



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for September 28, 2015.
REASON FOR AGENDA ITEM	To approve the Minutes from previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION**

SUBJECT	Present 4-H Star Awards
DEPARTMENT & PERSON MAKING REQUEST	Texas A&M AgriLife Extension Service - Jana Osbourn, County Extension Agent - Family & Consumer Sciences and Stephen Zoeller, County Extension Agent - Agriculture/Natural Resources
PHONE # OR EXTENSION #	830-249-9343 #362 or #361
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	4-H Members are presented with their 4-H Star Awards
REASON FOR AGENDA ITEM	Recognition of Star Awards to 4-H Members
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Retirement Recognition for Terry Anderson, County Engineer
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Recognition of Terry Anderson, County Engineer, on his retirement.
REASON FOR AGENDA ITEM	Terry Anderson, County Engineer, is retiring after 12 years with the County.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/13/2015 OPEN SESSION	
SUBJECT	National American Indian Heritage Month
DEPARTMENT & PERSON MAKING REQUEST	Amy Vandiver, Native American Committee Chair, Daughters of the American Revolution Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 212
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming November as National American Indian Heritage Month in Kendall County.
REASON FOR AGENDA ITEM	The National Society Daughters of the American Revolution asked the County to recognize the influence on the history and culture of the United States of America by American Indians and indigenous peoples.
IS THERE DOCUMENTATION	Yes, the proclamation
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



National Society Daughters of the American Revolution

Lynn Forney Young, President General

AMERICAN INDIANS COMMITTEE— Frances Broaddus Crutchfield, National Chair
1196 Huguenot Trail, Midlothian, VA 23113-9114 * Phone: (804) 794-3948 * E-mail: oldscouts2@aol.com

AMERICAN INDIANS COMMITTEE PROCLAMATION NATIONAL AMERICAN INDIAN HERITAGE MONTH

***WHEREAS, THE HISTORY AND CULTURE OF OUR GREAT NATION HAVE BEEN SIGNIFICANTLY INFLUENCED BY AMERICAN INDIANS AND INDIGENOUS PEOPLES;
AND***

WHEREAS, THE CONTRIBUTIONS OF AMERICAN INDIANS HAVE ENHANCED THE FREEDOM, PROSPERITY, AND GREATNESS OF AMERICA TODAY; AND

***WHEREAS, THEIR CUSTOMS AND TRADITIONS ARE RESPECTED AND CELEBRATED AS PART OF A RICH LEGACY THROUGHOUT THE UNITED STATES;
AND***

WHEREAS, NATIVE AMERICAN AWARENESS WEEK BEGAN IN 1976 AND RECOGNITION WAS EXPANDED BY CONGRESS AND APPROVED BY PRESIDENT GEORGE BUSH IN AUGUST 1990, DESIGNATING THE MONTH OF NOVEMBER AS NATIONAL AMERICAN INDIAN HERITAGE MONTH; AND

WHEREAS, IN HONOR OF NATIONAL AMERICAN INDIAN HERITAGE MONTH, COMMUNITY CELEBRATIONS AS WELL AS NUMEROUS CULTURAL, ARTISTIC, EDUCATIONAL AND HISTORICAL ACTIVITIES HAVE BEEN PLANNED;

NOW THEREFORE, I, DARREL L. LUX, OF THE COMMISSIONERS COURT OF KENDALL COUNTY, BY VIRTUE OF THE AUTHORITY VESTED IN ME AS KENDALL COUNTY JUDGE, DO HEREBY PROCLAIM NOVEMBER AS THE NATIONAL AMERICAN INDIAN HERITAGE MONTH, IN KENDALL COUNTY, TEXAS, AND URGE ALL OUR CITIZENS TO OBSERVE THIS MONTH WITH APPROPRIATE PROGRAMS, CEREMONIES AND ACTIVITIES.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 13TH DAY OF OCTOBER, THE YEAR OF OUR LORD TWO THOUSAND AND FIFTEEN.

**DARREL L. LUX
KENDALL COUNTY JUDGE**



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

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

**2016 Kendall County Resolution
Indigent Defense Grant Program**

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

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

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

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

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

Adopted this _____ day of _____, 2015.

Darrel L. Lux
County Judge

Attest:

County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Cash Summary July and August 2015
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discuss and approve cash summary for July and August 2015
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING July 31, 2015

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General* & **	\$ (778,420.19)	\$ 659,868.34	\$ 1,746,707.79	\$ 1,000,000.00	\$ -	\$ (865,259.64)
11-Road and Bridge*	\$ 1,496,799.54	\$ 104,671.45	\$ 125,418.66	\$ -	\$ -	\$ 1,476,052.33
12-EMS Donations*	\$ 24,881.89	\$ 10.00	\$ 139.96	\$ -	\$ -	\$ 24,751.93
13-Courthouse Security*	\$ 118,836.98	\$ 1,779.59	\$ 109.89	\$ -	\$ -	\$ 120,506.68
14-Animal Facility Donations*	\$ 12,449.88	\$ 419.71	\$ 41.48	\$ -	\$ -	\$ 12,828.11
15-Lateral Road & Bridge*	\$ 129,335.80	\$ -	\$ -	\$ -	\$ -	\$ 129,335.80
16-Court Reporter Service*	\$ 60,558.75	\$ 960.00	\$ 279.00	\$ -	\$ -	\$ 61,239.75
17-Hot Check*	\$ 20,920.64	\$ 535.08	\$ -	\$ -	\$ -	\$ 21,455.72
18-911 Project*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-Records Mgmt(Cnty Clerk)*	\$ 331,394.36	\$ 10,082.21	\$ 6,705.33	\$ -	\$ -	\$ 334,771.24
20-Law Library*	\$ 11,717.04	\$ 2,240.00	\$ 845.70	\$ -	\$ -	\$ 13,111.34
21-Justice Court Technology*	\$ 18,480.35	\$ 468.69	\$ -	\$ -	\$ -	\$ 18,949.04
22-Justice Court Bldg Security*	\$ 19,796.03	\$ 114.18	\$ -	\$ -	\$ -	\$ 19,910.21
23-County & District Technology*	\$ 7,060.52	\$ 268.27	\$ -	\$ -	\$ -	\$ 7,328.79
24-Alternative Dispute Resolution*	\$ 5,735.21	\$ 1,075.00	\$ 3,270.00	\$ -	\$ -	\$ 3,540.21
25-District Clerk Records Mgmt*	\$ 64,151.90	\$ 1,705.45	\$ 4,500.00	\$ -	\$ -	\$ 61,357.35
26-County Clerk Rec. Archive Fund*	\$ 122,462.82	\$ 9,690.00	\$ -	\$ -	\$ -	\$ 132,152.82
27-Vital Statistics Records*	\$ 869.00	\$ 55.00	\$ -	\$ -	\$ -	\$ 924.00
28-Pre Trial Intervention*	\$ 5,498.00	\$ 1,096.00	\$ -	\$ -	\$ -	\$ 6,594.00
29-LEOSE Training*	\$ 41,473.14	\$ -	\$ -	\$ -	\$ -	\$ 41,473.14
33-Juv Probation-State Grant*	\$ 27,857.97	\$ -	\$ 25,063.05	\$ -	\$ -	\$ 2,794.92
34-Juv Probation Title IV E*	\$ 84,636.99	\$ -	\$ 150.55	\$ -	\$ -	\$ 84,486.44
35-Juvenile Probation*	\$ (89,873.26)	\$ 240.20	\$ 9,747.75	\$ -	\$ -	\$ (99,380.81)
41-MVDIT Interest*	\$ 787.12	\$ -	\$ -	\$ -	\$ -	\$ 787.12
42-Special Election Fund*	\$ 19,449.42	\$ -	\$ -	\$ -	\$ -	\$ 19,449.42
50-Crime Victims Grant*	\$ (41,234.92)	\$ 28,370.48	\$ 8,907.50	\$ -	\$ -	\$ (21,771.94)
80-Tobacco Settlement *	\$ 35,280.24	\$ -	\$ -	\$ -	\$ -	\$ 35,280.24
81-Historical Commission*	\$ 12,283.38	\$ -	\$ -	\$ -	\$ -	\$ 12,283.38
82-Economic Development Corp.*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles*	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees*	\$ 246,351.25	\$ 41,428.90	\$ 86,409.27	\$ -	\$ -	\$ 201,370.88
62-Series 2007 Lim.TaxGen	\$ 29,951.17	\$ 1,732.48	\$ -	\$ -	\$ -	\$ 31,683.65
63-Series 2013 UnLim.Tax Road Bond	\$ 86,269.63	\$ 4,403.03	\$ -	\$ -	\$ -	\$ 90,672.66
64-Series 2014 Limited Tax Rfnding	\$ 72,399.71	\$ 3,662.50	\$ -	\$ -	\$ -	\$ 76,062.21
71-Herff Road Project	\$ 141,980.21	\$ 0.54	\$ 121,984.75	\$ -	\$ -	\$ 19,996.00
90-Trust Account	\$ 745.39	\$ 0.01	\$ -	\$ -	\$ -	\$ 745.40
96-TCDP Disaster Recovery	\$ (2,946.47)	\$ 25,000.04	\$ 25,000.00	\$ -	\$ -	\$ (2,946.43)
85-Local S.O. Forfeiture	\$ 2,477.76	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.78
87-Federal S.O. Forfeiture	\$ 233,492.73	\$ 1.78	\$ -	\$ -	\$ -	\$ 233,494.51
CASH BALANCES	\$ 2,578,862.73	\$ 899,878.95	\$ 2,165,280.68	\$ 1,000,000.00	\$ -	\$ 2,313,461.00

