



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/23/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Service awards March 2015
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Marshall Akin Sheriff's Office 10 Years Paula Pfeiffer County Clerk's office 30 Years
<b>REASON FOR AGENDA ITEM</b>	Recognize County employees for their service to the county
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioner Court Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Minutes for March 9, 2015.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from previous Commissioners Court meeting.
<b>IS THERE DOCUMENTATION</b>	Yes, after approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

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

## FEES OF OFFICE REPORTS

[illegible]





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 3/23/2015  
OPEN SESSION**

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	American Red Cross Proclamation
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Judge's Office Jacques DuBose, American Red Cross / Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 212
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to proclaim March as American Red Cross Month.
<b>REASON FOR AGENDA ITEM</b>	To recognize and thank the Red Cross
<b>IS THERE DOCUMENTATION</b>	Yes, a Proclamation
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

## Proclamation

### American Red Cross Month March 2015

March is American Red Cross Month, a special time to recognize and thank our Everyday Heroes – those who reach out to help their neighbors when they are in need.

American Red Cross heroes are on the front lines every day. They volunteer their time, give blood, take life-saving courses or provide financial donations to help those in need.

We would like to remember our heroes here in Kendall County who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They provide round-the-clock support to members of the military, veterans and their families, and teach lifesaving classes in CPR, aquatics safety and first aid.

Across the country and around the world, the American Red Cross responded to hurricanes, tornadoes, floods and wildfires, and the tragedy at the Boston Marathon.

When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

Now, therefore, I, Darrel L. Lux, Judge of Kendall County, Texas, do hereby proclaim March 2015 as American Red Cross Month. I encourage all residents of Kendall County to support this organization and its noble humanitarian mission.

Signed this 23rd day of March 2015

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Darrel L. Lux  
Kendall County Judge



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/23/2015  
OPEN SESSION

SUBJECT	Park Enhancements
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge & Rick Tobolka, County Development Manager Mike Arthur & Steve Driskill, Noon Rotary Club of Boerne
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning partnering with the Noon Rotary Club of Boerne to purchase and install a floating fishing dock at Joshua Springs Park & Preserve.
REASON FOR AGENDA ITEM	Park enhancements to greater serve visitors to Joshua Springs Park & Preserve.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/23/2015  
OPEN SESSION

SUBJECT	Proclamation
DEPARTMENT & PERSON MAKING REQUEST	Human Resources, Juanita Espino, HR Director
PHONE # OR EXTENSION #	830-249-9343 ext 600
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to proclaim the week of April 5 through April 11, 2015 as RELAY FOR LIFE WEEK.
REASON FOR AGENDA ITEM	To bring awareness of the Relay For Life event on April 10, 2015.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None





**American Cancer Society Relay For Life Proclamation  
For  
Kendall County**

**WHEREAS**, Relay For Life is the signature fund raiser of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

**WHEREAS**, money raised during Relay For Life of Kendall County supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

**WHEREAS**, Relay For Life helped to fund \$448 million in cancer research;

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Kendall County Commissioners Court do hereby proclaim the week of April 5 through April 11, 2015 to be

**RELAY FOR LIFE WEEK**

in Kendall County, and encourage citizens to participate in the Relay For Life event held at the Champion High School Stadium Track on Friday, April 10<sup>th</sup> at 6:00pm until midnight.

Signed this 23<sup>rd</sup> day of March 2015

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

\_\_\_\_\_  
Mike Fincke  
Commissioner Precinct 1

\_\_\_\_\_  
Richard Elkins  
Commissioner Precinct 2

\_\_\_\_\_  
Tommy Pfeiffer  
Commissioner Precinct 3

\_\_\_\_\_  
Royce Steubing  
Commissioner Precinct 4



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

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

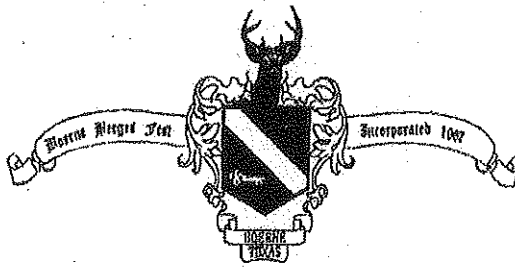


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Use of County's Light Tower for Berges Fest
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMC , Office of Emergency Management
<b>PHONE # OR EXTENSION #</b>	830 249-3721
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes or less
<b>WORDING OF AGENDA ITEM</b>	Discussion and action on a request from Boerne Berges Fest to use one of the County's Light Towers June 19th thru 21st.
<b>REASON FOR AGENDA ITEM</b>	Request from Berges Fest President
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	We have allowed this in the past with the agreement it will be returned full of fuel and if damaged Berges Fest would be responsible for any and all repairs and/or maintenance.





Jeff,

The Boerne Berges Fest would like to request the use of the Kendall County's Light Tower during this years festival to help enhance security in the dimly lit areas the Berges Fest encompasses. The festival will be from Friday June 19, 2015 through Sunday June 21, 2015. We will need to pick up the unit prior to the start of the festival on Friday at 5:00pm and we will return it on Monday June 22, 2015 with a full tank of gas.

Thank you

A handwritten signature in black ink, which appears to read "Ron Pritchett". The signature is written in a cursive style.

Ron Pritchett  
Boerne Berges Fest President



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Cash Summary January 2015
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary for January 2015
<b>REASON FOR AGENDA ITEM</b>	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.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

# KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING January 31, 2015

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General	\$ (36,540.48)	\$ 2,189,145.46	\$ 1,629,715.35	\$ -	\$ -	\$ 522,889.63
11-Road and Bridge	\$ 92,147.62	\$ 57,168.80	\$ 57,880.02	\$ -	\$ -	\$ 91,436.40
12-EMS Donations	\$ 24,311.65	\$ -	\$ 139.96	\$ -	\$ -	\$ 24,171.69
13-Courthouse Security	\$ 110,950.94	\$ 1,570.63	\$ 418.26	\$ -	\$ -	\$ 112,103.31
14-Animal Facility Donations	\$ 10,365.55	\$ 1,073.65	\$ 410.48	\$ -	\$ -	\$ 11,028.72
15-Lateral Road & Bridge	\$ 130,315.55	\$ -	\$ 261.00	\$ -	\$ -	\$ 130,054.55
16-Court Reporter Service	\$ 58,455.82	\$ 720.00	\$ -	\$ -	\$ -	\$ 59,175.82
17-Hot Check	\$ 19,763.90	\$ -	\$ 129.00	\$ -	\$ -	\$ 19,634.90
18-911 Project	\$ 2,699.16	\$ -	\$ -	\$ -	\$ -	\$ 2,699.16
19-Records Mgmt(Cnty Clerk)	\$ 293,055.54	\$ 8,425.00	\$ 5,400.00	\$ -	\$ -	\$ 296,080.54
20-Law Library	\$ 7,250.20	\$ 1,680.00	\$ 790.67	\$ -	\$ -	\$ 8,139.53
21-Justice Court Technology	\$ 15,260.14	\$ 599.21	\$ -	\$ -	\$ -	\$ 15,859.35
22-Justice Court Bldg Security	\$ 18,753.00	\$ 149.76	\$ -	\$ -	\$ -	\$ 18,902.76
23-County & District Technology	\$ 5,390.63	\$ 208.79	\$ -	\$ -	\$ -	\$ 5,599.42
24-Alternative Dispute Resolution	\$ 5,245.21	\$ 825.00	\$ -	\$ -	\$ -	\$ 6,070.21
25-District Clerk Records Mgmt	\$ 65,013.63	\$ 1,132.90	\$ 4,500.00	\$ -	\$ -	\$ 61,646.53
26-County Clerk Rec. Archive Fund	\$ 80,366.00	\$ 8,120.00	\$ -	\$ -	\$ -	\$ 88,486.00
27-Vital Statistics Records	\$ 572.00	\$ 40.00	\$ -	\$ -	\$ -	\$ 612.00
28-Pre Trial Intervention	\$ -	\$ 798.00	\$ -	\$ -	\$ -	\$ 798.00
29-LEOSE Training	\$ 34,741.50	\$ -	\$ -	\$ -	\$ -	\$ 34,741.50
33-Juv Probation-State Grant	\$ 21,091.36	\$ 17,803.00	\$ 16,023.45	\$ -	\$ -	\$ 22,870.91
34-Juv Probation Title IV E	\$ 85,702.56	\$ -	\$ -	\$ -	\$ -	\$ 85,702.56
35-Juvenile Probation	\$ (18,823.98)	\$ -	\$ 5,387.65	\$ -	\$ -	\$ (24,211.63)
41-MVDIT Interest	\$ 807.63	\$ -	\$ -	\$ -	\$ -	\$ 807.63
42-Special Election Fund	\$ 14,864.02	\$ -	\$ -	\$ -	\$ -	\$ 14,864.02
50-Crime Victims Grant	\$ (48,878.82)	\$ -	\$ 10,227.05	\$ -	\$ -	\$ (59,105.87)
80-Tobacco Settlement	\$ 15,591.11	\$ -	\$ -	\$ -	\$ -	\$ 15,591.11
81-Historical Commission	\$ 14,346.98	\$ -	\$ 209.50	\$ -	\$ -	\$ 14,137.48
82-Economic Development Corp.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 211,307.68	\$ 34,760.19	\$ 78,851.05	\$ -	\$ -	\$ 167,216.82
62-Series 2007 Lim.TaxGen	\$ 10,759.93	\$ 31,188.02	\$ -	\$ -	\$ -	\$ 41,947.95
63-Series 2013 UnLim.Tax Road Bond	\$ 26,879.65	\$ 88,890.34	\$ -	\$ -	\$ -	\$ 115,769.99
64-Series 2014 Limited Tax Rfnding	\$ 24,047.06	\$ 75,258.54	\$ -	\$ -	\$ -	\$ 99,305.60
71-Herff Road Project *	\$ 113,602.64	\$ 1.01	\$ 119,128.46	\$ 250,000.00	\$ -	\$ 244,475.19
90-Trust Account	\$ 745.33	\$ 0.01	\$ -	\$ -	\$ -	\$ 745.34
96-TCDP Disaster Recovery	\$ 80.36	\$ 57,350.77	\$ -	\$ -	\$ -	\$ 57,431.13
85-Local S.O. Forfeiture	\$ 2,477.64	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.66
87-Federal S.O. Forfeiture	\$ 222,972.48	\$ 16,433.29	\$ 10,710.87	\$ -	\$ -	\$ 228,694.90
<b>CASH BALANCES</b>	<b>\$ 1,640,643.94</b>	<b>\$ 2,593,342.39</b>	<b>\$ 1,940,182.77</b>	<b>\$ 250,000.00</b>	<b>\$ -</b>	<b>\$ 2,543,803.56</b>

