



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for September 14, 2020.
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: 9/28/2020 OPEN SESSION																											
SUBJECT	Service awards September 2020																										
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>Brenda Bell</td><td>Health Dept</td><td>15 Years</td></tr><tr><td>Nicole Bishop</td><td>CDA</td><td>10 Years</td></tr><tr><td>Barbara Christman</td><td>Health & Welfare</td><td>15 Years</td></tr><tr><td>James Coleman</td><td>R & B</td><td>5 Years</td></tr><tr><td>Sally Peters</td><td>County Judge's Office</td><td>15 Years</td></tr><tr><td>Stephanie Rust</td><td>LEC</td><td>5 Years</td></tr><tr><td>Nancy Schuchardt</td><td>District Clerk's Office</td><td>5 Years</td></tr><tr><td>Sylvia Zapata</td><td>Human Resources</td><td>15 Years</td></tr></table>			Brenda Bell	Health Dept	15 Years	Nicole Bishop	CDA	10 Years	Barbara Christman	Health & Welfare	15 Years	James Coleman	R & B	5 Years	Sally Peters	County Judge's Office	15 Years	Stephanie Rust	LEC	5 Years	Nancy Schuchardt	District Clerk's Office	5 Years	Sylvia Zapata	Human Resources	15 Years
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Stephanie Rust	LEC	5 Years																									
Nancy Schuchardt	District Clerk's Office	5 Years																									
Sylvia Zapata	Human Resources	15 Years																									
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county																										
WHO WILL THIS AFFECT?	Countywide																										
ADDITIONAL INFORMATION	None																										



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Night Sky in Kendall County
DEPARTMENT & PERSON MAKING REQUEST	Christina Bergmann, Commissioner Precinct 1 Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of October 2020 as NIGHT SKY MONTH in Kendall County.
REASON FOR AGENDA ITEM	Awareness, education, and celebration
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Proclamation Night Sky Month in Kendall County

Whereas, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Kendall County and are therefore worthy of celebration; and

Whereas, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

Whereas, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Kendall County; and

Whereas, preserving the rich historic heritage and starry night skies of Kendall County is important to the high quality of life and community of its citizens; and

Whereas, outdoor lighting directed upward into the sky constitutes “light pollution” of the nighttime environment; and

Whereas, light pollution wastes natural resources amounting to at least \$2 billion per year and contributes to diminished American energy independence; and

Whereas, the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and

Whereas, the influx of people into the Texas Hill Country region and the accompanying light trespass from area lighting fixtures has been steadily on the rise, and as a result, light pollution continues to grow; and

Whereas, solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and

Whereas, Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association; and

Whereas, this regional effort of the Kendall County Friends of the Night Sky is worthy of a month-long celebration;

Now, therefore, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby proclaim the month of October 2020 as NIGHT SKY MONTH in Kendall County, Texas.

Signed this 28th day of September 2020.

