



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Paula Pfeiffer, Deputy Clerk
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for October 11, 2022.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION																																	
SUBJECT	October 2022 Service Awards																																
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer																																
PHONE # OR EXTENSION #	830-249-9343 ext 220																																
TIME NEEDED FOR PRESENTATION	5 Minutes																																
WORDING OF AGENDA ITEM	<table><tr><td>Lessly Barajas</td><td>Info Desk</td><td>5 Years</td></tr><tr><td>William Hunt</td><td>CDA</td><td>5 Years</td></tr><tr><td>Marissa Nettles</td><td>District Clerk</td><td>5 Years</td></tr><tr><td>Mark Bierds</td><td>Sheriff</td><td>10 Years</td></tr><tr><td>Joshua Henthorne</td><td>Sheriff</td><td>10 Years</td></tr><tr><td>Justin Wheeler</td><td>R&B</td><td>10 Years</td></tr><tr><td>Kevin Klaerner</td><td>Sheriff</td><td>15 Years</td></tr><tr><td>Sharon Barter</td><td>Auditor</td><td>20 Years</td></tr><tr><td>Kenneth Oaster</td><td>R&B</td><td>20 Years</td></tr><tr><td>Jody Pereda</td><td>Juvenile Prob</td><td>20 Years</td></tr></table>			Lessly Barajas	Info Desk	5 Years	William Hunt	CDA	5 Years	Marissa Nettles	District Clerk	5 Years	Mark Bierds	Sheriff	10 Years	Joshua Henthorne	Sheriff	10 Years	Justin Wheeler	R&B	10 Years	Kevin Klaerner	Sheriff	15 Years	Sharon Barter	Auditor	20 Years	Kenneth Oaster	R&B	20 Years	Jody Pereda	Juvenile Prob	20 Years
Lessly Barajas	Info Desk	5 Years																															
William Hunt	CDA	5 Years																															
Marissa Nettles	District Clerk	5 Years																															
Mark Bierds	Sheriff	10 Years																															
Joshua Henthorne	Sheriff	10 Years																															
Justin Wheeler	R&B	10 Years																															
Kevin Klaerner	Sheriff	15 Years																															
Sharon Barter	Auditor	20 Years																															
Kenneth Oaster	R&B	20 Years																															
Jody Pereda	Juvenile Prob	20 Years																															
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county																																
IS THERE DOCUMENTATION	No																																
WHO WILL THIS AFFECT?	Countywide																																
ADDITIONAL INFORMATION	None																																



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the Fees of Office Report for September 2022.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Resolution for the Indigent Defense Grant Program
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the resolution for the 2023 Indigent Defense Formula Grant Program.
REASON FOR AGENDA ITEM	Approve resolution - a requirement for the Texas Indigent Defense Commission.
IS THERE DOCUMENTATION	Yes - Resolution
WHO WILL THIS AFFECT?	The Public
ADDITIONAL INFORMATION	None

2023 Kendall County Resolution
Indigent Defense Grant Program

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

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

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

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

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

Adopted this _____ day of _____, 2022.

Darrel L. Lux
County Judge

Attest:

County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022
OPEN SESSION

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



Sheryl D'Spain

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

October 24, 2022

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

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

In October, Kendall County received collections of \$ 439,562.52 for the month of August 2022. This figure is up 13.74% from August collections the previous year. Our year-to-date collections are \$ 4,397,947.19 an increase of 12.79% from last year.

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

Sheryl D'Spain
Treasurer

Sales Tax Report 2022

Month collection received	Sales tax collection for month	Sales Tax Collection 2021	Sales Tax Collection 2022	% change from 2021	2021 sales tax collections year to date	2022 sales tax collections year to date	% change from 2021
Jan-22	Nov-21	\$359,460.68	\$ 426,545.06	18.66%	\$ 359,460.68	\$ 426,545.06	18.66%
Feb-22	Dec-21	\$436,045.40	\$ 503,758.26	15.53%	\$ 795,506.08	\$ 930,303.32	16.94%
Mar-22	Jan-22	\$319,337.59	\$ 386,255.14	20.96%	\$ 1,114,843.67	\$ 1,316,558.46	18.09%
Apr-22	Feb-22	\$275,737.67	\$ 367,657.91	33.34%	\$ 1,390,581.34	\$ 1,684,216.37	21.12%
May-22	Mar-22	\$447,808.78	\$ 467,330.44	4.36%	\$ 1,838,390.12	\$ 2,151,546.81	17.03%
Jun-22	Apr-22	\$392,171.04	\$ 451,025.12	15.01%	\$ 2,230,561.16	\$ 2,602,571.93	16.68%
Jul-22	May-22	\$413,978.16	\$ 429,389.68	3.72%	\$ 2,644,539.32	\$ 3,031,961.61	14.65%
Aug-22	Jun-22	\$470,203.56	\$ 481,619.27	2.43%	\$ 3,114,742.88	\$ 3,513,580.88	12.80%
Sep-22	Jul-22	\$397,956.15	\$ 444,803.79	11.77%	\$ 3,512,699.03	\$ 3,958,384.67	12.69%
Oct-22	Aug-22	\$386,478.00	\$ 439,562.52	13.74%	\$ 3,899,177.03	\$ 4,397,947.19	12.79%
Nov-22	Sep-22	\$462,725.68	\$ -	-100.00%	\$ 4,361,902.71		-100.00%
Dec-22	Oct-22	\$390,764.04	\$ -	-100.00%	\$ 4,752,666.75		-100.00%

Total Sales Tax Revenue in Previous Years

Year	Total Collections	% change from previous year
2021	\$4,752,666.75	14.50%
2020	\$4,154,752.11	8.45%
2019	\$3,831,153.66	10.34%



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343
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
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	BURN BAN was <u>reinstated</u> October 11, 2022 at 9:30 a.m. by a Commissioners Court order which will expire on Monday, January 9, 2023.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Blocking Off Streets for the Christmas in Comfort Event
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	<p>Consideration and action to approve blocking off the following streets in Comfort for the annual Christmas in Comfort event starting on Friday, November 25, 2022 at noon through midnight on Saturday, November 26, 2022:</p> <ul style="list-style-type: none">• 7th Street between Highway 27 and Main Street• High Street from 6th to 806 8th Street. This would keep 6th Street open for through traffic and close 8th and High Street to through traffic with emergency vehicle access if needed• 8th Street at the north corner of High Street and just past the entrance to Simply Comfort, on the south side of High Street
REASON FOR AGENDA ITEM	To allow for vendor booths and visitors to the Christmas in Comfort event.
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	None



630 Front Street (PO Box 777) Comfort, Texas 78013
830-995-3131 info@comfort-texas.com www.comfort-texas.com

October 10, 2022

Mr. Don Durden
Kendall County Commissioner #4
201 E. San Antonio Street
Boerne, TX 78006

RE: Street Closures for Vendor Booths & Visitors – Christmas in Comfort

Dear Commissioner Durden:

Our annual *Christmas in Comfort* event is scheduled for Saturday, November 26th.

We request permission to block off the following areas:

- **7th Street** between Highway 27 and Main Street,
- **High Street** from 6th to 806 8th Street. This would keep 6th Street open for thru traffic and close 8th and High Street to thru traffic with emergency vehicle access if needed.
- **8th Street** at the north corner of High St and just past the entrance to Simply Comfort, on the south side of High St.

We will begin setting up on Friday, November 25th at noon. We should be finished cleaning up by midnight on Saturday, November 26th.

Closures are requested from Friday, November 25th, through midnight on Saturday, November 26th.

Please mail confirmation to Comfort Chamber of Commerce, P. O. Box 777, Comfort, TX 78013, or FAX to (830) 995-5252.

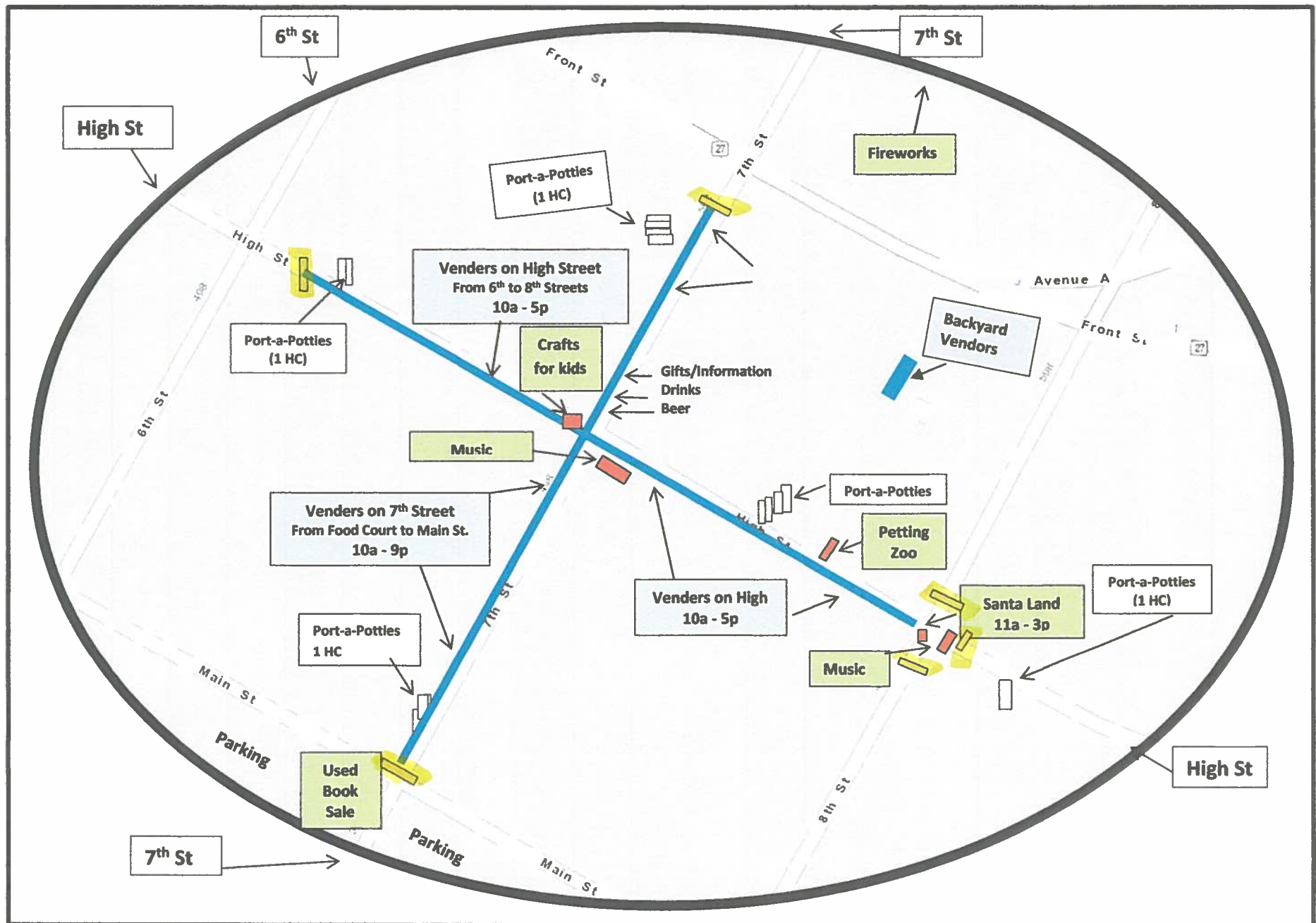
We look forward to a successful event. If you have any questions, please phone the Chamber office, or you may call me on my mobile (832) 489-6512.

Sincerely,

A handwritten signature in black ink, appearing to read "Shirley Solis".

Shirley Solis, Executive Director
Greater Comfort Area Chamber of Commerce
Chair of Christmas in Comfort Event

Christmas in Comfort – November 26, 2022



An All-Day Family Event – From 10 am to 9 pm





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Street Closures for the Christmas in Comfort Parade
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve closing the following streets in Comfort for the Christmas in Comfort Parade on Saturday, November 26, 2022 from 6:30 p.m. to 9:30 p.m.: Idlewilde Boulevard, Daniel Drive, Edgewood Drive, part of Hwy 87 and 27; and from 6:00 a.m. to 11 p.m. to block the following areas to through traffic: Lindner Avenue, High Street from Lindner Avenue to 5th Street, 5th Street from High Street to Broadway, Broadway from 5th Street to 7th Street, and 6th Street from Broadway to Main Street.
REASON FOR AGENDA ITEM	To close streets to allow for safe passage for floats on the parade route and street parking at the Christmas in Comfort event.
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	The parade begins at 7:00 PM after lining up on Idlewilde Boulevard, Daniel Drive and Edgewood Drive. The parade travels onto Hwy. 87 and Hwy. 27, turns onto Lindner Avenue to High Street, turns right and proceeds down High Street to 5th Street. Passing the Park, it takes a left onto Broadway to 7th Street where it disbands. The football field lights will be on for safety. The parade is usually over by 9:00 PM, depending on the number of entries.



