



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
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 the approval of the Minutes for June 4-7, 11, 14, and 18, 2018.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Service awards June 2018
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Tobias Bagley 15 years Road & Bridge Roger Baker 15 years Sheriff Office Rick Tobolka 10 years County Engineer
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
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: 6/25/2018
OPEN SESSION

SUBJECT	EDC Report
DEPARTMENT & PERSON MAKING REQUEST	Misty Mayo, President/CEO, Boerne Kendall County Economic Development Corporation Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Presentation of a report concerning ongoing activities of the Boerne Kendall County Economic Development Corporation.
REASON FOR AGENDA ITEM	To keep the Court and Kendall County updated on economic development activities.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the Fees of Office Report for May 2018.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

**FEES OF OFFICE REPORT
FY 2018**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
													\$28,733.10
Animal Control	\$3,720.10	\$3,785.59	\$2,423.00	\$3,710.97	\$2,926.60	\$2,031.00	\$4,128.84	\$6,007.00					\$31,091.00
Brush Site	\$3,574.00	\$2,780.00	\$3,057.00	\$3,526.00	\$3,317.00	\$5,410.00	\$4,379.00	\$5,048.00					\$0.00
Constable 1													\$1,360.27
Constable 2	\$240.00	\$275.00	\$0.00	\$0.00	\$200.00	\$400.00	\$0.00	\$245.27					\$475.00
Constable 3	\$0.00	\$75.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00					\$575.00
Constable 4	\$75.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$75.00	\$225.00					\$6,747.00
Criminal District Attorney	\$1,777.00	\$1,600.00	\$400.00	\$0.00	\$200.00	\$2,145.00	\$215.00	\$410.00					\$405.40
Elections-Public Info Fees	\$30.10	\$44.60	\$23.50	\$15.90	\$66.80	\$64.40	\$114.20	\$45.90					\$33,984.45
Fire Marshal	\$458.00	\$3,621.70	\$850.50	\$6,393.00	\$511.75	\$1,340.00	\$14,917.00	\$5,892.50					\$56,475.00
Health Inspector	\$755.00	\$5,480.00	\$23,895.00	\$21,355.00	\$1,180.00	\$765.00	\$1,455.00	\$1,590.00					\$32,450.00
Parks	\$2,850.00	\$3,450.00	\$1,130.00	\$8,780.00	\$5,830.00	\$2,370.00	\$4,120.00	\$3,920.00					\$7,840.18
Recycling	\$0.00	\$2,071.47	\$0.00	\$1,185.13	\$0.00	\$1,181.15	\$2,252.86	\$1,149.57					\$14,840.23
Sheriff's Office	\$1,677.40	\$4,601.00	\$3,084.93	\$812.90	\$623.00	\$975.00	\$2,205.00	\$861.00					\$86,791.00
Solid Waste-Boerne	\$9,203.00	\$9,909.00	\$11,778.00	\$11,186.00	\$8,701.00	\$12,614.00	\$12,046.00	\$11,354.00					\$4,352.00
Solid Waste-Comfort	\$460.00	\$392.00	\$500.00	\$621.00	\$525.00	\$620.00	\$614.00	\$620.00					\$363.20
Treasurer	\$90.00	\$0.00	\$0.00	\$30.00	\$30.00	\$30.00	\$30.00	\$153.20					
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Clk-Fees of Ofc	\$49,561.45	\$43,588.55	\$40,461.73	\$46,436.98	\$35,626.46	\$41,183.03	\$51,748.18	\$47,780.51					\$356,386.89
County Clk-Criminal	\$5,268.00	\$7,839.00	\$7,096.00	\$6,789.00	\$9,239.00	\$8,903.00	\$6,778.00	\$5,465.00					\$57,377.00
County Clk-Prob Fees	\$3,205.00	\$2,843.00	\$3,188.00	\$2,350.00	\$3,722.00	\$3,156.00	\$3,427.00	\$2,292.00					\$24,183.00
Development Mgt.	\$11,515.00	\$10,898.00	\$20,057.00	\$9,588.00	\$6,616.30	\$6,351.00	\$7,985.20	\$9,870.80					\$82,881.30
District Clerk-Civil	\$14,537.92	\$13,901.30	\$13,399.94	\$19,538.76	\$14,563.51	\$15,769.38	\$19,020.96	\$14,513.35					\$125,245.12
District Clerk-Criminal	\$5,091.55	\$5,818.76	\$4,583.77	\$7,057.78	\$2,808.80	\$5,446.87	\$3,517.45	\$4,308.03					\$38,633.01
JP 1	\$10,498.61	\$10,397.56	\$8,433.32	\$15,157.81	\$14,576.41	\$13,667.59	\$13,802.88	\$14,424.51					\$100,958.69
JP 2	\$7,131.14	\$5,121.18	\$3,921.13	\$7,453.79	\$10,368.86	\$7,950.44	\$8,879.68	\$13,784.90					\$64,611.12
JP 3	\$13,157.86	\$11,546.13	\$6,814.49	\$15,245.53	\$13,014.22	\$13,589.90	\$17,917.35	\$18,686.25					\$109,971.73
JP 4	\$31,164.29	\$31,738.15	\$29,186.25	\$31,892.44	\$41,941.61	\$32,002.85	\$36,713.38	\$43,286.32					\$277,925.29
Tax Assessor	\$99,646.57	\$85,474.27	\$90,623.01	\$402,879.23	\$130,599.32	\$1,598,966.94							\$2,408,189.34
TOTAL	\$275,686.99	\$267,251.26	\$275,106.57	\$622,205.22	\$307,387.64	\$1,776,932.55	\$216,341.98	\$211,933.11	\$0.00	\$0.00	\$0.00	\$0.00	\$3,952,845.32
<i>FY '17 Totals for Comparison</i>	<i>\$248,424.94</i>	<i>\$240,535.36</i>	<i>\$254,886.61</i>	<i>\$605,245.71</i>	<i>\$334,544.45</i>	<i>\$737,231.07</i>	<i>\$1,324,192.02</i>	<i>\$304,492.28</i>	<i>\$333,714.28</i>	<i>\$293,985.70</i>	<i>\$317,443.14</i>	<i>\$293,818.31</i>	<i>\$5,288,513.87</i>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

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



Sheryl D'Spain

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

June 25, 2018

TO: Honorable Darrel Lux, County Judge
Honorable Christina Bergmann, Commissioner, Pct. 1
Honorable Richard Elkins, Commissioner, Pct. 2
Honorable Tommy Pfeiffer, Commissioner, Pct. 3
Honorable Don Durden, Commissioner, Pct. 4

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

In June, Kendall County received collections of \$ 267,805.65 for the month of April 2018. This figure is up 4.96 % from April collections the previous year. Our year-to-date collections are \$ 1,574,083.22 an increase of 7.26 % from last year.

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

Sheryl D'Spain

Treasurer

Sales Tax Report 2018

Sales tax collection for month	Month collection received	Sales Tax Collection 2017	Sales Tax Collection 2018	% change from 2017	% change from previous month collection	2017 sales tax collections Year to date	2018 sales tax collections year to date	% change from 2017
Nov 2017	JANUARY 2018	261,191.52	276,348.08	5.80%	0%	261,191.52	261,191.52	5.80%
Dec 2017	FEBRUARY 2018	314,514.37	325,797.63	3.59%	17.89%	575,705.89	602,145.71	4.59%
Jan 2018	MARCH 2018	229,737.08	253,698.62	10.42%	-22.13%	805,442.97	855,844.33	6.25%
Feb 2018	APRIL 2018	228,750.31	243,636.23	6.50%	-3.97%	1,034,193.28	1,099,480.56	6.31%
Mar 2018	MAY 2018	284,748.02	321,232.71	12.81%	31.85%	1,318,941.30	1,420,713.27	7.71%
Apr 2018	JUNE 2018	255,141.92	267,805.65	4.96	-16.63	1,574,083.22	1,574,083.22	7.26%
May 2018	JULY 2018	269,005.26				1,843,088.48		
Jun 2018	AUGUST 2018	291,203.88				2,134,292.36		
Jul 2018	SEPTEMBER 2018	280,325.76				2,414,618.12		
Aug 2018	OCTOBER 2018	249,886.96				2,664,505.08		
Sep 2018	NOVEMBER 2018	280,974.18				2,945,479.26		
Oct 2018	DECEMBER 2018	276,423.40				3,221,902.66		

Total Sales Tax Revenue in Previous Years

Year	Total Collections	% change from previous year
2017	\$ 3,221,902.66	2.64%
2016	\$ 3,138,814.44	7.42%
2015	\$ 2,921,857.17	9%

**covering payments from Nov 2017-Oct 2018



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Cash Summary April 2018
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 action to approve cash summary for April 2018
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES

Month ending April 30, 2018

	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 405,485.28	\$ 1,988,058.94	\$ 2,352,810.17	\$ 40,734.05
11-Road & Bridge	\$ 399,218.34	\$ 1,515,146.61	\$ 64,241.85	\$ 1,850,123.10
13-Courthouse Security	\$ 24,208.83	\$ 2,360.13	\$ 840.33	\$ 25,728.63
15-Lateral Road & Bridge	\$ 54,647.07	\$ -	\$ 241.97	\$ 54,405.10
16-Court Reporter Service	\$ 34,267.15	\$ 885.07	\$ 2,526.59	\$ 32,625.63
17-Attorney-Hot Check	\$ 6,100.88	\$ -	\$ 339.98	\$ 5,760.90
19-Records Mgmt (County Clerk)	\$ 120,141.66	\$ 8,266.30	\$ 5,822.63	\$ 122,585.33
20-Law Library	\$ 34,530.66	\$ 2,065.16	\$ -	\$ 36,595.82
21-Justice Court Technology	\$ 36,185.05	\$ 1,429.82	\$ 5,510.00	\$ 32,104.87
22-Justice Court Building Security	\$ 28,996.87	\$ 356.45	\$ -	\$ 29,353.32
23-County & District Technology	\$ 14,216.91	\$ 272.47	\$ -	\$ 14,489.38
24-Alternative Dispute Resolution	\$ 2,015.00	\$ 995.07	\$ 3,010.07	\$ -
25-District Clerk Records Mgmt	\$ 30,356.55	\$ 1,408.24	\$ 4,732.00	\$ 27,032.79
26-County Clerk Rec. Archive Fund	\$ 241,008.76	\$ 8,250.00	\$ 259.15	\$ 248,999.61
27-Vital Statistics Records	\$ 904.00	\$ 51.00	\$ -	\$ 955.00
28-Pre-Trial Intervention	\$ 36,251.97	\$ 3,735.92	\$ 2,379.36	\$ 37,608.53
29-LEOSE Training	\$ 48,377.03	\$ -	\$ 885.00	\$ 47,492.03
33-Juv Probation-State Grant	\$ 21,380.29	\$ 24,868.33	\$ 21,867.77	\$ 24,380.85
34-Juv Probation Title IV E	\$ 5,436.95	\$ -	\$ 12.00	\$ 5,424.95
35-Juvenile Probation	\$ (103,203.62)	\$ 2,845.23	\$ 24,650.47	\$ (125,008.86)
41-MVDIT Interest	\$ 5,068.32	\$ -	\$ -	\$ 5,068.32
42-Election Services Contract Fund	\$ 64,595.90	\$ -	\$ -	\$ 64,595.90
43-Fire Inspection & Permit Fund	\$ 113,031.69	\$ 3,015.50	\$ 400.00	\$ 115,647.19
50-Crime Victims Grant	\$ (38,816.41)	\$ 23,047.66	\$ 16,049.71	\$ (31,818.46)
80-Tobacco Settlement	\$ 698.49	\$ 88,239.17	\$ 243.08	\$ 88,694.58
81-Historical Commission	\$ 10,789.35	\$ -	\$ 90.00	\$ 10,699.35
82-County Donations	\$ 58,441.91	\$ 1,542.84	\$ 259.66	\$ 59,725.09
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 276,027.21	\$ 52,807.34	\$ 137,507.14	\$ 191,327.41

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING April 2018

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 2,236.75	\$ 376.86	\$ -	\$ 2,613.61
63-Series 2013 UnLimited Tax Road Bond	\$ 327,946.51	\$ 36,307.33	\$ -	\$ 364,253.84
64-Series 2014 Limited Tax Refunding	\$ 4,102.55	\$ 378.26	\$ -	\$ 4,480.81
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 3,320.64	\$ 358.42	\$ -	\$ 3,679.06
72-Law Enforcement Center Project	\$ 2,808.48	\$ 3,000,029.77	\$ 2,899,514.81	\$ 103,323.44
85-Local S.O. Forfeiture	\$ 12,063.48	\$ 12.09	\$ -	\$ 12,075.57
87-Federal S.O. Forfeiture	\$ 31,215.88	\$ 30.97	\$ 656.76	\$ 30,590.09
88-CDA Asset Forfeiture	\$ 7,699.01	\$ 1,020.37	\$ -	\$ 8,719.38
90-Trust Account	\$ 38,461.66	\$ 37.79	\$ 25,596.13	\$ 12,903.32
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85
	\$ 429,935.81	\$ 3,038,551.86	\$ 2,925,767.70	\$ 542,719.97

Examined and Approved by Auditor's office

Corinna Speer, Auditor

Date

6/8/18



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018 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: 6/25/2018
OPEN SESSION

SUBJECT	Jurisdiction of justice courts to hear Kendall County truancy cases
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard, ACDA
PHONE # OR EXTENSION #	830-249-9343 ext. 303
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Discussion of the jurisdiction of justice courts to hear Kendall County truancy cases.
REASON FOR AGENDA ITEM	Policy and Planning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Pleasant Valley Business Park Release of Financial Guarantee
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the partial release of the Financial Guarantee, Pleasant Valley Business Park for Public Water Supply in the amount of \$35,000.
REASON FOR AGENDA ITEM	Public Water Supply Completed
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2 Richard Elkins
ADDITIONAL INFORMATION	None

8. The County Treasurer presented the Sales Tax Report.
-

9. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the Cash Summary for November 2017 (attached).

Motion was made by Judge Lux, seconded by Commissioner Elkins, and carried by a vote of 5-0.

10. No action was taken on lifting the burn ban. It is still on.
-

11. PUBLIC COMMENTS:

- Rod Fowler spoke about residences near the South Glen development, TCEQ, and water recharge issues.
 - Nancy Scoggins spoke against allowing fireworks to be sold during the additional periods.
-

12. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to adopt Kendall County Order 02-12-2018B to allow fireworks to be sold by retail fireworks permit holders during the three dates listed (attached).

Motion was made by Commissioner Durden, seconded by Judge Lux, and carried by a vote of 4-1 with Commissioner Elkins voting against.

13. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the partial release of the Financial Guarantee for Pleasant Valley Business Park for roadway, drainage and public water supply in the amount of \$278,045.29. The amount of \$35,000 of the financial guarantee is held back pending the completion of the public water supply.

Motion was made by Commissioner Elkins, seconded by Commissioner Durden, and carried by a vote of 5-0.

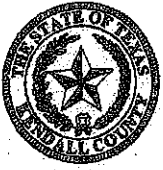
14. At 9:36 a.m. a Public Hearing was held concerning the application filed by Charles Hill for Cordillera Ranch, Ltd., and Cordillera Ranch POA for the proposed revision of the subdivision plat for Lots 1 and 11, Block B, Lot 1002, Block Z and a portion Lot 1000, Block Z in Cordillera Ranch, Unit 1 filed in Vol. 2, Pg. 354-359 of the plat records of Kendall County, Texas. The proposed plat revision would revise the configuration of Unit 1, extend an existing roadway (Cordillera Ridge) and create 13 additional lots with a density of 3.69 acres. No one spoke.

The Public Hearing was closed at 9:37 a.m.

15. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to grant the request for relief for Cordillera Ranch, Unit 1, for the following items from the 1990 Kendall County, Texas, Regulations, Rules and Specifications for Roads and Subdivisions: 1) allow certain utility main lines (water, sewer, electric, and telephone) to be located within the road right-of-way versus a utility easement, 2) allow a 21-foot pavement width with 6-inch roll curb in a 55-foot right-of-way for local cul-de-sac streets, 3) allow use of 1½ inches of compacted hot mix asphalt concrete over a prime coat (AE-P cutback asphalt) versus one-course surface treatment, and 4) Eliminate yellow center line pavement markings on Cordillera Ridge.

Motion was made by Commissioner Elkins, seconded by Commissioner Durden, and carried by a vote of 5-0.



FILE COPY

KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST

COMMISSIONER COURT DATE: 2/12/2018 OPEN SESSION	
SUBJECT	Pleasant Valley Business Park partial release of Financial Guarantee
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the partial release of the Financial Guarantee, Pleasant Valley Business Park for Roadway, Drainage and Public Water Supply in the amount of \$278,045.29. \$35,000 of the financial guarantee is held back pending the completion of the public water supply.
REASON FOR AGENDA ITEM	Pleasant Valley Business Park partial release of Financial Guarantee
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None

Approved 8-0

COUNTY OF KENDALL

201 E. San Antonio Ave Ste 101-Box 100
Boerne, TX 78006
Fax: 830-249-6206



Richard J. Tobolka, P.E., CFM
County Engineer
richard.tobolka@co.kendall.tx.us
830-331-8250

January 30, 2018

Wayne Godsey, P.E.
Godsey Engineering
109 Shooting Club Road
Boerne, Texas 78006

Subject: Construction Inspection Pleasant Valley Business Park Subdivision

Per our inspection on January 9, 2018 we identified the following deficiencies. Commissioner Elkins and I inspected the project on January 26, 2018.