Darrel L. Lux
County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	FY2020 Budget Amendments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of amending the FY2020 budget through regular budget adjustments and certification of new revenue.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department budgets that needed an amendment
ADDITIONAL INFORMATION	This is the final set of adjustments allowed for Fiscal Year 2020.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
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: 9/28/2020 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 August 2020.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$2,475.00	\$2,617.00	\$2,020.00	\$3,335.00	\$2,415.00	\$1,770.00	\$870.00	\$3,025.00	\$1,820.00	\$2,965.00	\$2,140.00		\$25,452.00
Brush Site	\$2,029.00	\$1,594.00	\$1,773.00	\$1,921.00	\$2,237.00	\$2,748.50	\$4,433.00	\$4,539.00	\$4,031.00	\$3,860.00	\$3,696.50		\$32,862.00
Constable 1													\$0.00
Constable 2	\$75.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.00	\$0.00	\$85.00	\$0.00		\$530.00
Constable 3	\$275.00	\$200.00	\$200.00	\$285.00	\$0.00	\$675.00	\$200.00	\$0.00	\$170.00	\$85.00	\$0.00		\$2,090.00
Constable 4	\$75.00	\$0.00	\$0.00	\$275.00	\$200.00	\$0.00	\$0.00	\$170.00	\$200.00	\$0.00	\$0.00		\$920.00
Criminal District Attorney	\$0.00	\$804.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$125.00	\$2,104.00	\$500.00	\$0.00	\$600.00		\$5,133.00
Elections-Public Info Fees	\$15.00	\$60.90	\$5.00	\$15.00	\$6.90	\$0.00	\$58.10	\$0.00	\$0.00	\$7.10	\$0.00		\$168.00
Fire Marshal	\$1,240.00	\$1,417.00	\$6,061.00	\$1,549.00	\$15,738.42	\$17,614.00	\$722.00	\$3,106.76	\$1,365.50	\$690.00	\$4,404.00		\$53,907.68
Health Inspector	\$1,555.00	\$2,095.00	\$37,840.00	\$40,045.00	\$1,870.00	\$1,560.00	\$125.00	\$380.00	\$1,050.00	\$600.00	\$1,080.00		\$88,200.00
Parks	\$1,460.00	\$4,252.00	\$5,150.00	\$3,620.00	\$7,180.00	\$676.00	\$0.00	\$224.00	\$2,884.00	\$180.00	\$2,030.00		\$27,656.00
Recycling	\$257.70	\$0.00	\$243.30	\$0.00	\$244.35	\$239.55	\$0.00	\$244.95	\$2,310.09	\$0.00	\$2,377.40		\$5,917.34
Sheriff's Office	\$1,128.00	\$980.00	\$810.00	\$451.00	\$1,415.00	\$938.00	\$105.00	\$302.00	\$671.00	\$725.00	\$940.00		\$8,465.00
Solid Waste-Boerne	\$10,035.25	\$12,161.00	\$12,124.90	\$13,001.00	\$13,275.00	\$17,173.25	\$18,930.00	\$19,810.10	\$23,138.25	\$24,376.00	\$24,414.00		\$188,438.75
Solid Waste-Comfort	\$787.00	\$772.00	\$1,038.00	\$1,079.00	\$901.00	\$1,431.00	\$1,311.00	\$1,330.00	\$1,257.00	\$508.00	\$1,238.00		\$11,652.00
Treasurer	\$28.30	\$0.00	\$0.00	\$1.80	\$30.00	\$7.20	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00		\$82.30
<i>The following reports contain fees that are remitted to the State of Texas:</i>													
County Clk-Fees of Ofc	\$53,944.97	\$45,564.78	\$55,233.88	\$52,773.37	\$50,184.72	\$56,151.46	\$53,114.61	\$57,086.77	\$62,480.24	\$67,183.54	\$73,760.61		\$627,478.95
County Clk-Criminal	\$19,797.00	\$13,426.00	\$11,650.00	\$18,187.00	\$11,844.50	\$10,215.66	\$12,133.50	\$12,498.00	\$6,534.00	\$16,671.00	\$12,922.00		\$145,878.66
County Clk-Prob Fees	\$3,447.00	\$3,701.00	\$2,559.00	\$3,776.00	\$3,013.00	\$2,992.00	\$2,530.00	\$3,216.00	\$3,286.00	\$4,414.00	\$2,722.00		\$35,656.00
Development Mgt.	\$12,165.00	\$11,430.60	\$8,419.00	\$9,940.60	\$11,415.00	\$8,530.00	\$9,800.00	\$22,500.60	\$11,740.40	\$13,430.40	\$15,500.00		\$134,871.60
District Clerk-Civil	\$22,664.91	\$29,891.88	\$23,086.08	\$45,055.22	\$28,980.81	\$25,976.89	\$12,806.71	\$16,508.72	\$28,096.77	\$36,791.87	\$36,891.95		\$306,751.81
District Clerk-Criminal	\$5,403.50	\$5,118.42	\$3,494.29	\$5,622.20	\$4,430.55	\$9,322.84	\$9,932.39	\$4,789.54	\$4,740.03	\$6,789.29	\$2,983.79		\$62,626.84
JP 1	\$19,780.79	\$10,935.01	\$15,234.90	\$15,843.03	\$24,686.36	\$31,314.27	\$19,393.14	\$9,857.37	\$10,781.83	\$12,674.26	\$13,473.06		\$183,974.02
JP 2	\$6,082.49	\$3,777.53	\$5,493.56	\$7,637.61	\$10,684.28	\$13,339.41	\$1,324.35	\$3,290.67	\$6,153.09	\$2,994.08	\$5,690.58		\$66,467.65
JP 3	\$12,126.18	\$10,529.16	\$11,982.59	\$20,137.18	\$13,776.50	\$18,549.41	\$6,018.20	\$5,869.05	\$8,204.06	\$8,034.06	\$5,966.06		\$121,192.45
JP 4	\$38,284.10	\$32,900.83	\$42,935.19	\$63,935.75	\$58,410.58	\$60,890.59	\$21,328.81	\$24,019.22	\$27,295.00	\$29,303.88	\$26,153.55		\$425,457.50
Tax Assessor	\$117,271.29	\$95,174.69	\$107,057.52	\$461,558.20	\$116,796.90	\$442,403.96	\$1,601,001.78	\$110,944.46	\$132,538.93	\$116,545.52			\$3,301,293.25
TOTAL	\$332,402.48	\$289,402.80	\$354,611.21	\$770,043.96	\$379,735.87	\$725,518.99	\$1,776,262.59	\$305,986.21	\$341,247.19	\$348,928.00	\$238,983.50	\$0.00	\$5,863,122.80
FY '19 Totals for Comparison	\$273,286.29	\$250,066.55	\$262,351.35	\$649,783.24	\$298,209.18	\$1,816,449.18	\$522,018.57	\$355,774.94	\$314,461.86	\$318,815.50	\$324,286.85		\$5,385,503.51