\*Transfer from Logic

Examined and approved by Auditor's Office

*Corinna Speer*

Date

*3/16/15*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	EMS Facility Remodel - Construction Manager at Risk
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Allee, County Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 295
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Construction Manager at Risk agreement.
<b>REASON FOR AGENDA ITEM</b>	Management of the EMS facility remodel project.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	EMS facility remodel project.
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/23/2015  
OPEN SESSION

<b>SUBJECT</b>	Sale of Delinquent Tax Property
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Terry Kramer, Kendall Appraisal District Darrel L. Lux, County Judge Richard W. Elkins, Commissioner Pct. 2
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the delinquent property tax in the amount of \$446.28 on Lot 34 (which is landlocked), Oak Forest Subdivision, Unit II. The property will be conveyed to Andrew Rawls who will maintain and pay all future taxes on this property.
<b>REASON FOR AGENDA ITEM</b>	So that the property can appreciate in value and be added back to the Kendall County tax rolls
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County, Boerne Independent School District, City of Boerne, Andrew Rawls.
<b>ADDITIONAL INFORMATION</b>	None



# KENDALL APPRAISAL DISTRICT



118 Market Avenue • Boerne, Texas 78006

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March 5, 2015

Kendall County  
402 E. Blanco  
Boerne, TX 78006

ATTN: Darrel L. Lux, County Judge

RE: Property ID #24730

Dear Judge Lux,

Attached to this letter please find information received from our delinquent tax attorney regarding a property which has remained unpaid on the tax rolls since 2004.

The base tax due Kendall County is \$446.28.

I have also attached a map of the property highlighting the property in question in yellow and the property of the highest bidder, Andrew and Emily Rawls in pink.

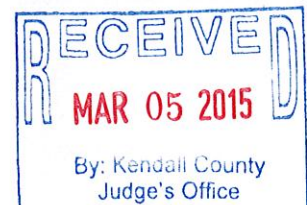
Please consider our request to accept the Rawl's bid so this property can be appreciated and added back to your tax base.

If you have any questions concerning this or any other matter, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Kramer", is written over a circular stamp.

Terry Kramer  
Tax Assessor/Collector  
terry.kramer@kendallad.org



## **Terry Kramer**

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**From:** John Banks <jbanks@pbfc.com>  
**Sent:** Wednesday, March 04, 2015 3:25 PM  
**To:** Terry Kramer  
**Cc:** Paula Banks; Miranda Gilbert  
**Subject:** tax account 24730 - .0569 acre tract in Unit II of the Oak Forest Subdivision  
**Attachments:** Rawls (Betty Buel R24730).docx

Good afternoon Mrs. Kramer. I have attached a resale deed pertaining to tax account 24730. Appearing below is background information along with my comments recommending that the governing bodies approve the resale of the 0.0569 tract to Andrew and Emily Rawls who submitted the highest bid for the property:

1. The subject tract is approximately 1/20 of an acre in size.
2. It can only be accessed by traversing the property of adjoining landowners (i.e., landlocked).
3. On October 1, 2013, the tract was included in the Kendall County Sheriff's tax sale; the adjudged value of \$6,160 established the opening bid amount.
4. We did not receive any bids on the tract at the original tax sale so it was struck off to Boerne ISD, for itself and as trustee for all taxing entities with tax liens encumbering the property.
5. While the property has been held in trust, 3 bids have been received.
6. The highest bid of \$2050 was submitted by an adjoining property owner, Andrew Rawls.

Suffice it to say, the tract's size and its ingress/egress restrictions severely limit marketability. While we could wait for a higher offer, accepting the Rawls' bid returns the property to the tax roll now. Moreover, the increased lot size may add appreciable value to the Rawls' existing homestead.

I can always be reached at 512 659-4240, day or night, should the need arise.

Sincerely,

John T. Banks  
Partner  
Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
3301 Northland Dr., Suite 505  
Austin, Texas 78731  
(512)302-0190  
(512) 659-4240 (cell)



DEED WITHOUT WARRANTY

THE STATE OF TEXAS

§

COUNTY OF KENDALL

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

KNOW ALL MEN BY THESE PRESENTS that the undersigned taxing entities, **CITY OF BOERNE, COUNTY OF KENDALL, BOERNE INDEPENDENT SCHOOL DISTRICT, AND COW CREEK GROUNDWATER CONSERVATION DISTRICT** (hereinafter collectively referred to as "Grantor"), by and through their authorized representatives, in consideration of the payment of TWO THOUSAND, FIFTY AND NO/100 DOLLARS (\$2,050.00) and other good and valuable consideration paid by **ANDREW LEE RAWLS and EMILY PAIGE RAWLS** (hereinafter collectively referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents do grant, sell and convey unto Grantee, the real property described as follows:

Being .0569 acres, more or less, consisting of all of Lot 34, Oak Forest Subdivision, Unit II, Kendall County, Texas, according to the Plat thereof recorded at Volume 92 Page 637 of the Deed Records of Kendall County, Texas; SAVE AND EXCEPT, that certain .503 acres, more or less, being more particularly described as Exhibit A in Volume 1160, page 335 et seq., Official Records of Kendall County, Texas (Kendall CAD tax account # 24730).

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever. This conveyance is made without warranty, express or implied, except that each of the undersigned represents and warrants that he is authorized to execute this Deed in the capacity so stated.

EFFECTIVE this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF KENDALL, TEXAS