* Note-General Fund Bank Account Total \$1,861,275.22, ** Transfer from Logic

Corinna Speer

10/6/15

KENDALL COUNTY SUMMARY OF CASH BALANCES

FOR THE MONTH ENDING August 31, 2015

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General* & **	\$ (865,259.64)	\$ 565,778.86	\$ 1,474,293.63	\$ 1,000,000.00	\$ -	\$ (773,774.41)
11-Road and Bridge*	\$ 1,476,052.33	\$ 55,575.49	\$ 81,376.46	\$ -	\$ -	\$ 1,450,251.36
12-EMS Donations*	\$ 24,751.93	\$ 35.00	\$ 139.96	\$ -	\$ -	\$ 24,646.97
13-Courthouse Security*	\$ 120,506.68	\$ 1,727.37	\$ 28.89	\$ -	\$ -	\$ 122,205.16
14-Animal Facility Donations*	\$ 12,828.11	\$ 219.49	\$ 144.41	\$ -	\$ -	\$ 12,903.19
15-Lateral Road & Bridge*	\$ 129,335.80	\$ -	\$ -	\$ -	\$ -	\$ 129,335.80
16-Court Reporter Service*	\$ 61,239.75	\$ 749.55	\$ 860.57	\$ -	\$ -	\$ 61,128.73
17-Hot Check*	\$ 21,455.72	\$ -	\$ -	\$ -	\$ -	\$ 21,455.72
18-911 Project*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-Records Mgmt(Cnty Clerk)*	\$ 334,771.24	\$ 9,609.85	\$ 149.60	\$ -	\$ -	\$ 344,231.49
20-Law Library*	\$ 13,111.34	\$ 1,748.93	\$ 1,930.90	\$ -	\$ -	\$ 12,929.37
21-Justice Court Technology*	\$ 18,949.04	\$ 577.81	\$ -	\$ -	\$ -	\$ 19,526.85
22-Justice Court Bldg Security*	\$ 19,910.21	\$ 141.47	\$ -	\$ -	\$ -	\$ 20,051.68
23-County & District Technology*	\$ 7,328.79	\$ 286.81	\$ -	\$ -	\$ -	\$ 7,615.60
24-Alternative Dispute Resolution*	\$ 3,540.21	\$ 854.55	\$ -	\$ -	\$ -	\$ 4,394.76
25-District Clerk Records Mgmt*	\$ 61,357.35	\$ 1,574.06	\$ -	\$ -	\$ -	\$ 62,931.41
26-County Clerk Rec. Archive Fund*	\$ 132,152.82	\$ 9,340.00	\$ -	\$ -	\$ -	\$ 141,492.82
27-Vital Statistics Records*	\$ 924.00	\$ 53.00	\$ -	\$ -	\$ -	\$ 977.00
28-Pre Trial Intervention*	\$ 6,594.00	\$ 1,414.00	\$ -	\$ -	\$ -	\$ 8,008.00
29-LEOSE Training*	\$ 41,473.14	\$ -	\$ 190.00	\$ -	\$ -	\$ 41,283.14
33-Juv Probation-State Grant*	\$ 2,794.92	\$ 17,806.08	\$ 13,165.58	\$ -	\$ -	\$ 7,435.42
34-Juv Probation Title IV E*	\$ 84,486.44	\$ 1.44	\$ 73.77	\$ -	\$ -	\$ 84,414.11
35-Juvenile Probation*	\$ (99,380.81)	\$ 335.00	\$ 4,495.72	\$ -	\$ -	\$ (103,541.53)
41-MVDIT Interest*	\$ 787.12	\$ -	\$ -	\$ -	\$ -	\$ 787.12
42-Special Election Fund*	\$ 19,449.42	\$ 1,011.04	\$ 260.00	\$ -	\$ -	\$ 20,200.46
50-Crime Victims Grant*	\$ (21,771.94)	\$ -	\$ 17,119.30	\$ -	\$ -	\$ (38,891.24)
80-Tobacco Settlement *	\$ 35,280.24	\$ -	\$ -	\$ -	\$ -	\$ 35,280.24
81-Historical Commission*	\$ 12,283.38	\$ -	\$ -	\$ -	\$ -	\$ 12,283.38
82-Economic Development Corp.*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles*	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees*	\$ 201,370.88	\$ 27,783.13	\$ 1,745.00	\$ -	\$ -	\$ 227,409.01
62-Series 2007 Lim.TaxGen	\$ 31,683.65	\$ 1,689.29	\$ 30,400.25	\$ -	\$ -	\$ 2,972.69
63-Series 2013 UnLim.Tax Road Bond	\$ 90,672.66	\$ 4,102.63	\$ 62,936.25	\$ -	\$ -	\$ 31,839.04
64-Series 2014 Limited Tax Rfndng	\$ 76,062.21	\$ 3,201.75	\$ 25,625.25	\$ -	\$ -	\$ 53,638.71
71-Herff Road Project**	\$ 19,996.00	\$ 0.63	\$ 312,887.33	\$ 550,000.00	\$ -	\$ 257,109.30
90-Trust Account	\$ 745.40	\$ 0.01	\$ -	\$ -	\$ -	\$ 745.41
96-TCDP Disaster Recovery	\$ (2,946.43)	\$ 226,785.89	\$ 226,785.61	\$ -	\$ -	\$ (2,946.15)
85-Local S.O. Forfeiture	\$ 2,477.78	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.80
87-Federal S.O. Forfeiture	\$ 233,494.51	\$ 310.66	\$ 6,964.50	\$ -	\$ -	\$ 226,840.67
CASH BALANCES	\$ 2,313,461.00	\$ 932,713.81	\$ 2,261,572.98	\$ 1,550,000.00	\$ -	\$ 2,534,601.83

* Note-General Fund Bank Account Total \$1,961,924.36 ** Transfer from Logic

Corinna Speer

10/7/15



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

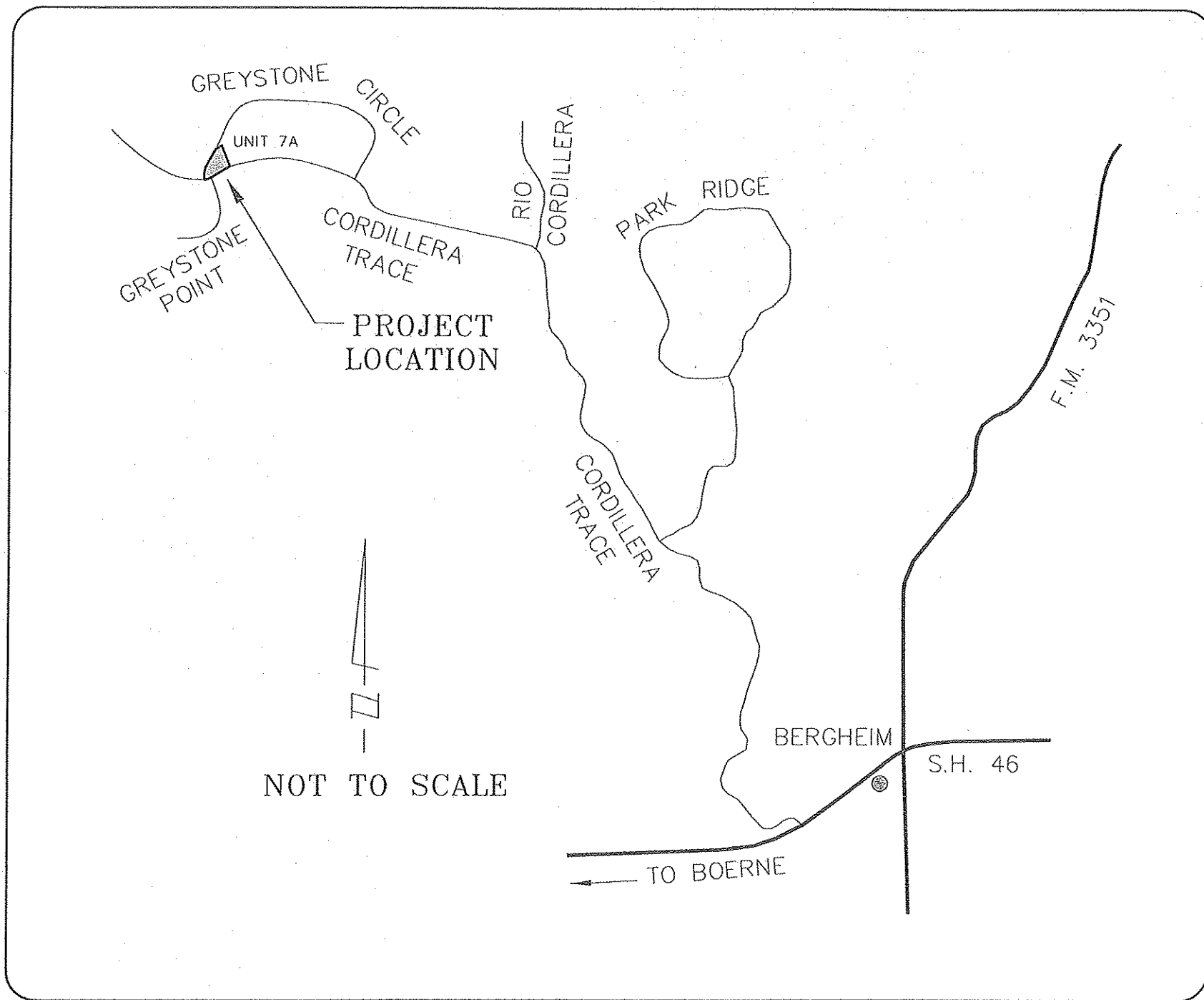
COMMISSIONER COURT DATE: 10/13/2015 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Amending Plat Lot 1 & 2, Block B, Cordillera Ranch, Unit 7A
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343, ext 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lots 1 and 2, Block B, Cordillera Ranch Unit 7A, Kendall County, Texas, in accordance to Section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate a portion of a common lot line creating Lots 1A and 2A. (Christopher P. Hill)
REASON FOR AGENDA ITEM	Relocating a portion of a common lot line creating Lots 1A & 2A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



