Relief from Sections 400.2100, and 403.1200, Figure 640
 - Reason for relief:
 - Keeps edge of asphalt pavement from unraveling and reduces maintenance.
 - Provides a cleaner edge for both aesthetics and maintenance.
 4. Request to leave desirable trees within the R.O.W. if they will not interfere with clear zone (typically 10-ft from edge of pavement) or line of sight at street intersections. (See Exhibit C for desirable trees).
 - Relief from Section 401.1000
 - Reason for relief:
 - To allow desirable trees to remain within R.O.W. where they do not encroach into clear zones or line of sight at street intersections.
 5. Request to start clearing proposed subdivision R.O.W. upon approval of Preliminary Plat but before Final Plat approval. Temporary Drive Approach Permit off of SH 87 will be obtained from TxDOT prior to temporary drive approach construction.
 - Relief from Section 409.1100
 - Reason for request:
 - Start clearing and grubbing w/in private road R.O.W. and start underground utility construction (electrical & communications).

6. Request to eliminate pavement markings requirement.

- Relief from Section 410.1000

- Reason for relief:

- According to the Texas Manual of Uniform Traffic Control Devices (TMUTCD) double solid yellow lines are used to indicate no passing zones. Given that the streets will be private and gated residential streets with drive approaches on both sides, it is not believed that striping the centerlines of these residential roads with double yellow or white stripes for shoulders is warranted or necessary and may in fact result in confusion to motorists.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

This proposed residential development is requesting relief from the above referenced items in order to preserve natural resources, create aesthetically pleasing improvements than enhance the natural amenities, and to provide conformity between dual county requirements.

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

Although we do not believe that our property rights are in jeopardy, it is our desire to preserve as much of the natural amenities and resources as possible while make improvements that our future residents will enjoy and that will blend with the natural features of the Hill Country.

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

We do not believe that granting relief to the requested items will be detriment to the public's health, safety, or welfare. It will, however, allow consistency between the dual county subdivision.

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

The granting of the requested relief items will not prevent the orderly subdivision of other land in the area. Our property has been master planned by professionals and has been coordinated with Kendall, Kerr, and Gillespie County officials as well as with TxDOT.

Property Owner Signature

Dale Crenwelge
Print Owner Name

Date

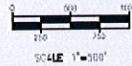
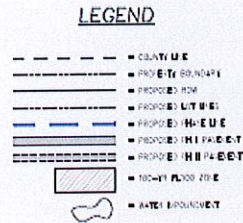
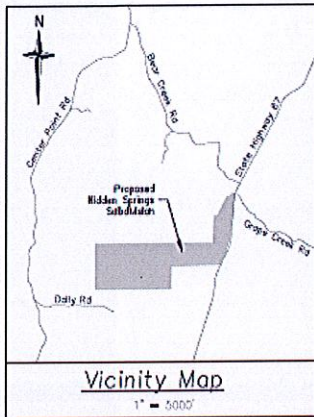
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Property Owner's Representative Signature