630 Front Street (PO Box 777) Comfort, Texas 78013

830-995-3131

info@comfort-texas.com

www.comfort-texas.com

October 10, 2022

Mr. Don Durden, Kendall County Commissioner #4
201 E. San Antonio Street
Boerne, TX 78006

RE: Street Closures for Parade – Christmas in Comfort

Dear Commissioner Durden:

Comfort's Christmas in Comfort event is scheduled for Saturday, November 26th. The parade begins at 7:00 PM after lining up on Idlewilde Boulevard, Daniel Drive and Edgewood Drive. The parade travels onto Hwy. 87 and Hwy. 27, turns onto Lindner Avenue to High Street, turns right and proceeds down High Street to 5th Street. Passing the Park, it takes a left onto Broadway to 7th Street where it disbands. The football field lights will be on for safety. The parade is usually over by 9:00 PM, depending on the number of entries.

The Comfort Chamber of Commerce requests permission from the Commissioner's Court to close the following streets (**map of Parade Route enclosed**) for the Christmas in Comfort Parade on November 26th, 2021:

Parade Closures from 6:30 to 9:30 PM:

- Idlewilde Boulevard
- Daniel Drive
- Edgewood Drive
- Part of Hwy 87 and 27

In addition, the following areas need to be blocked to through traffic for an extended time from 6:00 AM to 11:00 PM, due to street parking for the Christmas In Comfort event and to keep the parade route open for safe passage of floats:

- Lindner Avenue
- High Street from Lindner Avenue to 5th Street
- 5th Street from High Street to Broadway
- Broadway from 5th Street to 7th Street
- 6th Street from Broadway to Main Street

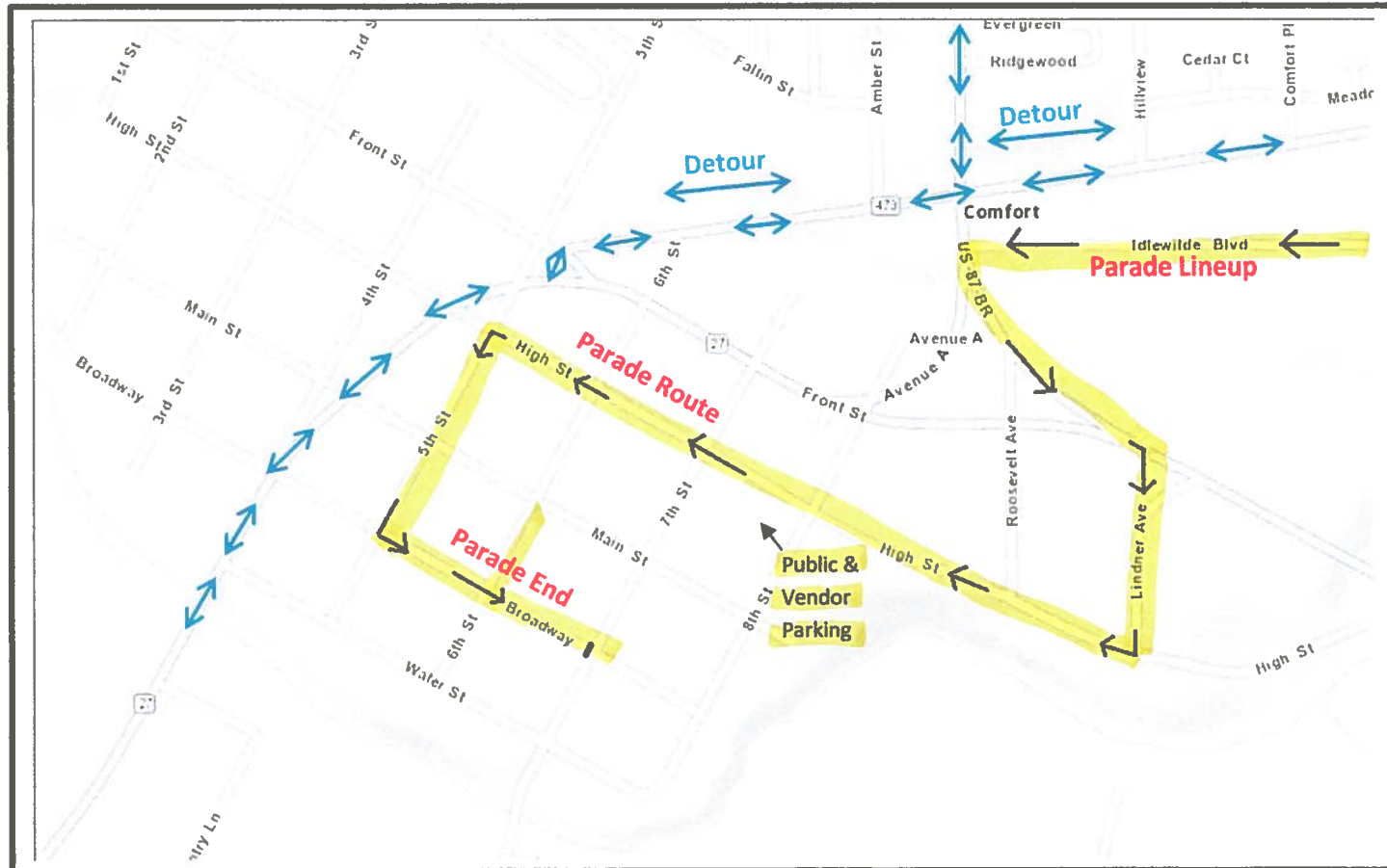
Thank you for your assistance in this matter. If you have any questions, please phone the Chamber office, or you may call me on my mobile (832) 489-6512.

Best regards,

A handwritten signature in cursive script, appearing to read "Shirley Solis".

Shirley Solis

Executive Director, Chair of Christmas in Comfort Event
Greater Comfort Area Chamber of Commerce & Visitor Center

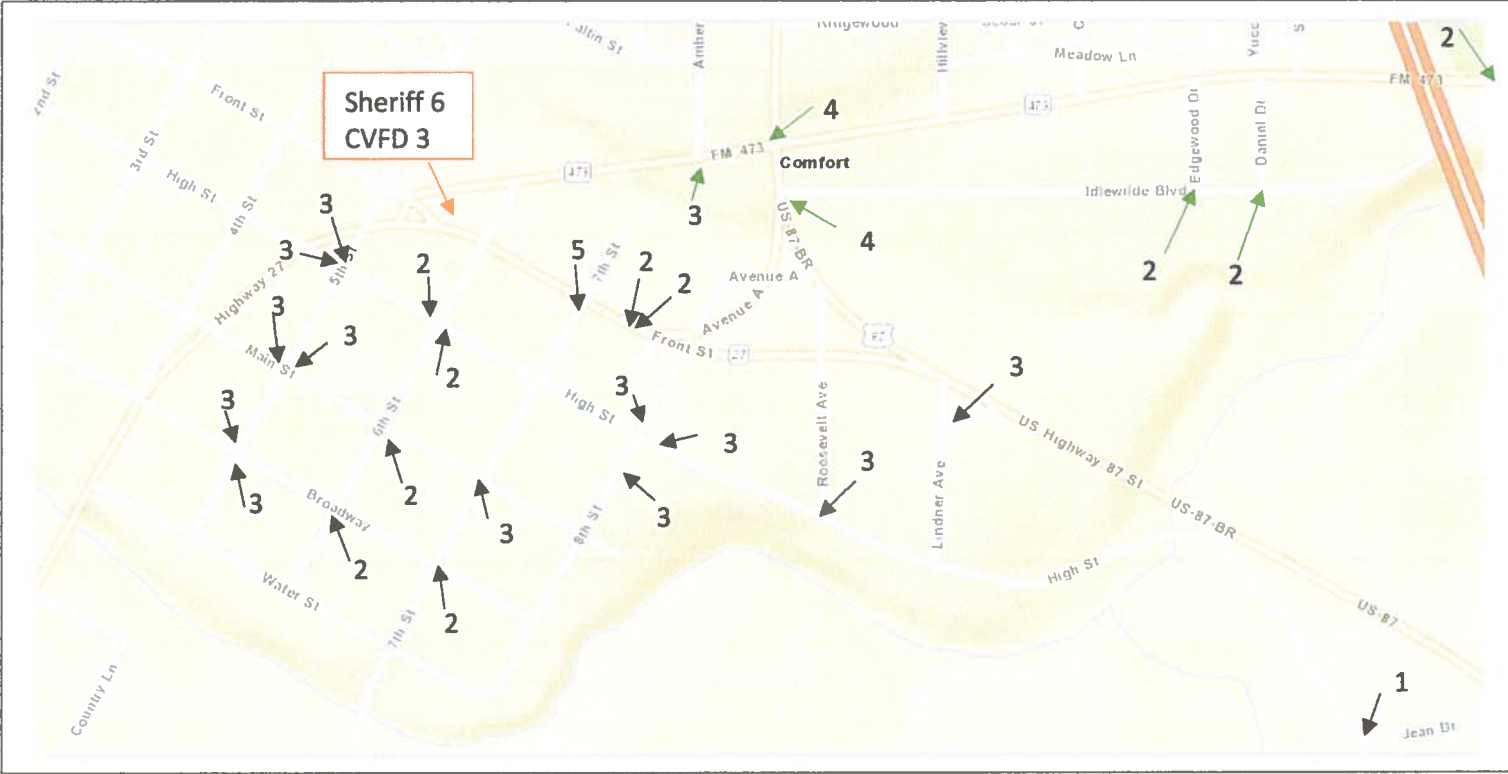


Lighted Night Parade – 7pm to 9pm – November 26, 2022

Parade Route: —→ ***and Detour:*** ↔

Public Event Parking noted on the lot at the corner of Main Street and 8th Street.

2022 Barricade Map – Christmas in Comfort Event & Parade





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Christmas in Comfort Event Letter of Permission for TABC
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Precinct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on a letter required by the Texas Alcoholic Beverage Commission (TABC) from Commissioners Court to the Comfort Chamber of Commerce granting permission to the Chamber to sell beer at its booth at 7th Street at High Street from 10:00 a.m. to 9:00 p.m. on Saturday, November 26, 2022, during the annual Christmas In Comfort event.
REASON FOR AGENDA ITEM	TABC requires letter from County allowing beer to be sold at the Chamber booth.
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	The booth will be located on a street that will be closed to vehicle traffic. The Chamber will obtain the necessary TABC licenses and will comply with all TABC requirements.



630 Front Street (PO Box 777) Comfort, Texas 78013
830-995-3131 info@comfort-texas.com www.comfort-texas.com

October 10, 2022

Mr. Don Durden
Kendall County Commissioner #4
201 East San Antonio Street
Boerne, TX 78006

RE: Permission to Sell Beer – Christmas in Comfort

Dear Commissioner Durden:

Comfort's annual Christmas in Comfort event is scheduled for Saturday, November 26th, 2022. We write to ask permission to sell beer at the Chamber booth from 10:00 AM until 9:00 PM, on 7th Street at High, which will be closed to traffic to accommodate the event.

The Chamber will obtain the necessary TABC licenses and will meet all TABC requirements. TABC requests a letter of permission from the Commissioner's Court that allows the Chamber to sell alcohol at this location.

Please mail your written permission to Comfort Chamber of Commerce, P. O. Box 777, Comfort, TX 78013, or you may FAX to 830-995-5252.

We look forward to a successful event. And as always, we appreciate your help with this matter.