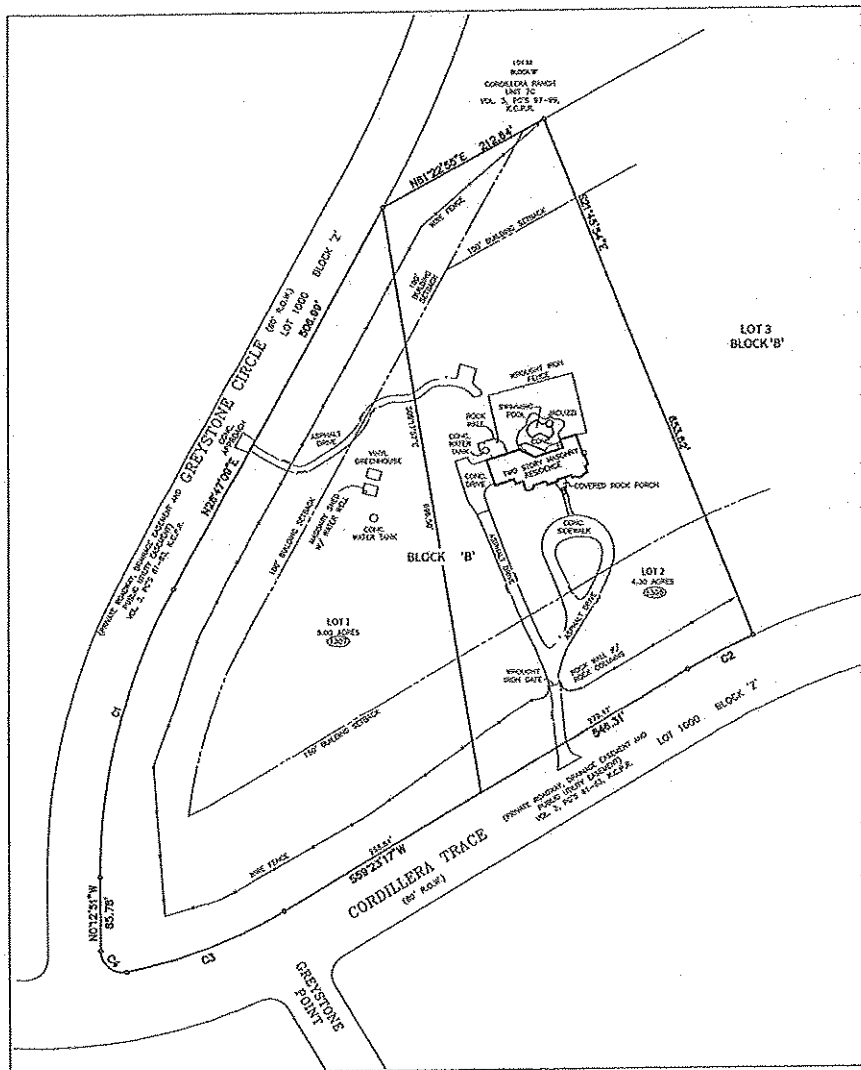
LOCATION MAP

LEGEND

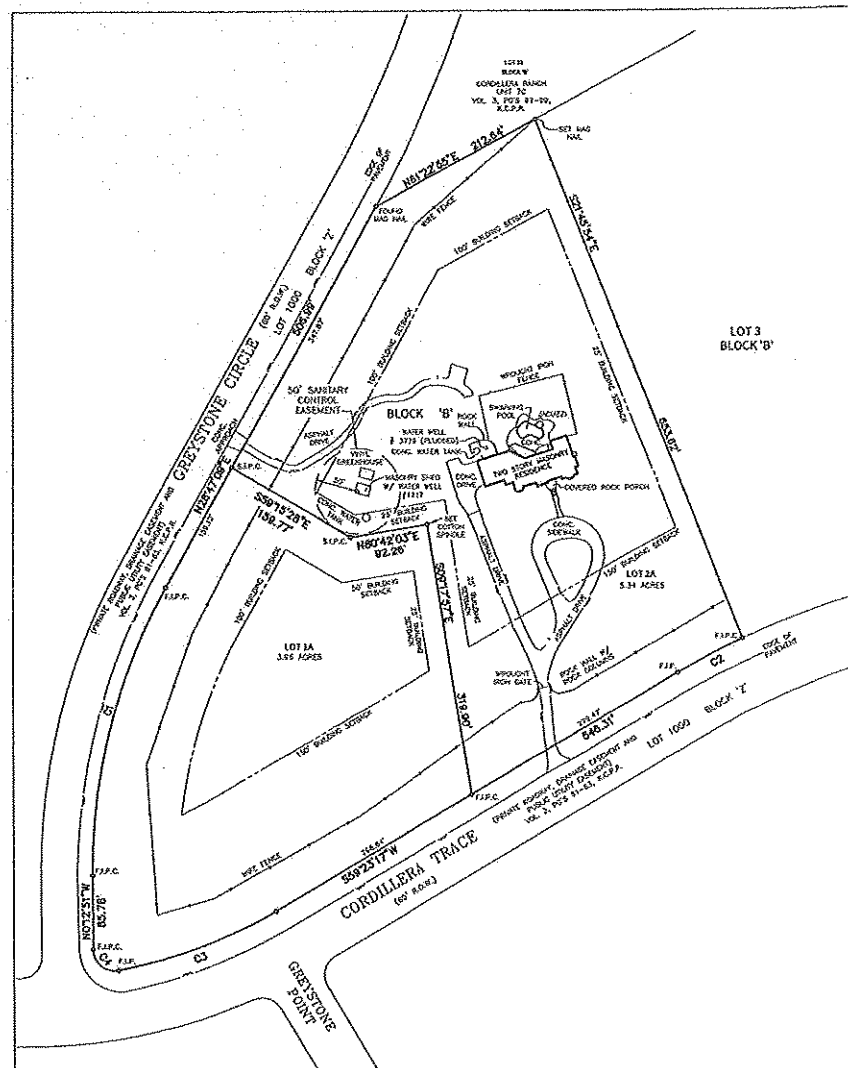
- X— = Wire Fence
- CONC. = Concrete
- F.I.P. = Found 1/2" Iron Pin
- F.I.P.C. = Found 1/2" Iron Pin with red cap stamped "MW CUDE"
- S.I.P.C. = Set 1/2" Iron pins with red cap stamped "MW CUDE"
- K.C.P.R. = Kendall County Plat Records
- (1305) = Street Address

SCALE: 1"=100'

C	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	29°00'00"	655.00'	351.73'	179.74'	N114°17'03"W	348.03'
C2	05°51'13"	845.00'	85.82'	42.93'	S62°18'53"W	85.78'
C3	20°08'11"	500.00'	196.48'	93.25'	S59°25'22"W	193.40'
C4	100°17'41"	25.00'	43.76'	23.95'	N50°21'42"W	35.38'



AREA BEING AMENDED
LOT 1 AND LOT 2 BLOCK 'B', CORDILLERA RANCH UNIT 7A
AS PER PLAT RECORDED IN VOLUME 3, PAGES 61-63,
PLAT RECORDS OF KENDALL COUNTY, TEXAS.



AMENDING PLAT
CREATING LOT 1A AND LOT 2A, BLOCK 'B'
CORDILLERA RANCH UNIT 7A
KENDALL COUNTY, TEXAS.



CUDE ENGINEERS
4122 POND HILL RD., SUITE 101
SAN ANTONIO, TEXAS 78251
TEL 210.481.2851 • FAX 210.481.2712
WWW.CUDEENGINEERS.COM
TEXAS REGISTERED ENGINEERING
FIRM #455

CORDILLERA RANCH
UNIT 7A
SHEET 2 OF 2



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015

OPEN SESSION

SUBJECT	Hill Country Council on Alcohol and Drug Abuse - Memorandum of Understanding
DEPARTMENT & PERSON MAKING REQUEST	County Attorney, Don Allee
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Memorandum of Understanding with the Hill Country Council on Alcohol and Drug Abuse - Region 8.
REASON FOR AGENDA ITEM	The Hill Country Council on Alcohol and Drug Abuse is seeking a Memorandum of Understanding in an effort to facilitate and maximize services for persons with substance use and mental health issues.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



**HILL COUNTRY COUNCIL ON ALCOHOL
AND DRUG ABUSE, INC.**

102 BUSINESS DR. ♦ KERRVILLE, TEXAS 78028

(830) 367-4667 ♦ (830) 367-4687 FAX

www.hccada.org

**Hill Country Council on Alcohol and Drug Abuse-Region 8
Memorandum of Understanding (MOU)**

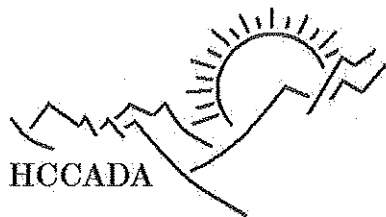
The Hill Country Council on Alcohol and Drug Abuse, Inc. (HCCADA) serves as a substance use provider. This memorandum of understanding (MOU) will serve as a collaborative agreement between The **Hill Council on Alcohol and Drug Abuse** and **Kendall County Judge** in an effort to facilitate and maximize services for persons with substance use and mental health issues by providing Adult Outpatient Treatment, Case Management, Recovery Support Services, Mental Health Treatment (COPSD), Referrals, and other substance abuse services.

