



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
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 Minutes for July 25, 2016.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	FY2016 Budget Adjustments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of FY2016 Budget Adjustments and Emergency Declarations.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department Heads requesting adjustments
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 8, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY JUDGE'S BUDGET FOR DATA PROCESSING EQUIPMENT EXPENSES.

10-400-55510	DATA PROCESSING EQUIPMENT	+	900
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	900

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY COMMISSIONERS' BUDGET FOR MISCELLANEOUS EXPENSES.

10-401-52020	GROUP INSURANCE	+	5,370
10-401-54275	MEETING EXPENSES	+	10
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	5,380

A BUDGET ADJUSTMENT IS NEEDED IN THE ELECTIONS DEPARTMENT'S BUDGET FOR EMPLOYEE INSURANCE BENEFIT EXPENSES.

10-404-52100	EMPLOYEE INSURANCE BENEFIT	+	2
10-404-52030	RETIREMENT	-	2

A BUDGET ADJUSTMENT IS NEEDED IN THE EMERGENCY MANAGEMENT'S BUDGET FOR CONTRACT SERVICE EXPENSES.

10-406-54861	CONTRACT SERVICES	+	11,900
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	11,900

A BUDGET ADJUSTMENT IS NEEDED IN THE INFORMATION TECHNOLOGY'S BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

10-415-54523	SOFTWARE MAINTENANCE	+	5,570
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	5,570

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT CLERK'S BUDGET FOR EMPLOYEE INSURANCE BENEFIT EXPENSES.

10-450-52100	EMPLOYEE INSURANCE BENEFIT	+	1,680
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	1,680

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 8, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT COURT'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-435-53100	OFFICE SUPPLIES	+	9
10-435-54083	DISTRICT ATTORNEY OPERATING	+	6,000
10-435-54086	DISTRICT COURT REPORTER	+	5,737
10-435-54079	TRANSCRIPTS	-	492
10-435-54080	P/T DISTRICT COURT COORD	-	913
10-435-54082	DISTRICT COURT COORD	-	6,945
10-435-54084	DISTRICT COURT RECEPTIONIST	-	3,396

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT ONE'S BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

10-455-54523	SOFTWARE MAINTENANCE	+	13,518
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	13,518

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT TWO'S BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

10-456-54523	SOFTWARE MAINTENANCE	+	13,518
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	13,518

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT THREE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-457-54523	SOFTWARE MAINTENANCE	+	13,518
10-457-53330	OPERATING	+	330
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	13,848

A BUDGET ADJUSTMENT IS NEEDED IN THE HUMAN RESOURCE'S BUDGET FOR EMPLOYEE INSURANCE BENEFIT EXPENSES.

10-496-52100	EMPLOYEE INSURANCE BENEFIT	+	960
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	960

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 8, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY TAX ASSESSOR/COLLECTOR'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-499-52020	GROUP INSURANCE	+	10,000
10-499-51750	LONGEVITY	+	124
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	10,124

A BUDGET ADJUSTMENT IS NEEDED IN THE COURTHOUSE & RELATED BUILDING'S BUDGET FOR LONGEVITY EXPENSES.

10-510-51750	LONGEVITY	+	100
10-510-53300	FUEL & OIL	-	100

A BUDGET ADJUSTMENT IS NEEDED IN THE DETENTION'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-512-53110	POSTAGE	+	700
10-512-54050	MEDICAL - OTHER	+	15,000
10-512-54540	VEHICLE - REPAIR & MAINT	+	500
10-512-53100	OFFICE SUPPLIES	-	700
10-512-53300	FUEL & OIL	-	500
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	15,000

A BUDGET ADJUSTMENT IS NEEDED IN THE EMERGENCY MEDICAL SERVICE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-540-51490	TEMPORARY	+	18,000
10-540-54530	RADIO/RADAR - REPAIR & MAINT	+	8,615
10-540-54540	VEHICLE - REPAIR & MAINT	+	3,000
10-540-53300	FUEL & OIL	-	3,000
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	26,615

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE DEPARTMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-545-53360	UNIFORMS	+	75
10-545-54200	TELEPHONE	+	10
10-545-53330	OPERATING	-	85

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 8, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COMFORT VFD'S BUDGET FOR BUILDING REPAIR EXPENSES.

10-546-54500	BUILDINGS - REPAIR & MAINT	+	848
10-546-53330	OPERATING	-	848

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT FOUR BUDGET FOR MISCELLANEOUS EXPENSES.

10-554-53100	OFFICE SUPPLIES	+	500
10-554-53330	OPERATING	+	400
10-554-54800	BONDS	+	50
10-554-54810	DUES	+	60
10-554-55200	VEHICLE PURCHASE/TOTAL VALUE	+	57,000
10-554-55900	OTHER CAPITAL OUTLAY	+	600
10-554-54540	VEHICLE - REPAIR & MAINT	-	1,610
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	57,000

A BUDGET ADJUSTMENT IS NEEDED IN THE RECYCLING BUDGET FOR MISCELLANEOUS EXPENSES.

10-597-51490	TEMPORARY	+	800
10-597-53330	OPERATING	+	800
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	1,600

A BUDGET ADJUSTMENT IS NEEDED IN THE TRANSFERS OUT BUDGET FOR TRANSFERS OUT TO HERFF ROAD PROJECT EXPENSES.

10-700-57071	TRANSFERS OUT TO HERFF RD PROJ	+	500,000
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	500,000

A BUDGET ADJUSTMENT IS NEEDED IN THE ROAD & BRIDGE DEPARTMENT'S BUDGET FOR MACHINERY & EQUIPMENT EXPENSES.

11-620-55300	MACHINERY & EQUIPMENT	+	88,845
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	88,845

A BUDGET ADJUSTMENT IS NEEDED IN THE ANIMAL FACILITY DONATION'S BUDGET FOR OPERATING EXPENSES.

14-408-53330	OPERATING	+	2,000
14-408-55900	OTHER CAPITAL OUTLAY	-	2,000

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: AUGUST 8, 2016

THE FOLLOWING BUDGET ADJUSTMENTS REQUIRE EMERGENCY DECLARATIONS FOR BUDGETARY PURPOSES DUE TO FUNDS NEEDED IN EXCESS OF BUDGETED AMOUNT.

REVENUE:

16-390-46750	FUND BALANCE TO BE EXPEND	+	8,995
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EXPENSE:

16-430-54999	OTHER SERVICES & CHARGES	+	2,000
16-430-55900	OTHER CAPITAL OUTLAY	+	3,495
16-435-54999	OTHER SERVICES & CHARGES	+	3,500

REVENUE:

42-390-46750	FUND BALANCE TO BE EXPEND	+	29,800
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EXPENSE:

42-404-51490	TEMPORARY	+	4,118
42-404-52010	SOCIAL SECURITY TAXES	+	234
42-404-54842	ELECTION EXPENSE	+	22,543
42-419-53330	OPERATING	+	2,905

REVENUE:

43-390-46750	FUND BALANCE TO BE EXPEND	+	1,773
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EXPENSE:

43-545-55510	DATA PROCESSING EQUIPMENT	+	1,773
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**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 8/8/2016 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: 8/8/2016
OPEN SESSION

SUBJECT	Cash Summary May & June 2016
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 May & June 2016
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING May 31, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 282,411.49	\$ 2,652,486.02	\$ 1,872,948.22	\$ 1,061,949.29
11-Road & Bridge	\$ 188,990.65	\$ 54,548.66	\$ 51,531.91	\$ 192,007.40
12-EMS Donations	\$ 12,053.93	\$ 185.00	\$ 139.96	\$ 12,098.97
13-Courthouse Security	\$ 14,746.48	\$ 1,919.69	\$ 2,325.71	\$ 14,340.46
14-Animal Facility Donations	\$ 16,326.66	\$ 272.44	\$ 163.01	\$ 16,436.09
15-Lateral Road & Bridge	\$ 155,802.60	\$ -	\$ -	\$ 155,802.60
16-Court Reporter Service	\$ 55,879.59	\$ 780.00	\$ 2,517.03	\$ 54,142.56
17-Attorney-Hot Check	\$ 23,194.70	\$ 370.64	\$ -	\$ 23,565.34
19-Records Mgmt (County Clerk)	\$ 31,700.51	\$ 9,440.00	\$ 168.18	\$ 40,972.33
20-Law Library	\$ 18,999.09	\$ 1,820.00	\$ 114.36	\$ 20,704.73
21-Justice Court Technology	\$ 13,471.11	\$ 889.80	\$ -	\$ 14,360.91
22-Justice Court Building Security	\$ 21,778.06	\$ 217.41	\$ -	\$ 21,995.47
23-County & District Technology	\$ 9,378.28	\$ 275.14	\$ -	\$ 9,653.42
24-Alternative Dispute Resolution	\$ 3,540.21	\$ 855.00	\$ -	\$ 4,395.21
25-District Clerk Records Mgmt	\$ 60,510.71	\$ 1,398.13	\$ -	\$ 61,908.84
26-County Clerk Rec. Archive Fund	\$ 40,630.50	\$ 9,160.00	\$ 74.76	\$ 49,715.74
27-Vital Statistics Records	\$ 1,328.00	\$ 58.00	\$ -	\$ 1,386.00
28-Pre-Trial Intervention	\$ 12,349.00	\$ 1,320.00	\$ -	\$ 13,669.00
29-LEOSE Training	\$ 48,059.48	\$ -	\$ 291.31	\$ 47,768.17
33-Juv Probation-State Grant	\$ 23,966.82	\$ 17,221.00	\$ 13,445.25	\$ 27,742.57
34-Juv Probation Title IV E	\$ 2,319.51	\$ 4.98	\$ 288.88	\$ 2,035.61
35-Juvenile Probation	\$ (53,499.87)	\$ 261.94	\$ 17,245.96	\$ (70,483.89)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ (6,613.73)	\$ -	\$ 19,254.31	\$ (25,868.04)
43-Fire Inspection & Permit Fund	\$ 2,840.50	\$ 16,207.92	\$ -	\$ 19,048.42
50-Crime Victims Grant	\$ (50,111.30)	\$ -	\$ 15,641.02	\$ (65,752.32)
80-Tobacco Settlement	\$ 10,113.10	\$ 20,000.00	\$ 159.35	\$ 29,953.75
81-Historical Commission	\$ 10,996.85	\$ -	\$ -	\$ 10,996.85
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 186,849.40	\$ 34,253.37	\$ 1,807.94	\$ 219,294.83