1. Sweep road to remove mud and so striping can be seen.

The pavement markings are very hard to see and are not of much help to drivers leaving the subdivision. The developer may clean again and I will inspect or the pavement markings will require reapplication. Kendall County will not hold back financial guarantee but expect the deficiency to be corrected.

2. Dress up ditches and road shoulder. Finish topsoil where needed. Make sure side slopes on road shoulder are no steeper than 3:1. Lay back slopes where needed to 3:1. Put out seed on all new topsoil and other areas that need it including road side, ditches and detention pond. On the right side as you enter the subdivision, the shoulder slope appears to be steeper than 3:1. Can flatten out with topsoil.

Deficiencies were corrected.

3. Fix erosion matting where truck drove through it. Also, add topsoil adjacent to matting so that runoff water flows onto matting instead of along side the matting.

Deficiencies were corrected.

4. Sweep or blade off edge of road where needed to remove excess gravel and topsoil that blocks water from running down into ditches.

Deficiencies were corrected.

5. Smooth out ruts where trucks were driving onto the road when it was muddy.

Deficiencies were corrected.

6. At the entrance, the Truss Ave. street sign should be brown and not green. The Highway 46 sign should remain green.

Replacement sign for Truss Drive is ordered and will be installed upon receipt.

Kendall County proposes to release financial guarantee for Pleasant Valley Business Park Subdivision as follows:

Street and Drainage Construction	\$221,443.00
Public Water System	\$22,762.29
Detention Pond	\$33,840.00

Total released	\$278,045.29
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Public Water System Balance	\$35,000.00
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If you have any questions or comments please do not hesitate to contact me.

Sincerely,



Richard Tobolka, P.E.

Kendall County

201 E. San Antonio Street, Suite 101

Boerne, Texas 78006

(830) 331-8250

Cc:	Richard Elkins	Commissioner Pct. #2
	Mary Ellen Schulle	Development Engineer
	Sheryl D'Spain	County Treasurer
	Bill Ballard	Assistant Criminal District Attorney



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Highway Improvement at IH-10 Frontage Road in Comfort
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM for the purpose of a highway improvement project generally described as IH-10 frontage road and intersection improvements between North Creek Road and US 87 in Comfort, Texas.
REASON FOR AGENDA ITEM	Improve traffic flow
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION**

SUBJECT	Cities Readiness Initiative Grant Program
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the Department of State Health Services Contract No. HHS000145800001 - Cities Readiness Initiative Grant Program.
REASON FOR AGENDA ITEM	To continue Kendall County's Point of Dispensing Program
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Maintenance of eleven automated external defibrillators (AED) for the Law Enforcement Center.
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the maintenance contract for eleven automated external defibrillators (AED) for the Law Enforcement Center from Physio Control, Inc.
REASON FOR AGENDA ITEM	Health and Safety
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Justice of the Peace Precinct 1
DEPARTMENT & PERSON MAKING REQUEST	Christina Bergmann, Commissioner Pct 1
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion concerning the pending retirement of Judge Larry James, Justice of the Peace Precinct 1.
REASON FOR AGENDA ITEM	Planning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

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



Kendall County Road & Bridge Monthly Report May 2018

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
County Road and Bridge						
E SAN ANTONIO AVE	201	Court House.	Training	Harassment prevention training for supervisors.	RD-1588-18	5/8/18
E SAN ANTONIO AVE	201	Court House.	Training	Sexual Harassment training.	RD-1594-18	5/9/18
E SAN ANTONIO AVE	201	Court House.	Training	Harassment training.	RD-1593-18	5/9/18
E SAN ANTONIO AVE	201	Court House.	Training	Harassment training.	RD-1605-18	5/9/18
E SAN ANTONIO AVE	201	Court House.	Training	Harassment training.	RD-1606-18	5/9/18
E SAN ANTONIO AVE	201	Court House	Training	Insurance enrollment and DOT test.	RD-1645-18	5/22/18
Herbicides and Vegetation						
DEER LAKE DR		@ 0.00 to 0.76 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1140-18	5/31/18
J WILLIAMS RD		@ 0.00 to 0.73 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1139-18	5/31/18
JOHNS RD		@ 0.00 to 3.71 miles 0.40 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1138-18	5/30/18
RANGER CREEK RD		@ 0.00 to 8.81 miles. 8.70 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1088-18	5/8/18
Maintenance						
JOHNS RD			Road Surface	Clean loose rock off road edge.	RD-1586-18	5/8/18
Paving and Prep						
DODGE RD		@ 0.00 miles.	Bleeding Pavement	Bleeding road.	RD-1634-18	5/17/18
Total WO's For Pct 1		12				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Brush						
AMMANN RD	101		Right-of-Way Clearing	Cut brush.	RD-1612-18	5/15/18
KREUTZBERG RD		@ 1.00 to 2.00 miles.	Right-of-Way Clearing	Cut brush.	RD-1657-18	5/24/18
KREUTZBERG RD		@ 7.00 to 7.29 miles.	Right-of-Way Clearing	Cut brush.	RD-1660-18	5/29/18
Cleaning and Debris						
CHARGER BLVD	202	Brush Site.	Brush Removal	Haul trash from brush site to yard.	RD-1655-18	5/23/18
Equipment						
CHARGER BLVD	202	Brush Site.	Equipment Staging	Haul #65 loader to Brush Site.	RD-1601-18	5/10/18
CHARGER BLVD	202	Brush Site..	Equipment Breakdown	Haul #62 to Brush Site and Take #65 to shop.	RD-1641-18	5/21/18
CHARGER BLVD	202	Brush Site.	Equipment Staging	Haul #65 loader back to Brush Site.	RD-1654-18	5/23/18
Herbicides and Vegetation						
CHARGER BLVD	202	@ 0.00 to 0.90 miles. 2.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1079-18	5/2/18
CHARGER BLVD	202	@ 0.00 to 0.90 miles 0.50 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1123-18	5/24/18
FRIENDLY HILLS ESTATES		@ 0.00 to 2.68 miles 0.40 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1119-18	5/29/18
OLD FREDERICKSBURG RD		@ 0.00 to 1.46 miles. 2.00 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1087-18	5/8/18
PRADO XING		@ 0.00 to 0.58 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1127-18	5/30/18
RIVER MOUNTAIN RANCH SUBDIVISION		@ 0.00 to 8.61 miles 1.50 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1122-18	5/23/18
RIVER MOUNTAIN RANCH SUBDIVISION		@ 0.00 to 8.63 miles 3.70 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1124-18	5/24/18
SILENT SPG		@ 0.00 to 0.46 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1126-18	5/30/18
SPRING CREEK RD		@ 0.00 to 2.01 miles 0.30 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1125-18	5/30/18
Maintenance						
AMMANN RD		@ 0.00 to 0.50 miles.	Edge of Pavement	Repair edge of road.	RD-1658-18	5/24/18
Non Road and Bridge						
CHARGER BLVD	202	Brush Site.	Chipping	Grinding Brush. 5.75 hours.	RD-1566-18	5/1/18
CHARGER BLVD	202	Brush Site.	Chipping	Grinding Brush. 7 hours.	RD-1572-18	5/2/18
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 4.5 hours.	RD-1583-18	5/7/18
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 6.25 hours.	RD-1608-18	5/14/18
CHARGER BLVD	202	Brush Site.	Assist other Agency	Haul #38 to brush site from Spring Valley Dr.	RD-1618-18	5/15/18
CHARGER BLVD	202	Brush Site.	Chipping	Grind brush. 7 hours.	RD-1616-18	5/15/18
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 6 hours.	RD-1637-18	5/21/18
CHARGER BLVD	202	Brush Site.	Chipping	Re-grind mulch. 7 hours.	RD-1646-18	5/22/18
CHARGER BLVD	202	Brush Site.	Chipping	Grinding brush. 9.5 hours.	RD-1664-18	5/29/18
Road Structures						