The Hill Country Council on Alcohol and Drug Abuse will provide the following services for the 27 counties located in Health and Human Services Region 8 to include: Atascosa, Bandera, Bexar, Calhoun, Comal, De Witt, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson and, Zavala.

HCCADA shall provide services for those on Waiting List and/or Interim Services. HCCADA shall report available capacity and waiting list information Monday through Friday through CMBHS specified by DSHS.

HCCADA shall immediately admit pregnant women, injecting drug users, and individuals referred by Department of Family and Protective Services (DFPS) presenting for treatment.

If unable to provide immediate admission to these populations, HCCADA shall notify DSHS (specifically, the program services unit staff) so that assistance can be provided that ensure referral(s) to other appropriate services, referral to an alternate provider for immediate admission, or, at a minimum, proper coordination with The Department of Family and Protective Service staff.




**HILL COUNTRY COUNCIL ON ALCOHOL
AND DRUG ABUSE, INC.**

102 BUSINESS DR. ♦ KERRVILLE, TEXAS 78028
(830) 367-4667 ♦ (830) 367-4687 FAX
www.hccada.org

Kendall County will provide the following services or resources for Kendall County.

Kendall County, on a non-exclusive basis, will consider use of services provided by HCCADA by referring adults in need of such services for: substance abuse screenings; 16-week adult outpatient treatment program; state Medicaid offender education programs; case management and follow-up services; and other support services.

This agreement is effective from September 1, 2015 until August 31, 2016. It shall be reviewed after September 1, 2016 to ensure that it is fulfilling its purpose and to make any necessary revisions.

 9-1-15
Jeannie Stevens, Executive Director ♦ Date
Hill Country Council on Alcohol and Drug Abuse, Inc.

Honorable Darrel L. Lux, County Judge ♦ Date
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Regional Public Defender for Capital Cases Program
DEPARTMENT & PERSON MAKING REQUEST	Bob Eason, Assistant County Attorney Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of an Interlocal Agreement concerning a Regional Public Defender for Capital Cases.
REASON FOR AGENDA ITEM	To participate in a program which will provide court-appointed counsel for certain capital murder cases.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **KENDALL COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **PROGRAM**

- 1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of \$1,300,000 for FY16 and \$1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of \$2,230,400 for FY16 and the amount of \$1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II

OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Darrel L. Lux
County Judge
Kendall County
201 E. San Antonio St.
Boerne, Texas 78006

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 201_____.

COUNTY OF LUBBOCK

COUNTY OF KENDALL

Honorable Thomas V. Head
County Judge

Honorable Darrel L. Lux
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk

Kendall County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	\$20,828.82	\$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	\$7,307.91	\$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	\$30,492.07	\$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	\$6,398.97	\$6,398.97
Archer	9,054	0.10%	0.0	0.00%	\$1,576.49	\$1,576.49
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$14,919.98	\$14,919.98
Austin	28,417	0.32%	0.9	0.69%	\$15,598.06	\$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	\$8,347.62	\$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	\$4,750.21	\$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	\$18,831.42	\$18,831.42
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.23%	\$24,481.11	\$24,481.11
Bell	310,235	3.48%	6	4.62%	\$125,018.81	\$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	\$4,194.43	\$4,194.43
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$6,721.11	\$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	\$50,434.37	\$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	\$68,728.81	\$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	\$65,877.81	\$65,877.81
Brewster	9,232	0.10%	0	0.00%	\$1,607.48	\$1,607.48
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,257.67	\$1,257.67
Brown	38,106	0.43%	1.9	1.46%	\$29,118.52	\$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	\$8,909.32	\$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	\$8,627.01	\$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	\$7,811.42	\$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	\$7,272.90	\$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	\$3,541.63	\$3,541.63
Camp	12,401	0.14%	0	0.00%	\$2,159.27	\$2,159.27
Carson	6,182	0.07%	0	0.00%	\$1,076.41	\$1,076.41
Cass	30,464	0.34%	0.5	0.38%	\$11,221.12	\$11,221.12
Castro	8,062	0.09%	0	0.00%	\$1,403.76	\$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	\$8,477.63	\$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	\$13,586.54	\$13,586.54
Childress	7,041	0.08%	0	0.00%	\$1,225.98	\$1,225.98
Clay	10,752	0.12%	0.3	0.23%	\$5,422.17	\$5,422.17

Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$2,732.15	\$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$4,817.94	\$4,817.94
Comal	108,472	1.22%	0.4	0.31%	\$23,620.60	\$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	\$4,799.85	\$4,799.85
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$17,342.75	\$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	\$22,593.35	\$22,593.35
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$1,945.12	\$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	\$1,830.90	\$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	\$2,238.34	\$2,238.34
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,167.13	\$1,167.13
Dawson	13,833	0.16%	0	0.00%	\$2,408.61	\$2,408.61
De Witt	20,097	0.23%	0	0.00%	\$3,499.31	\$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,556.41	\$4,556.41
Delta	5,231	0.06%	0.1	0.08%	\$2,094.17	\$2,094.17
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$2,923.85	\$2,923.85
Donley	3,677	0.04%	0.1	0.08%	\$1,823.58	\$1,823.58
Duval	11,782	0.13%	0	0.00%	\$2,051.49	\$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	\$4,419.03	\$4,419.03
Ector	137,130	1.54%	3.8	2.92%	\$68,844.13	\$68,844.13
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.77%	\$37,883.62	\$37,883.62
Erath	37,890	0.43%	1.2	0.92%	\$20,797.53	\$20,797.53
Falls	17,866	0.20%	0.8	0.62%	\$12,577.57	\$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	\$11,822.01	\$11,822.01
Fayette	24,554	0.28%	0	0.00%	\$4,275.36	\$4,275.36
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,122.38	\$1,122.38
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$8,946.60	\$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	\$5,817.06	\$5,817.06
Frio	17,217	0.19%	0.4	0.31%	\$7,731.20	\$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	\$12,518.37	\$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	\$87,406.52	\$87,406.52
Garza	6,461	0.07%	0	0.00%	\$1,124.99	\$1,124.99

Gillespie	24,837	0.28%	0	0.00%	\$4,324.64	\$4,324.64
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,438.75	\$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	\$11,732.20	\$11,732.20
Gray	22,535	0.25%	0.8	0.62%	\$13,390.54	\$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	\$43,530.67	\$43,530.67
Gregg	121,730	1.37%	2	1.54%	\$44,862.54	\$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	\$6,998.99	\$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	\$38,286.06	\$38,286.06
Hale	36,273	0.41%	0.5	0.38%	\$12,232.59	\$12,232.59
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,482.99	\$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	\$2,160.68	\$2,160.68
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	\$17,796.48	\$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	\$44,561.26	\$44,561.26
Hartley	6,062	0.07%	0	0.00%	\$1,055.52	\$1,055.52
Haskell	5,899	0.07%	0	0.00%	\$1,027.14	\$1,027.14
Hays	157,107	1.76%	0.9	0.69%	\$38,005.66	\$38,005.66
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	\$21,957.44	\$21,957.44
Hill	35,089	0.39%	0.5	0.38%	\$12,026.43	\$12,026.43
Hockley	22,935	0.26%	0	0.00%	\$3,993.46	\$3,993.46
Hood	51,182	0.57%	0.6	0.46%	\$16,011.90	\$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	\$10,855.62	\$10,855.62
Houston	23,732	0.27%	0.4	0.31%	\$8,865.60	\$8,865.60
Howard	35,012	0.39%	0	0.00%	\$6,096.32	\$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	\$3,563.60	\$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	\$48,130.39	\$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	\$7,406.80	\$7,406.80
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,574.75	\$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	\$6,000.77	\$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	\$23,967.96	\$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	\$92,442.95	\$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	\$28,410.88	\$28,410.88
Johnson	150,934	1.69%	1	0.77%	\$38,114.16	\$38,114.16
Jones	20,202	0.23%	1.1	0.85%	\$16,534.34	\$16,534.34
Karnes	14,824	0.17%	0	0.00%	\$2,581.17	\$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	\$42,845.54	\$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	\$8,184.06	\$8,184.06
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$12,190.77	\$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	\$3,168.86	\$3,168.86
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	\$13,865.87	\$13,865.87
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,749.02	\$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	\$31,153.47	\$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	\$3,617.03	\$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	\$8,159.54	\$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	\$9,270.79	\$9,270.79
Lee	16,612	0.19%	0.1	0.08%	\$4,075.84	\$4,075.84
Leon	16,801	0.19%	0.1	0.08%	\$4,108.74	\$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	\$33,287.81	\$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	\$14,721.71	\$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,007.79	\$2,007.79
Llano	19,301	0.22%	0	0.00%	\$3,360.71	\$3,360.71
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.31%	\$84,050.50	\$84,050.50
Lynn	5,915	0.07%	0	0.00%	\$1,029.92	\$1,029.92
Madison	13,664	0.15%	0.8	0.62%	\$11,845.91	\$11,845.91
Marion	10,546	0.12%	0.1	0.08%	\$3,019.62	\$3,019.62
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	\$19,407.33	\$19,407.33
Maverick	54,258	0.61%	0	0.00%	\$9,447.45	\$9,447.45
McCulloch	8,283	0.09%	0	0.00%	\$1,442.24	\$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	\$84,685.63	\$84,685.63
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.54%	\$16,293.99	\$16,293.99
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.77%	\$35,665.67	\$35,665.67
Milam	24,757	0.28%	0.4	0.31%	\$9,044.07	\$9,044.07
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,637.26	\$1,637.26
Montague	19,719	0.22%	0.8	0.62%	\$12,900.21	\$12,900.21