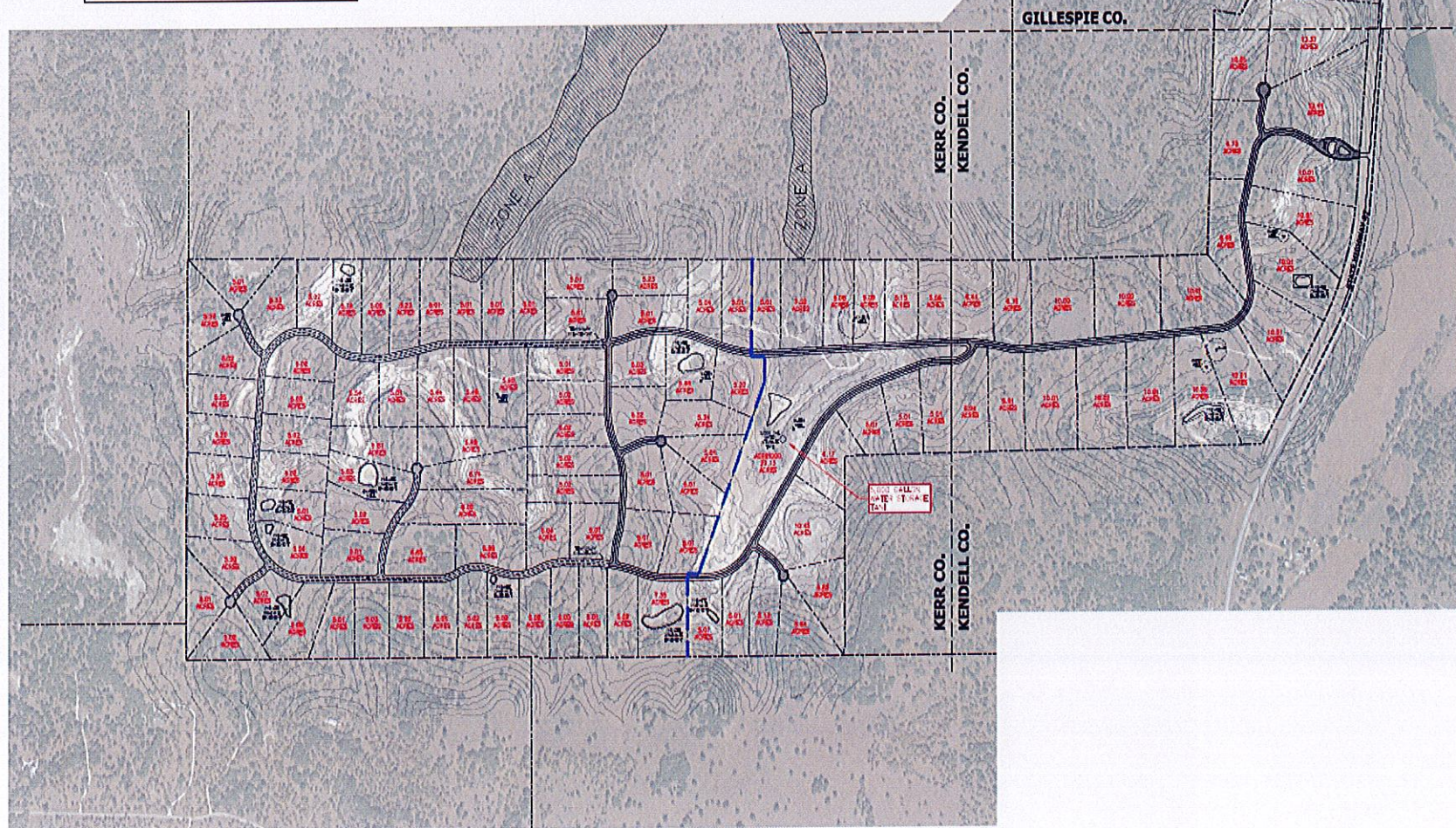
Michael Wellborn
Print Owner's Representative Name

September 29, 2017
Date

Phone Number



This entire was developed from aerial photography, US data, and local topographic survey. Therefore, the elevations and features depicted on the aerial imagery are only approximate.