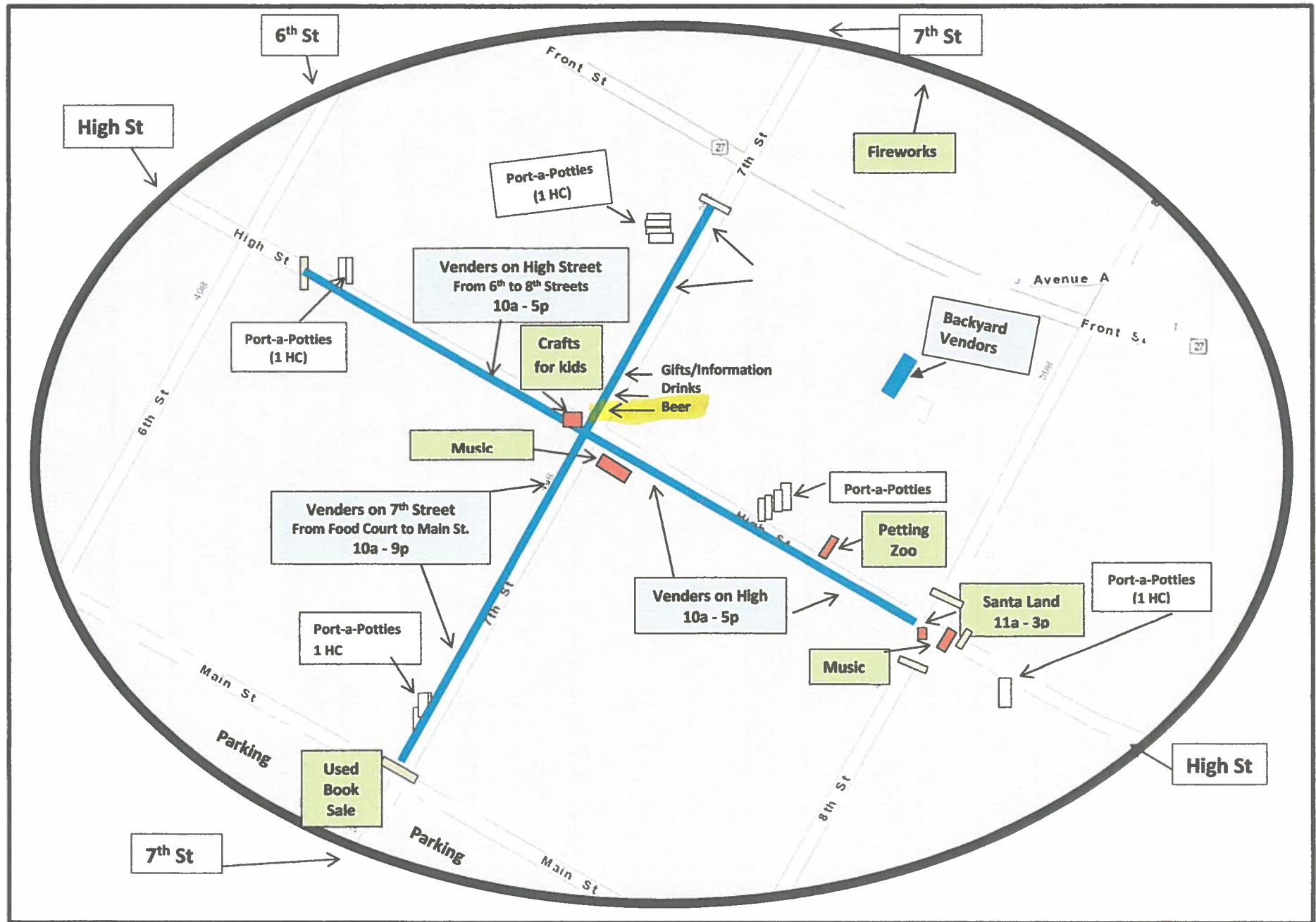
If you have any questions, please phone or e-mail the Chamber office, or you may call me on my mobile (832) 489-6512.

Thank you.

Best regards,

Shirley Solis, Executive Director
Greater Comfort Area Chamber of Commerce
Chair of Christmas in Comfort Event

Christmas in Comfort – November 26, 2022



An All-Day Family Event – From 10 am to 9 pm





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Christmas in Comfort Event Parking
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Pct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action granting the Comfort Chamber of Commerce's request to allow public parking on the north portion of the County Property at Main and 8th Streets known as Faltin Field during the Annual Christmas in Comfort event to be held November 26, 2022.
REASON FOR AGENDA ITEM	To allow parking on County property during the Christmas in Comfort event.
WHO WILL THIS AFFECT?	Precinct 4
ADDITIONAL INFORMATION	The Community Garden, which uses the south portion of the property, has given permission to the Chamber for public parking on the open area not used by the Garden.



630 Front Street (PO Box 777) Comfort, Texas 78013
830-995-3131 info@comfort-texas.com www.comfort-texas.com

October 10, 2022

Mr. Don Durden
Kendall County Commissioner #4
201 East San Antonio Street
Boerne, TX 78006

RE: Event Parking – Christmas in Comfort

Dear Commissioner Durden:

Comfort's Christmas in Comfort event is scheduled this year for Saturday, November 26th. We request permission to use the north portion of the County Property at Main and 8th Streets (Parcel ID: 21388/Faltin Field) for Event parking. The Community Garden on the south side of the property has given permission for parking on the open area not used by the Garden.

We will appreciate hearing back from you so that we can direct participants and visitors to appropriate parking areas. We can expect vehicles to arrive as early as 6:00 AM, and remaining until 9:00 PM when 7th Street booths are broken down.

A map of the requested parking area is attached.

Thank you for your assistance in this matter. If you have any questions, please phone the Chamber office, or you may call me on my mobile (832) 489-6512.

Best regards,

A handwritten signature in cursive script, likely belonging to Shirley Solis, the Executive Director.

Shirley Solis, Executive Director
Greater Comfort Area Chamber of Commerce
Chair of Christmas in Comfort Event



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Renew Agreement with Texas Department of Public Safety
DEPARTMENT & PERSON MAKING REQUEST	Juanita Espino, Human Resources Director
PHONE # OR EXTENSION #	830-249-9343 ext. 600
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to accept the proposed agreement with Texas Department of Public Safety to authorize Juanita Espino, Human Resources Director, to conduct driver record history searches on prospective and/or current employees.
REASON FOR AGENDA ITEM	Annual Renewal
WHO WILL THIS AFFECT?	All departments
ADDITIONAL INFORMATION	No

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: _____

Address: _____

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. Definitions

- a. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.
- b. **Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch web-based applications.

- c. **Personal Information** means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.*), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:
- 1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual; or
 - b) The provision of health care to the individual.
- d. **Entity** means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.
- e. **Breach of System Security** means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.
- f. **Confidential Data** means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.
- g. **Cyber Security** means the Department's Cyber Security Unit, which is responsible for agency information technology security.

- h. Department or DPS** means the Department of Public Safety of the State of Texas.
- i. Regulated Data** means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.
- j. Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.
- k. Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.
- l. System Failure** means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.
- m. User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.
- n. Wireless Local Area Network (WLAN)** means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

Initial all that apply.

- _____ 1. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.
- _____ 2. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or

motor vehicle dealers; or (e) removal of nonowner records from the original owner records of motor vehicle manufacturers.

- _____ 3. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only (a) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and (b) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- _____ 4. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- _____ 5. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- _____ 6. For use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating or underwriting.
- _____ 7. For use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a storage facility.
- _____ 8. For use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- _____ 9. (Valid for Certified Abstract) For use by an employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.
- _____ 10. For use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- _____ 11. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), for a purpose permitted under that Act.
- _____ 12. For use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- _____ 13. For use in the ordinary course of business by a person or authorized agent of a person who: (a) holds a salvage vehicle dealer license issued under chapter 2302, Occupations Code; (b) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number issued under Chapter 503 of this code; (c) holds a used automotive parts recycler license issued under Chapter 2309, Occupations Code; or (d) is licensed by, registered with, or subject to regulatory oversight by the

Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, the Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

- _____ 14. For use by an employer, principal, general contractor, nonprofit organization, charitable organization, or religious institution to obtain or verify information relating to a person who holds a driver's license or the driving history of a person who holds a driver's license if the person is employed by, works under a contract with, or volunteers for the employer, principal, contractor, organization, or institution.
- _____ 15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, and that is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed \$100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not redisclose the personal information to a person who is not an Authorized Recipient.

8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "*Security Incident*."

- a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:
 - 1) A description of the nature of the Security Incident;
 - 2) The type and amount of Driver Records involved;
 - 3) Who may have obtained the Driver Records;
 - 4) What steps Entity has taken or will take to investigate the Security Incident;
 - 5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 6) A point of contact for additional information.

- b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1) Who is known or suspected to have gained unauthorized access to Driver Records;
 - 2) Whether there is any knowledge if Driver Records have been abused or compromised;
 - 3) What additional steps Entity has taken or will take to investigate the Security Incident;
 - 4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.
- c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.
- d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

- a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.
- b. Entity and its employees must comply with the requirements found in Attachments B and C.
- c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an “as is” basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity’s intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled “Certification of Permissible Use” or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entire agreement between the Parties with regard to the matters made to the subject of this Agreement and no oral agreements are binding.

21. Termination

- a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.
- b. **For Cause.** DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact: _____

Alternate Point of Contact: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Cell Phone Number: _____

Fax: _____

Email: _____

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety
License and Record Service/Online Services
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5967
Fax: (512) 424-7456
Email: e.Commerce@dps.texas.gov

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver's Privacy Protection

Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

- 28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- 28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;
- 28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- 28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor's Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor's Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled “User Acceptance of Agreement” and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer <i>Insert signatory name and title here.</i>
Signature
Date:

Chief Information Officer <i>Insert name and title here.</i>
Signature
Date:

Entity’s Authorized Representative <i>Insert signatory name and title here.</i>
Signature
Date:

**ATTACHMENT A
ENTITY'S INFORMATION FORM**

D/B/A, if applicable (including names of all subsidiaries and companies comprising part of this Entity:

Federal Tax Identification Number:

List all web address internet sites (Uniform Resource Locator–URL), Facebook, or Twitter accounts used or possessed by Entity:

Nature of Entity's Business Activities and Practices:

Detailed explanation of the intended use of Driver Records and Monitoring Services obtained from DPS (describe how the exemption qualifies for the purchase of Driver Records and Monitoring Services):

If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguards or assurances are in place to meet the requirements of this Agreement and provide a copy of the written contract between Entity and the Third Party Requestor:

If Entity does not intend to release Driver Records to a Third Party Requestor, state so below:

ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

1. I understand that I am required to perform my official duties when given access to DPS data.
2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
7. I must securely store all removable media containing DPS data when not in use.
8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
9. I will comply with the DPS password policy.
10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed): _____

Supervisor's Name: _____

(User Signature)

(Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/>), 1 Texas Administrative Code §202.1 *et seq.*, and DPS General Manual Chapters 25, *Cyber Security*, and 26, *Information Resource Policy*. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

- a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

- b. Entity must ensure that host systems that contain any DPS data are used for official purposes only.
- c. Entity must appropriately safeguard all DPS data and only release it to authorized individuals.
- d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

- a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users may not have administrative privileges to local systems unless the systems are standalone.
 - Starting and ending times for each access to the system.

- b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.
- c. All audit trails must be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

- a. The identity of the user must be established before access to DPS data is granted.
- b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
- c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
- d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

- a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
 - (1) Be a minimum length of 8 characters;
 - (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
 - (3) Not be a dictionary word or proper name;
 - (4) Not be the same as, or contain, the User ID;
 - (5) Expire within a maximum of 90 calendar days;
 - (6) Not be identical to the previous 10 passwords;
 - (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
- b. Passwords considered re-usable must be encrypted during transmission.
- c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

- d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

- a. All data must be protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*
- b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJIS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

- a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
- b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
- c. In the event of a security incident where Entity has detected or confirmed an intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training. In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 Entity Responsibilities

Entity must:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Provide proof of compliance with security documents when requested to do so by DPS.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Have complete responsibility for all cyber security controls.
- f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- g. Maintain all logical access controls and password management.
- h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
- i. Only grant users access to data they need to perform their official functions.
- j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
- k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
- l. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
- m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
- n. Ensure that any individual requesting access to DPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
- o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
- p. Disseminate user manuals and other related publications as required.
- q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Ensure appropriate protection of all security documents.
- c. Maintain communication with *Entity* to ensure operational needs are being met.
- d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of \$1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least \$3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

- A. provide all required written documentation under this section to DPS.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
- C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
- F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022
OPEN SESSION

SUBJECT	Renew Agreement with Pinnacle
DEPARTMENT & PERSON MAKING REQUEST	Juanita Espino, Human Resources Director
PHONE # OR EXTENSION #	830-249-9343 ext. 600
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to accept the proposed agreement with Pinnacle Medical Management Corporation for drug and alcohol testing of Kendall County employees in CDL positions.
REASON FOR AGENDA ITEM	Annual Renewal
WHO WILL THIS AFFECT?	CDL Positions
ADDITIONAL INFORMATION	No

CONTRACT ALCOHOL AND DRUG TESTING SERVICES

THIS AGREEMENT, is made between Pinnacle Medical Management Corporation, located at 654 North Sam Houston Parkway East, Suite 189, Houston, Texas 77060, hereinafter referred to as **PROVIDER**, and Kendall County at 201 E San Antonio Ave. Boerne, TX 78006 hereinafter referred to as **COMPANY**.