Moore	21,904	0.25%	0.3	0.23%	\$7,363.96	\$7,363.96
Morris	12,934	0.15%	0.2	0.15%	\$4,618.76	\$4,618.76
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	\$31,351.76	\$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	\$15,411.70	\$15,411.70
Newton	14,445	0.16%	0.2	0.15%	\$4,881.86	\$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	\$5,016.10	\$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	\$1,780.04	\$1,780.04
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.54%	\$22,532.91	\$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	\$15,544.78	\$15,544.78
Panola	23,796	0.27%	0.2	0.15%	\$6,510.06	\$6,510.06
Parker	116,927	1.31%	0.6	0.46%	\$27,459.47	\$27,459.47
Parmer	10,269	0.12%	0	0.00%	\$1,788.05	\$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	\$8,616.79	\$8,616.79
Polk	45,413	0.51%	1.6	1.23%	\$26,840.80	\$26,840.80
Potter	121,073	1.36%	1.6	1.23%	\$40,014.78	\$40,014.78
Presidio	7,818	0.09%	0	0.00%	\$1,361.28	\$1,361.28
Rains	10,914	0.12%	0.6	0.46%	\$9,000.40	\$9,000.40
Randall	120,725	1.36%	1.6	1.23%	\$39,954.19	\$39,954.19
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$1,759.51	\$1,759.51
Red River	12,860	0.14%	0.5	0.38%	\$8,155.90	\$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	\$3,583.25	\$3,583.25
Refugio	7,383	0.08%	0	0.00%	\$1,285.53	\$1,285.53
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	\$11,177.62	\$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	\$17,190.12	\$17,190.12
Runnels	10,501	0.12%	0	0.00%	\$1,828.44	\$1,828.44
Rusk	53,330	0.60%	2	1.54%	\$32,952.68	\$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	\$6,619.79	\$6,619.79
San Augustine	8,865	0.10%	1	0.77%	\$13,376.99	\$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	\$17,610.75	\$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	\$14,833.75	\$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	\$9,350.92	\$9,350.92
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$5,312.98	\$5,312.98
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$15,081.09	\$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	\$1,711.62	\$1,711.62
Smith	209,714	2.35%	3.8	2.92%	\$81,482.52	\$81,482.52

Somervell	8,490	0.10%	0	0.00%	\$1,478.29	\$1,478.29
Starr	60,968	0.68%	1.5	1.15%	\$28,365.91	\$28,365.91
Stephens	9,630	0.11%	0	0.00%	\$1,676.78	\$1,676.78
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,085.45	\$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	\$3,734.23	\$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	\$35,914.68	\$35,914.68
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,386.14	\$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$6,813.36	\$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	\$21,558.97	\$21,558.97
Trinity	14,585	0.16%	0	0.00%	\$2,539.55	\$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	\$9,706.62	\$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	\$17,494.58	\$17,494.58
Upton	3,355	0.04%	0.1	0.08%	\$1,767.52	\$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	\$9,331.02	\$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	\$13,244.21	\$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	\$17,438.48	\$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	\$43,512.64	\$43,512.64
Walker	67,861	0.76%	0.2	0.15%	\$14,182.69	\$14,182.69
Waller	43,205	0.49%	0.9	0.69%	\$18,172.96	\$18,172.96
Ward	10,658	0.12%	0.1	0.08%	\$3,039.12	\$3,039.12
Washington	33,718	0.38%	0.2	0.15%	\$8,237.69	\$8,237.69
Webb	250,304	2.81%	1.2	0.92%	\$57,783.22	\$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	\$26,121.16	\$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	\$2,125.33	\$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	\$43,013.68	\$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	\$8,273.43	\$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	\$9,820.78	\$9,820.78
Wilson	42,918	0.48%	0	0.00%	\$7,472.92	\$7,472.92
Winkler	7,110	0.08%	0	0.00%	\$1,238.00	\$1,238.00
Wise	59,127	0.66%	0.5	0.38%	\$16,211.94	\$16,211.94
Wood	41,964	0.47%	0.3	0.23%	\$10,856.83	\$10,856.83
Yoakum	7,879	0.09%	0	0.00%	\$1,371.90	\$1,371.90
Young	18,550	0.21%	0.2	0.15%	\$5,596.62	\$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	\$3,624.17	\$3,624.17
Zavala	11,677	0.13%	0	0.00%	\$2,033.21	\$2,033.21



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Transfer server to IT department
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Emergency Management Coordinator
PHONE # OR EXTENSION #	830 249-3721 ext. 451
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on transferring the server in the EMS station, county ID # 4406, to the IT department.
REASON FOR AGENDA ITEM	We have moved the FireHouse Software Program to the cloud hosted by FireHouse Software.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	IT department and Courthouse
ADDITIONAL INFORMATION	Will eliminate the need for a static IP address at the EMS station, eliminate the need for outside backup fees. Will increase the County Fire Departments ability to enter records from multi-locations and faster turn around time. IT says it will decrease the current demands on the network system in the Courthouse now.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015 OPEN SESSION	
SUBJECT	Kendall County Policy Manual
DEPARTMENT & PERSON MAKING REQUEST	Mike Fincke, Commissioner Pct 1
PHONE # OR EXTENSION #	830-249-9343, ext 370
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on changes and updates to the Kendall County Policy Manual.
REASON FOR AGENDA ITEM	To keep the policy manual current.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County departments
ADDITIONAL INFORMATION	None

3.02 SICK LEAVE

This is on page 17 of the current Policy Manual. Changes highlighted in gray.

PAY OF SICK LEAVE AT SEPARATION OR RETIREMENT

1. Kendall County employees with 8 years of continuous service to Kendall County, leaving employment in good standing, shall be paid at their then current rate of pay 50% of sick leave hours accumulated up to a maximum of 160 hours.
2. Kendall County employees with 8 years of continuous service to Kendall County, leaving employment in good standing and meeting TCDRS requirements, employees shall be paid at their then current rate of pay 100% of sick leave hours accumulated up to a maximum of 320 hours.
3. Employees not meeting either one of the criteria mentioned above are not eligible for pay of unused sick leave hours.
4. There is no limit to the number of hours of sick leave that can be accumulated.
5. "Good standing" as used herein means that the subject employee is not under disciplinary probation and has no disciplinary action pending against them.

KENDALL COUNTY
BEREAVEMENT LEAVE REQUEST

Employee Name: _____

Department: _____

Date(s) Requested: _____

Hours: _____

Relation: _____

For complete details please refer to Section 3.06 Bereavement Leave in Kendall County Policy Manual.

Employee Signature

Date

Approved as follows _____

Department Head/Supervisor's Signature

Date

Comments: _____

*This form must be attached to the employee's time sheet for payroll processing.

Page 28 Revised – leave allowance different for full-time and part-time and EMS.
3.06 BEREAVEMENT LEAVE

A. The following policy applies to all regular full-time and regular part-time employees other than EMS employees assigned to work on a rotating shift basis:

- (1) Such employees shall be allowed leave up to one workweek, per occurrence, with pay for the death of the following family members: spouse, child or parent.
- (2) Such employees shall be allowed up to three working days of leave, per occurrence, with pay for the death of the following family members: brother, sister, father-in-law, mother-in-law, grandparent, or grandchild.
- (3) Such employees shall be allowed up to one working day of leave, per occurrence, with pay for the death of the following family members: uncle, aunt, nephew, niece, great grandparent or great grandchild. Up to one working day of leave, per occurrence, with pay shall also be allowed for the death of the employee's brother-in-law or sister-in-law, or the death of a grandparent or grandchild of the employee's spouse.
- (4) A "working day" for purposes of this policy is defined as a day that the affected employee is normally assigned to work. For a full-time employee, that is usually 8 hours, but may be more or less. For a part-time employee, it will be the number of hours that the affected employee is normally assigned to work on the given day.

B. The following policy applies to EMS employees assigned to work on a rotating shift basis:

- (1) Such employees shall be allowed up to two contiguous shifts of leave, per occurrence, with pay for the death of the following family members: spouse, child or parent.
- (2) Such employees shall be allowed up to one shift of leave, per occurrence, with pay for the death of the following family members: brother, sister, father-in-law, mother-in-law, grandparent, or grandchild.
- (3) Such employees shall be allowed up to eight hours of leave, per occurrence, with pay for the death of the following family members: uncle, aunt, nephew, niece, great grandparent or great grandchild. Up to eight hours of leave, per occurrence, with pay shall also be allowed for the death of the employee's brother-in-law or sister-in-law, or the death of a grandparent or grandchild of the employee's spouse.