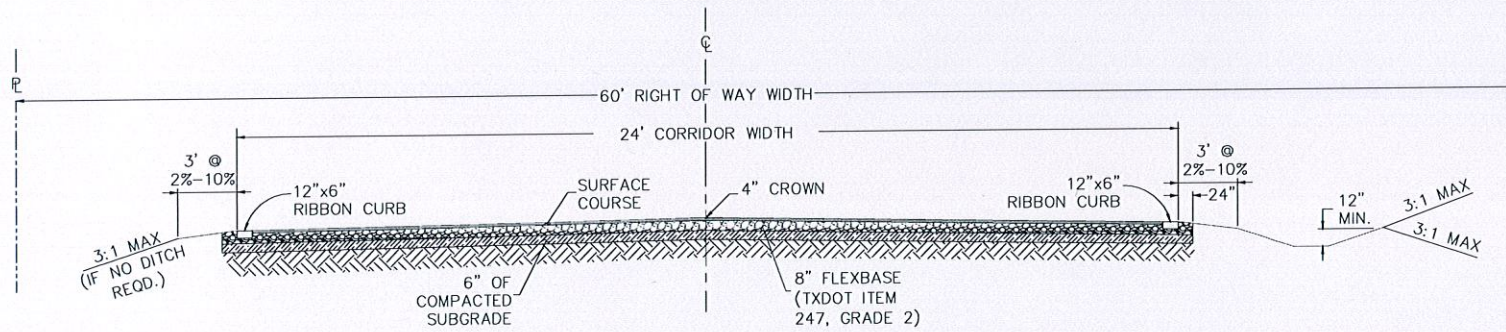
WELLBORN
Engineering

2115 Gillette Valley Circle
Kerrville, TX 78024
Phone: 817-226-1992
Fax: 817-226-1993
www.wellbornengineering.com

This document is released for interim purposes only. It is incomplete, but may be used for regulatory approval and permit, but not for construction. Michael Wellborn, P.E., License # 68665

Concept Plan
for
Hidden Springs Subdivision
10100 US Highway 87, Fredericksburg, TX
Kerr & Kendall County

NO.	DATE	BY	REVISION
1	10/20/2011	WJW	INITIAL CONCEPT PLAN
2	10/20/2011	WJW	REVISION 1
3	10/20/2011	WJW	REVISION 2
4	10/20/2011	WJW	REVISION 3
5	10/20/2011	WJW	REVISION 4
6	10/20/2011	WJW	REVISION 5
7	10/20/2011	WJW	REVISION 6
8	10/20/2011	WJW	REVISION 7
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208	10/20/2011	WJW	REVISION 207
209	10/20/2011	WJW	REVISION 208
210	10/20/2011	WJW	REVISION 209
211	10/20/2011	WJW	REVISION 210
212	10/20/2011	WJW	REVISION 211
213	10/20/2011	WJW	REVISION 212
214	10/20/2011	WJW	REVISION 213
215	10/20/2011	WJW	REVISION 214
216	10/20/2011	WJW	REVISION 215
217	10/20/2011	WJW	REVISION 216
218	10/20/2011	WJW	REVISION 217
219	10/20/2011	WJW	REVISION 218
220	10/20/2011	WJW	REVISION 219



1 TYPICAL ROAD SECTION ROAD
NTS

WELLBORN
Engineering

211 Golden Valley Drive
Kerrville, TX 76028
Phone: 830-725-9889
Texas Registration No. F-7761
wellbornengineering.com

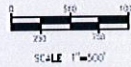
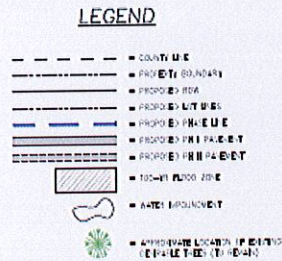
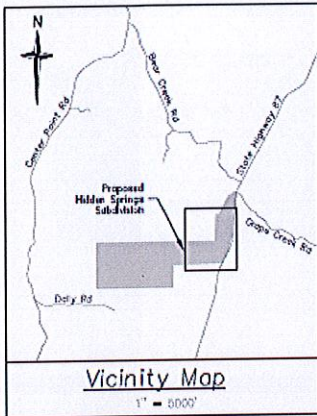
This document is released for interim purposes only. It is incomplete, but may be used for regulatory approval and permit, but not for construction. Michael Wellborn, P.E. License # 68585

Proposed Road Cross Section
for
Hidden Springs Subdivision
10180 US Highway 87, Fredericksburg, TX
Kerr & Kendall County

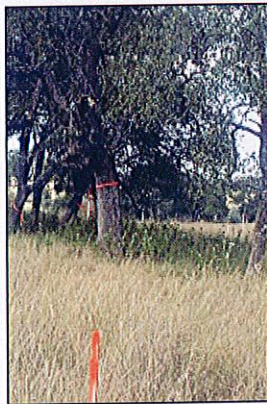
Revision	Date	Description
1	08-25-2017	Kerr & Kendall County Exhibit B

Scale
NEL Project No.
NEL-15-28
Sheet No.