WHEREAS PROVIDER provides alcohol and drug testing services to **COMPANY** to support workplace alcohol and drug testing programs and policies; and

COMPANY has a policy for alcohol and drugs of abuse testing of applicants and/or employees and requires alcohol and drug testing services from **PROVIDER**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation (hereinafter referred to as DOT). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

NOW THEREFORE, in consideration of the promises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products list (CPL) by Breath Alcohol Technicians (BAT's) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and Medical Review Officers (MRO's) qualified to review and report test results.

DOT tests, whether DOT alcohol tests or DOT drug tests, are tests performed in accordance with the regulatory requirements of the DOT for such testing, including all applicable procedural, personnel, and equipment requirements.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to **COMPANY**. In particular, **PROVIDER** will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by **PROVIDER** to **COMPANY**:

FIVE YEARS

- ☒ Alcohol tests ≥ 0.020 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- ☒ Medical explanations of inability to provide specimens
- ☒ Calibration documentation for EBT's
- ☒ Substance abuse professional evaluations & related information

TWO YEARS

- ☒ Supervisory training/BAT and drug screen collector training/certification
- ☒ Logbooks for drug and alcohol testing, if used
- ☒ Random selection for EBT's
- ☒ Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- ☒ Negative/canceled drug test results; alcohol test result <0.020

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the individual. Nothing in this paragraph shall prohibit **PROVIDER** from releasing, to **COMPANY**, its agents or to officials of the DOT or DOT operating agency, or any State or Local officials with regulatory authority over the testing program, individual test results or related information to comply with results from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to **COMPANY**, at location(s) of **COMPANY** choosing and at reasonable expense to **COMPANY** for copying and shipping charges, all records related to alcohol and drug testing performed by **PROVIDER** for **COMPANY**, except records containing confidential medical information, within two days of notification by **COMPANY** of such request.

Reporting of results to **COMPANY** by **PROVIDER**, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

COMPANY RESPONSIBILITIES

COMPANY will provide **PROVIDER** with the most recent applicable alcohol and/or drug testing policies of **COMPANY**.

COMPANY will designate a representative and alternate to whom the **PROVIDER** will report test results and discuss or report other information.

COMPANY will notify **PROVIDER** of any responsibilities with regard to the **COMPANY'S** Employee Assistance Program as it relates to alcohol and drug testing.

COMPANY represents that the means of obtaining results from the **PROVIDER**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information only.

COMPANY authorizes **PROVIDER** to request specific information or order additional tests as necessary or appropriate related to tests performed for **COMPANY** only if **COMPANY** agrees in advance to pay for additional costs and charges related to such information requests or additional testing performed.

COMPANY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **COMPANY** representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

COMPANY acknowledges that alcohol testing results ≥ 0.040 or positive drug test results reported by **PROVIDER** do not indicate that a tested individual is an alcohol or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

COMPANY and **PROVIDER** agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or services agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing service	<input type="checkbox"/> COMPANY <input checked="" type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
--	---

Selection/provision of drug testing collections	<input type="checkbox"/> COMPANY <input checked="" type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
---	---

Selection /provision of drug testing laboratory services	<input type="checkbox"/> COMPANY <input checked="" type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
--	---

Random selection for drug and/or alcohol testing	<input type="checkbox"/> COMPANY <input checked="" type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
--	---

Blind specimen testing for quality assurance purposes	<input type="checkbox"/> COMPANY <input checked="" type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
---	---

Other (specify):	<input type="checkbox"/> COMPANY <input type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
------------------	--

Other (specify):	<input type="checkbox"/> COMPANY <input type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
------------------	--

Other (specify):	<input type="checkbox"/> COMPANY <input type="checkbox"/> PROVIDER <input type="checkbox"/> NOT APPLICABLE
------------------	--

Additional:

FEES AND PAYMENT

FEES

Fees for services provided by **PROVIDER** to **COMPANY** will be in accordance with the **FEES SCHEDULE** hereby incorporated by attachment into this agreement.

FEE CHANGES

The price for services rendered under this agreement will not change unless **PROVIDER** notifies **COMPANY** in writing sixty (60) days in advance of a price change. If **COMPANY** does not agree to the new price, **PROVIDER**, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this agreement

SIGNIFICANT CHANGE IN SERVICES PROVIDED

If during the term of this agreement there is significant change in the requirements of the **PROVIDER**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by the federal or state law, both parties agree to renegotiate the service and fees provided herein, subject to sever ability provision described elsewhere in this agreement.

PAYMENT

PROVIDER will invoice **COMPANY** for all services provided on monthly basis. Payment terms are net thirty days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of **COMPANY** to make timely payments, **PROVIDER** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

This term of this agreement shall be for a period of one year beginning October 13, 2022 and terminating on September 30,2023 It is anticipated that the parties will desire to continue this agreement yearly by executing a new agreement. The responsibilities and obligations and liabilities shall survive the term of this agreement.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in this relationship of partners, joint venture, or employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR COMPANY POLICY AND PROGRAM

The parties understand and agree that **PROVIDER** does not make any employee decision for employer such as hiring of applicants, termination, discipline or retention of any employee of former employee and that **COMPANY** has sole responsibility for all such decisions. **PROVIDER** shall not be responsible for any damages resulting from acts or omissions of the **COMPANY** under the **COMPANY'S** substance abuse policy.

SEVERABILITY

If any provision of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable will, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30 business days notice by the terminating party.

FORCE MAJEURE

In no event shall **PROVIDER** have any responsibility or liability to **COMPANY** for failure or delay in performance by **PROVIDER** which results from or is due to, directly or indirectly and in whole or part, any cause or circumstances beyond the reasonable control of **PROVIDER**. Such causes and circumstances shall include but are not limited to acts of God, acts of **COMPANY**, acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **PROVIDER'S** reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

PROVIDER shall indemnify, defend and hold harmless **COMPANY**, **COMPANY's** directors, officers, agents and employees, and each one of them, from and against any and all claim, suites, and damages of whatever nature made or asserted by a present or former employee or agent of **PROVIDER**, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **PROVIDER** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **PROVIDER** or **PROVIDER's** employees, agents, or related personnel. **PROVIDER** agrees to indemnify **COMPANY** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **PROVIDER** personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Texas, including all matters of construction, validity and performance but without giving effect to Texas choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between the **PROVIDER** and **COMPANY**. This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **PROVIDER** and **COMPANY**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

PROVIDER: **PINNACLE MEDICAL MANAGEMENT CORPORATION**

By: _____
Harvey G. Graves, Ph.D.

Title: **President / C.E.O**

Date: _____

COMPANY: **Kendall County**

By: _____

Title: **County Judge**

Date: _____

FEES SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

COMPANY agrees to pay **PROVIDER** \$ 80.00. per Driver

Company agrees to Pay provider \$ 45.00 Per Drug Test.

Company agrees to pay provider \$ 35.00 per Alcohol Test.

COMPANY agrees to pay **PROVIDER**, in addition to the above charges for the services of the **PROVIDER**, calculated at the rates noted below, for time involved in program-related issues such as substance abuse professional evaluations, reviews of substance abuse professional evaluations, assistance with audits by **COMPANY** or DOT, consultation with employer on drug testing issues, support of arbitration, grievance and appeal proceedings and if necessary as an expert witness. Such services will be provided only on a pre-approved basis at **COMPANY'S** request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

Certified Breath Alcohol Technician (BAT)	\$ <u>N/A</u> /Hour
Certified Drug Collection Specialist	\$ <u>N/A</u> /Hour
Other (Specify: 24 hour emergency call)	\$ _____ /Per Incident
Other (Specify: For Cause)	\$ <u>150.00</u> /Per Incident
Other (Specify: Post Accident)	\$ <u>150.00</u> /Per Incident

ADMINISTRATIVE/COPYING/OTHER CHARGES

COMPANY will reimburse **PROVIDER** reasonable administrative, copying and shipping charges for special requests for records, results, or other information.

AMENDMENT AND/OR DISCUSSION

\$ _____	Policy and Procedure Review
\$ <u>500.00</u>	Per Session-Employee & Supervisor Training
\$ <u>NO Charge</u>	One Time Setup Fee

DRUG & ALCOHOL TESTING

Pinnacle Medical Management Corporation main purpose is to provide our clients, with an effective drug and alcohol program that will release the burden of compliance off your shoulders. Pinnacle will provide computer generated random selections, secured record retention, DOT filings, MRO service, SAP services, etc. The most important goal of Pinnacle is to reduce the risk of liability for its clients. Pinnacle does this by continually reviewing the many laws, statutes, and guidelines that control and govern American industries. It is thus able to keep its clients abreast of all current regulations as they are imposed. This insures compliance while reducing the liability of the client.

P.E.T.S. specializes in full service Drug and Alcohol testing programs in accordance with the 49 Code of Federal Regulations (CFR) Parts 40, 382, et al, U.S. Department of Transportation (DOT) / Federal Highway Administration (FHWA) and other applicable regulations. Our services includes but not limited to:

- On-Site Testing/Collections
- Transportation of specimen
- Medical Review Officer service
- Random record maintenance
- Statistical reports
- Employee record administration off-site
- Positive specimen documentation and storage
- Employee record set up
- Annual administration
- Training Employee/Supervisor
- Collection fee, supplies, chain of custody
- SAMHSA 5 panel test (custom panel)
- Computer generated random selection
- Substance Abuse Professional (SAP) Services
- Employee qualification reports
- Certification and verification
- Blind specimen and maintenance
- Employee record maintenance
- Policy review
- On-site Driver Physicals

NO HIDDEN CHARGES

If any further information is needed please do not hesitate to contact me directly.

Thank You,

Pinnacle Medical Management Corporation



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022
OPEN SESSION

SUBJECT	Addendum to the LESO Agreeemnt with Texas DPS/USDOD
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consider and take action on approving the addendum to the State Plan of Operation that will allow for continued participation in the Law Enforcement Support Office ("LESO") program.
REASON FOR AGENDA ITEM	This agreement allows Kendall County Sheriff's Office to receive Department of Defense excess property. Kendall County has participated in this program, previously called the 1033 program.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

- i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.
- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign):  Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: KENDALL COUNTY SHERIFF'S OFFICE

Chief Law Enforcement Official (CLEO) Title (Print): SHERIFF

Name (Print): AL AUXIER

Signature (Sign):  Date (MM/DD/YYYY): 10-19-2022

Civilian Governing Body (CGB) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022

OPEN SESSION

SUBJECT	Life Spot App
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion concerning the Life Spot Application in county owned facilities.
REASON FOR AGENDA ITEM	To equip county employees with an efficient means of responding to a crisis situation involving an active shooter.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Execute Guaranteed Maximum Price Amendment with Butler-Cohen
DEPARTMENT & PERSON MAKING REQUEST	Commissioner Pct. #3 - Richard Chapman County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on executing a Guaranteed Maximum Price of \$6,986,142.00 (Six Million Nine Hundred Eighty Six Thousand One Hundred and Forty Two Dollars) with Butler-Cohen for the construction of a 51-bed addition to the Kendall County Law Enforcement Center. The agreement is composed of one document A133-2019, Guaranteed Maximum Price Amendment.
REASON FOR AGENDA ITEM	Execute Guaranteed Maximum Price Amendment with Butler-Cohen
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	Construction Manager at Risk agreement(s) were executed with Butler-Cohen by Commissioners Court June 13, 2022. The agreement is composed of two documents, A133-2019 and A201-2017.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Amend Standard Form Agreement (A133-2019) between Kendall County and Butler-Cohen
DEPARTMENT & PERSON MAKING REQUEST	Commissioner Pct. #3 - Richard Chapman County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on amending the Standard Form Agreement (A133-2019) Article 6.1.7, between Kendall County and Butler-Cohen. The amendment defines cost saving(s) sharing between Butler-Cohen and Kendall County.
REASON FOR AGENDA ITEM	Amend Standard Form Agreement (A133-2019) between Kendall County and butler-Cohen.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	Construction Manager at Risk agreement(s) were executed with Butler-Cohen by Commissioners Court June 13, 2022. The agreement is composed of two documents, A133-2019 and A201-2017.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022

OPEN SESSION

SUBJECT	Construction Materials testing for Law Enforcement Center Jail Expansion project
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Rick Tobolka
PHONE # OR EXTENSION #	830-249-9343 ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on executing a specified rate contract with Terracon Consultants Inc. for Construction Materials Observation and Testing Services for Kendall County Law Enforcement Center Jail expansion project.
REASON FOR AGENDA ITEM	Construction Materials testing for Law Enforcement Center Jail Expansion project
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



August 3, 2022

Kendall County
Attn: Richard Tobolka
Address: 201 East San Antonio Ave., Suite 101
Boerne, TX, 78006

Telephone: (830) 331-8250
Email: rtobolka@co.kendall.tx.us

**Re: Construction Materials Observation and Testing Services
Kendall County Jail Expansion
6 Staudt St.
Boerne, TX, 78006
Terracon Consultants Inc. Proposal No. P90221352**

Dear Mr. Tobolka,

Thank you for selecting Terracon Consultants, Inc. (Terracon) to provide construction materials observation and testing services for the proposed Kendall County Jail Expansion project.