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Implementation Update
DEPARTMENT & PERSON MAKING REQUEST	Elections / Staci Decker, Elections Administrator
PHONE # OR EXTENSION #	830-331-8704
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Update on Implementation Plan for the new Voting System.
REASON FOR AGENDA ITEM	To provide an update to Commissioners Court of the activities performed as part of the Implementation Plan for our new voting system.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
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 LIFTED September 14, 2020.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	COVID-19 Coronavirus Update
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Update on Coronavirus COVID-19 for Kendall County.
REASON FOR AGENDA ITEM	To give any new information to the public concerning the Coronavirus COVID-19.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Request for Relief - Lily Ranch
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from various items of the Kendall County Development Rules and Regulations for the proposed Lily Ranch Subdivision.
REASON FOR AGENDA ITEM	Request for Relief - Lily Ranch
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct # 2
ADDITIONAL INFORMATION	Request for relief for the following items: 1. Minimum frontage 2. Minimum setbacks 3. Minimum density 4. Dead end streets

REQUEST FOR RELIEF (Variance)

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

1. Date 07-28-2020
2. Location of Property: 22 Old Fredericksburg Road, Kendall County, Texas 78015
3. Name of Development (If Applicable): Lily Ranch Subdivision
4. Property Owner/Developer Name: Developer: Heli Investments, LLC; 4122 Pond Hill Road, San Antonio, TX 78231
Owner: Tony Garritano; 110 Old Fredericksburg Rd Boerne, Texas 78015
Owner: Terry & Sylvia Adams and Jay & Loretta Rudd; 242 W State Hwy 46, Boerne, Texas 78006

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

The Developer requests relief from all sections of the KC Development Rules and Regulations as well any other adopted code including, but not limited to, the following sections for approval of the MDP as submitted and presented:

Section 300: General Subdivision Standards

300.1100.5: Lot Size/Road Frontage/Density/Setbacks

300.1100.6: Minimum Road Frontage on the Turnaround Cul-de-sac or Cul-de-sac Corner.

Section 400: Road and Street - General Requirements

400.1400: Dead End Streets

6. _____ in
answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

This tract is unique given that it is one of the few tracts in Kendall County that is located within the City of San Antonio ETJ and within a utility company's water and sewer service area. The project will be served by public water from Kendall West Utilities or SAWS and public sewer from SAWS.