Ex. B



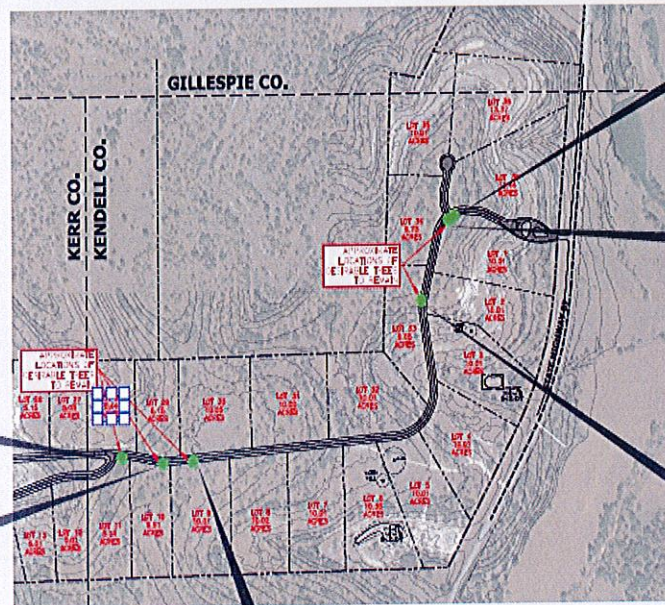
This exhibit was developed from aerial photography, GIS data, and ground or site-ground survey. Therefore, the elevations and bearings listed on this exhibit are only approximations.



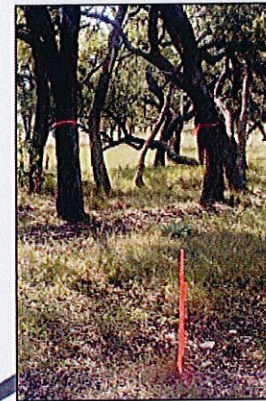
LOT 11



LOT 10



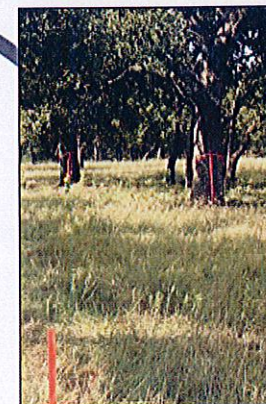
LOT 9



LOT 1A



LOT 1B



LOT 33



This document is released for informational purposes only. It is incomplete, but may be used for regulatory approval and permit, but not for construction. Michael Wellborn, P.E., License # 65565

Desirable Tree Location Exhibit
for
Hidden Springs Subdivision
10180 S. Highway 27, Fort Worth, TX
Kerr & Kendall County

DATE	BY	REVISION
10/1/2011	MB	INITIAL DESIGN AND PREPARE FOR SUBMIT

Scale: 1"=500' or 22'x34" sheets
JLB, Project No.
08-10-11
Sheet No.

Ex. C



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Interlocal agreement with the City of Boerne concerning the regulation of subdivision platting in the ETJ
DEPARTMENT & PERSON MAKING REQUEST	County Judge Darrel L. Lux
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Appointment of committee members to meet with representatives of the City of Boerne to discuss possible changes to the interlocal agreement between the County and the City of Boerne concerning the regulation of subdivision platting in the ETJ of the City of Boerne.
REASON FOR AGENDA ITEM	At the meeting of the Commissioners Court on September 11, 2017, the Court approved changes to the interlocal agreement and also approved the Judge appointing a committee to meet with representatives of the City of Boerne to discuss additional changes to the agreement in the future.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Developers proposing subdivisions in the ETJ of the City of Boerne and the public affected by such developments.
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	FY2017 Annual Audit
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Fiscal Year 2017 annual audit be performed by Neffendorf & Knopp, P.C.
REASON FOR AGENDA ITEM	Approve firm to perform annual audit
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

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

**2018 Kendall County Resolution
Indigent Defense Grant Program**

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

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

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

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

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

Adopted this _____ day of _____, 2017.