We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.

We are presenting this budget estimate to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A) PROJECT INFORMATION

Topic	Overview Statement
Proposed Structures	2-story Metal frame building
Foundation Types	Straight shaft Drilled Pier and slab on deck foundation system
Sitework	<ul style="list-style-type: none">• Drilled Pier, grade beams and slab on deck• Steel framing• Masonry

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



Terracon was provided with the following construction documents for preparation of this proposal:

- Drawings by Burns Architecture, LLC dated March 21, 2022
- Structural Drawings by Frank W. Neal & Associates and dated March 10, 2022

Note: This estimate is based on the drawings provided to us. If any changes are made, Terracon should be notified and provided a set of complete construction plans to review and update our proposal for a better representation of cost & materials testing.

B) WHY TERRACON?

Construction Materials Testing & Special Inspection Services

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

Laboratory Capabilities

Our San Antonio laboratories are accredited by TxDOT, AASHTO Re:source which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, and Portland Cement Concrete. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO Re:source and the Cement and Concrete Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by many agencies including the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by TxDOT
- Accredited by AASHTO Materials Reference Laboratory (AMRL)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of

C) SCOPE OF SERVICES

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services:

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



Soils Observations and Testing:

- Sample materials to be used as wall backfill and sidewalk subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), Minus #200 Sieve (ASTM D1140), and moisture-density relationship (ASTM D698).
- Perform in-place moisture and density tests of the wall backfill and sidewalk subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Cast-in-Place Deep Foundations Observation and Testing:

- Monitor the installation of the drilled pier foundation system including verification of the depth to bearing strata, required and actual depth of penetration into the bearing strata for each pier, total depth of piers, pertinent elevations (if provided by the field engineer), plumbness of the drilled pier hole excavation, cleanliness of bearing surface at completion of drilling, etc.
- Record dimensions and the number, size and length of reinforcing bars used.
- Sample the fresh concrete and perform required tests, including slump, air content, unit weight, ambient and concrete temperature, and cast test specimens (5 cylinders per 100 cy or fraction thereof per mix per day) during placements (ASTM C172, C31, C143, C231, and C1064).
- Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

Cast-in-Place Concrete Observations and Testing:

- Sample and test the fresh concrete for each mix. Perform tests for slump, air content, ambient and concrete temperatures, and unit weight; and cast test specimens (ASTM C172, C31, C143, C231, C1064, C138). Terracon understands that the contractor will be responsible for maintaining the initial field curing temperature of the concrete test specimens.
- We have assumed the concrete will be sampled at a frequency of one set of five test cylinders every 100 cubic yards or fraction thereof per mix per day for all structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C31, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal maximum size aggregate of 1 inch or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be tested at 56 days (if the 28-day cylinders do not meet the specified strength) or at an age requested by others.

Reinforcing Steel Observations:

- Verify the size, number and placement of reinforcing steel and check general form dimensions prior to placement of concrete, per construction drawings.



Structural Steel Observations and Testing:

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
- Provide a Certified Welding Inspector (CWI) in the field to visually observe accessible field bolted/welded connections in accordance with applicable AISC and AWS standards.
- Perform visual inspections of elevated metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.
- Terracon will observe any shear studs in association with composite concrete decks for number, pattern, and bond.
- Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.
- Perform visual inspections of 100% of completed accessible welds to verify that the welds meet the visual acceptance criteria of AWS D1.1.

Structural Masonry Observations and Testing:

- The Terracon scope of services includes visual observation of reinforcing steel placement for both vertical and horizontal bond beam reinforcing steel and observation of grout placement in vertical cells and horizontal bond beams. The sequence of construction may require that these services be provided on a full-time basis during masonry construction in order to have the opportunity to observe the reinforcing steel and grout placement. Our scope of services also includes periodic sampling and compressive strength testing of grout, when required by the project specifications and requested by the client. The contractor is responsible for scheduling observations as frequently as necessary to allow for observation of all vertical and bond beam reinforcing steel and grout placement. The Terracon scope of services does not include observation/verification of the protection of masonry structures during cold or hot weather

Project Management/ Administration:

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



D) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for Construction Materials Engineering Laboratory Management System and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

E) SCHEDULING

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our **dispatcher at (210) 852-2484**. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day.

Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor, so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Observation and Testing Services:

If you would like us to perform additional observation and testing services, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional Observation and testing services, you simply return a signed copy of the Supplemental agreement.

F) COMPENSATION

Based on the project information available for our review, we propose a budget estimate fee of **\$21,081.00**. Services provided will be based on the unit rates included in the attached Budget Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or outside of the normal hours of 8:00 a.m. to 5:00 p.m. Monday

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

A three-hour minimum charge is applicable to all trips made portal to portal (our laboratory) to provide our testing, observation and consulting services. A minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of \$150.00 per day per individual. Use of company vehicles will be charged on the basis of \$0.95 per mile.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

G) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

H) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**Proposal for Construction Materials Testing Services
Kendall County Jail Expansion**

6 Staudt St, Boerne, TX 78006

August 03, 2022 ■ Terracon Proposal No. P90221352



I) AUTHORIZATION

If this proposal meets with your approval, work may be initiated by issuing a Task Order to our office. Please provide site contact information with the Task Order. The terms, conditions, and limitations are stated in our Agreement of services executed on March 14, 2022 as part of Terracon's proposal for geotechnical and construction material testing and inspection services consultant for Kendall county. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)

A handwritten signature in blue ink, appearing to read 'Prashanth'.

Prashanth Palusani, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read 'Yatish Jakatimath'.

Yatish Jakatimath, P.E.
Department Manager

Attachments:

(1) Exhibit A & B



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Proposed Kendall County Development Rules and Regulations
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext. 250
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	Presentation and Discussion on a Proposed Kendall County Development Rules and Regulations.
REASON FOR AGENDA ITEM	Proposed Kendall County Development Rules and Regulations
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	<p>A public hearing was held by Commissioners Court on April 11, 2022. The purpose of the public hearing was to present draft of the proposed Development Rules and regulations and review comments from the public and Commissioners Court.</p> <p>A public hearing was held by Commissioners Court on May 9, 2022. The purpose of the public hearing was to present revised draft of the proposed Development Rules and Regulations incorporating comments from the public and Commissioners Court.</p> <p>The purpose of this agenda item is to present a final draft of the proposed Development Rules and Regulations.</p>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Proposed Kendall County Major Thoroughfare Plan
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	Presentation and Discussion on a Proposed Kendall County Major Thoroughfare Plan
REASON FOR AGENDA ITEM	Proposed Kendall County Major Thoroughfare Plan
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	<p>In accordance to: Local Government Code Title 7. Regulation of Land Use, Structures, Businesses, and Related Activities Subtitle B. County Regulatory Authority Chapter 232. County Regulation of Subdivisions Subchapter E. Infrastructure Planning Provisions in Certain Urban Counties Sec. 232.102. Major Thoroughfare Plan and Section 232.110. Apportionment of County Infrastructure Costs</p> <p>Kendall County adoption of a Major Thoroughfare Plan will provide a basis for a developer to bear a portion of of County infrastructure improvements by making dedications, the payment of fees, or payment of construction costs that are roughly proportionate to the proposed development.</p>