Route	Address	Location	Activity	Details	W.O. No	Date
Road Structures						
CASCADE CAVERNS RD		@ 1.95 miles.	Cattle Guard	Repair wing on the cattle guard.	RD-1662-18	5/29/18
Total WO's For Pct 2		27				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Brush						
ACKER RD	138	@ 0.00 to 1.30 miles.	Brush Removal	Trim brush along edge of road and overhead.	RD-1636-18	5/21/18
ACKER RD		@ 1.30 to 2.10 miles.	Right-of-Way Clearing	Cut brush.	RD-1644-18	5/22/18
CYPRESS BEND DR		@ 0.00 to 1.18 miles.	Right-of-Way Clearing	Cut brush.	RD-1677-18	5/30/18
EDGE FALLS RD		@ 1.80 miles.	Right-of-Way Clearing	Cut overhead brush.	RD-1622-18	5/16/18
EDGE FALLS RD		@ 1.80 to 2.00 miles.	Right-of-Way Clearing	Cut brush.	RD-1629-18	5/17/18
HUNTERS VIEW CIR		@ Antlers Way.	Right-of-Way Clearing	Clear brush for line of site.	RD-1659-18	5/29/18
N ESSER RD		@ 0.00 to 0.20 miles.	Right-of-Way Clearing	Cut overhead brush.	RD-1613-18	5/15/18
SATTLER RD			Tree Removal	Remove dead tree.	RD-1697-18	5/31/18
SIEBENEICHER RD		@ 0.60 miles.	Tree Removal	Remove dead tree.	RD-1611-18	5/14/18
WENGENROTH RD		@ 2.80 miles.	Brush Removal	Remove dead tree.	RD-1635-18	5/17/18
WENGENROTH RD	@ 0.70 to 2.30 miles.	Brush Removal	P/U brush, water road.	RD-1630-18	5/17/18	
Herbicides and Vegetation						
APACHE TRAIL	1133	@ 0.00 to 0.25 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1145-18	5/31/18
BILLINGS FOREST		@ 0.00 to 0.60 miles. 2.70 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1077-18	5/1/18
CAMP ALZAFAR RD		@ 0.00 to 1.74 miles 0.90 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1109-18	5/22/18
COMMANCHE TRAIL		@ 0.00 to 0.63 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1142-18	5/31/18
CRABAPPLE RD		@ 0.00 to 7.66 miles. 12.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1078-18	5/1/18
CYPRESS BEND SUBDIVISION		@ 0.00 to 4.08 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1106-18	5/17/18
CYPRESS LN		@ 0.00 to 0.63 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1143-18	5/31/18
DOVE CREST DR		@ 0.00 to 0.38 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1117-18	5/29/18
DOVE MOUNTAIN DR		@ 0.00 to 0.27 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1118-18	5/29/18
EDGE FALLS RD		@ 0.00 to 8.86 miles. 10.00 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1080-18	5/2/18
EMERALD HL		@ 0.00 to 0.70 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1112-18	5/22/18
ERNST RD		@ 0.00 to 0.70 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1132-18	5/30/18
FM 3351 N		@ 0.00 to 0.30 miles. 3.90 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1081-18	5/2/18
FOSTER LN		@ 0.00 to 0.23 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1115-18	5/29/18
FOSTER RD		@ 0.00 to 0.44 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1114-18	5/29/18
HIGH POINT RANCH RD		@ 0.00 to 0.50 miles. 1.70 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1076-18	5/1/18
INDIAN KNOLL DR		@ 0.00 to 0.35 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1130-18	5/30/18
KREUTZBERG RD		@ 0.00 to 7.29 miles 0.90 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1108-18	5/22/18
LEWIS RD		@ 0.00 to 0.80 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1116-18	5/29/18
LOS RICOS POBRES SUBDIVISION		@ 0.00 to 2.28 miles 0.70 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1147-18	5/16/18
MARK TWAIN DR		@ 0.00 to 1.01 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1110-18	5/22/18

Route	Address	Location	Activity	Details	W.O. No	Date
Herbicides and Vegetation						
MARQUARDT RD		@ 0.00 to 0.68 miles 0.30 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1103-18	5/17/18
N ESSER RD		@ 0.00 to 0.20 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1128-18	5/30/18
NOLLKAMPER RD		@ 0.00 to 0.59 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1131-18	5/30/18
PLATTEN CREEK SUBDIVISION		@ 0.00 to 2.13 miles 1.60 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1101-18	5/17/18
RIDGE VIEW DR		@ 0.00 to 0.16 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1133-18	5/30/18
RIVER OAKS SUBDIVISION		@ 0.00 to 3.65 miles 1.60 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1146-18	5/16/18
RIVER RANCH RD		@ 0.00 to 1.63 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1111-18	5/22/18
RIVER TRAIL SUBDIVISION		@ 0.00 to 1.93 miles 0.70 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1113-18	5/22/18
SCHMIDT LN		@ 0.00 to 0.93 miles 0.40 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1134-18	5/30/18
SEEWALD RD		@ 0.00 to 2.77 miles 0.60 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1141-18	5/31/18
SHADOW VALLEY SUBDIVISION		@ 0.00 to 5.68 miles 1.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1107-18	5/17/18
SIEBENEICHER RD		@ 0.00 to 1.33 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1104-18	5/17/18
SISTERDALE LINDENDALE RD		@ 0.00 to 3.17 miles 0.20 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1102-18	5/17/18
WALNUT GROVE NORTH		@ 0.00 to 0.59 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1135-18	5/30/18
WASP CREEK RD		@ 0.00 to 0.44 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1129-18	5/30/18
Maintenance						
MOUNTAIN VIEW TRAIL	108		Road Surface	Repair soft sopt in road.	RD-1620-18	5/15/18
RIVER FOREST DR	105		Road Surface	Repair soft sopt in road.	RD-1621-18	5/15/18
SANSOM RD		@ 000 to 1.30 miles.	Road Surface	Hand patch potholes with base.	RD-1626-18	5/16/18
SANSOM RD		@ 1.2 to 2.7 miles.	Road Surface	Patch potholes with base.	RD-1632-18	5/17/18
Non Road and Bridge						
VARIOUS RD		Unknown	Assist other Agency	Drill holes for sign post.	RD-1653-18	5/23/18
Total WO's For Pct 3		52				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Brush						
FIFTH ST		@ Post Oak.	Right-of-Way Clearing	Cut and clear brush.	RD-1649-18	5/23/18
JENNIFER DR		@ 0.50 to 0.70 miles.	Right-of-Way Clearing	Cut brush.	RD-1650-18	5/23/18
JENNIFER DR		@ 1.28 miles.	Right-of-Way Clearing	Cut overhead brush.	RD-1661-18	5/29/18
MANNING RD		@ 0.00 miles.	Tree Removal	Remove dead tree.	RD-1590-18	5/8/18
MANNING ST		@ 0.06 miles.	Tree Removal	Remove dead tree.	RD-1595-18	5/9/18
MARQUARDT RD	220		Tree Removal	Cut stumps.	RD-1685-18	5/30/18
POEHNERT RD		@ 0.00 to 0.20 miles.	Tree Removal	Remove dead trees.	RD-1597-18	5/9/18
POEHNERT RD		@ 0.10 miles.	Tree Removal	Remove dead trees.	RD-1603-18	5/10/18
POEHNERT RD		@ 0.80 miles.	Tree Removal	Remove six dead trees.	RD-1610-18	5/14/18
POEHNERT RD		@ 0.00 to 1.80 miles.	Grind Stumps	Grind stumps on Poehnert Road.	RD-1643-18	5/21/18
POEHNERT RD		@ 0.40 miles.	Tree Removal	Cut stumps.	RD-1684-18	5/30/18
RIVER BEND RD		@ 1.90 miles.	Tree Removal	Remove fallen tree.	RD-1667-18	5/29/18
SATTLER RD		@ 3.60 to 3.80 miles.	Brush Removal	Remove brush along edge of road.	RD-1686-18	5/31/18
UPPER CIBOLO CREEK RD	413		Tree Removal	Remove leaning cedar & overhead.	RD-1604-18	5/10/18
UPPER SISTERDALE RD		@ 2.20 miles.	Cut Brush	Clear overhead brush.	RD-1687-18	5/31/18
WARING WELFARE RD	302		Tree Removal	Remove five dead trees.	RD-1570-18	5/1/18
WARING WELFARE RD	247		Tree Removal	Remove dead trees.	RD-1571-18	5/2/18
WARING WELFARE RD		@ 3.40 miles.	Tree Removal	Remove dead trees.	RD-1577-18	5/3/18
WARING WELFARE RD		@ 3.41 miles.	Tree Removal	Remove dead trees.	RD-1580-18	5/7/18
WARING WELFARE RD		@ 5.80 miles.	Tree Removal	Remove dead tree.	RD-1581-18	5/7/18
WARING WELFARE RD		@ 5.87 miles.	Tree Removal	Remove dead tree.	RD-1589-18	5/8/18
WARING WELFARE RD			Tree Removal	Remove dead tree.	RD-1596-18	5/9/18
WARING WELFARE RD		@ 3.10 to 6.20	Grind Stumps	Grind stumps.	RD-1648-18	5/22/18
WARING WELFARE RD		@ 1.30 to 3.20 miles.	Grind Stumps	Grind stumps	RD-1668-18	5/29/18
ZOELLER LN		@ 1.00 miles.	Right-of-Way Clearing	Chip brush.	RD-1678-18	5/30/18
Contractor Work						
ALAMO RD		#310, 318, 514, 513, 605, 710, 907.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1558-18	5/2/18
DEER RD		#414, 413, 503, 324, 316, 310, 307	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1559-18	5/3/18
OLD #9 HWY		#201,613,9229,1164,8383.8142, 636,241, @ Alamo Rd.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1556-18	5/1/18
RIVER BEND RD	48		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1557-18	5/1/18
Equipment						
OLD COMFORT RD	3		Equipment Staging	Haul #45 to shop from Old Santonio Road.	RD-1569-18	5/1/18
OLD COMFORT RD	3	Road and Bridge.	Equipment Breakdown	Haul pad footback to yardfor repair.	RD-1627-18	5/16/18
OLD COMFORT RD	3	Road and Bridge	Equipment Staging	Move #119 to Comfort R&B for repairs.	RD-1640-18	5/21/18