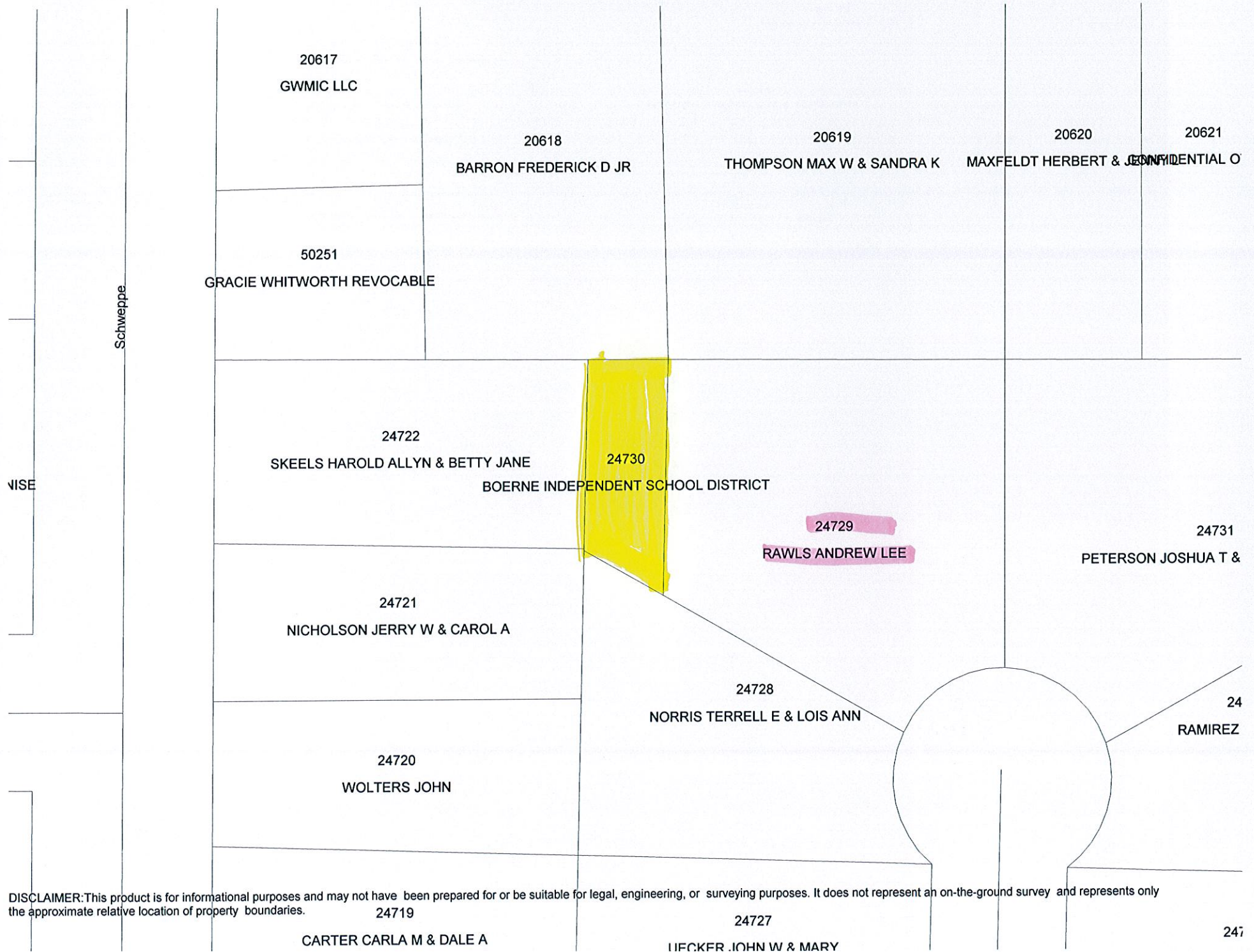
By: \_\_\_\_\_  
Darrel L. Lux, County Judge

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by the Honorable Darrel L. Lux, County Judge of Kendall County, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# Property ID 24730

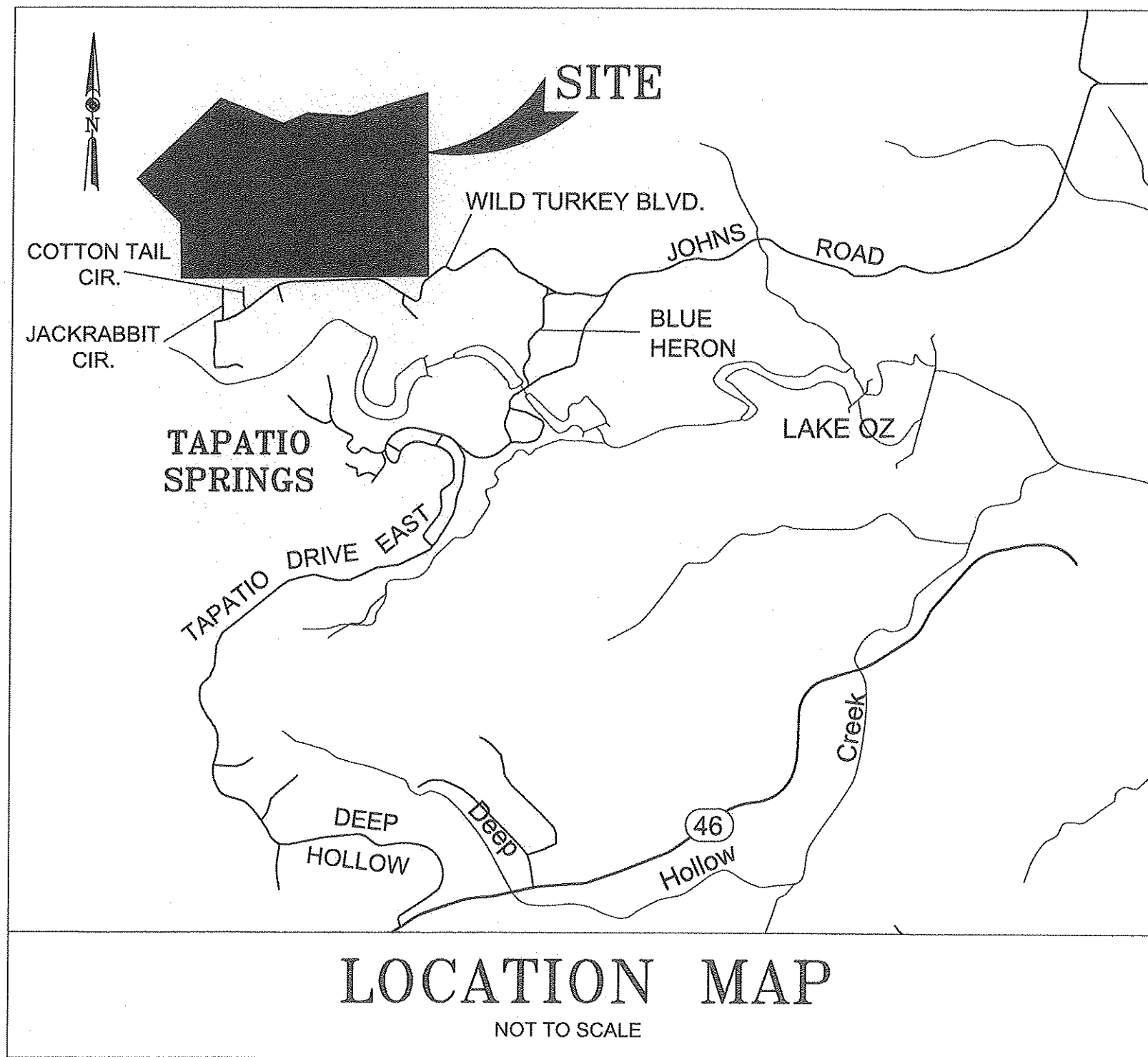


DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 3/23/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Preliminary Plat - Canyon View at Tapatio Springs
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a Preliminary Plat for Canyon View at Tapatio Springs in accordance with section 203 of the Kendall County Development Rules and Regulations. The proposed subdivision consists of 370.4 acres, 82 residential lots and 14,100 linear feet of roadway with an average density of 4.5 acres per lot. The proposed subdivision will be served by central water and sewer system.
<b>REASON FOR AGENDA ITEM</b>	Preliminary Plat
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #1
<b>ADDITIONAL INFORMATION</b>	None









## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**

**OPEN SESSION**

<b>SUBJECT</b>	Cordillera Ranch Subdivision Request for Relief
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Elkins, Commissioner, Pct. 2/Terry Anderson, County Engineer
<b>PHONE # OR EXTENSION #</b>	Terry Anderson at 331-8239
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and act upon a request for relief in Unit 207E in the Cordillera Ranch Subdivision from the 1990 Regulations, Rules, and Specifications for Roads and Subdivisions as follows: (1) use a prime coat in lieu of a one course surface treatment; (2) use a 6" roll curb and gutter in lieu of the standard 7" curb; (3) use a 50 feet right-of-way for Escena with a 21 feet wide pavement width in lieu of a 60 feet right-of-way and a 36 feet pavenent width respectively; and (4) allow utilities (water, sewer, electric and telephone) within the road right-of-way in lieu of them being in a utility easement.
<b>REASON FOR AGENDA ITEM</b>	To comply with previous 200 series Units that were granted relief for these same items.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Persons traveling Escena (St.) in Unit 207E in Cordillera Ranch Subdivision when it is constructed.
<b>ADDITIONAL INFORMATION</b>	





CIVIL ENGINEERING & PLANNING

512.260.9100

February 25, 2015

Mr. Terry Anderson, P.E.  
Kendall County Engineer  
201 East San Antonio Street  
Boerne, Texas 78006

Re: Specifications Waiver on Roadway Surface Treatment  
Cordillera Ranch Unit 207E

LE #15-1014

Dear Mr. Anderson:

The "Regulations, Rules and Specifications for Roads and Subdivisions" for Kendall County, Texas, 1990 (revised – December 1994) specify in Section 404.10 that the surface treatment of a roadway shall either be a "Two Course Surface Treatment" or a "minimum of one and one-half (1 ½) inches of "Plant Mix" (Asphalt) compacted with a One Course Surface Treatment under the Plant Mix". This letter is a request for a waiver from Section 404.10 to allow the surface treatment to be a minimum of one and one-half (1 ½) inches of H.M.A.C.P. compacted with a prime coat under the H.M.A.C.P. H.M.A.C.P. over a prime coat has been used for several years in Cordillera Ranch with excellent results. Specifications for the prime coat are listed below.