Darrel L. Lux
County Judge

Attest:

County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	EMS Medical Direction Agreement
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMS Administrator
PHONE # OR EXTENSION #	830 249-3721 ext. 451
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving the agreement between Kendall County and Kendall W. Styskal, M.D. for EMS Medical Direction.
REASON FOR AGENDA ITEM	Updated agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY EMERGENCY MEDICAL SERVICES

AGREEMENT BETWEEN COUNTY OF KENDALL AND KENDALL W. STYSKAL, M.D. FOR EMS MEDICAL DIRECTION

STATE OF TEXAS COUNTY OF KENDALL

WHEREAS, the County of Kendall acting by and through its' duly authorized representative(s), hereinafter referred to as "County" and Kendall W. Styskal, M.D., hereinafter referred to as "Physician" for mutual benefit, do hereby agree to as follows:

WHEREAS, the County desires to obtain continuous access to Physician's advice and direction as mandated by EMS Rule 157.11(d)(2)(D) with regard to Advanced Life Support treatment of individuals by members of the Kendall County Emergency Medical Service, an agency of the County, in conjunction with the provision of pre-hospital emergency care, and:

WHEREAS, the Physician for consideration described below, is desirous of providing said advice and direction to the aforementioned parties:

Now therefore, it is hereby agreed that:

- A. Physician represents that they are a physician licensed to practice medicine in the State of Texas, and board Certified in the practice of emergency medicine.
- B. Physician will have the authority to immediately suspend any certified individual of Kendall County EMS who has, in his opinion, shown evidence of improper medical judgment and/or deviated from established protocols.
- C. Physician will make available a board-certified emergency specialist to answer all pre-hospital care calls on a 24 hour, 7-day basis.
- D. Physician further agrees he will; in consideration of an annual stipend of TWENTY SEVEN THOUSAND and no/1.00 DOLLARS (\$27,000.00) to be paid in twelve monthly payments perform the following so long as this agreement shall remain in force.
 1. Be actively involved in the training and continuing education for Kendall County EMS personnel under his supervision at their level of certification.

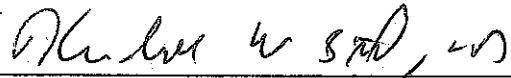
2. Be actively involved in the emergency management of the acutely ill and injured patients.
3. Continually audit, review, and critique EMS activities of both basic and advanced levels of Kendall County EMS personnel.
4. Be cognizant of the changing administration and legislative processes affecting regional and/or state EMS organizations.
5. Establish and monitor training standards equal to and/or above the minimum as set forth by the Texas Department of Health.
6. Develop, implement and review protocols governing pre-hospital care, patient triage, transport, and transfer of care.
7. Will assist with dispatch, extrication, rescue and radio communications development.
8. Establish and monitor field performance standards for the Kendall County EMS personnel.
9. Inspect, evaluate and approve all patient care equipment used by the service including medications, cardiac monitors, extrication equipment, intravenous solution, etc.
10. Plan, develop and implement a system for the on-going audit of pre-hospital patient care rendered by the per-hospital care provider and field performance of the same.
11. Conduct unscheduled, as well as routine evaluations of the Kendall County ambulance, personnel and equipment.
12. Maintain a mechanism for receipt, investigation and disposition of medical related complaints about Kendall County EMS service.
13. Maintain an organized method for internal collection of operational patient care data, including access to both pre-hospital and outcome records to permit identification of problems affecting the quality of patient care.
14. Attend EMS meetings, as necessary.

E. The Kendall County EMS will provide the following:

1. Make available to Physician all records and pertinent data concerning the medical aspects of the administration of Kendall County EMS.
2. Assist Physician in the collection of pertinent data regarding pre-hospital medical care.