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING May 31, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 32,672.11	\$ 1,101.85	\$ -	\$ 33,773.96
63-Series 2013 UnLimited Tax Road Bond	\$ 58,625.24	\$ 12,249.38	\$ -	\$ 70,874.62
64-Series 2014 Limited Tax Refunding	\$ 85,958.58	\$ 1,605.78	\$ -	\$ 87,564.36
71-Herff Road Project	\$ 820,861.66	\$ 5.30	\$ 248,083.64	\$ 572,783.32
85-Local S.O. Forfeiture	\$ 2,477.96	\$ 0.02	\$ -	\$ 2,477.98
87-Federal S.O. Forfeiture	\$ 42,683.43	\$ 19,311.29	\$ 16,372.87	\$ 45,621.85
90-Trust Account	\$ 555.48	\$ -	\$ -	\$ 555.48
96-Public Grants	\$ 80.85	\$ 31,750.00	\$ 31,750.00	\$ 80.85

Examined and Approved by Auditor's office

Corinna Speer

Date

7/26/16

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING June 30, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 1,061,949.29	\$ 2,503,447.27	\$ 1,922,144.87	\$ 1,643,251.69
11-Road & Bridge	\$ 192,007.40	\$ 157,464.87	\$ 120,276.57	\$ 229,195.70
12-EMS Donations	\$ 12,098.97	\$ 20.00	\$ 139.96	\$ 11,979.01
13-Courthouse Security	\$ 14,340.46	\$ 1,689.21	\$ 725.62	\$ 15,304.05
14-Animal Facility Donations	\$ 16,436.09	\$ 1,670.94	\$ 27.00	\$ 18,080.03
15-Lateral Road & Bridge	\$ 155,802.60	\$ -	\$ -	\$ 155,802.60
16-Court Reporter Service	\$ 54,142.56	\$ 750.00	\$ 371.00	\$ 54,521.56
17-Attorney-Hot Check	\$ 23,565.34	\$ 140.05		\$ 23,705.39
19-Records Mgmt (County Clerk)	\$ 40,972.33	\$ 8,962.52	\$ 167.10	\$ 49,767.75
20-Law Library	\$ 20,704.73	\$ 1,750.00	\$ 1,784.40	\$ 20,670.33
21-Justice Court Technology	\$ 14,360.91	\$ 660.87	\$ 329.98	\$ 14,691.80
22-Justice Court Building Security	\$ 21,995.47	\$ 165.05	\$ -	\$ 22,160.52
23-County & District Technology	\$ 9,653.42	\$ 225.96	\$ -	\$ 9,879.38
24-Alternative Dispute Resolution	\$ 4,395.21	\$ 820.00	\$ -	\$ 5,215.21
25-District Clerk Records Mgmt	\$ 61,908.84	\$ 1,157.15	\$ 1,071.21	\$ 61,994.78
26-County Clerk Rec. Archive Fund	\$ 49,715.74	\$ 8,730.00	\$ 74.25	\$ 58,371.49
27-Vital Statistics Records	\$ 1,386.00	\$ 58.00	\$ -	\$ 1,444.00
28-Pre-Trial Intervention	\$ 13,669.00	\$ 1,259.00	\$ -	\$ 14,928.00
29-LEOSE Training	\$ 47,768.17	\$ -	\$ 851.93	\$ 46,916.24
33-Juv Probation-State Grant	\$ 27,742.57	\$ 17,223.00	\$ 13,728.06	\$ 31,237.51
34-Juv Probation Title IV E	\$ 2,035.61	\$ -	\$ -	\$ 2,035.61
35-Juvenile Probation	\$ (70,483.89)	\$ 75.00	\$ 13,834.88	\$ (84,243.77)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ (25,868.04)	\$ 3,779.98	\$ 4,325.00	\$ (26,413.06)
43-Fire Inspection & Permit Fund	\$ 19,048.42	\$ 1,221.50	\$ -	\$ 20,269.92
50-Crime Victims Grant	\$ (65,752.32)	\$ -	\$ 16,177.57	\$ (81,929.89)
80-Tobacco Settlement	\$ 29,953.75	\$ -	\$ -	\$ 29,953.75
81-Historical Commission	\$ 10,996.85	\$ 75.00	\$ -	\$ 11,071.85
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 219,294.83	\$ 31,061.71	\$ -	\$ 250,356.54

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING June 30, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 33,773.96	\$ 956.14	\$ -	\$ 34,730.10
63-Series 2013 UnLimited Tax Road Bond	\$ 70,874.62	\$ 12,599.37	\$ -	\$ 83,473.99
64-Series 2014 Limited Tax Refunding	\$ 87,564.36	\$ 1,567.20	\$ -	\$ 89,131.56
71-Herff Road Project	\$ 572,783.32	\$ 135,438.29	\$ 708,218.92	\$ 2.69
72-Law Enforcement Center Project	\$ -	\$ 134,158.71	\$ 134,158.71	\$ -
85-Local S.O. Forfeiture	\$ 2,477.98	\$ 0.02	\$ -	\$ 2,478.00
87-Federal S.O. Forfeiture	\$ 45,621.85	\$ 958.93	\$ 5,792.08	\$ 40,788.70
90-Trust Account	\$ 555.48	\$ -	\$ -	\$ 555.48
96-Public Grants	\$ 80.85	\$ 100,874.94	\$ 100,874.94	\$ 80.85

Examined and Approved by Auditor's office

Colinna Speer

Date

8-2-16



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	2016 Appraisal Roll Totals
DEPARTMENT & PERSON MAKING REQUEST	James Hudson, Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343, EXT 271
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Present for approval the 2016 Certified Appraisal Roll totals
REASON FOR AGENDA ITEM	Request approval of the 2016 Certified Appraisal Roll totals
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

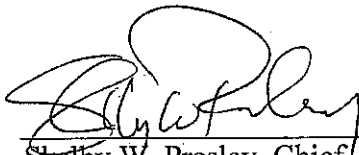
KENDALL APPRAISAL DISTRICT

118 Market Avenue • Boerne, Texas 78006

Kendall County

I, Shelby W. Presley, Chief Appraiser of the Kendall Appraisal District, do solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal for 2016, and that I have included in the records all property I am aware of, at an appraised value determined as required by law.

I, Shelby W. Presley, do hereby certify the attached values are true and correct to the best of my knowledge.



Shelby W. Presley, Chief Appraiser

7-21-16

Date



Received By

07-21-2016

Date

2016 CERTIFIED TOTALS

Property Count: 28,863

GKE - KENDALL COUNTY

Grand Totals

7/19/2016

3:57:46PM

Land		Value			
Homesite:		749,333,149			
Non Homesite:		846,033,621			
Ag Market:		2,084,935,081			
Timber Market:		0	Total Land	(+)	3,680,301,851
Improvement		Value			
Homesite:		2,334,987,721			
Non Homesite:		1,556,588,649	Total Improvements	(+)	3,891,576,370
Non Real		Count	Value		
Personal Property:	2,823		383,035,250		
Mineral Property:	18		30,836,230		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	413,871,480
					7,985,749,701
Ag	Non Exempt	Exempt			
Total Productivity Market:	2,084,527,361	407,720			
Ag Use:	22,053,962	2,300	Productivity Loss	(-)	2,062,473,399
Timber Use:	0	0	Appraised Value	=	5,923,276,302
Productivity Loss:	2,062,473,399	405,420			
			Homestead Cap	(-)	25,811,863
			Assessed Value	=	5,897,464,439
			Total Exemptions Amount (Breakdown on Next Page)	(-)	594,286,486
			Net Taxable	=	5,303,177,953

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	41,943,441	37,360,364	117,557.17	124,829.15	222		
DPS	687,985	657,985	2,381.84	2,381.84	3		
OV65	1,018,919,590	965,172,610	3,178,375.04	3,275,900.96	3,503		
Total	1,061,551,016	1,003,190,959	3,298,314.05	3,403,111.95	3,728	Freeze Taxable	(-) 1,003,190,959
Tax Rate	0.386700						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	259,450	249,450	244,641	4,809	1		
OV65	7,732,650	7,520,650	6,311,377	1,209,273	20		
Total	7,992,100	7,770,100	6,556,018	1,214,082	21	Transfer Adjustment	(-) 1,214,082
						Freeze Adjusted Taxable	= 4,298,772,912