The asphalt material for the prime coat shall be as follows:

#### AE-P CUTBACK ASPHALT

##### Type-Grade

##### Properties

##### AE-P

##### Minimum Maximum

Viscosity @ 122 F, SF, sec.

15 150

Sieve Text, %

0.1

Demulsibility, 50 mL 0.1 N CaCl<sub>2</sub>, %

70

Storage Stability, 24 hr., %

1.0

TEST ON RESIDUE FROM CUTBACK DISTILLATION TO  
680 F USING RESIDUE FROM 500 F DISTILLATION %

40

Total Oils\* from Distillation, %

20 35

Float @ 122 F on Residue from Cutback Distillation

50 200

##### Properties

##### Minimum Maximum

Solubility in trichloroethylene, T

97.5

\*Cumulative total from 500 F distillation of emulsion and distillation of residue by cutback distillation to 680 F.

The asphaltic material should be applied at the temperature which provides proper and uniform distribution and with practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended range shown below. No material shall be heated above the following maximum temperature:

Type-Grade	Application and Mixing Recommended Range, °F	Allowable, °F	Heating and Storage Maximum, °F
AE-P	100-140	140	140

NOTE: Heating of asphaltic materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used.

#### **Warning to Contractors**

Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic material or the gases of same. The Contractor shall be responsible for any fires or accidents which may result from heating the asphaltic materials.

The prime coat shall be as follows:

#### **Materials**

##### **(1) Asphalt Materials**

The asphalt material for Prime Coat shall conform to the requirements stated above for AE-P.

##### **(2) Water**

Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter.



### **(3) Dispersal Agent**

Detergent shall be added to water and sprayed on surfaces to be primed in accordance with asphalt manufacturer's recommendations.

### **Construction Methods**

When, in the opinion of the Engineer, the base course or other surface is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Engineer. The surface shall be lightly sprinkled with water just prior to application of the asphaltic material unless this requirement is waived by the Engineer. The Contractor shall submit a list of prime material(s) recommended to be applied on the work to the Engineer for approval. When emulsions are approved, a dispersal agent shall be added to the water before sprinkling. the asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor operated so as to distribute the prime coat at a rate ranging from 0.1 to 0.3 gallons per square yard of surface area. The material shall be evenly and smoothly distributed. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures. The contractor shall be responsible for cleaning splattered areas.

Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning the work, should the yield on the asphaltic material applied appear in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer. No traffic hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat. A minimum of 24 hours must pass between prime coat application and placement of pavement.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and they shall be operated in such a manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

The Engineer will approve the temperature of application based on the temperature-viscosity relationship that will permit application of the asphalt within the limits recommended above. The recommended range for the viscosity of the asphalt is 100 to 125 centistokes. The Contractor shall apply the asphalt at a temperature within 15° F of the temperature specified above.

The one and one-half (1 ½) inch compacted H.M.A.C.P. material shall be as stated in Section 404 of the Kendall County Specifications.

Call should you have any questions or comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred C. Lockwood".

**LOCKWOOD ENGINEERS, INC.**

Fred C. Lockwood, P. E.

Copy: Pct. 2 Commissioner Richard Chapman  
Rick Tobolka, P.E.



CIVIL ENGINEERING & PLANNING  
February 25, 2015

512.260.9100

Terry Anderson, P.E.  
Kendall County Engineer  
201 East San Antonio Street  
Boerne, TX 78006

Re: Cordillera Ranch, Unit 207E  
Request for Relief on Roadway Pavement & Right-of-Way Widths, and Curb

LE#15-1014

Dear Mr. Anderson:

CR Devco 2013, LLC ("CR Devco") is requesting relief from Section 302.21 of the Kendall County, Texas "Regulations, Rules and Specifications for Roads and Subdivisions", 1990 (revised – December 1994). This section states that in subdivisions where public sewer and water systems are provided and lot sizes are smaller than 300 feet by 300 feet, the minimum right-of-way for streets shall be 60 feet, and the paved surface width shall be at least 36 feet (for curbed streets), or 22 feet for uncurbed streets.

Cordillera Ranch, Ltd. is proposing to install a curbed street within this subdivision, but is requesting a right-of-way and pavement width as follows:

<u>Street Description</u>	<u>Right-of-Way Width</u>	<u>Pavement Width</u>
Escena	50' minimum	21' *

\*Escena will have a 6" concrete roll curb (24" width) on each side of the pavement.

This right-of-way and pavement width is justified for a number of reasons. This roadway will be privately owned and maintained. The minimum required lot size for this subdivision (because public water and sewer is being provided) is 7,500 SF, or 0.17 acres. The minimum proposed lot size in Unit 207E is 1.23 acres, over seven times greater than the required minimum, thereby resulting in much less density. A number of recent studies show a direct correlation between reduced street widths and slower driving speeds. Slower driving speeds certainly benefit the safety and welfare of the future residents of this subdivision. The restrictive covenants proposed for this project will have stringent requirements regarding on-street parking such that on-street parking will not be an issue regarding the requested reduced pavements widths. The proposed right-of-way and pavement widths provide adequate space to install underground utility lines within the right-of-way, but outside the pavement area. The proposed right-of-way and street width for similar local streets has been previously approved in Cordillera Ranch, Units 201 through 207C.

1 of 2

REC'D 27 FEB 15

CR Devco also requests relief from Section 620 "Curb and Gutter Details" of the above mentioned regulations. A 24" wide roll concrete curb and gutter section (as opposed to the required concrete curb section with no concrete gutter) is proposed to be used on each side of Clubs Drive. CR Devco prefers the curb and gutter section because trickle storm water runoff flows on the concrete gutter rather than on the interface between the pavement and concrete curb.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred C. Lockwood".

Fred C. Lockwood, P.E.

Copy: Pct. 2 Commissioner Richard Chapman  
Rick Tobolka, P.E.



CIVIL ENGINEERING & PLANNING

512.260.9100

February 25, 2015

Mr. Terry Anderson, P.E.  
Kendall County Engineer  
201 E. San Antonio, Suite 200  
Boerne, Texas 78006

Subject: Cordillera Ranch, Unit 207E  
Proposed Utility Main Line Location Request for Relief

LE#15-1014

Dear Mr. Anderson:

Cordillera Ranch desires to locate certain utility main lines (water, sewer, electric and telephone) within roadway right-of-ways (but not within the pavement areas) of the subject proposed subdivision. The 1990 Kendall County Rules (section 302.25) state that utilities will be installed only within established easements and not within the roadway right-of-way. Current Kendall County rules allow utilities to be placed within the right-of-way.

Cordillera Ranch takes great lengths to preserve as much natural vegetation as is practical in their development through the use of careful land planning and narrow construction corridors. Placing the utility main lines outside of street right-of-ways would cause a large increase in the clearing width required for infrastructure construction, thereby causing the loss of additional native vegetation, especially hardwood trees.

The proposed location of the utility main lines within the right-of-way would allow utility line maintenance to be performed without destruction of the street pavement. A proposed easement adjacent to each side of the right-of-way should provide adequate width for maintenance activities to occur without blocking the streets.

Cordillera Ranch, therefore, requests relief from Section 302.25 of the Kendall County, Texas "Regulations, Rules and Specifications for Roads and Subdivisions, 1990" (revised December 1994) to allow utility main lines to be placed within roadway right-of-ways but not under the pavement.

Please place this request for relief on the agenda for the next available Commissioner's Court meeting, and thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred C. Lockwood', is written over a horizontal line.

Fred C. Lockwood, P.E.

Copy: Pct. 2 Commissioner Richard Chapman  
Rick Tobolka, P.E.