Route	Address	Location	Activity	Details	W.O. No	Date
Equipment						
OLD COMFORT RD	3	Road and Bridge	Equipment Staging	Pick up #28 loader and take to shop.	RD-1638-18	5/21/18
OLD COMFORT RD	3		Equipment Staging	Haul #45 to shop from Jennifer Drive.	RD-1695-18	5/31/18
POEHNERT RD		@ Waring Welfare Road.	Equipment Staging	Haul #13 from Saddle Wood to Poehnert Rd	RD-1642-18	5/21/18
SADDLE WOOD TRL		@ 0.60 miles.	Equipment Staging	Haul equipment for road work.	RD-1624-18	5/16/18
VALLEY VIEW TRL		@ 0.50 miles.	Equipment Staging	Haul equipment for road work.	RD-1623-18	5/16/18
Herbicides and Vegetation						
ALAMO RD		@ 0.00 to 2.57 miles 1.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1093-18	5/14/18
ALAMO SPRINGS SUBDIVISION		@ 0.00 to 11.05 miles 5.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1120-18	5/15/18
APACHE RD		@ 0.00 to 0.47 miles 0.13 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1096-18	5/14/18
AXIS DEER RUN		@ 0.00 to 0.23 miles. 0.60 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1085-18	5/7/18
BRINKMANN RD		@ 0.00 to 0.03 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1095-18	5/14/18
COMANCHE RD		@ 0.00 to 0.18 miles 0.13 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1097-18	5/14/18
CRAVEY RD		@ 0.00 to 2.01 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1137-18	5/30/18
DEER RD		@ 0.00 to 3.34 miles 1.70 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1099-18	5/14/18
FLAT ROCK CREEK RD		@ 0.00 to 3.69 miles 1.90 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1091-18	5/9/18
GREEN CEDAR RD		@ 0.00 to 0.77 miles 0.30 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1100-18	5/14/18
JOE WEST RD		@ 0.00 to 0.29 miles 0.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1094-18	5/14/18
LAKE SIDE CIR		@ 0.00 to 1.40 miles. 3.30 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1089-18	5/8/18
MARQUARDT RD		@ 0.00 to 3.50 miles 0.30 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1105-18	5/17/18
NOTTINGHAM LN		@ 0.00 to 0.35 miles. 0.80 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1084-18	5/7/18
OLD COMFORT RD	3	@ Road and Bridge. 1.10 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1090-18	5/9/18
RANGER CREEK RD		@ 0.00 to 8.81 miles. 6.50 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1082-18	5/7/18
SABINE RD		@ 0.00 to 1.33 miles 0.20 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1144-18	5/31/18
SPARKLING SPRINGS DR		@ 0.00 to 1.71 miles. 1.40 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1086-18	5/7/18
TANAWA RD		@ 0.00 to 0.25 miles 0.13 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1098-18	5/14/18
TOWER RD		@ 0.00 to 2.27 miles 1.00 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1092-18	5/9/18
UPPER CIBOLO CREEK RD		@ 0.00 to 4.18 miles. 6.60 Acres.	Broad leaf Maintenance	Spray both sides of the road.	RDH-1083-18	5/7/18
WALNUT GROVE NORTH		@ 0.59 to 0.99 miles 0.10 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1136-18	5/30/18
WARING RD		@ 0.00 to 2.05 miles 1.30 Acres.	Roundup Maintenance	Spray both sides of the road.	RDH-1121-18	5/15/18
Maintenance						
IDLEWILDE BLVD	318		Road Surface	Mixing AEPand RAP.	RD-1682-18	5/30/18
IDLEWILDE BLVD	318		Road Surface	Mixing AEP with RAP.	RD-1696-18	5/30/18
JENNIFER DR	112		Driveway Work	Washing driveway out, wants ideas how to fix.	RD-1665-18	5/29/18
JENNIFER DR	110		Ditch Maintenance	Reshape ditch line and driveway.	RD-1680-18	5/30/18

Route	Address	Location	Activity	Details	W.O. No	Date
Maintenance						
JENNIFER DR	110		Ditch Maintenance	Reshape driveway and seed ROW.	RD-1693-18	5/31/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Repair electrical pipe and cut out RAP to repair.	RD-1574-18	5/2/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Cut out RAP, Install base for de-mucking rack.	RD-1576-18	5/3/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Prep muck rack area for asphalt.	RD-1587-18	5/8/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Prep base at muck rack area for asphalt.	RD-1591-18	5/9/18
OLD COMFORT RD	3	Road and Bridge	Yard Maintenance	Build pad for lean-to extension.	RD-1625-18	5/16/18
OLD COMFORT RD	3	Road and Bridge	Yard Maintenance	Build pad for lean-to extension.	RD-1631-18	5/17/18
OLD COMFORT RD	3	Road and Bridge	Yard Maintenance	Build pad for lean-to extension.	RD-1639-18	5/21/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Work on pad extension at lean-to.	RD-1647-18	5/22/18
OLD COMFORT RD	3	Road and Bridge.	Yard Maintenance	Install sprinklers, clean around front extention.	RD-1656-18	5/23/18
SPRING VALLEY DR	106		Ditch Maintenance	Reshape ditch line for concrete.	RD-1567-18	5/1/18
SPRING VALLEY DR	106		Driveway Work	Repair driveway.	RD-1568-18	5/1/18
SPRING VALLEY DR	108		Debris Removal	Remove debris from Cul-de-sac & clean ditch.	RD-1579-18	5/7/18
SPRING VALLEY DR	106		Ditch Maintenance	Reshape ditchline for concrete, remove head walls.	RD-1578-18	5/7/18
SPRING VALLEY DR	108		Ditch Maintenance	Reshape ditch line.	RD-1600-18	5/10/18
SPRING VALLEY DR	108		Ditch Maintenance	Reshape ditch line, install rock filters.	RD-1609-18	5/14/18
SPRING VALLEY DR	106		Ditch Maintenance	Clean, spread dirt and seed around ditch line.	RD-1617-18	5/15/18
SPRING VALLEY DR	108		Ditch Maintenance	Install rock filter and seed.	RD-1619-18	5/15/18
SPRING VALLEY DR	106		Ditch Maintenance	Water grass seed.	RD-1666-18	5/29/18
SPRING VALLEY DR	106		Ditch Maintenance	Water grass seed.	RD-1681-18	5/30/18
SPRING VALLEY DR	106		Ditch Maintenance	Water Grass seed.	RD-1694-18	5/31/18
Miscellaneous						
OLD COMFORT RD	3	Road and Bridge. 27.3 Yards.	Receive Material	Haul rock from Reeh Quarry to Road and Bridge.	RD-1602-18	5/10/18
New Construction						
SADDLE WOOD TRL		@ 0.80 to 1.00 miles.	Road Surface	Cut out for base.	RD-1565-18	5/1/18
SADDLE WOOD TRL		@ 0.90 to 1.00 miles.	Road Surface	Received base and layed in.	RD-1584-18	5/8/18
SADDLE WOOD TRL		@ 0.70 to 0.90 miles.	Road Surface	Received base, second lift.	RD-1599-18	5/10/18
SADDLE WOOD TRL		@ 0.90 miles.	Road Surface	Milled Cul-de-sac, shape up and widen.	RD-1614-18	5/15/18
SADDLE WOOD TRL		@ 0.90 miles.	Road Surface	Recieved base and layed in.	RD-1675-18	5/29/18
SADDLE WOOD TRL		@ 0.90 miles.	Road Surface	Received base and layed in.	RD-1679-18	5/30/18
SADDLE WOOD TRL		@ 0.80 to 1.00 miles.	Road Surface	Lay in base.	RD-1689-18	5/31/18
VALLEY VIEW		@ 0.90 to 1.10 miles.	Road Surface	Blade road and move ditch.	RD-1573-18	5/2/18
VALLEY VIEW		@ 1.00 miles.	Road Surface	Install new pipe.	RD-1575-18	5/3/18
VALLEY VIEW		@ 0.50 to 0.60 miles.	Road Surface	Received and layed in base.	RD-1582-18	5/7/18
VALLEY VIEW		@ 0.30 to 0.40 miles.	Road Surface	Received base second lift.	RD-1585-18	5/8/18
VALLEY VIEW		@ 1.10 miles.	Road Surface	Mill Cul-de-sac and enlarge. Haul in base.	RD-1607-18	5/14/18
VALLEY VIEW		@ 1.00 miles.	Road Surface	Milled Cul-de-sac, shape up and widen.	RD-1615-18	5/15/18