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 19,921,668.90 = 4,298,772,912 * (0.386700 / 100) + 3,298,314.05

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Effective and Rollback Tax Rates
DEPARTMENT & PERSON MAKING REQUEST	James Hudson, Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343, EXT 271
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	Present and discuss 2016 Effective and Rollback Tax Rates and notices/publications.
REASON FOR AGENDA ITEM	To present and discuss the 2016 Effective and Rollback Tax Rates and notice and publications.
IS THERE DOCUMENTATION	Yes - to be presented in Court
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	EDC Board of Directors appointment
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	Consideration and action concerning the nomination of a Kendall County representative to the Boerne-Kendall County Economic Development Corporation (EDC) Board of Directors.
REASON FOR AGENDA ITEM	The EDC Board of Directors has two representatives, each serving a three-year term. One position needs to be filled.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION**

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



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION**

SUBJECT	Adult Probation Temporary Housing
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 concerning a lease agreement between Kendall County and Mike Hayes (Johns Road Business Center LCC) to provide office space for the Adult Probation Department beginning on December 15, 2016.
REASON FOR AGENDA ITEM	Due to the construction of a new Law Enforcement Center (LEC), the current portable building that houses Adult Probation will be removed and new temporary space will need to be provided.
IS THERE DOCUMENTATION	-
WHO WILL THIS AFFECT?	Adult Probation department
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION**

SUBJECT	Public Safety and Utilities Communication Services
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the Interlocal Agreement between Kendall County, the City of Boerne, and Fair Oaks Ranch for Public Safety and Utilities Communication Services.
REASON FOR AGENDA ITEM	To increase efficiency and effectiveness of the functions of the public safety and utilities communications office to benefits the citizens of Kendall County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

**INTERLOCAL AGREEMENT FOR PUBLIC SAFETY
AND UTILITIES COMMUNICATION SERVICES**

This Interlocal Agreement for Public Safety and Utilities Communication Services ("Agreement") is entered into by and between the CITY OF BOERNE ("Boerne"), FAIR OAKS RANCH ("Fair Oaks"), and KENDALL COUNTY ("County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection and other related services;

WHEREAS, the Parties desire that a centralized public safety and utilities communications office be provided;

WHEREAS, the Parties desire to form a Board of Directors to oversee the centralized public safety and utilities communications office;

WHEREAS, the Parties desire to share the costs and benefits of a centralized public safety and utilities communications office;

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), will be a benefit to all the citizens;

NOW THEREFORE, be it resolved that the Parties enter into this Agreement and agree as follows:

Section 1. Term

The Term of this Agreement is October 1, 2016 through September 30, 2017. It may be renewed by mutual orders or resolutions of the Parties for subsequent one-year terms beginning on October 1 and ending on September 30 of each subsequent contract period.

Section 2. Renewal/Cancellation

- A. To initiate acceptance, or subsequent renewal, of this Agreement, Fair Oaks and County shall forward a request to the City Manager of Boerne, seeking a statement of the proposed cost for the next budget year. If said statement of costs is acceptable, Fair Oaks and the County shall forward a signed copy of this Agreement to the City Manager of Boerne prior to August 1.
- B. Boerne shall either accept or decline the offer to enter into, or renew, this Agreement by formal resolution of the City Council of Boerne and shall forward a certified copy of said resolution to the Mayor or City Administrator of Fair Oaks and the County Judge on or before September 1.
- C. Any of the Parties may cancel its participation in this Agreement for any reason by notifying the other parties in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to Boerne pursuant to this Agreement on the effective date of cancellation shall be paid by the cancelling party within sixty (60) days of the receipt of any bill issued by Boerne or the date of cancellation, whichever is later.

Section 3. Funding Determination

- A. To determine the amount of funding for the Term covered by this Agreement, or subsequent renewal, Boerne will count all service calls coming into Boerne dispatch from April 1 through March 31 of the prior year. In this Agreement, the term "service calls" means any and all calls into the Boerne centralized public safety and utilities communications. Service calls include, but are not limited to, traffic stops, utility calls (street, gas, electric, etcetera), and animal control calls.
- B. From the April 1 through March 31 service calls, Boerne will determine the percentage amount of service calls each Party required from the Boerne centralized public safety and utilities communications office. Such determination will be presented by Boerne to the Board of Directors (as established in Section 7 below).
- C. The budget for the Term of this Agreement, and any subsequent renewal, will be determined by Boerne and must be approved by a majority of the Board of Directors.
- D. Each Party will pay its percentage share as set forth in Section 6 below. The funding determination for the Term of this Agreement year is attached as Exhibit A and is incorporated as if set forth herein. The amount of funding for any subsequent renewal of this Agreement will be determined by using the methodology set forth in this Section.

Section 4. Funding Requirements

- A. All Parties agree that all funds due under this Agreement shall be payable out of current revenues and that each Party shall set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- B. Any resolution or order of a Party renewing this Agreement shall be deemed to be a certification that the obligations incurred by the terms of the Agreement shall be payable out of current revenues and that the Parties have, or will, set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- C. The cost of public safety, public works, roads, bridges and the centralized public safety and utilities communications office operations shall be shared by each government entity based on such Parties percentage amount determined under the parameters set forth in Section 3 above and set forth in Exhibit A.
- D. The cost for maintenance of the dispatch consoles and related equipment housed in the centralized public safety and utilities communications office shall be shared on this same basis.

Section 5. Duties of the City of Boerne

Boerne will provide public safety and utilities communications services to Fair Oaks and the County, twenty four (24) hours per day, three hundred sixty five (365) days per year, and said services shall include communications for public safety, public works, and utilities.

Section 6. Payments

- A. Fair Oaks agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2016 through September 30, 2017.
- B. Kendall County agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2016 through September 30, 2017.

- C. Boerne agrees to set aside the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2016 through September 30, 2017.
- D. Payments by each entity shall be made quarterly and in advance, no later than the 10th day of the first month of the quarter, with the first payment due no later than October 10. Payments due under this Agreement shall be made payable to the City of Boerne (c/o Director of Finance), P. O. Box 1677, Boerne, Texas 78006.
- E. Should any of the funds from any of the Parties, including Boerne, remain at the end of the term of this Agreement, such funds shall be placed into a reserve fund which shall be set aside in a separate accounting line item.
- F. The funds placed into this reserve fund will be used solely for shared costs necessary for Boerne centralized public safety and utilities communications office. At the end of each Agreement year, Boerne will provide Fair Oaks and the County an accounting of the amounts in such reserve funds and any amounts spent out of the reserve funds during the Agreement year.

Section 7. Board of Directors

- A. A Board of Directors shall be appointed to oversee the public safety, public works and utilities communications.
- B. The Board of Directors shall include the current Chief of Police for Boerne, the Chief of Police for Fair Oaks, and the County Sheriff. The Parties will appoint two additional members each. All members shall be employees or elected officials of the respective governmental entity. Volunteer firefighters shall be considered employees for the purpose of serving on this Board of Directors.
- C. Before hiring a Communications Supervisor the potential candidate will be interviewed by the Board. The Communications Supervisor will be hired by the Boerne Chief of Police and will be an employee of the City of Boerne. The Communications Supervisor will write policies and procedures and be responsible for hiring any additional staff as needed. The Communications Supervisor will work with the Board, but will come under the direct supervision of the Boerne Chief of Police.

Section 8. Miscellaneous

- A. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein,

Darrel Lux
Kendall County Judge
201 E. San Antonio Ave.
Boerne, Tx 78006

Ronald C. Bowman
City Manager
402 E. Blanco
Boerne, Tx 78006

Tobin Maples
City Administrator
7286 Dietz Elkhorn
Fair Oaks Ranch, Tx 78015

- B. This Agreement constitutes the sole and only agreement of the parties with respect to the matters covered by this Agreement. No other agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
- C. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- D. This Agreement shall be construed under and in accordance with the laws of the State of

Texas. The obligations and undertakings of each of the parties to this Agreement shall be performable in Kendall County, Texas.

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

EXECUTED IN TRIPLICATE ORIGINALS on the ____ day of _____, 2016.