Legend

Co Rds Select

St_Fed_Hwys

ROADS

COUNTY

Precincts_2023

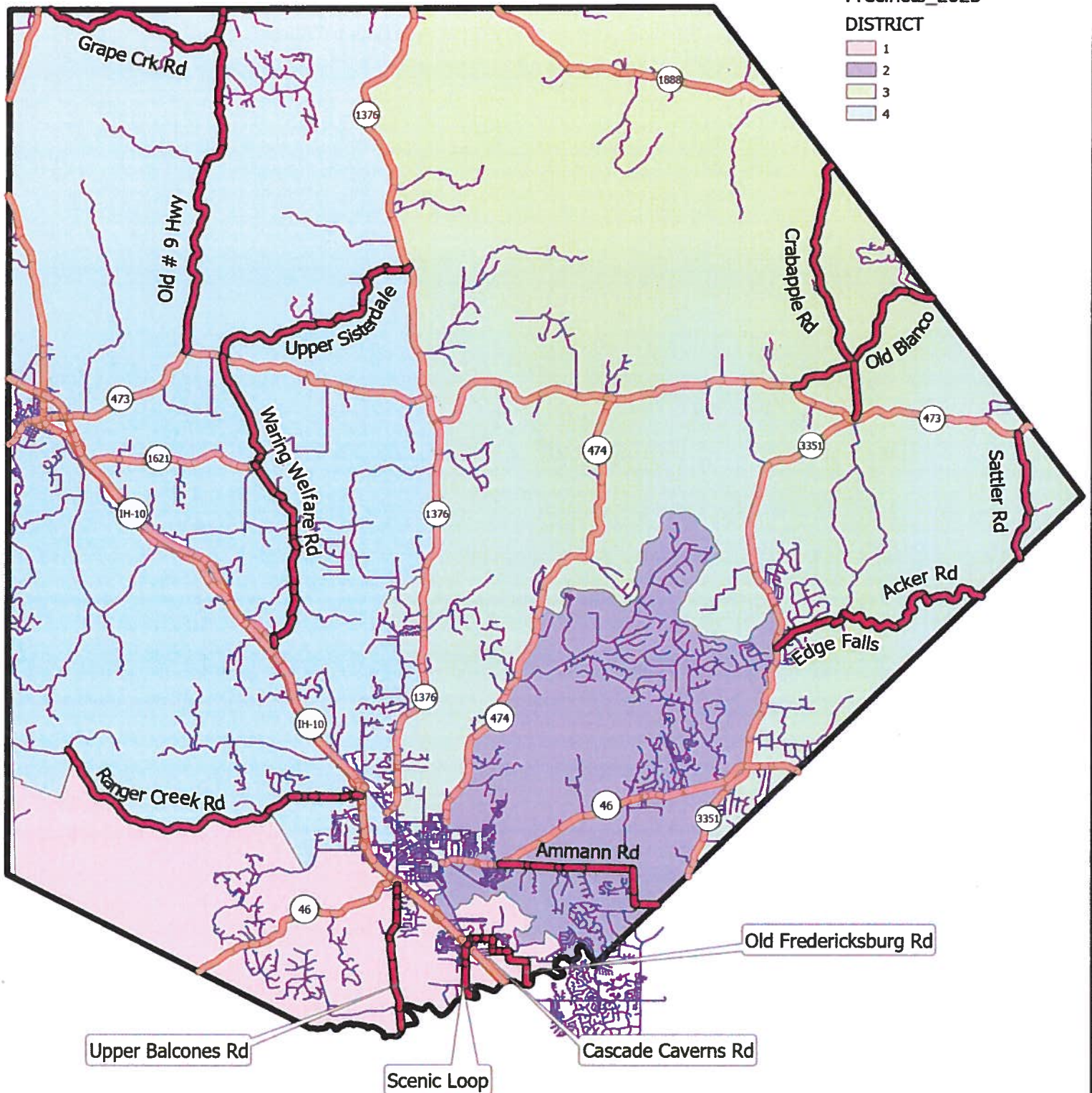
DISTRICT

1

2

3

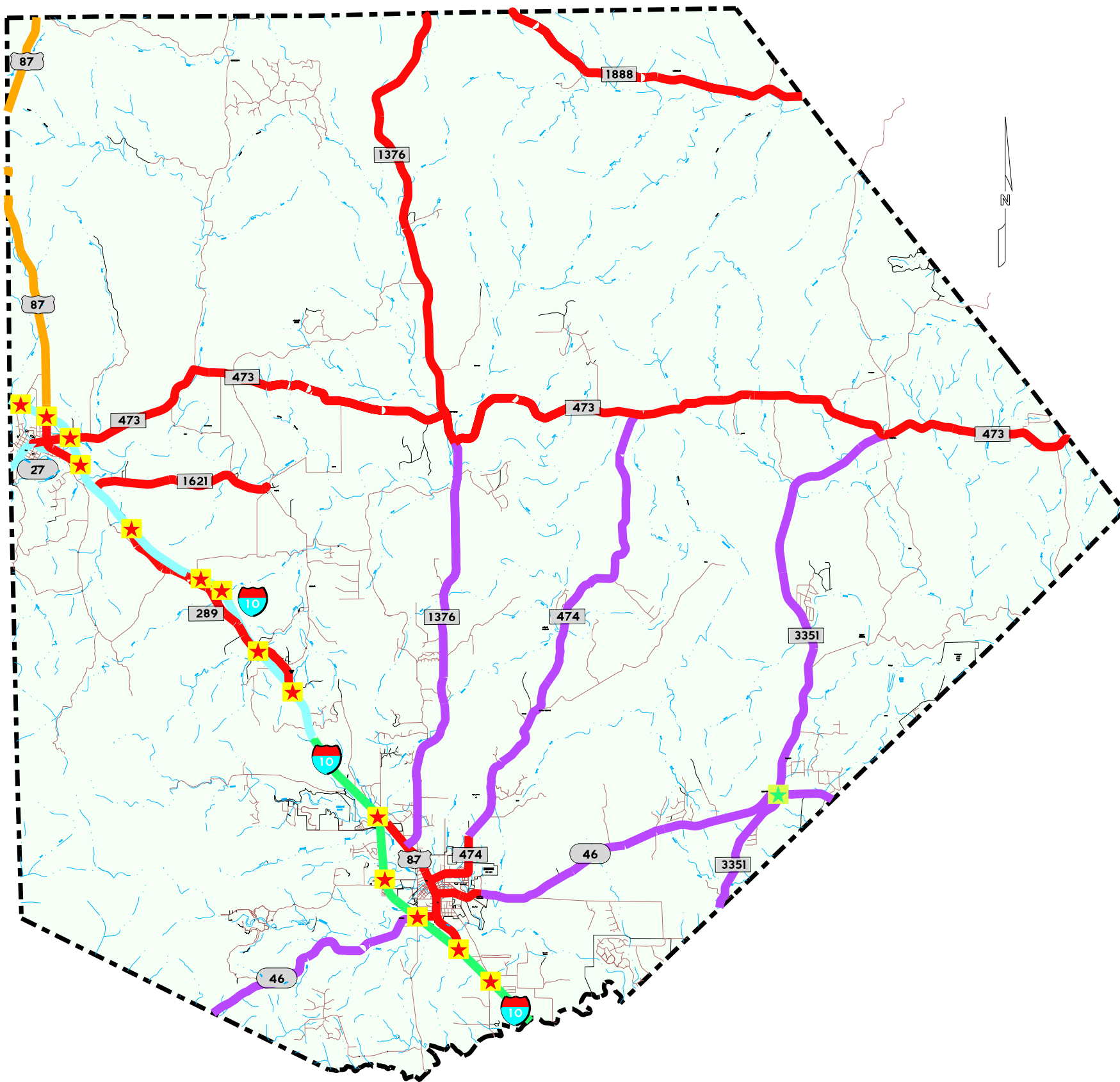
4



Scale: 1:246,860

0 2.5 5 10 Miles

1 inch equals 4 miles



LEGEND

MINIMUM RIGHT OF WAY (R.O.W.) REQUIREMENTS

	120' R.O.W. REQUIRED
	120' R.O.W. REQUIRED (ROUTE NOT DETERMINED)
	150' R.O.W. REQUIRED
	150' R.O.W. REQUIRED (ROUTE NOT DETERMINED)
	250' R.O.W. REQUIRED
	250' R.O.W. REQUIRED (ROUTE NOT DETERMINED)
	400' R.O.W. REQUIRED
	400' R.O.W. REQUIRED (ROUTE NOT DETERMINED)
	OTHER TxDOT ROADWAYS NO R.O.W. REQUIREMENTS ESTABLISHED
	REQUIRED R.O.W. WIDTH AS PER TxDOT RIGHT OF WAY MAPS

	EXISTING TxDOT ROADWAYS TO BE RETURNED TO COUNTY MAINTENANCE
--	---

★	EXISTING GRADE SEPARATION
★	PROPOSED GRADE SEPARATION ON 150' R.O.W.
★	PROPOSED GRADE SEPARATION ON 250' R.O.W.
★	PROPOSED GRADE SEPARATION ON 400' R.O.W.

KENDALL COUNTY CORRIDOR RIGHT OF WAY PRESERVATION MAP





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022

OPEN SESSION

SUBJECT	Proposed changes to Kendall County Flood Damage Prevention Order
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext. 250
TIME NEEDED FOR PRESENTATION	10 Minutes
WORDING OF AGENDA ITEM	Presentation and Discussion on proposed changes to Kendall County Flood Damage Prevention Order.
REASON FOR AGENDA ITEM	Proposed changes to Kendall County Flood Damage Prevention Order
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	none



STATE OF TEXAS
KENDALL COUNTY

**KENDALL COUNTY ORDER NO. 11-14-2022
FLOOD DAMAGE PREVENTION ORDER**

60.3(d)

ARTICLE 1

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses.

Therefore, the Commissioners Court of Kendall County, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Kendall County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this order to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this order uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this order shall be interpreted to give them the meaning they have in common usage and to give this order its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPEAL BOARD- means the Commissioners Court of Kendall County, Texas.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURECONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1 percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/ AO, AR/ AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, AI-30, AE, A99, AR, AR/ AI-30, AR/ AE, AR/AO, AR/AH, AR/ A, VO, VI-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) -The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, AI-A30, AR, VI-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL- means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or

complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY- means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning order, subdivision regulations, building codes, health regulations, special purpose order (such as a floodplain order, grading order and erosion control order) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY- see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior or;
 - (b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not

considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or Contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA - see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or

other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDER APPLIES

The order shall apply to all areas of special flood hazard with the jurisdiction of Kendall County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Kendall County, Texas and Incorporated Areas," dated December 17, 2010, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated December 17, 2010 and any revisions thereto are hereby adopted by reference and declared to be a part of this order.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required prior to commencement of any development to ensure conformance with the provisions of this order.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this order and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This order is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this order and another order, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this order, all provisions shall be;
(1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this order is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This order does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This order shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this order or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Kendall County Development Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this order and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this order.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this order.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required. All applicable federal, state, county, and city requirements and/or approvals shall be acquired prior to issuance of a County development permit.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit

evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. To the maximum extent practicable the character of the riparian corridor shall be maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator shall require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones AI-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community and the development will not increase the 1% annual chance floodplain postdevelopment velocities above six (6) fps. No increase in velocity will be permitted if predevelopment velocities exceed 6 fps.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones AI-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. FLOODPLAIN ADMINISTRATOR AUTHORIZED TO REQUIRE FLOODPLAIN STUDIES

The Floodplain Administrator may require an applicant, at the applicant's expense, to have a floodplain study prepared by a Professional Engineer (PE) to establish the base flood elevation (BFE) and the floodplain boundaries as part of or prior to requesting a development permit. In cases where the Floodplain Administrator deems it necessary the applicant shall also submit a floodway boundary analysis as part of or prior to requesting a floodplain development permit. The floodplain administrator may require the floodplain study to be submitted to FEMA in the form of a CLOMR or LOMR. Studies shall use Atlas 14 or other best available hydrology data as determined by the floodplain administrator.

SECTION D. PERMIT PROCEDURES

- (1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B(2);
 - (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);
- (2) No subdivision plats with easements that are based on revisions to a 1% annual chance current conditions floodplain shall be approved prior to a CLOMR or LOMR being approved by FEMA.
- (3) Excluding capital improvement projects managed by a public agency, no development that will result in a change in the alignment, width, or elevation of a FEMA designated floodplain is allowed prior to a CLOMR being approved by FEMA.
- (4) Other than work specifically associated with a CLOMR approved by the floodplain administrator (see above), no construction activity that requires a revision to a FEMA designated floodplain to meet the provisions of these floodplain orders is allowed prior to EITHER:
 - (a) A letter of map revision (LOMR) being approved by FEMA OR
 - (b) A LOMR being submitted to FEMA AND a performance

agreement (with associated performance bond), being accepted by the County

(5) When any CLOMR or LOMR application submitted relating to a FEMA designated Zone A floodplain, all information required for FEMA to designate the floodplain as Zone AE shall be included.

(6) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this order and the following relevant factors:

- (a) The danger to life and property due to flooding or erosion damage;
- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (c) The danger that materials may be swept onto other lands to the injury of others;
- (d) The compatibility of the proposed use with existing and anticipated development;
- (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (h) The necessity to the facility of a waterfront location, where applicable;
- (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION E. VARIANCE PROCEDURES

(1) The Appeal Board shall hear and render judgment on requests for variances from the requirements of this order.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this order.

(3) Any person or persons aggrieved by the decision of the Appeal

Board may appeal such decision in the courts of competent jurisdiction.

- (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this order.
- (6) Upon consideration of the factors noted above and the intent of this order, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this order (Article 1, Section C).
- (7) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (8) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (9) Prerequisites for granting variances:
 - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or orders.
 - (c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(10) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section E (1)-(8) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Where base flood elevation data is not available, a floodplain study shall be performed by a Professional Engineer (PE) establishing the base flood elevation (BFE) and floodplain boundaries as part of or prior to requesting a floodplain development permit. In cases where the Floodplain Administrator deems it necessary the applicant shall also submit a floodway boundary analysis as part of or prior to requesting a floodplain development permit.
- (9) Storage of materials and equipment that, in time of flooding, could be

swept off-site and carried downstream is prohibited in the special flood hazard area.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

- (1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have:
 - (a) the lowest floor (including basement), elevated to one foot (1') above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section D (1) a., is satisfied; and
 - (b) a study prepared by a registered professional engineer showing that the proposed residential construction complies with Article 4, Section B(9).
- (2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall:
 - (a) either have the lowest floor (including basement) elevated to one foot (1') above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator; and
 - (b) a study prepared by a registered professional engineer showing that the proposed residential construction complies with Article 4, Section B(9).
- (3) **Enclosures** - new construction and substantial improvements, with

fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
- (b) The bottom of all openings shall be no higher than 1 foot above grade.
- (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes

- (a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (b) Require that manufactured homes that are placed or substantially improved within Zones AI-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones AI-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be

elevated so that either:

- (i) the lowest floor of the manufactured home is one foot (1') above the base flood elevation, or
- (ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites located outside of a manufactured home or RV Park within Zones AI-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 90 consecutive days, and (ii) be fully licensed, have current motor vehicle inspection certificate, state registration, is operable and ready for highway use, or (iii) meet the permit requirements of Article 4, Section D (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(6) **Fill** – The following standards apply to all fill activities in special flood hazard areas:

- (a) Fill sites, upon which structures will be constructed or placed must be compacted to 95 percent of the maximum density attainable with the Standard Proctor Test method or an acceptable equivalent method;
- (b) Fill slopes shall not be steeper than one foot vertical to three feet horizontal;
- (c) Adequate protection against erosion and scour is provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than **six (6) feet per second** armoring with stone or rock protection shall be provide. When expected velocities during the base flood are **six (6) feet per second** or less protection shall be provided by covering them with vegetative cover;
- (d) Fill shall be composed of clean granular or earthen material.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this order.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section D; and the provisions of Article 5 of this order.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this order.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section D are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge and the development will not increase the 1% annual chance floodplain postdevelopment velocities above six (6) fps. No increase in velocity will be permitted if predevelopment velocities exceed 6 fps.

(2) The following types of encroachments are allowed in the floodway provided Article 5 Section E (1) is satisfied:

- (a) All-weather street crossings that meet the requirements of Kendall County Development Rules and Regulations
- (b) Underground utility construction
- (c) Parks
- (d) Greenways
- (e) Recreational facilities and golf courses (excluding buildings)
- (f) On grade hike and bike trails
- (g) Publicly funded capital improvement projects that reduce flooding to protect the public safety
- (h) Maintenance activities necessary to maintain the stormwater conveyance of the floodplain.
- (j) Drainage infrastructure repair
- (k) Floodplain restoration
- (l) Habitat re-establishment

- (m) Installation of flood monitoring controls - rain gages, early flood warning systems, high water detection systems, etc.
 - (n) Installations of emergency devices necessary to warn alarm and protect citizens at flood hazards.
 - (o) Improvements to a structure that do not fall under the definition of substantial improvement.
 - (p) Elevating and/or floodproofing existing structures in the floodplain.
 - (q) On grade parking lot construction where water depths do not exceed six (6) inches during a future 1% annual chance storm event.
 - (r) Historic structure reconstruction, rehabilitation or restoration.
- (3) If Article 5, Section E (1) and (2) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
- (4) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION F. SEVERABILITY

If any section, clause, sentence, or phrase of this Order is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Order.