Route	Address	Location	Activity	Details	W.O. No	Date
New Construction						
VALLEY VIEW		@ 0.40 miles.	Road Surface	Recieved base and layed in.	RD-1669-18	5/16/18
VALLEY VIEW		@ 0.30 to 0.40 miles.	Road Surface	Recieved base and layed in.	RD-1670-18	5/17/18
VALLEY VIEW		@ 0.50 to 0.40 miles.	Road Surface	Recieved base and layed in.	RD-1671-18	5/21/18
VALLEY VIEW		@ 0.50 miles.	Road Surface	Recieved base and layed in.	RD-1672-18	5/22/18
VALLEY VIEW		@ 0.60 miles.	Road Surface	Recieved base and layed in.	RD-1673-18	5/23/18
VALLEY VIEW		@ 0.70 to 0.80 miles.	Road Surface	Recieved base and layed in.	RD-1674-18	5/24/18
VALLEY VIEW		@ 0.90 to 1.00 miles.	Road Surface	Recieved base and layed in.	RD-1676-18	5/29/18
VALLEY VIEW		@ 1.00 miles.	Road Surface	Dirt work around culvert pipes.	RD-1688-18	5/31/18
VALLEY VIEW		@ 1.00 miles.	Road Surface	Lay in base.	RD-1690-18	5/31/18
VALLEY VIEW TRL		@ 0.40 to 0.60 miles.	Road Surface	Received base and lay in second lift.	RD-1598-18	5/10/18
Non Road and Bridge						
FM 1376	1207	Sisterdale VFD	Assist other Agency	Haul #151 to SVFD from Jennifer Drive.	RD-1691-18	5/31/18
OLD COMFORT RD	3	Road and Bridge.	Assist other Agency	Haul #65 loader to shop from Brush Site.	RD-1592-18	5/9/18
SPANISH PASS RD	44	Solid Waste and Recycle.	Assist other Agency	Haul recycle to San Marcos.	RD-1692-18	5/31/18
VARIOUS RD		Unknown	Assist other Agency	Drill holes for sign post.	RD-1652-18	5/23/18
Paving and Prep						
OLD COMFORT RD	3	Road and Bridge.	Priming	Circulate AEP in both storage tanks.	RD-1628-18	5/16/18
UPPER SISTERDALE RD		@ 0.00 to 3.4 miles.	Bleeding Pavement	Bleeding problem.	RD-1633-18	5/17/18
UPPER SISTERDALE RD		@ 0.00 to 3.40 miles.	Bleeding Pavement	Spread rock on bleeding road.	RD-1683-18	5/30/18
Road Structures						
UPPER SISTERDALE RD		@ 0.20 miles.	Cattle Guard	Weld wing on cattle guard.	RD-1651-18	5/23/18
UPPER SISTERDALE RD		@ 0.20 miles.	Cattle Guard	Readjust wing on the cattle guard.	RD-1663-18	5/29/18
Total WO's For Pct 4 118						

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders	209					



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

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



Kendall County Operations Monthly Report

May-2018

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
Signs						
JOHNS RD		@ 1.65 miles.	Remove	Remove an obsolete sign, change to Curve blocks view.	SI-1322-18	5/2/18
JOHNS RD		@ 1.5 miles.	Replace	Replace Chevrons supports.	SI-1319-18	5/2/18
JOHNS RD		@ 0.15 miles.	Remove	Remove an obsolete sign.	SI-1321-18	5/2/18
JOHNS RD		@ 0.15 miles.	Trim Brush	Trim brush at Intersection sign.	SI-1320-18	5/2/18
MARIPOSA PARKWAY E	41	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1330-18	5/8/18
MARIPOSA PARKWAY E	34	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1341-18	5/14/18
MARIPOSA PARKWAY E	33	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1340-18	5/14/18
MARIPOSA PARKWAY E	40	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1412-18	5/30/18
RESERVE DR	331	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1377-18	5/22/18
SCHEELE RD	151	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1342-18	5/14/18
SH 46 E		@ 6.56 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1382-18	5/23/18
SH 46 E		@ 6.56 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1395-18	5/24/18
TOWER RD	4	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1375-18	5/21/18
Total WO's For Pct 1		13				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Signs						
BRANDT RD		@ .04 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1365-18	5/17/18
CASCADE CAVERNS RD		@ 1.0 miles.	Install	Install Maintenance sign.	SI-1317-18	5/2/18
CASCADE CAVERNS RD		@ .9 Miles.	Install	Install Co. Maint. Begins/Ends Sign.	SI-1316-18	5/2/18
CASCADE CAVERNS RD		Fabricate @ Shop.	Fabricate	Fabricate Co. Maint. Begins/Ends Signs.	SI-1315-18	5/2/18
KREUTZBERG RD		@ .9 Miles.	Replace Support	Replace Sign Support.	SI-1363-18	5/17/18
KREUTZBERG RD	231	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1381-18	5/23/18
KREUTZBERG RD		@ 7.2 Miles.	Replace Sign	Replace Road Ends Sign.	SI-1411-18	5/30/18
KREUTZBERG RD		@ .05 Miles	Clean	Clean/Trim Brush/ MPH & Dogs @ Large Signs.	SI-1410-18	5/30/18
LOS INDIOS RANCH RD		@ .05 Miles.	Install Sign	Replace Crime Stoppers Sign.	SI-1366-18	5/17/18
PLEASANT VALLEY DR		@ .04 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1367-18	5/17/18
PLEASANT VALLEY DR		@ .5 Miles.	Install	Install Crime Stoppers Sign.	SI-1362-18	5/17/18
RESERVE DR	307	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1314-18	5/2/18
RUST LN		@ .04 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1364-18	5/17/18
SHARON DR	333	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1379-18	5/23/18
WATERSTONE PKWY	1147	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1380-18	5/23/18
Total WO's For Pct 2		15				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Signs						
BILLINGS FOREST	123	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1374-18	5/21/18
CRABAPPLE RD	2475	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1373-18	5/21/18
CRABAPPLE RD		@ 3.7 & 3.8 Miles.	Remove	Remove Hidden Entrance Signs.	SI-1407-18	5/30/18
CRABAPPLE RD		@ 3.7 Miles.	Replace Sign	Replace Cattle Guard Sign with Larger One.	SI-1408-18	5/30/18
DELAWARE CREEK RD		GPS all.	Collect Data	GPS sign data.	SI-1334-18	5/8/18
DELAWARE CREEK RD		@ 0.01 miles.	Replace	Replace Street Name sign.	SI-1332-18	5/8/18
DELAWARE CREEK RD		Fabricate @ Shop.	Fabricate	Fabricate Street Name Sign.	SI-1326-18	5/8/18
DELAWARE CREEK RD		Fabricate @ Shop.	Fabricate	Fabricate Street Name Sign.	SI-1349-18	5/15/18
DELAWARE CREEK RD		@ 0.01 miles.	Replace	Replace Street Name sign, wrong color.	SI-1350-18	5/15/18
DELAWARE CREEK RD		@ .01 Mile.	Collect Data	Update GIS Map.	SI-1353-18	5/16/18
EVANS DR		@ .03 Miles.	Replace	Replace Crime Stoppers Sign & Support.	SI-1361-18	5/17/18
GREEN KINGDOM RD		@ 0.40 miles.	Replace	Replace Faded reflective tape on Cattle Guard.	SI-1329-18	5/8/18
GREEN KINGDOM RD		@ 0.20 miles.	Replace	Replace two Object Markers.	SI-1331-18	5/8/18
GREEN KINGDOM RD		@ 0.60 miles.	Replace	Replace Object Markers.	SI-1328-18	5/8/18
GREEN KINGDOM RD		GPS all.	Collect Data	GPS sign data.	SI-1333-18	5/8/18
GREEN KINGDOM RD		@ 1.09 miles.	Replace	Replace and repair Object Markers.	SI-1327-18	5/8/18
GUADALUPE BND	1337	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1352-18	5/16/18
GUADALUPE BND	1337	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1372-18	5/21/18
KENDALL WOODS DR		@ .02 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1358-18	5/17/18
MOUNTAIN CREEK TRAIL	256	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1318-18	5/2/18
N ESSER RD	9	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1323-18	5/3/18
OAK VALLEY DR		@ .01 Miles.	Install	Install Crime Stoppers Sign.	SI-1359-18	5/17/18
OLD BLANCO RD		@ 4.35 Miles.	Repair Sign Support	Reset Road May Flood Sign Support.	SI-1400-18	5/29/18
OLD BLANCO RD		@ 5.49 Miles.	Repair Sign Support	Reset Adopt A Road Sign Support.	SI-1401-18	5/29/18
OLD BLANCO RD		@ 4.1 Miles.	Replace Sign	Replace Winding Road Sign.	SI-1402-18	5/29/18
RIO BRAZOS DR	580	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1337-18	5/10/18
RIO BRAZOS DR	723	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1351-18	5/16/18
RIO BRAZOS DR	505	Fabricate at shop.	Fabricate	Fabricate Address Plate.	SI-1414-18	5/31/18
RIO COLORADO DR	772	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1376-18	5/22/18
RIO FRIO CT	496	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1409-18	5/30/18
RIVER PT	104	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1389-18	5/23/18
RM 3351 SOUTH		@ 3.6 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1388-18	5/23/18
RM 3351 SOUTH		@ 3.6 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1393-18	5/24/18
RM 473		@ 22.6 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1387-18	5/23/18
RM 473		@ 22.6 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1394-18	5/24/18
SANDY OAKS DR		@ .04 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1360-18	5/17/18