Approved:



Ronald C. Bowman, City Manager

Attest:



City Secretary

Approved:

Darrel Lux, County Judge

Attest:

County Clerk

Approved:

Tobin Maples, City Administrator

Attest:

City Secretary

Exhibit A

Cost per entity for FY 16-17		IT Position Total Cost
Kendall County	44%	$\$497,407.24 + \$23,500.00 = \$520,907.24$
City of Boerne	40%	$\$466,688.40 + \$23,500.00 = \$490,188.40$
Fair Oaks Ranch	16%	$\$180,875.36 + \$23,500.00 = \$204,375.36$

**each entity pays 1/3 cost of IT Position that equals \$23,500.00.*

The overall FY16-17 budget for Communications with IT included is: \$1,215,471.00



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	EDC Business Prospect
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Misty Mayo, President/CEO, Boerne Kendall County Economic Development Corporation
PHONE # OR EXTENSION #	830-249-9343 ext 213
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Presentation concerning a proposed multi-faceted site, multi-tenant commercial development. Discussion regarding proposed economic development incentives. Action as appropriate.
REASON FOR AGENDA ITEM	Proposed business prospect in Kendall County.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Request for Relief - Family Cemetery
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 a request for relief from road frontage and the platting requirements in accordance to sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division will create a family cemetery with access over an existing and proposed easements as depicted in exhibit.
REASON FOR AGENDA ITEM	Request for Relief - Family Cemetery
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date: July 28, 2016
2. Location of Property: 19 Biermann Road (private road off of Upper Sisterdale Road)
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Thomas C. Pfeiffer and Julia L. Pfeiffer
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

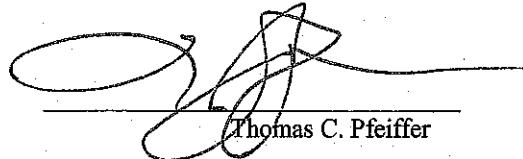
Relief from minimum road frontage and tract size – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

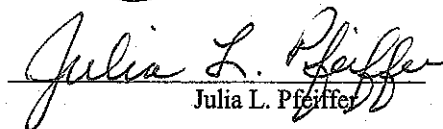
The subject tract will be designated for cemetery purposes only
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The subject tract is below the 6 acre minimum and does not have road frontage
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

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

Not to my knowledge


Thomas C. Pfeiffer


Julia L. Pfeiffer

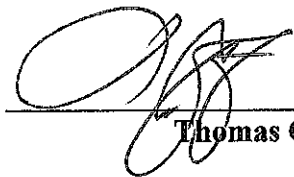
PFEIFFER LAND SURVEYING

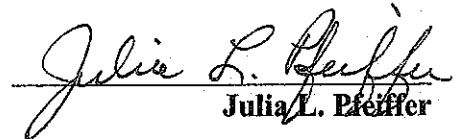
918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

July 28, 2016

We, **Thomas C. Pfeiffer and Julia L. Pfeiffer**, landowners, do hereby authorize the Staff of Pfeiffer Land Surveying to do Deed Research, perform land surveying services, prepare necessary documents for survey, represent us before the Kendall County Staff and authorize the recording of an Affidavit of Land Location basically on property described below:

Property Owners: Thomas C. Pfeiffer and Julia L. Pfeiffer
A 1.577 acre tract of land and a 25' wide ingress\egress easement
out of a 79.37 acre tract recorded in Volume 149
Pages 72-78, Deed Records, Kendall County, Texas



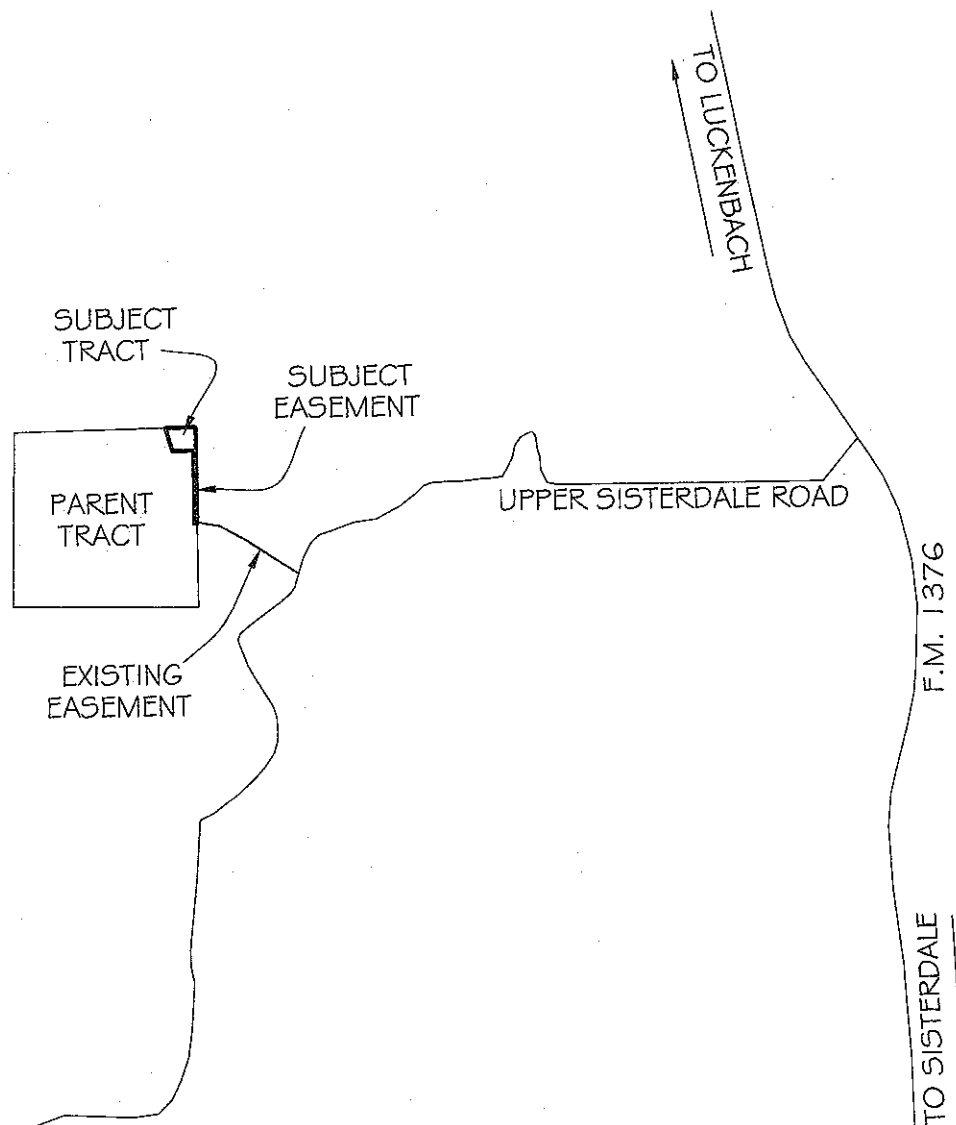
Thomas C. Pfeiffer

Julia L. Pfeiffer

LOCATION MAP



SCALE: 1" = 400'



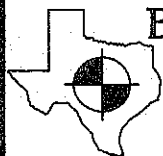
PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761



PROPOSED DIVISION



SCALE: 1" = 400'

PARENT TRACT
THOMAS C. PFEIFFER AND JULIA L. PFEIFFER
79.37 ACRE TRACT
VOLUME 149, PAGES 72-78
DEED RECORDS

PROPOSED 1.577
ACRE TRACT
FOR FAMILY CEMETERY
PURPOSES

PROPOSED 25' WIDE
INGRESS/EGRESS EASEMENT

CENTER OF EXISTING 30' WIDE
ROAD EASEMENT
VOLUME 134, PAGE 1002
DEED RECORDS

UPPER SISTERDALE
ROAD

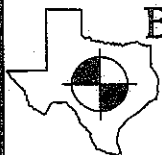
PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016

OPEN SESSION

SUBJECT	Concrete Headwalls and Flat Work Bid - Road and Bridge
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 award the Concrete Headwalls and Flat Work bid for 11 sites.
REASON FOR AGENDA ITEM	To award the bid.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	Bid to be opened on Friday, August 5th.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	Contract Renewal - Remote Birth Access System
DEPARTMENT & PERSON MAKING REQUEST	Darlene Herrin, County Clerk
PHONE # OR EXTENSION #	830-249-9343 Extension # 230
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to renew the contract with the Department of State Health Services (DSHS) for the Remote Birth Access System.
REASON FOR AGENDA ITEM	Renewal of contract
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Citizens born in the State of Texas requesting their birth certificates for various reasons.
ADDITIONAL INFORMATION	Contract has been reviewed by Bob Eason.

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-17-0051-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and **Kendall County Clerk's Office** (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2016 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Kendall County Clerk's Office

Address: 201 E. San Antonio St., Ste. 127
Boerne, TX 78006

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

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

B. Contractor will send payments to DSHS at:

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

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

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

Kendall County Clerk's Office	DSHS
Darlene Herrin Kendall County Clerk's Office 201 E. San Antonio St., Ste. 127 Boerne, TX 78006 Phone: 830-249-9343 ext.230 Email: darlene.herrin@co.kendall.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

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

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

C. Confidentiality.

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract.