SECTION G. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Kendall County from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE6

EFFECTIVE DATE

Approved and effective this day of _____ 2022

Darrel L. Lux
County Judge, Kendall County, Texas

Attest: _____
Darlene Herrin
County Clerk, Kendall County Texas



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022 OPEN SESSION	
SUBJECT	Street adjustment in Waring
DEPARTMENT & PERSON MAKING REQUEST	GIS Coordinator, Mike Howle
PHONE # OR EXTENSION #	830-331-8245
TIME NEEDED FOR PRESENTATION	5 min
WORDING OF AGENDA ITEM	Consideration and Action to approve road change in Waring for combining Manning Road, and Manning Street Road into Manning Street
REASON FOR AGENDA ITEM	Combine all street names into Manning Street for clarification
WHO WILL THIS AFFECT?	Waring township in Precinct 4
ADDITIONAL INFORMATION	See road history form

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date:

Final Plat Approved:

ROAD NAME

PRECINCT GRID/X,Y ROAD TYPE ROAD CLASS

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD

END OF ROAD

SUBDIVISION

LENGTH (miles/ft)

ROAD SURFACE (paved/base) ROAD SURFACE WIDTH

CONDITION/DATE Check one: ☐ EXCELLENT ☐ GOOD ☐ FAIR ☐ POOR

CONSTRUCTION ACCEPTED MAINTENANCE ACCEPTED

VOLUME PAGE VOLUME PAGE

ROW WIDTH ROW OWNERSHIP

ROW METES AND BOUNDS RECORDED VOLUME PAGE Date

BRIDGES WEIGHT LIMIT SPEED LIMIT

STRIPED SIGNAGE CULVERTS

ADDRESS SCHEME / CHECK ONE: ☐ 1999 & BEFORE = 211' ☐ 2000-06/30/05 = 5.28' ☒ 07/01/05 - 25.0' ☐ PLAT

ADDRESS NUMBER RANGE: LOW: HIGH:

Comments:

☐ CO. Inspector ☐ Road and Bridge ☐ Development Management ☒ GIS

PRECINCT COMMISSIONER APPROVAL _____ Date



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022
OPEN SESSION

SUBJECT	Road & Bridge Monthly Report
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Don L Evans, Road Supervisor
PHONE # OR EXTENSION #	830-249-9343 ext. 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Summary of Road Work For September 2022
REASON FOR AGENDA ITEM	Report Progress of Road Work
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
1		DEEP HOLLOW SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56431	9/16/2022
1		SPRING HILL DR	0 to .66 Miles	Mowing	Mow & Weed Eat	56360	9/21/2022
1		DEER LAKE DR	Deer View	Mowing	Mow & Weed Eat	56430	9/16/2022
1		AUSTIN DR	0 to .21 Miles	Mowing	Mow & Weed Eat	56288	9/15/2022
1		RANGER CREEK RD	0 to 8.81 Miles	Mowing	Mow & Weed Eat	56296	9/14/2022
1		JOHNS RD	0 to 3.71 Miles	Mowing	Mow & Weed Eat	56428	9/16/2022
1		MATTICK LN	0 to .21 Miles	Mowing	Mow & Weed Eat	56433	9/16/2022
1		DODGE RD	0 to 2.04 Miles	Mowing	Mow & Weed Eat	56367	9/19/2022
1		SCENIC LOOP RD	0 to 1.17 Miles	Mowing	Mow & Weed Eat	56361	9/21/2022
1		RANGER CREEK SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56287	9/15/2022
1		SCOTTIE DR	0 to .15 Miles	Mowing	Mow & Weed Eat	56289	9/15/2022
1		CORLEY RD	0 to 1.04 Miles	Mowing	Mow & Weed Eat	56362	9/21/2022
1		SPENCER RD	0 to .17 Miles	Mowing	Mow & Weed Eat	56363	9/19/2022
1		UPPER BALCONES RD	0 to 4.19 Miles	Mowing	Mow & Weed Eat	56365	9/19/2022
1		SKYVIEW ACRES SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56331	9/20/2022
1		COUGHRAN RD	0 to .45 Miles	Mowing	Mow & Weed Eat	56364	9/19/2022
1		VALLERIE LN	0 to .43 Miles	Mowing	Mow & Weed Eat	56359	9/21/2022
1		OAK VIEW DR	0 to .59 Miles	Mowing	Mow & Weed Eat	56366	9/19/2022
1		INDIAN SPRINGS SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56432	9/16/2022
1		J WILLIAMS RD	0 to .73 Miles	Mowing	Mow & Weed Eat	56429	9/16/2022

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
2		KREUTZBERG RD	1 to 2.8 Miles	Cleaning and Debris	Remove Litter	56385	9/23/2022
2		SPRING CREEK RD	0 to 2.01 Miles	Mowing	Mow & Weed Eat	56388	9/22/2022
2		OLD FREDERICKSBURG RD	0 to 1.46 Miles	Mowing	Mow & Weed Eat	56357	9/21/2022
2		KREUTZBERG RD	0 to 7.29 Miles	Mowing	Mow & Weed Eat	56423	9/26/2022
2		SILENT SPG	Prado Crossing	Mowing	Mow & Weed Eat	56389	9/22/2022
2		MARK TWAIN DR	0 to 1.01 Miles	Mowing	Mow & Weed Eat	56483	9/28/2022
2		FRIENDLY HILLS SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56390	9/22/2022
2		BUCKSKIN DR	Include Bambi	Mowing	Mow & Weed Eat	56344	9/21/2022
2		CASCADE CAVERNS RD	0 to 2.17 Miles	Mowing	Mow & Weed Eat	56356	9/21/2022
2		STONEGATE DR	Stonegate N & S	Mowing	Mow & Weed Eat	56387	9/22/2022
2		NORTH STAR RD	0 to .19 Miles	Mowing	Mow & Weed Eat	56355	9/21/2022
2		SCHEELE RD	0 to .80 Miles	Mowing	Mow & Weed Eat	56358	9/21/2022
2		RIVER MOUNTAIN SUB	Complete	Mowing	Mow & Weed Eat	56424	9/27/2022
2		RIVER MOUNTAIN SUB	Complete	Mowing	Mow & Weed Eat	56482	9/28/2022
2		BLUEBONNET DR	N & S Wagon Wheel	Mowing	Mow & Weed Eat	56342	9/21/2022
2	113	CASCADE CAVERNS RD		Striping	Striping	56253	9/9/2022

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
3	249	SANSOM RD		Maintenance	Blade Rough Road	56337	9/21/2022
3		SEVEN SISTERS DR	2.0 to 2.5 Miles	Maintenance	Edge Of Pavement	56182	9/1/2022
3	38	SANSOM RD		Maintenance	Blade Rough Road	56420	9/27/2022
3	249	SANSOM RD		Maintenance	Blade Rough Road	56372	9/22/2022
3	126	FULLER DR		Maintenance	Ditch Work	56232	9/7/2022
3	297	SANSOM RD		Maintenance	Blade Rough Rd.	56262	9/13/2022
3	259	SANSOM RD		Maintenance	Blade Rough Road	56268	9/13/2022
3	249	SANSOM RD		Maintenance	Blade Rough Road	56317	9/19/2022
3	126	FULLER DR		Maintenance	Ditch Work	56239	9/6/2022
3	249	SANSOM RD		Maintenance	Blade Rough Road	56322	9/20/2022
3	259	SANSOM RD		Maintenance	Blade Rough Road	56280	9/15/2022
3	297	SANSOM RD		Maintenance	Blade Rough Road	56258	9/12/2022
3	38	SANSOM RD		Maintenance	Blade Rough Road	56410	9/26/2022
3	38	SANSOM RD		Maintenance	Blade Rough Road	56473	9/29/2022
3	297	SANSOM RD		Maintenance	Blade Rough Road	56254	9/9/2022
3	240	SANSOM RD		Maintenance	Blade Rough Road	56386	9/23/2022
3	38	SANSOM RD		Maintenance	Blade Rough Road	56467	9/28/2022
3	38	SANSOM RD		Maintenance	Blade Rough Road	56478	9/30/2022
3	297	SANSOM RD		Maintenance	Blade Rough Road	56247	9/7/2022
3		LEWIS RD	0 to .8 Miles	Mowing	Mow & Weed Eat	56426	9/23/2022
3		FOSTER RD	Foster Ln.	Mowing	Mow & Weed Eat	56427	9/23/2022
3		N ESSER RD	0 to .20 Miles	Mowing	Mow & Weed Eat	56391	9/22/2022
3		DOVE COUNTRY SBDVN	Complete	Mowing	Mow & Weed Eat	56425	9/23/2022
3		RIVER RANCH SUBDIVISION		Mowing	Mow & Weed Eat	56484	9/30/2022
3		HIGH POINT RANCH RD		Mowing	Mow & Weed Eat	56485	9/30/2022
3		CRABAPPLE RD	@ 5.2 Miles	Road Structure	Cattle Guard Repair	56369	9/22/2022
3		SEEWALD RD	@ 1.1 Miles	Road Structure	Cattle Guard Repair	56370	9/22/2022
3		SATTLER RD	@ .83,1.8 and 2.3 Miles	Road Structure	Cattle Guard Repair	56414	9/26/2022
3		EDGE FALLS RD	@ 3.65 Miles	Road Structure	Cattle Guard Repair	56415	9/23/2022

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4		VARIOUS ROADS	Comfort Township	Brush	R. O. W. Clearing	56186	9/1/2022
4		RAGSDALE RD	@ .75 Miles	Brush	Tree Removal	56229	9/6/2022
4	225	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56392	9/15/2022
4		POSSUM CREEK RD	Complete	Contract Services	Seal Coat 2 Course	56497	9/27/2022
4	603	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56396	9/15/2022
4		RUST RD	Complete	Contract Services	Seal Coat 2 Course	56496	9/26/2022
4	109	HOPE RD		Contract Services	Pot Hole Repair	56407	9/20/2022
4	232	SPRING RD		Contract Services	Pot Hole Repair	56408	9/20/2022
4	116	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56394	9/15/2022
4		RAGSDALE RD	Complete	Contract Services	Seal Coat 2 Course	56498	9/28/2022
4		POEHNERT RD	Complete	Contract Services	Seal Coat 1 Course	56499	9/29/2022
4	129	HOPE RD		Contract Services	Pot Hole Repair	56406	9/20/2022
4	657	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56397	9/15/2022
4	402	ALAMO RD		Contract Services	Pot Hole Repair	56402	9/20/2022
4		ALAMO RD	@ Birch Rd.	Contract Services	Pot Hole Repair	56400	9/20/2022
4	619	DEER RD	to #611	Contract Services	Pot Hole Repair	56409	9/20/2022
4		FLAT ROCK CREEK RD	Complete	Contract Services	Seal Coat 2 Course	56495	9/26/2022
4	8792	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56395	9/15/2022
4	613	OLD NUMBER 9 HWY		Contract Services	Pot Hole Repair	56393	9/15/2022
4	301	ALAMO RD		Contract Services	Pot Hole Repair	56398	9/20/2022
4	310	ALAMO RD		Contract Services	Drainage Structure	56399	9/20/2022
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Receive Materials	56381	9/22/2022
4	648	FM 289	Ring Mountain	County Road and Bridge	Herbicide Training	56470	9/29/2022
4		RAGSDALE RD	0 to .2 Miles	Data Collection	Locate Water Pipes	56238	9/7/2022
4	3	OLD COMFORT RD	R&B Yard	Equipment	Equip. Standby	56378	9/21/2022
4	228	HOLIDAY RD		Maintain	Soft Spot Repair	56465	9/27/2022
4		MARQUARDT RD	0 to 1.1 Miles	Maintenance	Edge of Pavement	56466	9/28/2022
4		HOLIDAY RD	@ 0 Miles	Maintenance	Level Up	56332	9/21/2022
4	42	FLAT ROCK CREEK RD		Maintenance	Culvert Repair	56376	9/21/2022
4	42	FLAT ROCK CREEK RD		Maintenance	Culvert Repair	56315	9/19/2022
4		ALLEN RD	@ Ten West Dr	Maintenance	Ditch Maint.	56416	9/26/2022
4		ALLEN RD	1.6 to 1.8 Miles	Maintenance	Blade Rough Road	56335	9/21/2022
4	42	FLAT ROCK CREEK RD		Maintenance	Culvert Repair	56321	9/20/2022