F. The term ("Term") of this Agreement shall commence on the October 1, 2017, and shall terminate on September 30, 2018. COUNTY and PHYSICIAN may renew the Agreement on an annual basis for five (5) additional one (1) year periods commencing on October 1, 2018, and ending September 30, 2023. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or PHYSICIAN provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least thirty (30) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

Darrel L Lux
Kendall County Judge



Kendall W. Styskal, M.D.
Medical Director



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Copy Machine Lease Agreement - Detention (Jail)
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the lease agreement with Toshiba for a copy machine for the Detention Facility.
REASON FOR AGENDA ITEM	Approve Lease Agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Detention
ADDITIONAL INFORMATION	None

TOSHIBA

BUSINESS SOLUTIONS

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Kendall County	Fed. Tax ID #:	
Contact Person:	Corinna Speer	Bill-To Phone: (830) 249-9343	Bill-To Fax:
Billing Address:	201 E San Antonio Street	City, State-Zip:	Boerne, TX 78006
Equipment Location: (if different from above)		City, State-Zip:	

TBS LOCATION

Contact Name:	CHARLIE RAY	Subsidiary Location:	Toshiba Business Solutions TX
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ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

Toshiba E-studion 5540	es5540	CBh218360

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	12	of	\$ 275.00	(plus applicable taxes)	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16 3. Return Equipment
Security Deposit:	\$ -		<input type="checkbox"/> Received		
Documentation Fee:	\$75.00 (included in First Invoice)				

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:	Signature: X	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor	Signature: X	Date:
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Print Name of 2nd Guarantor	Signature: X	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at our option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.

TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
2. **Term.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.
- Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. If OEM is requested, current pricing per unit is subject to change.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
11. **MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
12. **EXCLUSIONS.** Service under this Contract does not include:
- (b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
13. **CUSTOMER OWNED EQUIPMENT.** (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.
14. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the Installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
15. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA

BUSINESS SOLUTIONS

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

Sales Representative:

CHARLIE RAY

SALES PACKET NUMBER

EFFECTIVE DATE

9/20/2017

CUSTOMER INFORMATION

Customer Name:	Kendall County	Customer Contact:	Corinna Speer
Billing Address:	201 E San Antonio Street	Phone #:	(830) 249-9343 Ext.
Address 2:		Customer PO #:	
City:	Boerne	IT Contact:	
State:	TX	IT Phone #:	(830) 249-9343
Zip:	78006	eMail:	

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Remote Network Administrator Integration and Training** **FREE (\$300 Value)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Unit Description

• Base Device Configuration - Setup of Network Protocols on Device		Device
• Print Driver Installation		Workstation
• PC Fax Driver Installation		Workstation
• Print Driver and PC Fax Driver on same Workstation		Workstation
• Scan to Copier Controller		Scanning Template
• Scan to Network Folder		Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server		Initial Setup
- Additional Setup per Scanning Template		Scanning Template
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Scanning Template		Scanning Template
• Incoming Fax Routing to Copier Controller		Fax Destination
• Incoming Fax Routing to Network Folder Location		Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server		Initial Setup
Communication to a Local SMTP Server		
- Additional Setup per Destination		Destination
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Destination		Destination
• User Code Enforcement		10 User Codes
• Copier Configuration Backup and Restore		Backup/Restore Event

Total Connectivity Fee \$

-

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of:

\$ 150.00 Per Hour.

Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

TOSHIBA

BUSINESS SOLUTIONS

AUTOMATED METER READ PROGRAM OPTIONS

AM-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: CHARLIE RAY

9/20/2017

CUSTOMER INFORMATION

Customer Name:	Kendall County	Customer Contact:	Corinna Speer				
Billing Address:	201 E San Antonio Street	Phone #:	(830) 249-9343 Ext.	Customer PO #:			
Suite #:		Meter Contact:	Corinna Speer	Meter Phone:	(830) 249-9343		
City:	Boerne	State:	TX	Zip:	78006	Meter Email:	

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.

What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software at time of installation that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically.

Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings.