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

Lot density, lot size and setback controls are necessary when the lack of those controls create an increase risk to health, safety, and welfare. The project as proposed meets design standards broadly accepted by most cities where public water and sewer is provided. The market value of the property is significantly impacted and reduced in direct correlation to the minimum developable lot size and maximum lot density allowed.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

It is imperative that our subdivision design does not create new or cause existing health, safety and welfare concerns to worsen. In order to ensure this outcome, the project design strategy includes the following:

1. The project endeavors to meet market demand for quality single-family housing with it's lot size, lot density, lot frontage and setbacks that meet a widely accepted design approach.

2. The Developer will pursue entering into a potential Development Agreement between multiple parties to improve the low water crossing of Old Fred. Road downstream of the site. Such agreement will create the opportunity of improvement of the low water crossing into a safe condition which would be of great benefit to the health, safety and welfare of the citizens.

3. The Developer will work with County staff to incorporate Low Impact Development features to address water quality as much as practicable even though this is not a requirement of the code. The project also includes almost 18 acres of open space, a 100' natural vegetation buffer along Balcones Creek and buffers along the outer boundary of the tract.

Although the project does not strictly meet some aspects of the Kendall County rules, the intent of the code in protecting the health, safety and welfare of the public is ensured while not sacrificing the enjoyment of its property rights. Furthermore, the project design goes beyond what code requires in other aspects to further illustrate its commitment.

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

Our proposed street expansion stubs and extension of utilities throughout our tract will benefit

adjacent tracts in the area in the event they choose to subdivide those properties.