Department heads have discretion to allow the full amount of authorized leave or a lesser amount of leave if necessary in order to perform assigned departmental functions.

ADDITIONAL UNPAID LEAVE

Kendall County understands the deep impact that the death of a relative can have on an individual or a family. Therefore, depending on the circumstances, additional non-paid time off may be granted at the discretion of the department head. In situations involving the death of a family member for which leave with pay is granted by this policy, the affected employee may make arrangements with his or her department head for additional unpaid leave, not to exceed

four working days or, for EMS employees assigned to work on rotating shift basis, not to exceed two shifts. Additional unpaid time off may be granted depending on the circumstances such as the distance the employee must travel to attend services, the extent of the employee's responsibility for funeral arrangements, and the extent of the employee's responsibility for taking care of the family members or estate of the deceased person.

OTHER BEREAVEMENT LEAVE

Regular full-time and regular part-time employees, including EMS employees assigned to work on a rotating shift basis, may be allowed time off with pay, up to a maximum of four hours per occurrence or up to 16 hours per calendar year, to attend the funeral services of a relative who is not a family member for which other leave is granted by this policy, or to attend the funeral services of a friend.

In the event of the death of a county employee or someone closely associated with Kendall County, a department head or elected official may approve representation at the services. Employees who attend services at the direction of an elected official or department head are representing Kendall County, and therefore they will not be charged with any time off.

TIMELY NOTIFICATION AND RESPONSE

Employees shall notify their department head as early as possible concerning the need for bereavement leave and provide documentation, if necessary, to verify the relationship of the deceased. Department heads should timely respond to all requests for bereavement leave in compliance with this policy, advising the affected employee of the amount of bereavement leave allowed, the time that the leave will begin and the time that the leave will end.

Department Heads shall have the employee complete a Bereavement Leave Request form and attach it to the employee's time sheet. This form is available in the Human Resources Department.

4.15 SMOKING, USE OF TOBACCO AND OTHER DEVICES

Kendall County is committed to providing the public and County employees with a healthy environment, free of tobacco and smoke from tobacco and other substances. It is the County's policy that the use of tobacco, including smoking and the use of devices that provide nicotine or other substances in vapor form are not permitted on County premises, in County buildings, facilities, equipment or vehicles, except as allowed herein;

1. Employees shall not smoke or use tobacco in another form (chewing tobacco, snuff) or use vapor devices, including e-cigarettes, while in County buildings, on County premises or while in County equipment or vehicles except as allowed herein.
2. Employees may smoke or use tobacco in another form or use vapor devices, including e-cigarettes, outside of County buildings in designated areas, provided that cigarette butts and other wastes are disposed of in provided containers.
3. Visitors and members of the public shall be required to comply with the County's policy while on County premises, in County buildings or in County equipment and vehicles.
4. Employees who normally work indoors should use scheduled work breaks to smoke or otherwise use tobacco or vapor devices in compliance with this policy.
5. Conflicts between smokers, users of tobacco in other forms and users of vapor devices and non-smokers should be resolved by the immediate supervisor of the individuals involved and, if necessary, their Department Head. In all cases, the right of a non-smoker to protect his or her health and comfort will take precedence over another employee's desire to smoke, use tobacco in any form, or use vapor devices.
6. County employees who violate this policy will be subject to disciplinary action up to and including termination of employment. Other persons who violate this policy will be required to leave County buildings, premises, equipment or vehicles.

Page 41 Revised to address the reporting of collisions, accidents, etc.
4.16 COUNTY PROPERTY (GENERAL)

RESPONSIBILITY

Each County official and employee shall be responsible for the care, maintenance, proper use, and upkeep of all vehicles, tools and other County equipment assigned to them. County employees shall only use equipment, vehicles, tools and other County property that they are authorized to use. Employees that are issued property are required to turn in all property to their supervisor or Department Head upon separation of employment.

PERSONAL USE PROHIBITED

Personal use of County vehicles, equipment, supplies, tools, and other County property is prohibited. Use of public property, labor or services by a public official or employee for private benefit constitutes a violation of law. Officials and employees shall not transport family members, friends or any other unauthorized persons in County vehicles. Violation of this policy will be grounds for disciplinary action up to and including termination of employment for employees and loss of vehicle use by officials.

LICENSES

A County employee whose duties require the operation of any County equipment or vehicle which requires a license to operate shall be required to have a current active operator's license for that vehicle or equipment. Any employee who operates a vehicle or equipment which requires such a license shall notify his or her supervisor or Department Head of any change in the status of their license and shall be subject to possible job change or termination of employment if they no longer have a valid license, either because the license expires, is suspended or revoked. An employee whose job involves operation of a vehicle or equipment requiring such a license, who is deemed uninsurable by the County's vehicle insurance carrier shall be subject to possible job change or termination of employment, even though the employee's license has not been revoked or suspended.

REPORTING OF COLLISIONS, ACCIDENTS OR INCIDENTS

Any employee involved in a collision, accident or other incident that results in damage to any property or injury to any person shall immediately report the collision, accident or incident to his or her supervisor or Department Head. The supervisor or Department Head shall require the subject employee to prepare a written report within 24 hours of the occurrence of the collision, accident or incident unless the subject employee is injured or disabled as the result of the collision, accident or incident to the extent that they cannot prepare a written report. In such instances, the supervisor or Department Head shall prepare the report based on information available. A copy of all such reports shall be provided to the County Auditor within 48 hours of the occurrence of the subject collision, accident or incident unless a holiday or weekend prevents the report being submitted within that time. In such instances, the report shall be submitted to the County Auditor during the next County business day. The subject Department head shall retain a copy of the report.

4.17 OPERATION OF MOTOR VEHICLES

POLICY

It is the policy of the County that all persons required to operate motor vehicles in performance of County duties do so in a safe and lawful manner. It is also the policy of the County that County vehicles are not used for personal purposes.

LICENSE AND INSURANCE

All persons required to operate motor vehicles (whether employee owned or County owned) in performance of County business must possess the appropriate driver's license and insurance. Employees using their own vehicles on County business must carry at least the minimum amount of liability insurance required by law. County vehicles should be used for travel on County business whenever possible. Any County employee whose duties require the operation of a motor vehicle, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable may be reassigned to another job position, not requiring the operation of a motor vehicle if such a position is available; or terminated from employment. Such termination is not disciplinary and the subject employee is not entitled to pursue a grievance.

DISABILITY

A County employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be reassigned to another job position, not requiring the operation of a motor vehicle if such a position is available; or terminated from employment, provided that any procedures required by any applicable law or regulation are followed. Such termination is not disciplinary and the subject employee is not entitled to pursue a grievance.

CONVICTIONS OF VIOLATING THE LAW

Any County employee required to operate a motor vehicle in performance of County business who is convicted of any of the following violations may be subject to termination of employment. (A plea of guilty or nolo contendere or being placed on probation or deferred adjudication is considered the same as a conviction for the purposes of this policy.)

1. Driving while intoxicated or under the influence of drugs or alcohol;
2. Hit and run, failure to stop and render aid, failure to stop and provide information;
3. Any offense concerning the negligent or unlawful operation of a motor vehicle that results in death or bodily injury to any person; and
4. Operating a motor vehicle without a driver's license or with an improper, invalid or suspended driver's license.

TRAFFIC VIOLATIONS

Any County employee whose duties require the operation of a motor vehicle and who is guilty of the following, whether or not the employee is operating a County vehicle or another vehicle at the time of the violation, may be subject to termination of employment.

1. Two or more moving violations within a period of one year, or
2. Two or more at fault accidents within any period of employment with the County;
3. One at fault accident and moving violation during any period of employment with the County;
4. One negligent collision resulting in serious bodily injury to any person (hospitalization or death) or extensive property damage to any property (in excess of \$1000.00).

REPORTING COLLISIONS

Any County official or employee who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle (personal or County owned) on County business, shall, if physically able, immediately report the collision to the appropriate law enforcement agency and comply with the reporting requirements in Section 4.16.

REPORTING VIOLATIONS

Any County employee whose duties require the operation of a County motor vehicle and who is convicted of a moving violation, whether or not he or she is operating a County vehicle at the time of the incident resulting in the conviction, shall report the conviction to his or her Department Head within two working days of the conviction. The Department Head shall make a written report of the conviction to the County Auditor within two working days of the Department Head's receipt of the information concerning the conviction.

PROHIBITED USE

1. County vehicles shall not be driven out of the County except on official County business and then, only with prior approval of the Commissioners Court, elected official or Department Head involved.
2. County vehicles shall not be used to transport family members or acquaintances of the official or employee concerned, unless involved in approved activities.
3. Upon approval by the Department Head, County vehicles may be driven between the residence and assigned work site of the officer or employee assigned the use of the vehicle. However, such approval should be limited to those officers or employees whose job duties may require their presence at their job site or other locations to conduct County business outside of normal County business hours.
4. County vehicles shall not be used for personal errands or for personal travel. Except as approved by the Commissioners Court, County vehicles shall not be driven to and from the residence of the official or employee concerned outside of Kendall County. Except as approved by the Commissioners Court, County vehicles shall not be driven to secondary employment locations.

5. County employees shall not use cell phones or other electronic devices in violation of any law, order or ordinance, while operating County motor vehicles, including making or receiving calls or texting.