(Must have Scan to Email set up)

4 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☐ Yes☐ No

Email Attachment and Web:

☐ Yes☐ No

Email Address for invoice notifications

CUSTOMER ACCEPTANCE:

Print Name:

Signature:

Title:

Date:



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Inmate Housing Agreement - Burnet County
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consider and take action on an Agreement with Burnet County to house Kendall County inmates.
REASON FOR AGENDA ITEM	In order to remain in compliance with jail standards, Kendall County must have agreements with other counties to house inmates.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

STATE OF TEXAS

§

COUNTY OF BURNET

§

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KENDALL COUNTY AND BURNET
COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and **KENDALL COUNTY**, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**KENDALL**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **BURNET** and **KENDALL** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **BURNET** and **KENDALL** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective beginning **October 1, 2017** and shall be effective through **September 30, 2018**.
2. **RENEWAL**: This Agreement may be renewed each October 1, provided **KENDALL** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either BURNET or KENDALL upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.

The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by BURNET impracticable or impossible, such as severe damage or destruction of BURNET's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of KENDALL inmates.

ARTICLE II
DETENTION SERVICES

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

1. **PURPOSE:** BURNET shall provide housing and food to inmates presented by KENDALL who meet the following minimum criteria (as determined by the BURNET County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** BURNET will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. BURNET will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by BURNET or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of BURNET's facility or by other than BURNET facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. KENDALL shall reimburse BURNET the amount spent for medical services of all KENDALL inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** **KENDALL COUNTY** Sheriff or designee shall be informed of any **KENDALL** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **KENDALL** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **KENDALL** may elect to retake and return to **KENDALL** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is require
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **KENDALL** for the costs of hospitalization and/or medical care for any **KENDALL** inmate. In the event direct billing is unavailable, **KENDALL** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **KENDALL** agrees to provide **BURNET** with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **KENDALL** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **KENDALL** at the time each **KENDALL** inmate is returned.
7. **MEDICAL INVOICES:** **KENDALL** shall reimburse **BURNET** monthly for health care services and associated expenses for which **KENDALL** is responsible under this section. **BURNET** shall provide **KENDALL** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **KENDALL**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **KENDALL** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **KENDALL** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **KENDALL** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **KENDALL** Facility. **BURNET** agrees to provide ambulance and other transportation for **KENDALL** inmates to and from local off-site medical facilities and will invoice **KENDALL** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **KENDALL** shall be responsible for the transportation of **KENDALL** inmates to/from **BURNET** Jail. **KENDALL** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **KENDALL** County.
12. **TRANSPORTATION To TDCJ:** **KENDALL** is responsible for the transport of **KENDALL** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). **BURNET** shall provide **KENDALL** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** KENDALL shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and KENDALL and provide such records to KENDALL upon request.
17. **RETURN OF INMATES: to KENDALL:** Upon demand by KENDALL, BURNET will relinquish to KENDALL physical custody of any inmate. Upon request by BURNET, KENDALL will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is forty dollars (\$40.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to KENDALL, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of KENDALL will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET County
TREASURE
220 S. Pierce Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF IMATES

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing **KENDALL** inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house **KENDALL** inmates where the housing of said **KENDALL** inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of **KENDALL** inmates, or any specified number thereof, **KENDALL** shall, upon notice by BURNET Sheriff to **KENDALL** Sheriff, immediately remove said inmates from the facility. **KENDALL** will make every effort to remove any inmate within eight (8) hours of notice from BURNET.

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide **KENDALL** with access for contract monitoring as described in Section 115.12 (b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.

3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **KENDALL** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **KENDALL** jail and pursuant to the custody assessment system in place at BURNET's facility.

4. All inmates proposed by **KENDALL** to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmates' classification/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 an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that **KENDALL** remove that inmate

and, if possible, replace said inmate with an appropriate inmate of **KENDALL**.

5. RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED

INCARCERATION OF INDIVIDUAL INMATES: BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and **KENDALL** shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of **KENDALL**. Likewise, if any **KENDALL** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, **KENDALL** will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.