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
SILVER HILLS DR		@ .05 Miles.	Replace Sign	Replace Crime Stoppers Sign.	SI-1357-18	5/17/18
WATERSTONE PKWY	1050	Fabricate at shop.	Fabricate	Fabricate Address Plate.	SI-1423-18	5/31/18
WEAVER RD		@ .07 Miles on Power Pole.	Install	Install Crime Stoppers Sign.	SI-1356-18	5/17/18
WINCHESTER DR		@ .03 Miles.	Install	Install Crime Stoppers Sign.	SI-1355-18	5/17/18
Total WO's For Pct 3		40				

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4						
Signs						
BELLA SPRINGS RD		@ .01 Miles.	Install Sign	Install Crime Stopper Sign.	SI-1371-18	5/17/18
DEER RD	714	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1406-18	5/30/18
GRAPE CREEK RD		@ 2.4 Miles.	Remove	Remove Loose Livestock Sign.	SI-1404-18	5/30/18
HOLIDAY RD	52	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1324-18	5/7/18
LAKE FRONT DR	158	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1325-18	5/7/18
LAKE FRONT DR	160	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1338-18	5/14/18
LINDNER AVE		@ .01 Miles.	Replace Sign	Replace Crime Stopper/30 MPH Sign & Support.	SI-1369-18	5/17/18
LINDNER AVE		@ .017 Miles.	Replace Sign	Replace Crime Stopper/30 MPH Sign & Support.	SI-1370-18	5/17/18
N MAIN ST	1275	@ EMS Building.	Install	Install Door Signs.	SI-1313-18	5/1/18
N MAIN ST	1275	Fabricate @ Shop.	Fabricate	Fabricate Parking signs.	SI-1339-18	5/14/18
N MAIN ST	1275	EMS Facility.	Install	Install Parking signs.	SI-1345-18	5/15/18
OLD #9 HWY		@ 10.55 miles.	Collect Data	Check and mark location for Dig Tess.	SI-1336-18	5/8/18
OLD #9 HWY		@ 10.6 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1385-18	5/23/18
OLD #9 HWY		@ 10.6 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1391-18	5/24/18
OLD #9 HWY	637	Fabricate at shop.	Fabricate	Fabricate Address Plate.	SI-1413-18	5/31/18
PLEASANT VALLEY DR		@ .01 Miles.	Replace	Replace Crime Stoppers Sign & Support.	SI-1368-18	5/17/18
RIVER BEND RD		@ .6 Miles.	Replace Sign	Replace Missing Chevrons.	SI-1398-18	5/29/18
RIVER BEND RD		@ 1.2 Miles.	Replace Support	Replace James Kiehl Park Sign Support.	SI-1399-18	5/29/18
RM 1376		@ 21.39 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1386-18	5/23/18
RM 1376		@ 21.39 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1390-18	5/24/18
SH 27 W		@ .5 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1383-18	5/23/18
SH 27 W		@ .5 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1396-18	5/29/18
TOWER RD	201	Fabricate @ Shop.	Fabricate	Fabricate Address Plate.	SI-1405-18	5/30/18
UPPER SISTERDALE RD		@ 5.00 miles.	Replace	Replace Object Markers.	SI-1348-18	5/15/18
UPPER SISTERDALE RD		From 3.80 to 6.80 miles.	Collect Data	GPS sign data.	SI-1344-18	5/15/18
UPPER SISTERDALE RD		@2.68 miles.	Replace	Replace bent over Object Markers	SI-1343-18	5/15/18
UPPER SISTERDALE RD		@ 6.58 miles.	Replace	Replace faded Object Markers.	SI-1346-18	5/15/18
UPPER SISTERDALE RD		@ 5.58 miles.	Replace	Replace Object Markers.	SI-1347-18	5/15/18
UPPER SISTERDALE RD		From 2.5 to 5 Miles.	Collect Data	Update GIS Map.	SI-1354-18	5/16/18
UPPER SISTERDALE RD		@ .03 Miles.	Object Marker Replace	Replace Object Marker.	SI-1378-18	5/22/18
US 87		@ 7.8 miles.	Collect Data	Check and mark location for Dig Tess.	SI-1335-18	5/8/18
US 87		@ 12.03 Miles.	Drill Holes	Drill Hole for Preserve America Sign Support.	SI-1384-18	5/23/18
US 87		@ 12.03 Miles.	Install	Install Support Base for Preserve America Sign.	SI-1392-18	5/24/18
US 87		@ 12.03 Miles.	Install	Add Concrete to Support Base.	SI-1397-18	5/29/18

Total WO's For Pct 4

34

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct		CW				
Signs						
VARIOUS RD		County lines. Burn ban in effect.	Turn Signs	Turn Burn Ban signs down.	SI-1403-18	5/29/18
Total WO's For Pct		CW	1			

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
Total Work Orders		103				



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 6/25/2018
OPEN SESSION

SUBJECT	Contract Renewal - Remote Birth Access System
DEPARTMENT & PERSON MAKING REQUEST	Darlene Herrin, County Clerk (Bill Ballard - CDA-C to present to Court) Bill Ballard, ACDA John Buckelew, IT Technician
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to renew CONTRACT & DATA USE AGREEMENT with the Department of State Health Services for the Remote Birth Access System.
REASON FOR AGENDA ITEM	Renewal
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	none

DEPARTMENT OF STATE HEALTH SERVICES



Contract number HHSREV100001067 (the "Contract"), is entered into by Department of State Health Services ("DSHS") Vital Statistics Section and Kendall County ("Contractor"). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the DSHS Vital Event Electronic Registration System for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2018 and end on August 31, 2023.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the DSHS Vital Event Electronic Registration System is not abused by its staff. Abuse of the access to confidential information in the DSHS Vital Event Electronic Registration System may be cause for termination of this Contract in accordance with Section IX.K.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor will complete the DSHS Vital Event Electronic Registration System registration forms as specified by DSHS. Contractor will remain in compliance with any requirements specified by DSHS for accessing the DSHS Vital Event Electronic Registration System. Contractor will not be required to pay an additional fee pursuant to this Subsection.
 - E. Contractor acknowledges that records may not be located in the searching process instituted by Contractor, or records which are located may have errors due to:

1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.
- F. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the database information.
- G. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- H. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- I. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
- V. **Fees.**
Contractor agrees to pay DSHS ONE DOLLAR AND EIGHTY-THREE CENTS (\$1.83) for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.
- VI. **Billing.**
- A. DSHS will send an itemized billing to Contractor on a monthly basis for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Contractor at:
- Name: Kendall County Clerk's Office
- Address: 201 E. San Antonio St., Ste. 127
Boerne, TX 78006
- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.texas.gov.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Kendall County	DSHS
Kendall County Kendall County Clerk's Office Attn: Darlene Herrin 201 E. San Antonio St., Ste. 127 Boerne, TX 78006 Phone: (830) 249-9343 Ext. 230 Email: Darlene.herrin@co.kendall.tx.us	Texas Department of State Health Services Contract Management Section Attn: Tina Walker Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347 Phone: (512) 776-2732 Email: Tina.walker@dshs.texas.gov

IX. General Terms and Conditions.

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.