Signature

José A. Lozano

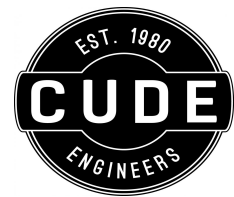
Printed Name



Phone Number

09/22/20

Date



REQUEST FOR RELIEF

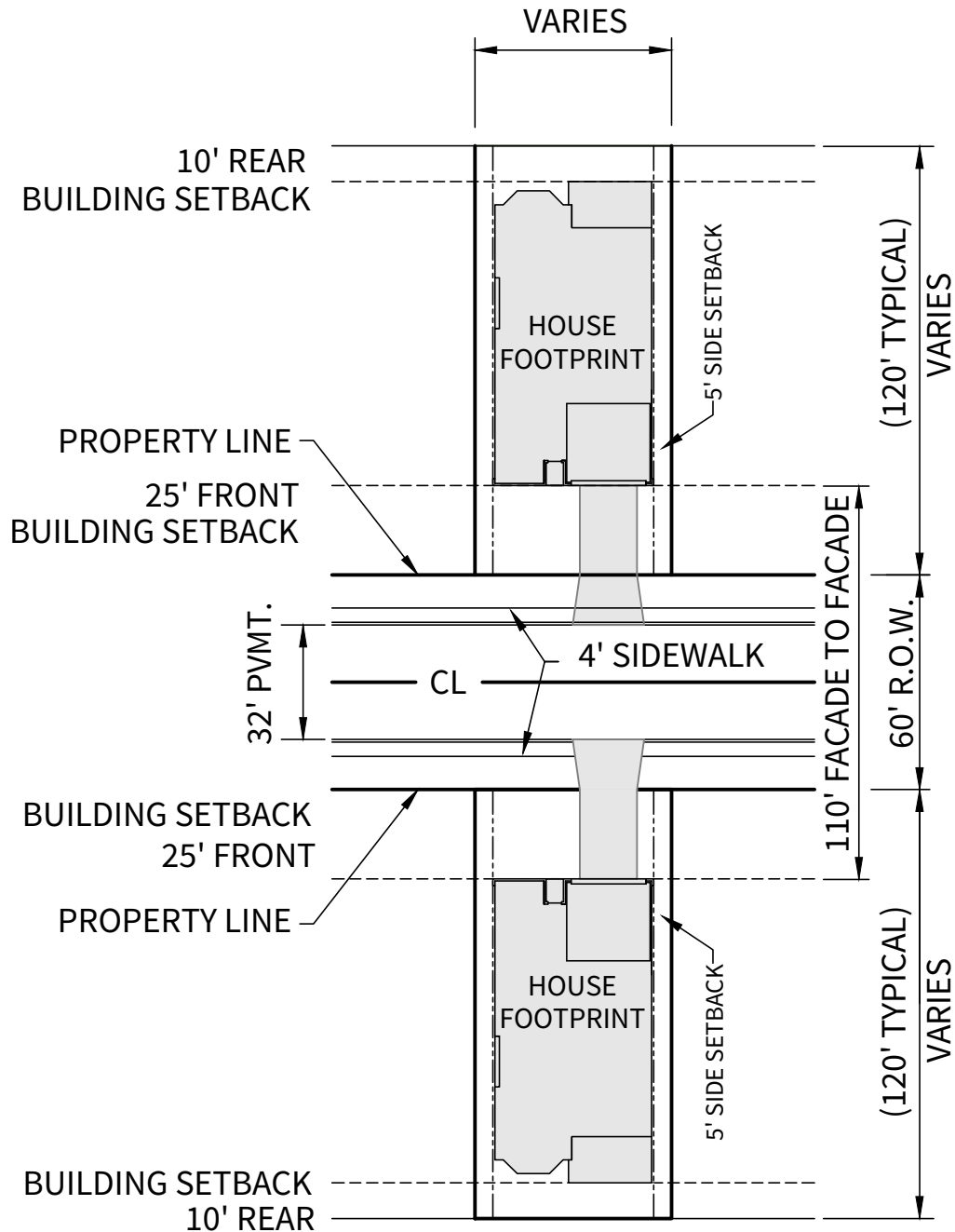
Project No. **3274.000**

Project **Lily Tract Subdivision**

Developer **Heli Investments**

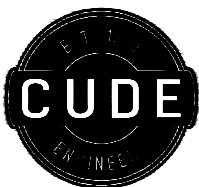
Date **9/22/2020**

SECTION	SUBSECTION	TABLE/ FIGURE	CURRENT STANDARDS	RELIEF REQUESTS
300	1100.5		Minimum lot Size (1 Acre), Minimum Road Frontage (150 feet), Maximum Density (3 Lots/Acre) Public water system (out of county water), rainwater catchments, and wastewater treatment system: Minimum lot Size (- Acre), Minimum Road Frontage (100 feet), Maximum Density (3 Lots/Acre)	Proposed typical lots have a width of 45 feet, a length of 120 feet, 25' front setbacks, 10' back setbacks and 5' side setbacks. Our Lots will have a Minimum Road Frontage of 45 feet. This would make the typical lot 0.124 acres, and the density of the subdivision 4.17 Lots/Acre.
400	1400		No lot shall front on a dead-end expansion street.	Lots front on dead end streets to be expanded in future phases of the project.
300	1100.6		The minimum road frontage for lots on the turnaround of a cul-de-sa or cul-de-sac corner shall be 50 feet chord length at the right-of-way on a county road or a road constructed to county specifications	Our Lots will have a Minimum Road Frontage of 30 feet at cul-de-sacs and knuckles.



TYPICAL LOT

NOT TO SCALE



CUDE ENGINEERS
 4122 POND HILL RD. • SUITE 101
 SAN ANTONIO, TEXAS 78231
 TEL 210.681.2951 • FAX 210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPE REGISTERED ENGINEERING
 FIRM #455