REC'D 27 FEB 15



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/23/2015 OPEN SESSION	
SUBJECT	Summary of February road report.
DEPARTMENT & PERSON MAKING REQUEST	Road & Bridge Department
PHONE # OR EXTENSION #	830-249-9343 Ext. 656
TIME NEEDED FOR PRESENTATION	Five Minutes.
WORDING OF AGENDA ITEM	Give a summary of the Road and Bridge activities for the month of February, 2015.
REASON FOR AGENDA ITEM	Report of Road and Bridge Progress.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County Wide Report.
ADDITIONAL INFORMATION	None



# Kendall County Road & Bridge Monthly Report February 2015

Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 1</b>						
<b>Brush</b>						
DAISY LN		@ 0.0 to .17 miles.	Right-of-Way Clearing	Remove 2 dead China Berry. Trim low limbs.	RD-1180-15	2/12/15
DAISY LN		@ .15 to .19 miles.	Right-of-Way Clearing	Cut brush and low limbs in R.O.W.	RD-1191-15	2/13/15
<b>Maintenance</b>						
SPRING HILL DR	9		Ditch Maintenance	Shoot grade.	RD-1129-15	2/3/15
<b>Miscellaneous</b>						
E SAN ANTONIO AVE	201		Data Collection	Insurance meeting at Courthouse.	RD-1162-15	2/10/15
E SAN ANTONIO AVE	201		Training	Insurance renewal.	RD-1172-15	2/10/15
<b>Signs</b>						
RANGER CREEK RD		@ 1.1 miles.	Repair Sign Support	Repair sign support that is bent.	SI-1103-15	2/5/15
SCENIC LOOP RD		@ 1.42 and 1.52 miles.	Remove	Remove temporary signs.	SI-1128-15	2/12/15
SPRING HILL DR		@ .18 miles.	Install	Install 3 delineator kits for drop off.	SI-1125-15	2/11/15
<b>Total WO's For Pct 1 8</b>						



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct</b>		<b>2</b>				
<b>Brush</b>						
MOUNTAIN TOP DR		@ .0 to .1 miles.	Right-of-Way Clearing	Remove low limbs in ROW.	RD-1153-15	2/5/15
MOUNTAIN TOP DR		@ .1 to .25 miles.	Right-of-Way Clearing	Remove low limbs in ROW.	RD-1155-15	2/6/15
MOUNTAINTOP TRL		From .2 to .35 miles.	Right-of-Way Clearing	Cutting brush.	RD-1264-15	2/9/15
OAK HILLS LN		@ .0 to .08 miles.	Right-of-Way Clearing	Cut cedar back off roadway	RD-1123-15	2/2/15
OAK HILLS LN		@ .08 to .1 miles.	Right-of-Way Clearing	Cut brush encroaching roadway, trim trees.	RD-1126-15	2/3/15
OAK HILLS LN		@ .1 to .16 miles.	Right-of-Way Clearing	Remove dead trees. Trim along ROW.	RD-1133-15	2/4/15
<b>Contractor Work</b>						
OLD SAN ANTONIO RD		#44 and 131 & Industrial intersection.	Pothole Repair; Contractor	Repair potholes.	RD-1204-15	2/20/15
STONEGATE DR		From Old San Antonio Rd to T.	Crackseal repair	Seal cracks in pavement.	RD-1139-15	2/5/15
STONEGATE NORTH		From box #121 to #108	Crackseal repair	Seal cracks in pavement.	RD-1197-15	2/11/15
STONEGATE NORTH		From box #108 to #101	Crackseal repair	Seal cracks in pavement.	RD-1196-15	2/12/15
STONEGATE NORTH		From box #101 to #125.	Crackseal repair	Seal cracks in pavement.	RD-1195-15	2/13/15
STONEGATE SOUTH		#108 to #140	Crackseal repair	Seal cracks in pavement.	RD-1140-15	2/6/15
<b>Maintenance</b>						
PRADO XING	407		Ditch Maintenance	Work ditch line.	RD-1168-15	2/10/15
PRADO XING	407		Ditch Maintenance	Repair ditch.	RD-1179-15	2/11/15
PRADO XING	407		Ditch Maintenance	Haul Equipment to job site.	RD-1181-15	2/12/15
PRADO XING	407		Ditch Maintenance	Repair ditch.	RD-1183-15	2/12/15
PRADO XING	407		Ditch Maintenance	Repair Ditch and install rock baskets.	RD-1186-15	2/13/15
PRADO XING	407		Ditch Maintenance	Water grass seed	RD-1220-15	2/18/15
PRADO XING	407		Ditch Maintenance	Water grass seed.	RD-1226-15	2/19/15
PRADO XING	407		Ditch Maintenance	Water grass seed.	RD-1232-15	2/20/15
<b>Non Road and Bridge</b>						
CHARGER BLVD	202		Chipping	Grinding brush.	RD-1178-15	2/11/15
CHARGER BLVD		Brush site.	Chipping	Grinding brush.	RD-1240-15	2/23/15
<b>Signs</b>						
AMMANN RD		@ 2.85 miles.	Animal Remains	Dead deer. Placed lime on it.	SI-1085-15	2/9/15
AMMANN RD		@ 2.5 miles.	Animal Remains	Dead deer. Placed lime on it.	SI-1086-15	2/9/15
CASCADE CAVERNS RD		From .37 to .59 miles.	Relocate	Move County Maintenance sign. From .37 to .59.	SI-1137-15	2/17/15
DREW LN		Fabricate at shop.	Fabricate	New private road street name sign.	SI-1094-15	2/6/15
DREW LN		@ .01 miles.	Install	Install new private road sign.	SI-1152-15	2/19/15
HERFF RD		@ .1 miles.	Relocate	Relocate the Temp. W.F.I.O.B. sign.	SI-1091-15	2/9/15
HERFF RD		@ .01 miles.	Remove	Change to private. Remove stop sign.	SI-1129-15	2/12/15
HERFF RD		@ .01 miles.	Remove	Change to private. Remove yield sign.	SI-1130-15	2/12/15



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Signs</b>						
HERFF RD		@ .01 miles.	Relocate	Change to private. Relocate stop sign.	SI-1131-15	2/12/15
HERFF RD		@ .03 miles.	Remove	Remove Speed limit sign on old Herff Rd.	SI-1132-15	2/12/15
HERFF RD		@ .04 miles.	Replace	Change left turn to dead end.	SI-1133-15	2/12/15
HERFF RD		@ .1 miles.	Repair Sign Support	Repair support on WFIOB sign.	SI-1168-15	2/26/15
MALLARD DR	129	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1077-15	2/3/15
NOEL CT		@ .02 miles.	Delineator Replace	Replace missing delineator.	SI-1084-15	2/9/15
OAKRIDGE DR		@ 1.05 miles.	Replace Sign	Replace chevron signs and supports.	SI-1124-15	2/11/15
PRADO XING		@ .04 miles.	Relocate	Road ends 500 feet.	SI-1134-15	2/13/15
PRADO XING		@ .45 and .7 miles.	Install	Retention stacks.	SI-1151-15	2/19/15
RED OAK DR	504	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1150-15	2/18/15
VALLERIE LN		@ .15 miles.	Install	Install two missing delineators.	SI-1104-15	2/5/15
<b>Total WO's For Pct 2</b>		<b>41</b>				



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct</b>		<b>3</b>				
<b>Brush</b>						
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1294-15	2/26/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1295-15	2/26/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1296-15	2/26/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1297-15	2/26/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1298-15	2/26/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1299-15	2/27/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1300-15	2/27/15
FM 3351 N	1133		Mulch	Give away free mulch.	RD-1301-15	2/27/15
<b>Maintenance</b>						
N SCHOOL ST	1015		Ditch Maintenance	Set grade for driveway swell	RD-1169-15	2/10/15
N SCHOOL ST		@ .37 miles.	Road Surface	Patch shoulder of road.	RD-1239-15	2/23/15
RIDGE VIEW DR		@ .15 miles.	Road Surface	Dig out soft spot.	RD-1134-15	2/4/15
RIDGE VIEW DR		@ .17 miles.	Road Surface	Dig out soft spot.	RD-1151-15	2/5/15
RIDGE VIEW DR	106		Road Surface	Dig out soft spot.	RD-1156-15	2/6/15
SUMMIT TRL	543		Ditch Maintenance	Replace culvert pipe in driveway.	RD-1150-15	2/5/15
SUMMIT TRL	543		Ditch Maintenance	Reshape ditch line.	RD-1167-15	2/6/15
<b>Miscellaneous</b>						
FM 1376		@ 6.09 miles.	Haul equipment	Haul equipment to Summit Trail.	RD-1163-15	2/10/15
VARIOUS RD		Old Blanco, Sattler, Edge Falls, Wengenroth.	Roadway Inspection	Check various roads for freezing.	RD-1258-15	2/28/15
<b>Signs</b>						
C.W. RANCH ROAD		Fabricate at shop.	Fabricate	New private road street name sign.	SI-1095-15	2/6/15
CHAPEL HL		@ .01 miles.	Replace Sign	Replace broken off delineator.	SI-1144-15	2/17/15
CRABAPPLE RD		@ 2.29 miles.	Install	Install new chevron.	SI-1111-15	2/4/15
CRABAPPLE RD		@ 3.2 miles.	Delineator Repair	Repair down delineator.	SI-1112-15	2/4/15
FM 1376		@ 21.47 miles.	Replace Sign	Replace missing burn ban sign.	SI-1145-15	2/17/15
FOSTER RD		@ .01 miles.	Repair Sign Support	Missing and bent street name and pole.	SI-1090-15	2/9/15
FOSTER RD		@ .01 miles.	Relocate	Relocate for visibility.	SI-1135-15	2/13/15
FOSTER RD		@ .03 miles.	Install	Install Watch For Children.	SI-1136-15	2/13/15
GUADALUPE BND	2182	Fabricate at shop.	Fabricate	911 Address plate.	SI-1147-15	2/18/15
LAZY B ROAD		Fabricate at shop.	Fabricate	New Private Road sign.	SI-1148-15	2/19/15
LAZY B ROAD		@ .01 miles.	Install sign	Install new private road sign.	SI-1149-15	2/19/15
OLD BLANCO RD		@ 3.5 miles.	Trim Brush	Trim brush for visibility of left curve sign.	SI-1113-15	2/4/15
RIDGE VIEW DR		@ .01 miles.	Replace Support	Replace support and pole.	SI-1105-15	2/5/15
SEVEN SISTERS DR		@ 1.4 miles.	Delineator Replace	Remove old and install new delineator.	SI-1110-15	2/4/15
WENGENROTH RD	202	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1126-15	2/11/15