- D. Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Contractor and DSHS may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.texas.gov/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- K. Termination.**
- 1. Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
 - 2. Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
 - 3. Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

Contract Number: HHSREV100001067

4. **Equitable Settlement.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

KENDALL COUNTY



Manda Hall, M.D.
Associate Commissioner
Department of State Health Services

Darrel L. Lux
County Judge
Kendall County



Date

Date

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT HHSREV100001067:

ATTACHMENT A- DATA USE AGREEMENT

ATTACHMENT A – DATA USE AGREEMENT

DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE AND KENDALL COUNTY (“CONTRACTOR”)

This Data Use Agreement (“DUA”) is incorporated into System Agency Contract No. HHSREV100001067 (the “Base Contract”) between the Texas Department of State Health Services (“System Agency”) and Kendall County (“Contractor”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3). This DUA also describes System Agency’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of System Agency, its programs or clients as described in the Base Contract.

As of the Effective Date of the Contract, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by System Agency in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of System Agency that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of Contractor*

Contractor agrees that:

(A) Contractor will exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) Contractor will not, without System Agency's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to Contractor's management, to carry out the Authorized Purpose or as Required by Law.

System Agency, at its election, may assist Contractor in training and education on specific or unique System Agency processes, systems or requirements. Contractor will produce evidence of completed training to System Agency upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) Contractor will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor will maintain evidence of sanctions and produce it to System Agency upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) Contractor will not, without prior written approval of System Agency, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying System Agency so that System Agency may have the opportunity to object to the disclosure or access and seek appropriate relief. If System Agency objects to such disclosure or access, Contractor will refrain from disclosing or providing access to the Confidential Information until System Agency has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(ii)(A)*

(E) Contractor will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from System Agency or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* Contractor will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) Contractor will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Contractor without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(i)(ii); 164.504(e)(1)(i) and (2)*

(G) Contractor is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If Contractor maintains PHI in a Designated Record Set, Contractor will make PHI available to System Agency in a Designated Record Set or, as directed by System Agency, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. Contractor will make other Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) Contractor will make PHI as required by HIPAA available to System Agency for amendment and incorporate any amendments to this information that System Agency directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) Contractor will document and make available to System Agency the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If Contractor receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to System Agency; however, if it would violate HIPAA to forward the request, Contractor will promptly notify of the request and of Contractor's response. Unless Contractor is prohibited by law from forwarding a request, System Agency will respond to all such requests, unless System Agency has given prior written consent for Contractor to respond to and account for all such requests. *45 CFR 164.504(e)(2)*

(L) Contractor will provide, and will cause its Subcontractors and agents to provide, to System Agency periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to

data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, Contractor may use or disclose PHI for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities if: *45 CFR 164.504(e)(ii)(1)(A)*

- (1) Disclosure is Required by Law, provided that Contractor complies with Section 3.01(D);
- (2) Contractor obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:
 - (a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 - (b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and
 - (c) Notify Contractor in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, Contractor will, if requested by System Agency, use PHI to provide data aggregation services to System Agency, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) Contractor will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to System Agency or Destroy, at System Agency's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from System Agency or created or maintained by Contractor or any of Contractor's agents or Subcontractors on System Agency's behalf if that data contains Confidential Information. Contractor will certify in writing to System Agency that all the Confidential Information that has been created, received, maintained, used by or disclosed to Contractor, has been Destroyed or returned to System Agency, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or System Agency record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor will immediately notify System Agency of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as Contractor maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) Contractor will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If Contractor accesses, transmits, stores, or maintains Confidential Information, Contractor will complete and return to System Agency at infosecurity@hhsc.state.tx.us the System Agency information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which Contractor must comply to protect System Agency Confidential Information. Contractor will comply with periodic security controls compliance assessment and monitoring by System Agency as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor will update its security controls assessment whenever there are significant changes in security controls for System Agency

Confidential Information and will provide the updated document to System Agency. System Agency also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) Contractor will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) Contractor will designate and identify, subject to System Agency approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor will provide name and current address, phone number and e-mail address for such designated officials to System Agency upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) Contractor represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) Contractor and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to System Agency, as directed, upon request.

(V) Contractor will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) Contractor will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by Contractor on behalf of System Agency for System Agency's review and approval within 30 days of execution of this DUA and upon request by System Agency the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) Contractor will make available to System Agency any information System Agency requires to fulfill System Agency's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. Contractor will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) Contractor will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. System Agency Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise

protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security or Encryption must be produced to System Agency no later than 48 hours after System Agency's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of System Agency Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) Contractor will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific System Agency program area that Contractor supports on behalf of System Agency.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to System Agency. 45 CFR 164.400-414

(A) Contractor will cooperate fully with System Agency in investigating, mitigating to the extent practicable and issuing notifications directed by System Agency, for any Event or Breach of Confidential Information to the extent and in the manner determined by System Agency.

(B) Contractor's obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to System Agency's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

System Agency Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, *or in a timeframe otherwise approved by System Agency in writing*, initially report to System Agency's Privacy and Security Officers via email at: privacy@SystemAgencyC.state.tx.us and to the System Agency division responsible for this DUA; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in System AgencyC-CMS Contracts for information exchange.*

b. Report all information reasonably available to Contractor about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

c. Name, and provide contact information to System Agency for, Contractor's single point of contact who will communicate with System Agency both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by Contractor of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and Contractor's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by Contractor at that time;

g. Contractor's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for System Agency approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for System Agency's approval as to the steps Individuals or Contractor on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

- k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
- l. A reasonable schedule for Contractor to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by System Agency, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that System Agency requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

- (A) Contractor will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by System Agency for incident response purposes and for purposes of System Agency's compliance with report and notification requirements, to the satisfaction of System Agency.
- (B) Contractor will complete or participate in a risk assessment as directed by System Agency following an Event or Breach, and provide the final assessment, corrective actions and mitigations to System Agency for review and approval.
- (C) Contractor will fully cooperate with System Agency to respond to inquiries and proceedings by state and federal authorities, Persons and Individuals about the Event or Breach.
- (D) Contractor will fully cooperate with System Agency's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by System Agency in a Corrective Action Plan if directed by System Agency under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

- (A) System Agency may direct Contractor to provide Breach notification to Individuals, regulators or third-parties, as specified by System Agency following a Breach.
- (B) Contractor must obtain System Agency's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by System Agency, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.
- (C) Contractor will provide System Agency with copies of distributed and approved communications.
- (D) Contractor will have the burden of demonstrating to the satisfaction of System Agency that any notification required by System Agency was timely made. If there are delays outside of Contractor's control, Contractor will provide written documentation of the reasons for the delay.

(E) If System Agency delegates notice requirements to Contractor, System Agency shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by Contractor, or on behalf of Contractor by its Subcontractors or agents for System Agency that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

Contractor acknowledges and agrees that the Confidential Information is and will remain the property of System Agency. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *System Agency Commitment and Obligations*

System Agency will not request that Contractor create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by System Agency.

Section 6.03 *System Agency Right to Inspection*

At any time upon reasonable notice to Contractor, or if System Agency determines that Contractor has violated this DUA, System Agency, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, System Agency's agent(s) include, without limitation, the System Agency Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will take effect with the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) System Agency may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve Contractor of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by System Agency.

(D) If System Agency determines that Contractor has violated a material term of this DUA; System Agency may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA or the Base Contract; or
2. Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as System Agency may determine necessary to maintain compliance with this DUA; or

3. Provide Contractor with a reasonable period to cure the violation as determined by System Agency; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, System Agency will provide written notice to Contractor describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, System Agency shall report the violation to the Secretary.

(F) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to System Agency, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) Contractor acknowledges and agrees that System Agency may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate System Agency for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that System Agency will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

To the extent permitted by law, Contractor will indemnify, defend and hold harmless System Agency and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of System Agency) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, Contractor will reimburse System Agency for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. To the extent permitted

by law, Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) Contractor represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. Contractor warrants that System Agency will be a loss payee and beneficiary for any such claims. .

(B) Contractor will provide System Agency with written proof that required insurance coverage is in effect, at the request of System Agency.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure or indemnify System Agency, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on System Agency or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits System Agency and Contractor to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
System Agency CONTRACT NUMBER HHSREV100001067

The DUA between System Agency and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (SUBContractor) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBContractor acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to System Agency Confidential Information. Contractor and SUBContractor agree that System Agency is a third-party beneficiary to applicable provisions of the subcontract.

System Agency has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and SUBContractor assure System Agency that any Breach or Event as defined by the DUA that SUBContractor Discovers will be reported to System Agency by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBContractor that constitutes a material breach or violation of the DUA or the SUBContractor's obligations Contractor will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBContractor, if feasible;
3. Notify System Agency immediately upon reasonably discovery of the pattern of activity or practice of SUBContractor that constitutes a material breach or violation of the DUA and keep System Agency reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____