2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
 3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

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

DEPARTMENT OF STATE HEALTH
SERVICES

KENDALL COUNTY CLERK'S OFFICE

Ed House
Chief Operating Officer
Department of State Health Services

Darrel L. Lux
County Judge
Kendall County

Date

Date



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	Appointment of Alamo Insurance as our agent of record for our group insurance benefits for plan year 2016/2017
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Benefit's Coordinator
PHONE # OR EXTENSION #	830-249-9343 Ext. #601
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to appoint Alamo Insurance as our agent of record for our group insurance benefits for plan year 2016/2017.
REASON FOR AGENDA ITEM	Alamo is already our agent of record for plan year 2015/2016 and at renewal we are extending that to next plan year.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Employees
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Renewal of Group Medical Insurance
DEPARTMENT & PERSON MAKING REQUEST	Greg Coldeway, Alamo Insurance Group Michelle Lux, Benefits, Coordinator, HR
PHONE # OR EXTENSION #	830-249-9343 #601
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the renewal of Kendall County's group medical insurance for plan year 2016/2017.
REASON FOR AGENDA ITEM	Kendall County's current plan expires 09/30/2016.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County Employees
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Renewal of Group Dental and Life Insurance
DEPARTMENT & PERSON MAKING REQUEST	Greg Coldeway, Alamo Insurance Group Michelle Lux, Benefits, Coordinator, HR
PHONE # OR EXTENSION #	830-249-9343 #601
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the renewal of Kendall County's group dental and life for plan year 2016/2017.
REASON FOR AGENDA ITEM	Kendall County's current plan expires 09/30/2016.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County Employees
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Renewal of Group Vision Insurance
DEPARTMENT & PERSON MAKING REQUEST	Greg Coldeway, Alamo Insurance Group Michelle Lux, Benefits, Coordinator, HR
PHONE # OR EXTENSION #	830-249-9343 #601
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the renewal of Kendall County's group vision insurance for plan year 2016/2017.
REASON FOR AGENDA ITEM	Kendall County's current plan expires 09/30/2016.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County Employees
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Presentation by Rita Holmberg Woodman, South Texas Blood Center
DEPARTMENT & PERSON MAKING REQUEST	Rita Holmberg Woodman Donor Recruitment Consultant South Texas Blood Center Hill Country Representative Michelle Lux, Benefit's Coordinator
PHONE # OR EXTENSION #	830-249-9343 Ext. #601
TIME NEEDED FOR PRESENTATION	7 minutes
WORDING OF AGENDA ITEM	Presentation by Rita Holmberg Woodman explaining the need for blood donations in Kendall County and announcing the upcoming blood drives.
REASON FOR AGENDA ITEM	Kendall County has a long term relationship with the South Texas Blood Center and hosts 3 drives annually. Ms. Woodman would like the opportunity to address the Court and inform the residents of Kendall County of the current need for donations.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All Kendall County Residents
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016

OPEN SESSION

SUBJECT	Agreement with Kendall County Fair Association
DEPARTMENT & PERSON MAKING REQUEST	Richard Elkins, Commissioner Precinct 2
PHONE # OR EXTENSION #	830-249-9343 Ext. 315
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning an agreement with the Kendall County Fair Association.
REASON FOR AGENDA ITEM	The County leases land from the KCFA for the brush site. That agreement provides that the County may perform work for the KCFA and rent payments will be credited. The KCFA has requested that the County perform some work on the parking area at the Fair Grounds.
IS THERE DOCUMENTATION	Yes, proposed agreement.
WHO WILL THIS AFFECT?	Kendall County employees that will be doing the work.
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

AGREEMENT

PARTIES: The parties to this agreement are KENDALL COUNTY FAIR ASSOCIATION, INC. (hereinafter "KCFA") and KENDALL COUNTY, TEXAS (hereinafter "COUNTY").

WHEREAS, KCFA and COUNTY are parties to a lease agreement whereby COUNTY leases from KCFA certain real property being a 3.44-acre tract located on Charger Boulevard, Boerne, Kendall County, Texas where COUNTY operates a brush site where brush can be brought to the premises by citizens and agents of other governmental entities, or others as determined by COUNTY, and ground into mulch by a tub grinder located on the premises; and

WHEREAS, pursuant to the lease agreement, COUNTY pays KCFA rental at the rate of \$2,000.00 per month; and

WHEREAS, the lease agreement provides that COUNTY can receive credit towards the lease payments for expenses incurred by COUNTY in repairing pot holes and/or repairing, maintaining or paving roadways or parking areas on the property of KCFA (not including the premises leased to COUNTY), or performing other work for the benefit of KCFA, provided such work is requested by KCFA, and provided further that the amount credited towards payment of rental is subject to agreement of the parties.

WHEREAS, KCFA has requested that COUNTY perform work on the parking lot of KCFA and COUNTY has the personnel and equipment required to perform such work; and

WHEREAS, the Road and Bridge Department of COUNTY estimates that the cost to COUNTY of performing such work will be between \$16,000 to \$17,000; and

WHEREAS, KCFA and COUNTY agree that if COUNTY performs the work requested by KCFA, COUNTY will be credited with rent payments, in the amount of \$2,000.00 per month until the total expenses incurred by COUNTY in performing the work are recovered by COUNTY;

NOW THEREFORE, the Parties agree as follows:

1. At a time and on a schedule agreed to by the County Judge of COUNTY, and the President of KCFA, COUNTY shall perform the work on the premises of KCFA as set out in Exhibit "A" attached hereto and incorporated herein for all purposes.
2. Following completion of the work, COUNTY shall provide KCFA with a statement itemizing the expenses incurred by COUNTY in the performance of the work.
3. COUNTY shall receive a credit from KCFA to be applied towards the lease payments due from COUNTY to KCFA pursuant to the lease agreement between the Parties at the rate of \$2000.00 per month until the total expenses incurred by COUNTY in performing the work are recovered by COUNTY.

INDEMNIFICATION: KCFA does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement, it being KCFA's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this agreement.

MISCELLANEOUS PROVISIONS:

1. **LAW:** The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties concerning the subject of the agreement. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. **BINDING EFFECT:** This agreement is binding upon and inures to the benefit of the parties to this agreement and to their respective heirs, executors, administrators, and permitted successors and assigns.
4. **NOTICES:** All notices under this agreement shall be delivered by hand delivery to the respective party at the addresses indicated herein or such other addresses that the parties may designate in writing.

SIGNED AND EFFECTIVE ON THE _____ DAY OF _____, 2016.

KENDALL COUNTY, TEXAS

DARREL L. LUX
County Judge

201 East San Antonio Avenue
Kendall County Courthouse
Boerne, Texas 78006

KENDALL COUNTY FAIR ASSOCIATION, INC.

President

Address:



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 8/8/2016 OPEN SESSION	
SUBJECT	Ambulance Supplemental Payment Program
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMS Administrator
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Discussion and Action in an Addendum to Intermedix Service Agreement for the Option of Ambulance Supplemental Payment Program.
REASON FOR AGENDA ITEM	Ability to collect additional funding under the Centers for Medicare and Medicaid Services under the Ambulance Supplemental Payment Program.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Provide additional money toward EMS collections.
ADDITIONAL INFORMATION	The estimate that PCG provided was about an additional \$190,000.00 plus per year.

**Addendum to Service Agreement
Option of Ambulance Supplemental Payment Program**

This Addendum ("Addendum") is made and entered into this 8th day of August, 2016 (the "Addendum Effective Date") by and between Kendall Emergency Medical Services (EMS), Texas, a Texas political subdivision, with principal offices located at offices located at 201 East San Antonio #122, Boerne, Texas 78006 ("Client") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

WHEREAS, Client and Intermedix are parties to the Agreement for Ambulance Billing and Related Professional Services (the "Agreement") as of its Effective Date; and

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows States to establish alternative payment methodologies (herein referred as the "Ambulance Supplemental Payment Program") for certain classes of providers pursuant to 42 CFR 447.321, section 1902 (a)(30) of the Social Security Act, and

WHEREAS, Client has elected to partner with Intermedix and Intermedix's Consultant, Public Consulting Group, Inc., to develop, for a fee, an Ambulance Supplemental Payment Program.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. A new section 5.01.1 will be added to the Agreement to read as follows:

"5.01.1 Settlement Fee (Ambulance Supplemental Payment Program). Intermedix will charge to Client a Settlement Fee as follows:

Fifteen percent (15%) of the Client's revenue from the Ambulance Supplemental Payment Program when the funding settlement is received."

2. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. All terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect except to the extent this Amendment expressly modifies or is inconsistent with the terms and conditions of the Agreement, in which case the terms of this Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above.

Client:
Kendall Emergency Medical Services (EMS)

Intermedix:
Advanced Data Processing, Inc., a subsidiary
of Intermedix Corporation, a Delaware
corporation

By: _____
Name: Darrel L. Lux
Title: County Judge
Date: 08-08-2016

By: _____
Name: _____
Title: _____
Date: _____

Ambulance Supplement Payment estimate.

ASPP Settlement Estimate	
Provider Name:	Kendall County
City:	Boerne, TX
Provider Type:	EMS Only
Medicaid (FFS) - Charges	\$ 21,178
Medicaid (FFS) - Paid Claims	\$ 4,315
Medicaid (MCO) - Charges	\$ 95,715
Medicaid (MCO) - Paid Claims	\$ 21,437
Uninsured - Charges	\$ 609,975
Uninsured - Paid Claims	\$ 14,537
Total Billed Charges (Medicaid & Uninsured)	\$ 726,868
Total Paid Claims (Medicaid & Uninsured)	\$ 40,289
Total Computable	\$ 686,580
FMAP Application (FY17)	56.18%
Projected Federal Share	\$ 385,720
Projected Haircut (Due to Limited Funding)	50%
Annual Projected Settlement to Provider	\$ 192,860



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Hazard Mitigation Plan Strategies
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Discussion and Action approving the Hazard Mitigation Plan Strategies to forward to H2O Partners to put into the Hazard Mitigation Plan for Texas Division of Emergency Management (TDEM) and Federal Emergency Management Agency (FEMA).
REASON FOR AGENDA ITEM	Required to have a Hazard Mitigation Plan and renew it every 5 years.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	Some of the plan if and/or implemented could cost but only if implemented.