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4	8734	OLD NUMBER 9 HWY		Maintenance	Ditch Work	56236	9/2/2022
4		ALLEN RD	.5 to 1.0 Miles	Maintenance	Edge of Pavement	56384	9/23/2022
4		TURKEY KNOB RD	0 to 3.76 Miles	Mowing	Mow & Weed Eat	56286	9/15/2022
4		LAKE RUN	Lake View Estates	Mowing	Mow & Weed Eat	56297	9/15/2022
4		JENNIFER DR	0 to 1.28 Miles	Mowing	Mow & Weed Eat	56264	9/13/2022
4		UPPER CIBOLO CREEK RD	0 to 4.18 Miles	Mowing	Mow & Weed Eat	56265	9/13/2022
4		SPARKLING SPRINGS SUB	Complete	Mowing	Mow & Weed Eat	56266	9/13/2022
4		CIBOLO OAKS LANDING SUB	Complete	Mowing	Mow & Weed Eat	56311	9/14/2022
4		CIBOLO OAKS SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56310	9/14/2022
4		TEN WEST SUBDIVISION	Complete	Mowing	Mow & Weed Eat	56263	9/13/2022
4		NOTTINGHAM LN	0 to .3 Miles	Mowing	Drainage Structure	56306	9/14/2022
4		RAGSDALE RD	.1 to .2 Miles	New Construction	Road Surface	56320	9/20/2022
4		RAGSDALE RD	0 to .3 Miles	New Construction	Road Surface	56368	9/22/2022
4	1175	N MAIN ST	EMS Parking Lot	New Construction	Install Straw Barrier	56422	9/27/2022
4		RUST RD	.10 to .30 Miles	New Construction	Road Surface	56318	9/19/2022
4		RUST RD	.10 to .30 Miles	New Construction	Road Surface	56251	9/8/2022
4		RAGSDALE RD	.3 to .5 Miles	New Construction	Road Surface	56261	9/13/2022
4		RAGSDALE RD	.50 to .75 Miles	New Construction	Road Surface	56230	9/6/2022
4		RAGSDALE RD	.1 to .3 Miles	New Construction	Road Surface	56187	9/1/2022
4		RAGSDALE RD	.3 to .5 Miles	New Construction	Road Surface	56267	9/14/2022
4		RAGSDALE RD	.2 to .3 Miles	New Construction	Road Surface	56319	9/19/2022
4		RAGSDALE RD	.5 to .6 Miles	New Construction	Road Surface	56246	9/7/2022
4		RAGSDALE RD	.6 to .7 Miles	New Construction	Road Surface	56256	9/12/2022
4		RAGSDALE RD	0 to .3 Miles	New Construction	Road Surface	56312	9/16/2022
4		RAGSDALE RD	0 to .2 Miles	New Construction	Drainage Structure	56255	9/9/2022
4		RUST RD	.30 to .74 Miles	New Construction	Ditch Work	56248	9/6/2022
4		RUST RD	.10 to .30 Miles	New Construction	Road Surface	56323	9/20/2022
4		RAGSDALE RD	.6 to .7 Miles	New Construction	Road Surface	56245	9/8/2022
4		FLAT ROCK CREEK RD	@ .7 Miles	New Construction	Drainage Structure	56472	9/28/2022
4		RAGSDALE RD	0 to .3 Miles	New Construction	Road Surface	56279	9/15/2022
4	1175	N MAIN ST	Kendall Co. EMS	New Construction	Push Up Base	56326	9/20/2022
4		RAGSDALE RD	.6 to .8 Miles	New Construction	Road Surface	56252	9/8/2022
4		RUST RD	.1 to .3 Miles	New Construction	Road Surface	56336	9/21/2022

Kendall County Road Bridge September 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4		FLAT ROCK CREEK RD	@ .7 Miles	New Construction	Drainage Structure	56474	9/30/2022
4		FLAT ROCK CREEK RD	@ .7 Miles	New Construction	Drainage Structure	56469	9/29/2022
4		RUST RD	.10 to .30 Miles	New Construction	Drainage Structure	56250	9/7/2022
4		RAGSDALE RD	.5 to .6 Miles	New Construction	Drainage Structure	56188	9/2/2022
4	648	FM 289	4H Center	Non Road and Bridge	Assist Other Agency	56145	9/1/2022
4	648	FM 289	4H Center	Non Road and Bridge	Mow Grass	56257	9/12/2022
4	609	ALTGELT	Cow Creek Water Dist.	Non Road and Bridge	Drainage Structure	56468	9/27/2022
4		FLAT ROCK CREEK RD	0 to .6 Miles	Paving and Prep	Pavement Markings	56379	9/26/2022
4		POSSUM CREEK RD	1.2 to 1.9 Miles	Paving and Prep	Pavement Markings	56380	9/22/2022
4		RAGSDALE RD	0 to .5 Miles	Paving and Prep	Pavement Markings	56382	9/23/2022
4		RUST RD	0 to .7 Miles	Paving and Prep	Pavement Markings	56383	9/23/2022
4		UPPER SISTERDALE RD	@ .10 and 1.5 Miles	Road Structure	Cattle Guard Repair	56371	9/22/2022
4		BIG JOSHUA CREEK RD	@ .1 Miles	Road Structure	Cattle Guard Repair	56333	9/21/2022
4		LITTLE JOSHUA CREEK RD	@ 0.342 Miles	Road Structure	Cattle Guard	56224	9/2/2022
4		RAGSDALE RD	0 to .3 Miles	Road Surface	Road Surface	56334	9/21/2022



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/24/2022
OPEN SESSION

SUBJECT	Operations Monthly Report
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Road & Bridge; Operations Jean Maxwell Operations Manager
PHONE # OR EXTENSION #	830-249-9343 ext. 652
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Summary of Operations For September 2022
REASON FOR AGENDA ITEM	Operations Monthly Report
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
1	10209	JOHNS RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56345	9/8/2022
1	432	BLUE DIAMOND	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56346	9/8/2022
1	797	CROWN JEWEL	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56347	9/8/2022
1	6	STAUDT ST	@ Pre Trial Services	Install	Install Front Door Emblems	56456	9/27/2022

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		KREUTZBERG RD	@ 1.85 Miles	Data Collection	GPS Culvert Site	56411	9/13/2022
2		RIDGES END DR	@ .01 Miles	Data Collection	GPS Culvert Site	56436	9/13/2022
2		WINDVIEW DR	@ .03 Miles	Data Collection	GPS Culvert Site	56445	9/13/2022
2		WIND RIDGE DR	@ .01 Miles	Data Collection	GPS Culvert Site	56439	9/13/2022
2		SUNRISE DR	@ .5 Miles	Data Collection	GPS Culvert Site	56441	9/13/2022
2		SUNRISE DR	@ .5 Miles	Data Collection	GPS Culvert Site	56442	9/13/2022
2	104	RIDGES END DR	Fabricate @ Shop 104B	Fabricate	Fabricate Address Plate	56351	9/8/2022
2	515	RED OAK DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56350	9/8/2022
2	504	OAK RIDGE RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56348	9/8/2022
2	103	RIVER MOUNTAIN DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56349	9/8/2022
2	107	WIND RIDGE DR	@ .01 Miles	Object Marker Replace	Replace Two Object Markers	56440	9/13/2022
2	157	KREUTZBERG RD	@ 1.85 Miles	Object Marker Replace	Replace Two Object Markers	56412	9/13/2022
2	8	RIDGES END DR	@ .01 Miles	Object Marker Replace	Replace Two Object Markers	56437	9/13/2022
2		RIDGES END DR	@ .31 Miles	Object Marker Replace	Replace Two Object Markers	56438	9/13/2022
2		KREUTZBERG RD	@ .95 Miles	Remove	Remove Curve Sign	56517	9/14/2022
2		SUNRISE DR	@ .01 Miles	Replace	Replace Stop/Street Name Signs/Pole	56521	9/15/2022

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		KREUTZBERG RD	@ 4.3 Miles	Replace	Replace Speed Limit/Do Not Pass Signs & Pole	56518	9/14/2022
2		AMMANN RD	@ 2.49 Miles	Replace Sign	Replace Dip Sign	56446	9/13/2022
2		RED OAK DR	@ .01 Miles	Replace Sign	Replace Stop/Street Name Signs	56520	9/15/2022
2		RED OAK DR	@ 1.51 Miles	Replace Sign	Replace Windview Street Name Sign	56523	9/15/2022
2		KREUTZBERG RD	@c 5.4 Miles	Replace Sign	Replace 40 MPH/Do Not Pass Signs/Pole	56525	9/15/2022
2		KREUTZBERG RD	@ 5.8 Miles	Replace Sign	Replace 10 MPH Sign	56519	9/14/2022
2		OLD FREDERICKSBURG RD	@ 1.46 Miles	Trash Removal	Pick Up Adopt A Road Trash	56463	9/28/2022

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	28	SPALTEN RIDGE	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56354	9/8/2022
3	23	VOSS PKWY	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56352	9/8/2022
3	824	EDGE FALLS RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56450	9/19/2022
3	70	PHILLIP RANCH RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56353	9/8/2022
3		SEEWALD RD	@ .12 Miles	Relocate	Relocate Neighborhood Watch Sign	56572	9/26/2022
3		SEEWALD RD	@ 1.3 Miles	Remove Sign	Remove Loose Livestock Sign/Pole	56573	9/26/2022

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		N RIVER BEND RD	@ .3 Miles	Change	Change Bus Stop Sign To Stop Ahead Sign	56557	9/22/2022
4		N RIVER BEND RD	@ .04 Miles	Change	Change Bus Stop Sign To Rd. May Flood	56560	9/22/2022
4	137	FM 473 W	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56447	9/19/2022
4		SPANISH PASS RD	Fabricate @ Shop	Fabricate	Fabricate Sign For Solid Waste	56341	9/8/2022
4	830	DUNNERS MTN RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56451	9/19/2022
4	111	CHERRY FLS	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56449	9/19/2022
4		PRIVILEGE PASS	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56454	9/26/2022
4	47	RUST RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56343	9/8/2022
4		HONEY HL	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56453	9/26/2022
4	109	FM 473 W	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56448	9/19/2022
4	21	FLAT ROCK CREEK RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	56316	9/8/2022
4	3	OLD COMFORT RD	Fabricate @ Shop	Fabricate and Install	Fabricate & Install County Emblems/Unit 15	56461	9/28/2022
4		FLAT ROCK CREEK RD	@ .4 Miles	Install Sign	Install Road May Flood Sign	56552	9/20/2022
4	77	FLAT ROCK CREEK RD	@ 1.2 Miles	Object Marker Repair	Repair Object Marker	56554	9/20/2022
4	105	CEDAR LN	@ .01 Miles	Object Marker Replace	Replace Object Marker	56570	9/26/2022
4		LOOP 1087 RD		Place or Remove Temp Sign	Place Temporary Mailbox	56373	9/12/2022

Kendall County Operation Sept 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		N RIVER BEND RD	@ .04 Miles	Relocate	Relocate Dogs At Large Sign	56566	9/22/2022
4		FLAT ROCK CREEK RD	@ .4 Miles	Remove	Remove WFWOR Sign	56551	9/20/2022
4		N RIVER BEND RD	@ .3 Miles	Remove	Remove Stop Ahead Sign	56567	9/22/2022
4		SEVENTH ST	@ .6 Miles	Remove	Remove Handicap Parking Sign	56527	9/19/2022
4		N RIVER BEND RD	@ .15 Miles	Remove Sign	Remove "T" Intersection Sign	56558	9/22/2022
4		N RIVER BEND RD	@ .01 Miles	Remove Sign	Remove WFWOR Sign & Pole	56559	9/22/2022
4		SEVENTH ST	@ .56 Miles	Repair Sign Support	Repair Stop Sign Pole	56526	9/19/2022
4		WOODY WAY	@ .01 Miles	Repair Sign Support	Replace Stop Sign Pole	56571	9/26/2022
4		MARVIL LEE DR	@ .52 Miles	Replace	Replace Yield Sign/Pole	56575	9/29/2022
4		FLAT ROCK CREEK RD	@ 2.4 Miles	Replace Sign	Replace Winding Road Sign	56574	9/20/2022
4		FLAT ROCK CREEK RD	@ .03 Miles	Replace Sign	Replace 35 MPH Sign	56529	9/20/2022
4		FLAT ROCK CREEK RD	@ 1.8 Miles	Replace Sign	Replace Winding Rd./15 MPH Signs	56555	9/20/2022
4		FLAT ROCK CREEK RD	@ .02 Miles	Replace Sign	Replace No Outlet Sign/Pole	56528	9/20/2022
County Wide		VARIOUS ROADS	Various	Turn Signs	Turn Burn Ban Signs To Reflect Ban Off	56277	9/2/2022