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Total WO's For Pct</b>		<b>3</b>	<b>32</b>			



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Precinct 4</b>						
<b>Brush</b>						
FABRA ST		@ .0 to .1 miles.	Right-of-Way Clearing	Trim low hanging limbs.	RD-1132-15	2/4/15
FABRA ST		@ .2 to .3 miles.	Right-of-Way Clearing	Remove trees, low limbs, in ROW for visibility.	RD-1152-15	2/5/15
OLD COMFORT RD		@ .0 to .1 miles.	Right-of-Way Clearing	Trim low limbs in R.O.W.	RD-1192-15	2/13/15
OLD COMFORT RD		@ .1 to .4 miles.	Right-of-Way Clearing	Trim low limbs in R.O.W.	RD-1193-15	2/17/15
OLD COMFORT RD		@ .4 to .8 miles.	Right-of-Way Clearing	Trim low hanging limbs off roadway.	RD-1223-15	2/18/15
OLD COMFORT RD		@ .6 to .7 miles.	Right-of-Way Clearing	Trim low limbs, remove small trees.	RD-1225-15	2/19/15
OLD COMFORT RD		From .8 to 1.3 miles	Right-of-Way Clearing	Cut low limbs and brush on ROW.	RD-1238-15	2/20/15
OLD COMFORT RD		From 1.5 to 1.6 miles.	Right-of-Way Clearing	Trim low hanging limbs.	RD-1246-15	2/24/15
<b>Contractor Work</b>						
FABRA ST		#518, 440, 424, 300, 266.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1259-15	2/25/15
HIGH ST		From box 1 to Lindner Ave.	Crackseal repair	Seal cracks in pavement.	RD-1138-15	2/2/15
HIGH ST		#914, 928.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1260-15	2/26/15
MILL DAM RD		#2, 3.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1263-15	2/26/15
PANKRATZ RD	11		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1262-15	2/26/15
SEVENTH ST		#112, 111, 109, 107, @ Twin Oaks.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-1261-15	2/26/15
WARING WELFARE RD	101		Pothole Repair; Contractor	Repair potholes.	RD-1203-15	2/20/15
<b>Maintenance</b>						
FABRA LN		@ .02 miles.	Ditch Maintenance	Top driveways with 330 D material.	RD-1135-15	2/4/15
FABRA LN		@ .03 miles.	Ditch Maintenance	Clean ditch line.	RD-1206-15	2/10/15
FABRA ST		@ .2miles.	Driveway Work	Repair driveway at Boerne Cemetery.	RD-1146-15	2/2/15
FABRA ST		@ .3 miles.	Driveway Work	Repair driveway at Boerne Cemetery.	RD-1127-15	2/3/15
FABRA ST		@ .3miles.	Ditch Maintenance	Shoot grade to repair drainage ditch.	RD-1147-15	2/4/15
FABRA ST		@ .04 miles.	Ditch Maintenance	Clean ditch below cemetery.	RD-1170-15	2/10/15
FIFTH ST		@ Broadway.	Ditch Maintenance	Fill in holes in Right of Way.	RD-1235-15	2/20/15
FLAT ROCK CREEK RD	243		Ditch Maintenance	Clean up in front of culvert and repair road edge.	RD-1144-15	2/2/15
FLAT ROCK CREEK RD	310		Ditch Maintenance	Fill in washout and clean shoulder.	RD-1145-15	2/2/15
GRAPE CREEK RD	3498		Road Surface	Fix pothole at swell.	RD-1154-15	2/6/15
GREEN CEDAR RD	9		Mailbox or Driveway	Repair mailbox approach.	RD-1221-15	2/18/15
GREEN CEDAR RD	2		Clean out culvert	Clean out culvert pipe ends.	RD-1228-15	2/19/15
GREEN CEDAR RD	9		Mailbox or Driveway	Repair mailbox approach and drainage ditch.	RD-1229-15	2/19/15
MARQUARDT RD		@ 2.6 miles.	Road Surface	Dug up soft spot in road.	RD-1130-15	2/3/15
MARQUARDT RD		@ 1.1 miles.	Road Surface	Dug up soft spot in road.	RD-1131-15	2/3/15
RIDGE VIEW DR		@ .17 miles.	Road Surface	Use 330 type D to level up patch.	RD-1160-15	2/9/15
WARING WELFARE RD	101		Road Surface	Repair pothole.	RD-1187-15	2/13/15
WARING WELFARE RD	101		Road Surface	Repair soft spot in road.	RD-1215-15	2/17/15



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Maintenance</b>						
WARING WELFARE RD		@ Oak Trail.	Ditch Maintenance	Clean out driveway and drainage ditch.	RD-1222-15	2/18/15
WARING WELFARE RD	101		Road Surface	Cut asphalt for Texas Road Repair patch.	RD-1237-15	2/20/15
<b>Miscellaneous</b>						
GRAPE CREEK RD		@ 3.3 miles.	Labor Various	Shoot grades for drainage issue.	RD-1266-15	2/24/15
OLD COMFORT RD	3		Training	Training on how to let down truck hoods.	RD-1124-15	2/3/15
OLD COMFORT RD	3	Yard.	Labor Various	Circulate AEP in tanks.	RD-1137-15	2/3/15
OLD COMFORT RD	3		Haul equipment	Move blade to Animal Control.	RD-1164-15	2/10/15
OLD COMFORT RD	3		Data Collection	Job interview for R&B opening.	RD-1184-15	2/11/15
OLD COMFORT RD	3		Labor Various	Demoing a 60lb jack hammer at shop.	RD-1211-15	2/12/15
OLD COMFORT RD	3	Fabricate at shop.	Labor Various	Fabricate new stensils for traffic markings.	RD-1242-15	2/23/15
OLD COMFORT RD	3		Training	Training on walk arounds.	RD-1243-15	2/24/15
OLD COMFORT RD	3		Labor Various	Build cat walk for oil tanks.	RD-1271-15	2/24/15
OLD COMFORT RD	3		Training	Pre and post trip training.	RD-1245-15	2/24/15
OLD COMFORT RD	3		Labor Various	Build cat walk for oil tanks.	RD-1252-15	2/25/15
<b>Non Road and Bridge</b>						
COMMERCE AVE	123		Labor Various	Work on parking lot pad.	RD-1293-15	2/26/15
COMMERCE AVE	123		Labor Various	Work on parking lot pad.	RD-1303-15	2/27/15
FM 1621	11		Labor Various	Haul water tanker to FM 1621 for house fire.	RD-1248-15	2/23/15
FM 289	648		Work Subgrade	Haul equipment to 4-H facility.	RD-1148-15	2/4/15
FM 289	648		Labor Various	Pump water at 4-H arena.	RD-1166-15	2/6/15
FM 289	648		Labor Various	Move black dirt pile to other stage area.	RD-1157-15	2/9/15
FM 289	648		Labor Various	Remove blk dirt off hill. Knock down Caliche.	RD-1158-15	2/9/15
FM 289	648		Labor Various	Move caliche pile. Move top soil.	RD-1173-15	2/10/15
FM 289	648		Labor Various	Move black dirt to new staging area.	RD-1174-15	2/10/15
FM 289	702		Labor Various	Build parking lot for animal control.	RD-1175-15	2/11/15
FM 289	648		Labor Various	Move top soil and pile up.	RD-1176-15	2/11/15
FM 289	648		Labor Various	Shoot grade for darinage, Water arena floor.	RD-1177-15	2/11/15
FM 289	702	Animal Control	Labor Various	Build pad for Animal Control.	RD-1185-15	2/12/15
FM 289	702		Labor Various	Build pad for animal control.	RD-1182-15	2/12/15
FM 289	648		Ditch Maintenance	Work on ditch line. Move dirt pile.	RD-1212-15	2/12/15
FM 289	702		Labor Various	Haul equipment to Animal Control.	RD-1291-15	2/12/15
FM 289	648		Ditch Maintenance	Work on ditch line and pad site.	RD-1213-15	2/13/15
FM 289	702	Animal Control	Labor Various	Build pad at Animal Control.	RD-1188-15	2/13/15
FM 289	648		Labor Various	Haul equipment.	RD-1189-15	2/13/15
FM 289	648		Labor Various	Haul equipment to job site.	RD-1190-15	2/13/15
FM 289	702	Animal Control.	Labor Various	Build pad at Animal Control.	RD-1194-15	2/17/15
FM 289	648		Labor Various	Work on parking lot pad. Shoot grade.	RD-1217-15	2/17/15