Kendall County – Action # 1

Proposed Action:	All critical facilities should have a back-up power supply. Conduct survey to identify these facilities that do not have back-up power and prioritize facilities. Install backup power with permanent quick connections at facilities as funding becomes available.
BACKGROUND INFORMATION	
Site and Location:	Countywide facilities.
Risk Reduction:	Assure that during power outages that all County Facilities have the ability to have back-up power to conduct day-to-day and critical activities. Ensure continuity of services during hazard events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Thunderstorm Wind, Tornado, Wildfire, Winter Storm, Hurricane, Terrorism
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	TBD per site
Potential Funding Sources:	Local Budget, HMA Grants
Lead Agency/Department Responsible:	Facility Maintenance, Emergency Management
Implementation Schedule:	Within 12 months of plan adoption pending available funding
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

It is critical that government facilities be up and running as quickly after an event that causes power outages for short and/or long term.

ADDITIONAL CONSIDERATIONS: 5+5+5+5+5+5+5=35

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 2

Proposed Action:	Assisting Cow Creek Ground Water District in enforcing water restrictions. Use law enforcement to enforce water restrictions when Cow Creek issues critical water level concerns and expresses a need for strict conservation.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Provide for water retention and avoid depreciation of ground water sources.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural System Protection & Awareness

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Drought
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	Minimal – Staff Time
Potential Funding Sources:	Local Budget
Lead Agency/Department Responsible:	Cow Creek w/Law Enforcement assistance
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Operations Plan

COMMENTS:

As the County continues to grow and more and more water is being consumed daily, it is important to enforce water restrictions when we are experience drought conditions to cut down on the number of wells that will go dry.

ADDITIONAL CONSIDERATIONS: 3+2+3+2+3+5+5=23

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 3

Proposed Action:	Purchase, build and place hazardous warning signs, or auto barricades at low water crossings. Place auto barricades or permanent pull out barricades at these locations so when auto sensed a barricade would drop and close the roadway. If using the pull out type all responders would have a key to open the container and close the roadway.
BACKGROUND INFORMATION	
Site and Location:	Countywide at low water crossings.
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide early warning that the roadway is flooded and not to drive through; Turn Around – Don't Drown.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Flood
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$500,000.00
Potential Funding Sources:	HMA Grants, or budget for limited amount each year
Lead Agency/Department Responsible:	Road and Bridge
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Road and Bridge Flooding Plans

COMMENTS:

Kendall County lies within part of the area of Texas that is prone to more flooding, flash flooding than other parts of the State and Nation.

ADDITIONAL CONSIDERATIONS: 4+2+3+4+4+2+3= 22

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 4

Proposed Action:	Creation of a GIS map showing all low water crossing in the County and improve county flood risk assessment. Build site, make public then educate public how to access and use.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction Benefit	Having this site easily accessible to the public, citizens, visitors and other to pull up and see during times of potential flooding events.
Type of Action:	Local Plans and Regulations

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Flood, Thunderstorms, Hurricane
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	Minimal
Potential Funding Sources:	Budget through the GIS department
Lead Agency/Department Responsible:	GIS Department
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Emergency Operations Plans.

COMMENTS:

Would allow the public as well as responder to become familiar with low water crossing locations, maybe history on how fast they flood and the extent of dangers when flooding.

ADDITIONAL CONSIDERATIONS: 5+5+5+4+5+5+5=34

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 5

Proposed Action:	Purchase and place generators with permanent quick connections at all Fire Stations in the County that do not have. Survey each station to see what it energy requirements are required. Purchase generators with auto switches to power the stations during outages.
BACKGROUND INFORMATION	
Site and Location:	Alamo Springs, Bergheim, Kendalia, Sisterdale and Waring Fire Stations.
Risk Reduction Benefit:	During Flooding, Severe thunderstorm, or Winter Strom or other events that could cause power disruption, the fire stations would have emergency power to continue their mission.
Type of Action:	Structure & Infrastructure

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Flood, Thunderstorm, Winter Storm, Hail, Wildfire, Extreme Heat, Tornado, Hurricane
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$250,000.00
Potential Funding Sources:	HMA Grants, or budget for limited amount each year
Lead Agency/Department Responsible:	Fire Chiefs
Implementation Schedule:	Wihthin 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Continuity of Operations Plan

COMMENTS:

It is important that responders be able to operate effectively during adverse conditions.

ADDITIONAL CONSIDERATIONS: 5+5+4+5+5+4+4= 32

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 6

Proposed Action:	Conduct hail storm and Tornado safety awareness and education about the dangers of hail storms and tornados.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Prevent property damage, loss of life and prevention of injury due to hail storms and tornados.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail Storm and Tornado
Effect on new/existing buildings:	Reduce damage to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$5,000
Potential Funding Sources:	Local Budget, Donations and HMA Grant
Lead Agency/Department Responsible:	Public Safety Responders
Implementation Schedule:	Within 24 months of plan adoption pending funding
Incorporation into Existing Plans:	Local Plans & Public Regulations SOP's

COMMENTS:
When Fire Departments, EMS, Law Enforcement go to schools, homeowner assoc. meeting and other events they could take time to educate and inform the public about the dangers of Hail Storms and Tornado and how to protect themselves and family.
ADDITIONAL CONSIDERATIONS: 5+4+3+4+5+5+5=31
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 7

Proposed Action:	Provide training for first responders that could be involved in a Hazardous Material Incident. Provide 2016 Emergency Response Guidebook training to all 1 st responders. Provide Awareness training to all FD, EMS and Law Enforcement staff.
BACKGROUND INFORMATION	
Site and Location:	Countywide all 1 st responders
Risk Reduction:	Reduce the risk of injury and/or death to 1 st responders and reduce the risk posed by the Hazardous Material.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hazardous Material
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$10,000
Potential Funding Sources:	Training Budget, HMA Grants
Lead Agency/Department Responsible:	Emergency Management, Fire Department, Law Enforcement
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local SOP's

COMMENTS:
With 26 miles of IH 10 running through Kendall County in addition to other State Highways and Farm to Market road the potential for a hazardous Material Incident are probable.
ADDITIONAL CONSIDERATIONS: 5+5+3+5+3+5+5= 31
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 8

Proposed Action:	Provide advanced training for first responders that want to advance to the operations and/or technical level to operate in the hot zone of a Hazardous Material Incident. Provide opportunity for staff that want to achieve an advance level of training to do so.
BACKGROUND INFORMATION	
Site and Location:	Countywide department members wanting to advance.
Risk Reduction:	Reduce the risk of injury and/or death to responders and reduce the risk posed by the Hazardous Material as well as reduce the time to mitigate the incident vs waiting for response companies to get here from outside the county.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Hazardous Material
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$250.00 to \$750.00 per student
Potential Funding Sources:	Training Budget, HMA Grants, Loans
Lead Agency/Department Responsible:	Emergency Management, Fire Department, Law Enforcement
Implementation Schedule:	Within 24 months of plan adoption pending funding
Incorporation into Existing Plans:	Local SOP's

COMMENTS:

With 26 miles of IH 10 running through Kendall County in addition to other State Highways and Farm to Market road the potential for a hazardous Material Incident are probable.

ADDITIONAL CONSIDERATIONS: 5+5+3+5+3+5+5= 31

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 9

Proposed Action:	Ensure that business which use, stores, manufactures or sell hazardous material is in compliance with the Adopted County Fire Code. Annual fire inspection of facilities that use, store, manufacture or sell hazardous materials.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Potential for Hazardous Material release.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hazardous Materials
Effect on new/existing buildings:	Reduce risk to existing facilities
Priority (High, Moderate, Low):	High
Estimated Cost:	None – staff time
Potential Funding Sources:	N/A
Lead Agency/Department Responsible:	Fire Marshal – Health Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Fire, Health and Safety Codes

COMMENTS:
ADDITIONAL CONSIDERATIONS: 5+5+5+5+5+5+5=35
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =

**Kendall County – Action # 10**

Proposed Action:	Provide cooling sites & public education for extreme heat conditions. Provide locations for the public & citizens to gather where they are in a cooler environment. Public service announcements and handouts on cooling locations and personnel protection.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk of injury and/or illness to citizens during extreme heat days.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education & Awareness

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Extreme Heat
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$5,000
Potential Funding Sources:	Nonprofit organizations building and sponsored pamphlets
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

ADDITIONAL CONSIDERATIONS: 5+5+3+4+4+5+5= 31
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 11

Proposed Action:	Provide subsidized fans and other cooling devices to citizens that are in need of. Provide Subsidized fans and other cooling devices to citizens that are in need of them. Through public service have people purchase fans and cooling devices and drop off at a public safety building location. After devices are dropped off we can work with family services, faith base organizations and other to get the cooling devices in the hands of those in need.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Reduce the injury, illness and deaths from long exposure to extreme heat days.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	minimal
Potential Funding Sources:	Donations of devices
Lead Agency/Department Responsible:	Public Safety w/ Family Services and Faith Base organizations assistance.
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local and Emergency Response Plans

COMMENTS:
ADDITIONAL CONSIDERATIONS: 5+4+5+4+5+5+5=33
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 12

Proposed Action:	Strengthen subdivision rules & regulations to encourage higher densities only outside of known hazard areas and stronger construction standards to mitigate against hazards including wind, hail, wildfire, and flood. As development rules and regulations are review and updated, we propose to add this to future rules and regulations and educate developers to find area outside know hazard areas and to build disaster resistant structures.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Deduce damage to structures while reducing risk to life safety.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm, Wildland Fire, Tornado, Hail, Hurricane
Effect on new/existing buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$5,000
Potential Funding Sources:	Local Budget
Lead Agency/Department Responsible:	Development Management, Flood Plain Manager, GIS
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Local ordinances and building codes