6. INMATE SENTENCES: BURNET will 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. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of **KENDALL**. It will be the responsibility of **KENDALL** to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of **KENDALL** only when such release is specifically requested in writing by **KENDALL** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the **KENDALL** Jail shortly before the discharge date and for to discharge the inmate from the **KENDALL** Jail. **KENDALL** accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. **KENDALL** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. BONDING / RELEASE: – All inmates held for **KENDALL** will be required to bond in **KENDALL** County. **KENDALL** County will then send BURNET a TTY stating that the inmate has been bonded and **KENDALL** will transport back to their facility for release.

ARTICLE V
MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To BURNET: BURNET County
James Oakley, County Judge
220 S Pierce
Burnet, Texas 78611

Copy to: Sheriff Calvin Boyd
P.O. Box 1249
Burnet, Texas 78611

To **KENDALL COUNTY**
Darrel L. Lux, County Judge
201 E. S. Antonio Ave. Suite 122
Boerne, Texas 78006

Copy to: Sheriff Al Auxier
6 Staudt St.
Boerne, Texas. 78006

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

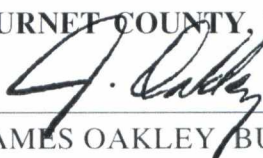
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements 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. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent Jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will Not be affected, an in lieu of each provision which is found to be illegal, invalid, or Unenforceable, there will be added as part of this Agreement a provision as similar to such Illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act,

ARTICLE VI. EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:



JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST

:

Date: 10/05/2017

Janet Parker, County
Clerk

REVIEWED:

CALVIN BOYD, BURNET COUNTY SHERIFF

KENDALL COUNTY, TEXAS:

By: DARREL L. LUX, COUNTY
JUDGE

DATE: _____

AL AUXIER, SHERIFF

Date: _____



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Chapter 59 Asset Forfeiture Audit
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to request the County Auditor to conduct an audit of the Sheriff's Department Chapter 59 asset forfeiture funds as required by Article 59.06 of the Code of Criminal Procedures.
REASON FOR AGENDA ITEM	To audit Chapter 59 funds.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Sheriff's Department
ADDITIONAL INFORMATION	This is a required step of the audit process.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Bond Rider Approval
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of the bond rider for County Judge Darrel L. Lux.
REASON FOR AGENDA ITEM	Approval of bond rider.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Office of the County Judge
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017
OPEN SESSION

SUBJECT	Approval of Bond for Deputy Treasurer, Tammie Coward
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 Ext 220
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and Approval of Bond for Tammie Coward
REASON FOR AGENDA ITEM	Approval of bond will satisfy the statutory requirement of Local Government Code 83.008
IS THERE DOCUMENTATION	
WHO WILL THIS AFFECT?	Treasurers office
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Kendall County 2018 Holiday Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the 2018 Holiday Calendar for Kendall County.
REASON FOR AGENDA ITEM	To approve the holidays that Kendall County will observe in 2018.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County departments and the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017

OPEN SESSION

SUBJECT	Commissioners Court 2018 Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Commissioners Court calendar for 2018.
REASON FOR AGENDA ITEM	To schedule Commissioner Court meeting dates for 2018.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Commissioners Court, County departments, the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Sealcoat Work Bid
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on authorization to bid Sealcoat Work for Old Blanco Rd, Edge Falls Rd, and Acker Rd.
REASON FOR AGENDA ITEM	To advertise for the Sealcoat Work bid. These are roads that were not completing during the last fiscal year under the previous contract.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/10/2017 OPEN SESSION	
SUBJECT	Nuisance Investigation and remediation at 37175 IH-10 West, Boerne, Texas
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard, ACDA
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion of the progress of nuisance investigation and cleanup of the property owned by Balderas and located at 37175 IH-10 West, Boerne, Texas.
REASON FOR AGENDA ITEM	Discuss progress of negotiations with parties about the cleanup of the property located at 37175 IH-10 West, Boerne, Texas.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County citizens
ADDITIONAL INFORMATION	None