SANCTIONS

Violation of this policy is grounds for immediate termination of employment of the employee concerned and the loss of use of county vehicles by the official or employee involved.

Revised

4.22 TRAVEL AND CONFERENCE EXPENSES

This is on page 49 of the Policy Manual.

Proposed to delete those highlighted in yellow and add those in gray.

LODGING

1. No lodging expenses incurred within Kendall County will be paid or reimbursed.
2. Lodging expenses incurred in adjacent counties will not be paid or reimbursed unless approved by Commissioners Court.
3. The county will reimburse the traveling county official or employee for the cost of lodging while traveling on official county business. The official or employee will obtain a detailed statement or receipt to be submitted with the appropriate travel expense form.
4. The County Auditor's Office has credit cards available for the payment of lodging expenses. (Please refer to the Policy on Usage of Credit Cards also available in the Auditor's Office)
5. Items that are possibly eligible for reimbursement on the hotel statement are:

Meals (with detailed receipts)

Daily Room Charges, in the amount approved by Commissioners Court
Hotel Taxes required by law
Business Telephone Calls
Hotel Parking Fees

6. Items **NOT** eligible for reimbursement on the hotel statement are:

Meals (without detailed receipts)

Personal expense items such as cleaning or laundry
Alcoholic beverage charges
Hotel Club charges
Recreation Facilities use charges
Movies
Personal Phone Calls

On Page 51 of the Policy Manual

CASH ADVANCES

Cash advances will be allowed for projected mileage, only.

This is a new policy.

4.23 SECONDARY EMPLOYMENT

Purpose

The purpose of this policy is to establish guidelines for employees who wish to engage in secondary employment, including self-employment (paid or volunteer work). Any employee not presently in compliance with this policy shall, within seven working days, take the necessary action to comply.

An employee's position at Kendall County is considered to be of primary importance and employees are expected to devote full-time attention and energy to the county organization. Secondary employment is a privilege. At no time may it interfere with the normal operation of a department, or an employee's ability to perform his or her regular duties. The respective elected official/department head may revoke this privilege in full or in part if:

- An employee's performance becomes inadequate;
- An employee engages in conduct inconsistent with county policy or a conflict of interest;
- The department's or county's best interest is not served;
- It causes other employees to work overtime in the department.

Process

Employees interested in pursuing secondary employment shall notify his or her respective elected official/department head in writing.

All employees shall comply with conditions placed on secondary jobs by this policy.

- Employees who are on suspension, sick leave, Family Medical Leave, workers' compensation or light/restricted duty shall not work secondary employment, including self-employment (paid or volunteer work), without notification and consent of the department head. If the employee is a department head under the Commissioners Court, he or she must notify Commissioners Court.
- Employees shall not perform duties for secondary employment during their regularly scheduled working hours.

Consequences

Employees found in violation of this policy will be subject to disciplinary action up to and including termination of their employment with Kendall County

This is a new policy.

4.00 WORK RULES AND EMPLOYEE RESPONSIBILITIES

4.24 WORKPLACE VIOLENCE AND THREATS OF VIOLENCE

Kendall County is committed to providing a workplace free of violence and protecting employees and the public generally from violent acts and threats of violence. The County will not tolerate or condone violence of any kind in the workplace. The County will also not tolerate or condone any threats of violence. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another person reasonably fear for their safety or the safety of others. Employees shall report all acts of violence or threatened acts of violence to their immediate supervisor or Department Head. Because of the incidents of violence and terrorism that have occurred in recent years, all employees should be alert to any communication that contains a threat of violence or any conduct that threatens violence, whether by current or former employees or the public generally, and report any such communications or conduct to their immediate supervisor or Department Head. Any supervisor or Department Head receiving a report of violence or threatened violence shall forward the report to the Kendall County Sheriff who shall have the incident investigated and take action as appropriate. No person, other than authorized law enforcement personnel, may possess a firearm or other weapon, while in County offices, buildings, or on County premises or property, unless specific permission has been granted by the Commissioners Court or authorized by appropriate authority.

Each Department Head shall adopt a policy and procedure to address situations that could result in injury or death to employees in their department, including procedures for locking down departmental offices, providing alternative escape routes for employees and members of the public that may be on the premises, and for notifying law enforcement and other appropriate personnel. Department Heads shall fully inform all departmental personnel of such policy and procedure and, if appropriate, conduct drills to ensure that all employees are familiar with such policy and procedure.

Page 70 Revised to include definitions and testing procedures. Under *Required Testing* – the section Random has been rewritten, instead of deleting, as it only applies to positions that require a CDL and #4 under Post Accident has been deleted.

9.01 DRUG AND ALCOHOL POLICY – ALL EMPLOYEES

POLICY STATEMENT

Kendall County considers the safety and health of its employees to be of utmost importance. Use of alcoholic beverages and drugs can pose a serious threat to an employee's health and safety. It is the policy of the County to prevent substance use or abuse from having an adverse effect on County employees and others.

APPLICABILITY

This policy applies to all employees of Kendall County regardless of rank or position.

DEFINITIONS

Driver – any person who operates a motor vehicle, and for the purposes of this policy, any employee who is required to acquire, possess, and/or maintain a Texas Driver's License.

Safety-sensitive Function – means the time an employee begins to work or is required to be in readiness for work and continues until the time they are relieved from work and all responsibilities related to their job are completed.

County Premises or County Property – includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, lockers, places, equipment and vehicles owned, leased, or managed by Kendall County, or at any site where Kendall County is conducting business.

Illegal Drug – means any drug in any detectable amount:

- a) which is not legally obtainable, or;
- b) a prescribed drug not being used for the prescribed purpose or not being used in accordance with the prescription, or;
- c) over-the-counter drugs being used at a dosage level different than that recommended by the manufacturer.

Alcohol – means an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Drug Paraphernalia – includes a product or material that is used or intended for use in introducing into the human body an illegal drug, or that is used for concealing illegal drugs.

Under the Influence – means a breath alcohol concentration of .02 or greater, or a confirmed positive drug test result for illegal drugs under this policy. In addition, it includes the misuse of legal drugs where there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment or use of such drugs in violation of prescribed conditions. It also includes actions, appearance, speech, or bodily odors that indicate the employee's lack of

normal mental or physical faculties, which would reasonably cause a supervisor to conclude that such employee is impaired because of alcohol or drug use.

Medical Review Officer (MRO) – means a licensed M.D. or D.O. or approved testing facility with knowledge of drug abuse disorders that is employed, contracted with, or used by Kendall County to conduct drug and alcohol testing in accordance with this policy.

PROHIBITIONS:

Parsons working in their capacity as a Kendall County employee or operating any Kendall County vehicle or equipment, or present on Kendall County property or premises, or conducting Kendall County-related business off-site, are prohibited from:

- The use, possession, manufacture, distribution, dispensing, sale, or purchase of an illegal drug (including possession of drug paraphernalia);
- The possession or consumption of alcohol;
- Being under the influence of alcohol or illegal drugs. Employees should report to work fit for duty and free of any effects of illegal drugs or alcohol;
- The unauthorized use or possession of prescription or over-the-counter drugs.

REQUIRED TESTING:

- **Pre-Employment:** This test is required and negative results must be received before a person is employed by the County. Applicants will be required to pass a drug test after receiving a conditional offer of employment. Refusal to submit to pre-employment drug testing, or a positive result from such testing, will disqualify the applicant from employment.
- **Random:** *For vehicle operator positions requiring a **commercial driver's license**, the county is required to perform unscheduled, random tests of covered employees at a rate of 50 percent of the total number of covered positions per year for drugs and 10 percent for alcohol.*
- **Reasonable Suspicion:** Employees are subject to testing based upon observations by their supervisor(s) which lead them to suspect drug and/or alcohol use or impairment. Reasonable Suspicion determinants and checklist are found in **Appendix A** of this policy. These determinants and the checklist will be reviewed by the employee's supervisor, and if such observations indicate the need for testing, the supervisor will notify the employee's Department Head. The Department Head shall notify the Human Resources Director who shall make arrangements for the subject employee to be tested for the presence of drugs or alcohol.
- **Post-Accident/Incident:** This test must be administered to all employees who, while operating a motor vehicle in performance of county business:

1. Are cited for moving violation(s) arising from an accident/incident that requires a vehicle to be towed; or
2. Are cited for moving violation(s) arising from an accident/incident which results in an injury requiring medical attention away from the scene; or
3. Are involved in a vehicular accident/incident which results in fatality.

The investigation and testing required in such instances must occur within two (2) hours of the accident or incident requiring the testing. The Human Resources Director is responsible for scheduling testing. A person subject to post-accident/incident testing must remain available for testing. Failure to remain available shall be considered as a refusal to test. The supervisor and/or Department Head of the subject employee is responsible for making sure that the person is timely tested, is taken to the testing location and returned to county premises or their residence after testing is conducted. Under no circumstances will the employee be allowed to drive himself/herself to the testing facility.

- **Return-to-Duty and Follow Up:** Employees who have tested positive for drugs and/or alcohol, or have refused to take a drug or alcohol test, must submit to return-to-duty testing and receive negative test results before the employee may resume regular duties. Referral, evaluation, and treatment requirements must be met. Follow-up testing is required for employees who have tested positive for drugs and/or alcohol. Testing will be unannounced and at least six (6) tests must be conducted in the first year following return to duty. Additional unannounced tests will be required during the second year after returning to work following a positive test result. Follow-up testing may be extended for up to 60 months as recommended by a substance abuse professional. Employees waive any right to contest termination resulting from a subsequent positive test.