COMMENTS:
ADDITIONAL CONSIDERATIONS: 4+3+4+2+3+5+3= 24
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 13

Proposed Action:	Provide early warning and post event information. Either purchase or encourage citizens to purchase NOAA All hazard radios for early warning and post-event information for public, businesses, schools, event venues.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Provide for life safety issues for the public and 1 st responders.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Flood, Thunderstorms, Hail, Wildfire, Winter Storm, Hurricane Wind, Tornado, Dam Failure, Extreme Heat
Effect on new/existing buildings:	Reduce risk to existing structures through early warning
Priority (High, Moderate, Low):	High
Estimated Cost:	TBD
Potential Funding Sources:	Donations, HMA Grants, Local Budget
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
ADDITIONAL CONSIDERATIONS: 5+5+4+5+5+5+5=34
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 14

Proposed Action:	Through use of Fire Codes & Subdivision Rules and Regulations adopt minimum residential street width to accommodate emergency response vehicles. Through code, rules & regulation enforcement we can made residential street safer for responders.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Allows for a safer and quicker response time.
Type of Action:	Local Plans & Regulations

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Dam Failure, Flood, Hurricane, Thunderstorm, wildfire, Winter Storm, Tornado, Hail
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$1,000
Potential Funding Sources:	Developer Responsibility
Lead Agency/Department Responsible:	Fire Marshal, Development Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Fire Code & Development Rules and Regulations.

COMMENTS:

As the County continues to grow we need to provide safer and quicker response time to incidents.

ADDITIONAL CONSIDERATIONS: 3+4+5+3+5+5+5= 30

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 15

Proposed Action:	Make sure 1 st responders are trained in the recognition and procedure for a pipeline failure. Including how to locate pipelines in the County. Provide opportunity for responders to attend Pipeline safety courses taught in the area and around the state and/or conduct local training on pipeline failure.
BACKGROUND INFORMATION	
Site and Location:	Countywide 1 st responders
Risk Reduction:	Reduce the risk of injury and/or death to responders and reduce the risk posed by a pipeline failure and what actions to take if responding to a failure.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Pipeline Failure
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	Most courses are free, maybe minimal travel cost.
Potential Funding Sources:	Training Budget
Lead Agency/Department Responsible:	Emergency Management, Fire Department, Law Enforcement
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Local SOP's

COMMENTS:
Kendall County has 3 lines running through it.
ADDITIONAL CONSIDERATIONS: 5+5+5+5+5+5+5= 35
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 16

Proposed Action:	Educate the public and landowner of the dangers of a Pipeline Failure, how to recognize and contact assistance as well as activities conducted on and around pipelines. Provide opportunity for the public and landowners to understand the dangers of Pipeline Failure and how to recognize and report.
BACKGROUND INFORMATION	
Site and Location:	Countywide in area where Pipelines exist.
Risk Reduction:	Reduce the risk of injury and/or death to citizens and landowners and how to request assistance during a failure.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education & Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Pipeline Failure
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	\$2,500
Potential Funding Sources:	Budget
Lead Agency/Department Responsible:	Emergency Management, Fire Department, Law Enforcement
Implementation Schedule:	Within 36 months of plan adoption pending funding
Incorporation into Existing Plans:	Local SOP's and Public Awareness

COMMENTS:
Kendall County has 3 lines running through it.
ADDITIONAL CONSIDERATIONS: 5+5+5+5+5+5+5= 35
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =

**Kendall County – Action # 17**

Proposed Action:	Establish local response procedures for suspicious packages received. Have local procedures in all offices that receive mail and/or packages.
BACKGROUND INFORMATION	
Site and Location:	Countywide facilities
Risk Reduction:	Reduce the risk of opening and/or receiving suspicious packages and/or mail.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Terrorism
Effect on new/existing buildings:	Reduce risk to existing facilities
Priority (High, Moderate, Low):	High
Estimated Cost:	\$1,000
Potential Funding Sources:	Local Budget
Lead Agency/Department Responsible:	Law Enforcement, Emergency Management
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Local Plans, Department SOP's

COMMENTS:
ADDITIONAL CONSIDERATIONS: 5+5+3+5+5+5+5= 33
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 18

Proposed Action:	Provide awareness training with reference to terrorism. Provide terrorism awareness training to all county staff on what to look for that may indicate suspicious activity or left behind objects.
BACKGROUND INFORMATION	
Site and Location:	Countywide facilities
Risk Reduction:	Reduce the risk of having a terrorism incident in a county facility or during a county sponsored function.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education & Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Terrorism
Effect on new/existing buildings:	Reduce risk to existing facilities
Priority (High, Moderate, Low):	High
Estimated Cost:	\$5,000
Potential Funding Sources:	Local Budget
Lead Agency/Department Responsible:	Law Enforcement, Emergency Management
Implementation Schedule:	Within 12 months of plan adoption pending funding
Incorporation into Existing Plans:	Local Plans, Department SOP's

COMMENTS:
ADDITIONAL CONSIDERATIONS: 5+5+3+5+5+5+5= 33
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 19

Proposed Action:	Reimbursement program for safe room in new and existing homes, business, schools and places of assembly. Provide a reimbursement program for new home builders, existing home builders and other that elect to have a safe room place in their home.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Reduce the injury and death during a tornado or severe thunder storm.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure & Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Severe Thunderstorms, Tornado, Hurricane
Effect on new/existing buildings:	Provide safe haven for occupants
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	TBD per structure
Potential Funding Sources:	HMA Grant
Lead Agency/Department Responsible:	Emergency Management & Auditor
Implementation Schedule:	Within 24 months of plan adoption pending funding
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
ADDITIONAL CONSIDERATIONS: 4+4+5+4+5+4+4= 30
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 20

Proposed Action:	Implement FireWise Community Program for County. Work with subdivision home owner, home owner associations, Texas Forest Service and the National Firewise Program to reduce risk. Public Education on Wildfire Safety and Strategies.
BACKGROUND INFORMATION	
Site and Location:	Countywide with the emphasis on subdivision throughout the County and area close to the City of Boerne
Risk Reduction Benefit	With the risk of wildfire during dry and drought conditions we could reduce the loss of homes and other structure. This would also build defensive area should a wildfire occur.
Type of Action:	Education and Awareness

MITIGATION ACTION DETAILS

Hazard(s) Addressed:	Wildfire
Effect on new/existing buildings:	Reduce losses to existing and future structures and infrastructure.
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$1,000
Potential Funding Sources:	Home Owners doing for themselves, HMA Grants, Local Budget, National Firewise Program and Texas Forest Service.
Lead Agency/Department Responsible:	County Fire Marshal, Fire Departments, County Development Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	As new Development Rules and Regulations are update, reviewed and renewed we could incorporate Firewise strategies into these rules.

COMMENTS:

Kendall County is growing rapidly an increasing the Urban Wildland Interface as new development occur across the county.

ADDITIONAL CONSIDERATIONS: 4+3+3+3+4+5+4= 26

Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =



Kendall County – Action # 21

Proposed Action:	Fire Code Adoption in 2015. Continue to enforce fire code per the Kendall County Fire Code. Provide annual fire safety inspections on commercial business, public buildings, multi-family living units and other type of both new and existing per the adopted Fire Code.
BACKGROUND INFORMATION	
Site and Location:	Countywide for commercial, public assembly, multi-family living units (4 or more).
Risk Reduction Benefit (Current Cost/Losses Avoided):	With the adoption of Fire Codes, we can reduce the risk of structure fire in commercial, public, multi-family building thus reducing the risk of structure fire in the Urban Wildland Interface areas.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Effect on new/existing buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$50,000.00 to \$70,000.00 annually
Potential Funding Sources:	Use of fee collected for permits.
Lead Agency/Department Responsible:	County Fire Marshal,
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Kendall County Adopted Fire Codes January 1, 2016, as this program develops and grows we will slowly incorporate Fire Codes in with Development Rules and Regulations.

COMMENTS:
With the adoption of Fire Codes we make Kendall County a safer place to live and visit.
ADDITIONAL CONSIDERATIONS: 3+5+4+4+5+4+2= 27
Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =

**Kendall County – Action # 22**

Proposed Action:	Water use restrictions and ordinances for residential and commercial landscaping.
BACKGROUND INFORMATION	
Site and Location:	Countywide
Risk Reduction:	Reduces water usage and waste.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Effect on new/existing buildings:	Reduce risk to existing and future structures and facilities
Priority (High, Moderate, Low):	Low
Estimated Cost:	\$2,500
Potential Funding Sources:	Annual budget.
Lead Agency/Department Responsible:	Development Management
Implementation Schedule:	Within 48 months of plan adoption pending funding
Incorporation into Existing Plans:	Local Ordinances

COMMENTS:
ADDITIONAL CONSIDERATIONS:
<small>Socially Acceptable = ; Technically Feasible = ; Administratively Possible = ; Politically Acceptable = ; Legal = ; Economically Sound = ; and Environmentally Sound =</small>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 8/8/2016
OPEN SESSION

SUBJECT	Hill Country MHDD Psychiatric Consultation Services
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, Sheriff
PHONE # OR EXTENSION #	249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve psychiatric services with Mental Health and Development Disabilities and agreement with the Hill Country MHDD Centers.
REASON FOR AGENDA ITEM	To provide telepsychiatry services to jail inmates.
IS THERE DOCUMENTATION	yes
WHO WILL THIS AFFECT?	Kendall County Jail operations
ADDITIONAL INFORMATION	None

AGREEMENT BETWEEN

Kendall County Sheriff's Office

AND

Hill Country MHDD Centers

THIS AGREEMENT is made and entered into this First Day of August, 2016, by and between Kendall County Sheriff's Office ("Provider/Facility") and Hill Country MHDD Centers (the "Center"), a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, for the purpose of providing community based services currently not available to the Provider/Facility through its present staff of employees.