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Non Road and Bridge</b>						
FM 289	648		Labor Various	Work on ditch line and parking lot.	RD-1218-15	2/18/15
FM 289	702		Labor Various	Build pad at animal control.	RD-1219-15	2/18/15
FM 289			Labor Various	Build drive for trailer.	RD-1227-15	2/19/15
FM 289	648		Labor Various	Cut dirt out for drainage.	RD-1231-15	2/19/15
FM 289	702		Labor Various	Build pad for trailer.	RD-1234-15	2/20/15
FM 289	648		Labor Various	Work on north end parking lot.	RD-1236-15	2/20/15
FM 289	702		Labor Various	Build turnaround for trailer.	RD-1241-15	2/23/15
FM 289	648		Labor Various	Work on north side parking lot.	RD-1249-15	2/23/15
FM 289	648		Labor Various	Work on west side parking lot.	RD-1250-15	2/24/15
FM 289	702		Labor Various	Build driveway for trailer.	RD-1244-15	2/24/15
FM 289	702		Labor Various	Build pad for trailer.	RD-1247-15	2/25/15
FM 289	648		Tree Removal	Dig up small trees and haul to Joshua Park.	RD-1253-15	2/25/15
FM 289	648		Labor Various	Work on facility project	RD-1286-15	2/25/15
FM 289	648		Labor Various	Work on facility project	RD-1287-15	2/26/15
FM 289	648		Labor Various	Build pad for trailer and landscape dirt.	RD-1255-15	2/26/15
FM 289	648		Labor Various	Work on facility.	RD-1284-15	2/26/15
FM 289	648		Labor Various	Work on Facility.	RD-1285-15	2/26/15
FM 289	702		Labor Various	Build pad for trailer.	RD-1267-15	2/27/15
FM 289	648		Labor Various	Work on facility project	RD-1288-15	2/27/15
GRAPE CREEK RD	3902		Debris Removal	Moved brush pile for ASVFD pad site.	RD-1205-15	2/9/15
GRAPE CREEK RD	3902		Labor Various	Take fence and gate down for ASVFD	RD-1208-15	2/10/15
GRAPE CREEK RD	3902		Driveway Work	Dig ditch for pipe, building pad for ASVFD.	RD-1209-15	2/11/15
GRAPE CREEK RD	3902		Driveway Work	Finish culvert instillation. Start sub grade.	RD-1210-15	2/12/15
GRAPE CREEK RD	3902		Labor Various	Haul equipment to A.S.V.F.D.	RD-1292-15	2/12/15
GRAPE CREEK RD	3902		Work Subgrade	Work sub grade, hauled in fill for ASVFD pad.	RD-1214-15	2/13/15
GRAPE CREEK RD	3902		Work Subgrade	Work sub grade for ASVFD water storage pad.	RD-1216-15	2/17/15
GRAPE CREEK RD	3902		Work Subgrade	Hauled fill for ASVFD water storage pad.	RD-1224-15	2/18/15
GRAPE CREEK RD	3902		Work Subgrade	Haul dirt on pad, set blue tops to finish grade.	RD-1230-15	2/19/15
GRAPE CREEK RD	3902		Work Base	Haul base for ASVFD water storage pad.	RD-1233-15	2/20/15
GRAPE CREEK RD	3902		Work Base	Set blue tops, slush roll base ASVFD pad.	RD-1265-15	2/23/15
GRAPE CREEK RD	3902		Work Base	Water and roll base.	RD-1251-15	2/24/15
GRAPE CREEK RD	3902		Concrete Work	Form for concrete pipe in driveway for ASVFD.	RD-1254-15	2/25/15
GRAPE CREEK RD	3902		Concrete Work	Jack hammer rock and set forms.	RD-1256-15	2/26/15
GRAPE CREEK RD	3902		Work Base	finish pad, clean ditch, dress up area.	RD-1257-15	2/27/15
OLD COMFORT RD	3	Fabricate at shop.	Labor Various	Cut,weld, drill holes in tubing for stud.	RD-1149-15	2/4/15
WARING RD	7		Labor Various	Put sand in pad for WVFD.	RD-1159-15	2/9/15
WARING RD	7	Waring Fire Department.	Labor Various	Spread sand for WVFD pad.	RD-1207-15	2/10/15

## Signs

Tuesday, March 17,2015



Route	Address	Location	Activity	Details	W.O. No	Date
ALLEN RD		@ .03 miles.	Install	Install 3 bases for chevrons.	SI-1078-15	2/3/15
ALLEN RD		At Shop.	Fabricate	Fabricate chevron brackets.	SI-1079-15	2/3/15
ALLEN RD		@ .03 miles.	Install	Install chevrons and poles.	SI-1080-15	2/3/15
ALLEN RD		@ .01 to .04 miles.	Brush Removal	Remove brush cut around guard rail.	SI-1076-15	2/3/15
BIERMANN RD		@ 0.01 miles.	Replace Sign	Install private Rd sign, no outlet, private drive.	SI-1118-15	2/10/15
BISON RDG	105	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1074-15	2/2/15
BISON RDG	111	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1075-15	2/2/15
BROADWAY		@ .12 miles.	Delineator Repair	Replace bent delineator.	SI-1108-15	2/5/15
BROADWAY		@ .01 miles.	Replace Sign	W.F.W.O.R. Changed to road may flood.	SI-1099-15	2/6/15
BROADWAY		@ .2 miles.	Replace Sign	W.F.W.O.R. Changed to road may flood.	SI-1100-15	2/6/15
CYPRESS CREEK RD		@ .3 miles.	Replace Sign	Replace old sign with new verbage sign.	SI-1096-15	2/6/15
CYPRESS CREEK RD		@.01 miles.	Delineator Repair	Repair delineator.	SI-1154-15	2/18/15
CYPRESS CREEK RD		@.28 miles.	Install	Install object markers.	SI-1155-15	2/18/15
FIFTH ST		@ .4 miles.	Delineator Repair	Repair delineator.	SI-1171-15	2/26/15
FLAT ROCK CREEK RD		@ 3.0 miles.	Delineator Replace	Remove old and install new delineators.	SI-1109-15	2/5/15
FLAT ROCK CREEK RD		@ 2.5 miles.	Delineator Replace	Remove and replace old delineators.	SI-1106-15	2/5/15
GRAPE CREEK RD		@ 3.5 miles.	Place or Remove Temp Sign	Place temp be prepared to stop sign.	SI-1138-15	2/13/15
GRAPE CREEK RD		@ 2.5 miles.	Place or Remove Temp Sign	Road work ahead and end work signs placed.	SI-1141-15	2/13/15
GRAPE CREEK RD		@ 2.8 miles.	Place or Remove Temp Sign	Be prepared to stop sign placed.	SI-1142-15	2/13/15
GRAPE CREEK RD		@ 3.7 miles.	Place or Remove Temp Sign	Road work ahead, end road work signs	SI-1143-15	2/13/15
GRAPE CREEK RD		@ 3.15 miles	Install	Install Firetruck/Hidden Entrance sign.	SI-1158-15	2/20/15
GRAPE CREEK RD		@ 3.35 miles	Install	Install Firetruck/Hidden Entrance sign.	SI-1159-15	2/20/15
HIGH ST		@ .7 miles.	Replace Support	Replace bent stop sign pole.	SI-1107-15	2/5/15
HIGH STREET RD		@ 1.02 miles	Repair	Repair delineator.	SI-1160-15	2/23/15
HIS HILL LOOP ROAD		Fabricate at shop.	Fabricate	Fabricate new private road sign.	SI-1162-15	2/24/15
HIS HILL LOOP ROAD		@ .01 miles.	Install	Install private road sign.	SI-1165-15	2/24/15
LOOP 1087		@ .18 miles.	Replace	Replace sign support and poles.	SI-1098-15	2/6/15
MAIN ST		@ .54 miles	Replace	Replace delineator.	SI-1161-15	2/23/15
MARTA RD		Fabricate at shop.	Fabricate	Fabricate new sign.	SI-1163-15	2/24/15
MILL DAM RD		Fabricate at shop.	Fabricate	Fabricate new sign.	SI-1164-15	2/24/15
MILL DAM RD		@ 1.05 miles.	Install	Install new road sign.	SI-1166-15	2/24/15
MILL DAM RD		@ .72 miles.	Replace Support	Weld broken wing on cattle guard.	SI-1170-15	2/26/15
NORTH CREEK LP		@ 1.15 miles.	Trim Brush	Trim brush for visibility of sign.	SI-1097-15	2/6/15
NORTH CREEK RD		@ 1.17 miles.	Install sign	Street name.	SI-1088-15	2/9/15
OLD #9 HWY		@ 9.4 miles.	Delineator Replace	1 bent over and 1 missing delineator.	SI-1139-15	2/13/15
OLD #9 HWY		@ 6.6 miles.	Delineator Replace	Delineator bent over and visibility issue.	SI-1140-15	2/13/15