TESTING PROCEDURES:

- 1) Tests will be conducted under this Policy in a manner consistent with regulations established and in place by the Federal Motor Carrier Safety Administration.
- 2) Kendall County has contracted with a provider to perform alcohol and drug testing. The provider will provide access to the Medical Review Officer (MRO) for any employee who receives a positive test result and the employee will be given the opportunity to discuss the test with the MRO, to rebut or explain the results.
- 3) Confirmed positive test results and any related information shall be communicated by the MRO to the Human Resources Director. The Human Resources Director will be responsible for contacting the employee's Department Head to review the situation and provide guidance as needed.
- 4) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law, and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among management and supervisors on a need-to-know basis, and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

- 5) Kendall County, through the Human Resources office, will advise employees who have received a confirmed positive test of the available resources for evaluation and treatment, including names, addresses, and telephone numbers of substance abuse professionals, counseling centers, and treatment programs. Kendall County is not required to pay for rehabilitation or to hold a job open for an employee who is participating in a rehabilitation program.

ENFORCEMENT:

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Revised

Currently this is a separate policy. The committee is proposing to include in manual. Under post-accident #4 was deleted.

9.02 DRUGS AND ALCOHOL - COMMERCIAL MOTOR VEHICLE DRIVERS

POLICY STATEMENT

Kendall County considers the safety and health of its employees to be of utmost importance. Use of alcoholic beverages and drugs can pose a serious threat to a person's health and safety. It is the policy of the County to prevent substance use or abuse from having an adverse effect on County employees and others.

APPLICABILITY

This policy reflects the County's compliance with the Department of Transportation's (DOT) Employee Alcohol and Controlled Substance Testing Requirements under the rules of the Omnibus Transportation Employee Testing Act of 1991. This policy applies to all employees of Kendall County regardless of rank or position, who are required to acquire, possess, and/or maintain a Commercial Driver's License (CDL) as a condition of employment.

DEFINITIONS

Commercial Motor Vehicle (CMV) – A motor vehicle or combination of motor vehicles used to transport passengers or property if the vehicle:

- has a gross combination weight rating of 26,001 or more pounds (including a towed unit with a gross vehicle weight rating of more than 10,000 pounds); or
- has a gross vehicle weight rating of 26,001 or more pounds; or
- is designed to transport 16 or more passengers, including the driver; or
- is of any size and is used in the transportation of a placard amount of hazardous materials.

Driver – Is any person who operates a commercial motor vehicle (CMV), including full-time, regularly employed drivers; casual, intermittent, or occasional drivers; and leased drivers or independent owner-operator contractors; and for the purposes of this policy, any County employee who is required to acquire, possess, and/or maintain a Commercial Driver's License (CDL).

Safety-sensitive Function – means the time from the time a driver begins to work or is required to be in readiness for work, until the time they are relieved from work and all responsibilities for performing work.

County Premises or County Property – includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased, or managed by Kendall County, or at any site on which Kendall County is conducting business.

Illegal Drug – means any drug in any detectable amount:

- a) which is not legally obtainable, or;
- b) a prescribed drug not being used for the prescribed purpose, or;

- c) over-the-counter drugs being used at a dosage level different than recommended by the manufacturer.

Alcohol – means an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Drug Paraphernalia – includes a product or material that is used or intended for use in introducing into the human body an illegal drug, or that is used for concealing illegal drugs.

Under the Influence – means a breath alcohol concentration of .02 or greater, or a confirmed positive drug test result for illegal drugs under this policy. In addition, it includes the misuse of legal drugs where there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment or use of such drugs in violation of prescribed conditions. It also includes actions, appearance, speech, or bodily odors that indicate the employee's lack of normal mental or physical faculties, which would reasonably cause a supervisor to conclude that such employee is impaired because of alcohol or drug use.

Medical Review Officer (MRO) – means a licensed M.D. or D.O. or approved testing facility with knowledge of drug abuse disorders that is employed, contracted with, or used by Kendall County to conduct drug and alcohol testing in accordance with this policy.

PROHIBITIONS:

Employees working in their capacity as a Kendall County employee or operating any Kendall County vehicle or equipment, or present on Kendall County property or premises, or conducting Kendall County-related business off-site, are prohibited from:

- The use, possession, manufacture, distribution, dispensing, sale, or purchase of an illegal drug (including possession of drug paraphernalia);
- The possession or consumption of alcohol;
- Being under the influence of alcohol or illegal drugs. Employees should report to work fit for duty and free of any effects of illegal drugs or alcohol;
- The unauthorized use or possession of prescription or over-the-counter drugs.

REQUIRED TESTING:

- **Pre-Employment:** This test is required and negative results must be received before an employee is allowed to perform a safety-sensitive function. Applicants will be required to pass a drug test after receiving a conditional offer of employment. Refusal to submit to pre-employment drug testing, or a positive result from such testing, will disqualify the applicant and another candidate will be selected.
- **Random:** This unannounced testing is based on a random selection of drivers. The selection must be made by a scientifically valid method and all drivers covered by this policy must have an equal chance of being tested. The names of

drivers who are selected for testing must be kept confidential until such time that the County notifies the driver to take the test. Once the driver is notified, he/she must immediately proceed to the testing location and undergo testing. Random alcohol testing is also required; however random alcohol tests must be administered just prior to a driver performing a safety-sensitive function, while performing a safety-sensitive function, or just after performing a safety-sensitive function.

- **Reasonable Suspicion:** Employees are subject to testing based upon observations by their supervisor(s) which lead them to suspect drug and/or alcohol use or impairment. Reasonable Suspicion determinants and checklist are found in **Appendix A** of this policy. These determinants and the checklist will be reviewed by the employee's supervisor, and if such observations indicate the need for testing, the employee's Department Head will be notified, and arrangements will be made by the Safety Committee Chairperson or Human Resources Director for a drug and/or alcohol test for the involved employee. Under no circumstances will the employee be allowed to drive him/herself to the testing facility. The employee will not be allowed to return to work until the results of the test are available for review by the County's designated Medical Review Officer.
- **Post-Accident/Incident:** This test must be administered to all drivers who, while operating a motor vehicle in performance of county business:
 1. Are cited for moving violation(s) arising from an accident/incident that requires a vehicle being towed; or
 2. Are cited for moving violation(s) arising from an accident/incident which results in an injury requiring medical attention away from the scene; or
 3. Are involved in a vehicular accident/incident which results in fatality.

The investigation and testing required in such instances must occur within two (2) hours of the accident or incident requiring the testing. A person subject to post-accident/incident testing must remain available for testing. Failure to remain available shall be considered as a refusal to test. Under no circumstances will the employee be allowed to drive himself/herself to the testing facility. The person's supervisor is responsible for making sure that the person is timely tested, is taken to the testing location and returned to county premises or their residence after testing is conducted.

- **Return-to-Duty and Follow Up:** Drivers who have tested positive for drugs and/or alcohol, or have refused to take a drug or alcohol test, must submit to return-to-duty testing and receive negative test results before the employee may resume regular duties. Referral, evaluation, and treatment requirements must be met. Follow-up testing is required for drivers who have tested positive for drugs and/or alcohol. Testing will be unannounced and at least six (6) tests must be conducted in the first year following return to duty. Additional unannounced tests will be required during the second year after returning to work following a positive test result. Follow-up testing may be extended for up to 60 months as

recommended by a substance abuse professional. Employees waive any right to contest termination resulting from a subsequent positive test.

TESTING PROCEDURES:

- 1) Drivers will be tested under this Policy in a manner consistent with regulations established and in place by the Federal Motor Carrier Safety Administration.
- 2) The provider Kendall County has contracted to perform DOT-compliant alcohol and drug testing will provide access to their Medical Review Officer (MRO) for any driver who receives a positive test result. Drivers with confirmed positive test results will have the opportunity to discuss the test with the MRO, to rebut or explain the results.
- 3) Confirmed positive test results and any related information shall be communicated by the MRO to the Human Resources Director. The Human Resources Director will be responsible for contacting the employee's Department Head to review the situation and provide guidance as needed. A positive test result for alcohol or an illegal drug will result in disciplinary action, up to and including termination.
- 4) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law, and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among management and supervisors on a need-to-know basis, and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.
- 5) Under DOT-compliant policy, Kendall County is required to advise drivers who have received a confirmed positive test of the available resources for evaluation and treatment, including names, addresses, and telephone numbers of substance abuse professionals, counseling centers, and treatment programs. Kendall County is not required to pay for rehabilitation or to hold a job open for an employee, with or without pay.

ENFORCEMENT:

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/13/2015
OPEN SESSION

SUBJECT	Emergency Call Out
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Road & Bridge: Operations Jean Maxwell, Operations Supervisor
PHONE # OR EXTENSION #	830-249-9343, ext 652
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of payment to Operations Department employee for emergency call out time.
REASON FOR AGENDA ITEM	Emergency Call Out for Stop Sign
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Road and Bridge Operations
ADDITIONAL INFORMATION	None

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: September 2015**

Employee Name	Date	Total Call Out Hrs	Compensated Time
Tobias Bagley	9/26/2015	2.0	2.0

The above listed employee(s) were called out to: Set up temporary stop sign at Mark Twain

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

Approximate grand total amount: \$83.70

Commissioners Court: 10/13/15