WHEREAS, Hill Country MHDD Centers is the Health and Human Services Commission ("HHSC") designated mental health and/or intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and/or intellectual and developmental disabilities services for the residents of Kerr and 18 surrounding counties; and

WHEREAS, Provider/Facility desires to contract with the Center to provide Telepsychiatry Consultation Services, and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE; in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived there from, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.

**INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

A. Independent Contractor.

1. The relationship between the Center and Provider/Facility shall be that of an independent Contractor.
2. It is agreed that the Center, Center's personnel, and subcontractors will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of Provider/Facility.
3. The Center understands and agrees that Provider/Facility will not give to the Center any of the benefits given to employees of Provider/Facility.

B. Professional Judgment. The Center and its personnel/subcontractors shall exercise its/their own professional judgment in the performance of services to the persons served.

II. OBLIGATIONS OF THE CENTER

A. Services. The telepsychiatry consultation services to be provided by the Center will be provided upon referral and are set forth below.

1. **The Center shall provide the following services to Kendall County Sheriff's Office:**
 - a. Psychiatric consulting services through either telephone or televideo, 24 hours a day, 7 days a week utilizing subcontractor FasPsych LLC physicians;
 - b. Psychiatric consulting services at no charge to the hospital/facility/Primary Care Provider for the waiver period, which runs through December 31, 2017;
 - c. Utilization of personnel with appropriate licenses in the State of Texas;
 - d. Telephone consults within 15 minutes and televideo contacts within 3 hours for emergent and 24 hours for routine situations;
 - e. Central telephone number for Provider/Facility to call to acquire consulting services;
 - f. Copies of progress notes from subcontractor FasPsych LLC forwarded to Provider/Facility in an agreed upon format; and
 - g. Coordination with subcontractor for necessary individual provider information to enable Provider/Facility to credential individual providers.
 - h. If desired by Provider/Facility, Hill Country will provide necessary equipment (1 televideo unit and cart) at Provider/Facility location for provision of televideo services. Any change in equipment utilized for the delivery of televideo services must be coordinated between the Center's Information Technology Department, FasPsych and Provider/Facility's Information Technology Department to ensure compatibility
2. The Center agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.

B. Qualifications. Professional and educational qualifications of the Center are set forth below.

Professional and Educational Qualifications

The Center must maintain current and in good standing, any permits, licenses or certifications required by law to provide services pursuant to this Agreement. All copies of such must be on file during the period of this contract. **If requested to do so, The Center shall furnish copies of all updated license and certifications prior to providing services to Provider/Facility. Updated license and certification copies can be faxed or mailed to:**

Credentialing contact for Facility/Physician

Attn: Lt. Robert Green, Jail Administrator
Kendall County Sheriff's Office
6 Staudt St., Boerne, TX 78006
Tel: 830-331-8828
Fax: 830-249-8027
Email: robert.green@co.kendall.tx.us

- C. Approval of Center Personnel.** The Center agrees not to subcontract or assign any services until approval of such subcontract is approved by Provider/Facility; however, Provider/Facility understands and agrees that FasPsych LLC is currently contracting with the Center to provide the services under this Agreement. Any subcontractors or employees of the Center are the direct responsibility of the Center, and any subcontractors are equally bound by the terms of this Agreement.
- D. Representations.** The Center agrees that it shall comply with the most current HHSC community standards for Community Mental Health and Mental Retardation Centers and Community Service Programs, all applicable policies of Provider/Facility, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement.
- E. Disclosure.** Hill Country certifies that neither the agency nor any of its employees or subcontractors are on the OIG or Medicaid exclusion lists. The Center agrees to disclose to Provider/Facility if it or any of its subcontractors or employees rendering services to an individual pursuant to this Agreement become barred from the award of a federal or state contract anytime during the term of this agreement.
- F. Immigration Reform and Control Act.** The Center agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
- G. AIDS/HIV Workplace Guidelines.** The Center agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- H. Required Reporting Regarding Licensure.** The Center agrees that it shall report to Provider/Facility any allegation that a professional licensed or certified by the State of Texas and employed by the Center has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. The Center will further report to Provider/Facility if any professional has had his/her license revoked. If the Center's employee or subcontractor has such a denial or revocation, and the Center fails to remove such employee, then this Agreement may be terminated without prior notice.
- I. Reports of Abuse and Neglect.** In accordance with the Texas Department of Health and Human Services Commission rules, the Center agrees to report any allegations of abuse and neglect to:

The Department of Family and Protective Service 1-800-647-7418

J. Confidentiality of Records of Individuals Served by this Agreement.

1. The Center agrees to keep all protected health information of clients confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information, including 42 C.F.R. Part 2 and 45 C.F.R. 160 and 164, as amended.
2. The Center agrees to institute appropriate procedures for safeguarding protected health information of clients. The term "protected health information" includes, but is not limited to, any information that identifies or could be used to identify an individual, whether oral or recorded in any form, that relates to: the past, present, or future physical or mental health or condition of the individual; the provision of health care to the individual; or the payment for the provision of health care to the individual. The term includes, but is not limited to: an individual's name, address, date of birth, or Social Security number; an individual's medical record or case number; a photograph or recording

of an individual; statements made by an individual, either orally or in writing, while receiving services from or through a component; any acknowledgment that an individual is receiving or has received services from or through a component; direct identifiers of relatives, employers, or household members of the individual; and any information by which the identity of an individual can be determined either directly or by reference to other publicly available information.

K. Retention of Records. The Center agrees to retain all records pertinent to the Agreement for a period of five (5) years.

L. Criminal History Clearances. The Center agrees to provide sufficient information to Provider/Facility to enable Provider/Facility to know that the Center's employees/subcontractors are "cleared" to provide services under this Agreement, pursuant to Texas Health and Safety Code, Chapter 533.007 and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 404, Subchapter H.

If an employee or subcontractor of the Center has a criminal history relevant to his or her employment, then the Center will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from providing services under this Agreement.

III. RESPONSIBILITIES OF PROVIDER/FACILITY

A. Provider/Facility reserves the right to credential individual providers.

B. Provider/Facility will supply the Center with documentation required to meet the 1115T waiver requirements (documentation of Client Demographic/Financial Information).

IV. INSURANCE

A. The Center agrees to maintain and to cause its personnel, including subcontractors, providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, including subcontractors, policies of general and professional liability insurance coverage in order to insure the Center against any claim of damages arising in connection with the Center's responsibilities or the responsibilities of the Center's personnel or subcontractors under this Agreement.

B. The Center shall furnish a certificate of insurance to Provider/Facility upon request. All such insurance shall be secured and maintained with reputable insurance company or companies.

V. TERM AND TERMINATION

A. Term. The term of this Agreement is ongoing, beginning August 1, 2016 and continuing through December 31, 2017 unless proper termination notice is provided by either party in accordance with the below terms.

B. Immediate Termination. Either party may terminate this Agreement immediately if such party (a) has

cause to believe that termination of the Agreement is in the best interests of the health and safety of persons served under this Agreement; (b) has become ineligible to receive services or funds from the other; (c) its employees/subcontractors has its/their Texas license or certification suspended or revoked, or if (d) Hill Country no longer receives funding through the 1115T Waiver to provide the services.

- C. Termination with or without Cause.** This Agreement may be terminated by either party, with or without cause, after thirty (30) days written notice to the other party.

VI. MISCELLANEOUS

- A. Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
- B. Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Center and Provider/Facility.
- C. Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- D. Additional Requirements.** If the Center is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlement, or plans, and compliance results in a material change in the Center's rights or obligations under the Agreement or places a significant financial burden on the Center, the Center may, upon giving 30 days notice of such intention, be entitled to renegotiate the agreement.
- E. Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Kerr County, Texas.
- F. Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Center or Provider/Facility at the address below.

If to Provider/Facility:

Lt. Robert Green, Jail Administrator
Kendall County Sheriff's Office
6 Staudt St.
Boerne, TX 78006

If to the Center:

Ross C. Robinson
Hill Country MHDD Centers
819 Water Str., Suite 300
Kerrville, TX 78028

- G. Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity

or enforceability of any other term(s) or provision(s).

H. Contract to Bind Parties. This agreement is not binding upon either party unless and until it has been executed by both the Center and Provider/Facility.

I. Parties' Authority. The person or persons executing and signing this Agreement on behalf of Provider/Facility and the Center guarantee that they have been fully authorized by their respective entities to execute the agreement and to legally bind the parties to all the terms and provisions of the Agreement.

**Kendall County Sheriff's Office
Provider**

**Hill Country MHDD Centers
Executive Director**

Signature

Signature

Darrel Lux, Kendall County Judge
Printed Name, Title

Ross C. Robinson, Executive Director
Printed Name, Title

Date

Date