Route	Address	Location	Activity	Details	W.O. No	Date
<b>Signs</b>						
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Fabricate new street name sign for Zoeller Ln.	SI-1101-15	2/6/15
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Fabricate new Waring-Welfare Rd. sign.	SI-1102-15	2/6/15
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Street name @ end of North Creek Rd.	SI-1087-15	2/9/15
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Weld flat steel to pole. For Biermann Rd.	SI-1116-15	2/10/15
OLD COMFORT RD	3	Fabricate at shop.	Fabricate	Fabricate Private Biermann Road sign.	SI-1117-15	2/10/15
RIVER OAKS RD	522	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1156-15	2/19/15
ROCKY TOP RD	121	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1127-15	2/11/15
SABINAS MOUNTAIN		Fabricate at shop.	Fabricate	Fabricate 911 address plate for 77A.	SI-1167-15	2/24/15
SECOND ST		@ .2 miles.	Replace Support	Replace sign support. For stop and street sign.	SI-1169-15	2/26/15
TOWER RD		@ 2.26 miles	Remove	Remove downed limb.	SI-1157-15	2/20/15
UPPER SISTERDALE RD		@ 5.8 miles.	Repair Sign Support	Repair Cattle Crossing sign and support.	SI-1119-15	2/10/15
UPPER SISTERDALE RD		@ 6.5 miles.	Repair Sign Support	Replace W.F.W.O.R. with road may flood.	SI-1120-15	2/10/15
UPPER SISTERDALE RD		@ 6.2 miles.	Repair Sign Support	Replace sign and support.	SI-1121-15	2/10/15
UPPER SISTERDALE RD		@ 6.2 miles.	Replace Sign	Replace Cattle Crossing sign.	SI-1122-15	2/10/15
UPPER SISTERDALE RD		@ 6.2 miles.	Replace Sign	Replace W.F.W.O.R. with Road May Flood.	SI-1123-15	2/10/15
UPPER SISTERDALE RD		@ 6.8 miles.	Delineator Repair	Remove and replace for building moving.	SI-1146-15	2/17/15
VALLEY RD		@.1 miles.	Install	Replace sign support and pole.	SI-1153-15	2/18/15
VALLEY VIEW TRL	131	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1092-15	2/9/15
WILD TURKEY BLVD	411	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-1093-15	2/9/15
ZOELLER LN		@ 1.4 miles.	Install	Install u channel and new chevron.	SI-1114-15	2/4/15
ZOELLER LN		@ 4.4 miles.	Install	Replace pole and sign.	SI-1115-15	2/4/15
ZOELLER LN		@ .01 miles.	Install sign	Missing and bent street name and pole.	SI-1089-15	2/9/15
<b>Total WO's For Pct 4</b>		<b>163</b>				



<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b><i>Precinct</i>      <i>COB</i></b>						
<b>Non Road and Bridge</b>						
CHARGER BLVD	202	Brush site.	Chipping	Grinding brush.	RD-1171-15	2/10/15
<b>Total WO's For Pct   COB</b>		<b>1</b>				

<u>Route</u>	<u>Address</u>	<u>Location</u>	<u>Activity</u>	<u>Details</u>	<u>W.O. No</u>	<u>Date</u>
<b>Total Work Orders</b>	<b>245</b>					





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/23/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Consideration and approval of Data Use Agreement - Remote Births
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office, Darlene Herrin, County Clerk
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 230
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and approval of the Data Use Agreement between the Texas Health and Human Services Enterprise and Kendall County for Issuance of Birth Certificates for persons born in Texas
<b>REASON FOR AGENDA ITEM</b>	Pursuant to changes in federal law, the Texas Department of State Health Services (DSHS), as part of the Health and Human Services Enterprise, is requiring its contractors to execute the Data Use Agreement (DUA) for its contracts or agreements which DSHS provides, gives access to, or transmits Confidential Information (CI) to a contractor.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Public
<b>ADDITIONAL INFORMATION</b>	The Remote Birth Certification enables the County Clerk to issue birth certificates to persons born in the State of Texas.

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

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and KENDALL COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-045735-001 in Travis County, Texas (the "Base Contract").

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

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 164.508(2)(ii)(A) This DUA also describes HHS'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 HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, 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 HHS 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 HHS 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.504(e)(2)(i)

(B) CONTRACTOR will not, without HHS'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.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS 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 HHS upon request. 45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. *45 CFR 164.504(a),(c)(e) and (f)*

(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 HHS 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 express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains 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 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)*

(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 HHS in a Designated Record Set or, as directed by HHS, 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 HHS for amendment and incorporate any amendments to this information that HHS 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 HHS 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 HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. *45 CFR 164.504(e)(2)*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS 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 HHS, use PHI to provide data aggregation services to HHS, 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 HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, 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 HHS 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 HHS 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(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 transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhscx.hhsc.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS 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 HHS Confidential Information and will provide the updated document to HHS. HHS 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 HHS 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. *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 HHS, 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; 164.514(d)*

(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 HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS'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)(1)(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. HHS 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 and/or Encryption must be produced to HHS no later than 48 hours after HHS'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 HHS 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 HHS program area that CONTRACTOR supports on behalf of HHS.

#### ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

##### Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

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

(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 HHS's satisfaction (the "incident response period"). 45 CFR 164.404.

(C) Breach Notice:

1. Initial Notice.

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 HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; 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 HHSC-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 HHS for, CONTRACTOR's single point of contact who will communicate with HHS 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 HHS 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 HHS's approval as to the steps Individuals and/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 HHS, 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 HHS requests following Discovery.

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

(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 HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS'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 HHS in a Corrective Action Plan if directed by HHS 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) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS'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 HHS, 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 HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS 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 HHS delegates notice requirements to CONTRACTOR, HHS 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 HHS 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 HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 HHS Commitment and Obligations**

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

### **Section 6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, 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, HHS's agent(s) include, without limitation, the HHS 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 be effective on the date on which CONTRACTOR executes the DUA, 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) HHS 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 HHS.

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

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/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 HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; 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, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS 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 HHS, 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 HHS 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 HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS 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***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) 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 HHS 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. 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)    In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

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

**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 and/or indemnify HHS, 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 HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ARTICLE 7. AUTHORITY TO EXECUTE**

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

**TEXAS HEALTH AND HUMAN SERVICES**

**CONTRACTOR**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 201 .

DATE: \_\_\_\_\_, 201 .

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER 2015-045735-001**

The DUA between HHS 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 CONTRACTOR 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 HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS 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 HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS 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 HHS 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 HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR'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: \_\_\_\_\_



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 3/23/2015  
OPEN SESSION

SUBJECT	Law Enforcement Center
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	30 minutes
WORDING OF AGENDA ITEM	Presentation by Wiginton Hooker Jeffry and action as necessary concerning the results of the study of the Law Enforcement Center.
REASON FOR AGENDA ITEM	To determine course of action for the Law Enforcement Center
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Sheriff's office
ADDITIONAL INFORMATION	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/23/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2014 Annual Audit
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor Keith Neffendorf, Neffendorf, Knopp, Doss & Company, P.C.
<b>PHONE # OR EXTENSION #</b>	Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	20 - 25 Minutes
<b>WORDING OF AGENDA ITEM</b>	Review and accept the Fiscal Year 2014 Annual Audit.
<b>REASON FOR AGENDA ITEM</b>	To approve the FY2014 annual audit.
<b>IS THERE DOCUMENTATION</b>	Yes PRELIMINARY COPY can be found under the Financial Transparency Link and on the County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	County Auditor, Commissioners Court, All County Departments and the General Public
<b>ADDITIONAL INFORMATION</b>	The PRELIMINARY COPY will be replaced on Monday, March 23, 2015 with the FINAL COPY.