LILY RANCH

TYPICAL LOT

REF. SHEET NO.: MDP

DATE: 2020-08-28

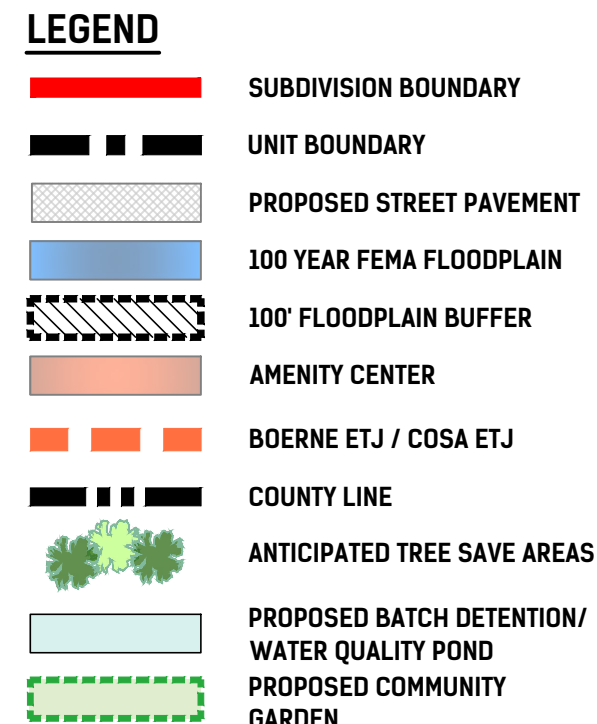
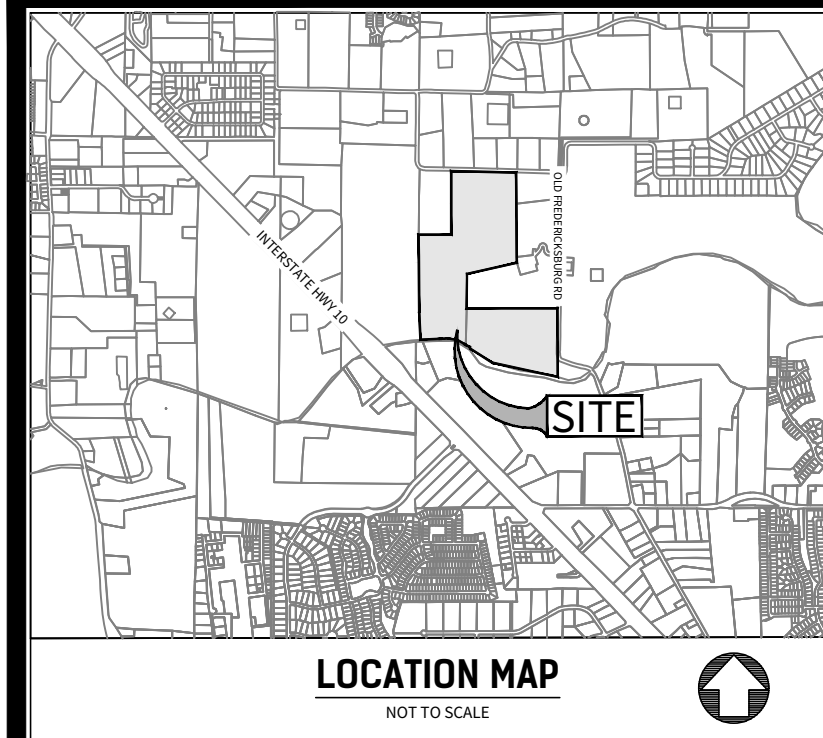
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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Masterplan - Lily Ranch
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 ext 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on approving a masterplan for Lily Ranch in accordance with Section 202 of the Kendall County Development Rules and Regulations.
REASON FOR AGENDA ITEM	Masterplan - Lily Ranch
WHO WILL THIS AFFECT?	Pct # 2
ADDITIONAL INFORMATION	None



LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°03'54"W	228.43'
L2	N80°24'36"W	201.43'
L3	N82°31'12"W	266.77'
L4	N79°37'45"W	279.70'
L5	N74°08'30"W	293.75'
L6	N61°50'31"W	122.02'
L7	N40°26'07"W	295.14'
L8	N50°53'35"W	93.53'
L9	N52°30'58"W	84.63'
L10	N70°45'03"W	137.74'
L11	S88°30'42"W	388.64'
L12	S87°53'42"W	279.65'
L13	N00°14'23"E	521.01'
L14	N00°28'13"W	90.30'
L15	N00°44'23"E	362.04'
L16	S88°28'49"E	362.85'

LAND USE AND DENSITY TABLE							
UNIT	LAND USE	GROSS AC.	100 YEAR FLOODPLAIN AC.	OPEN SPACE AC.	AMENITY CENTER AC.	LOT COUNT (SEE NOTES)	Ac./DU DU/Ac.
1	SINGLE FAMILY RESIDENTIAL	48.65	5.52	7.89	1.16	142	0.34 2.92
2	SINGLE FAMILY RESIDENTIAL	17.10	6.14	2.92	0.32	32	0.53 1.87
3	SINGLE FAMILY RESIDENTIAL	32.55	1.31	3.80	N/A	155	0.21 4.76
4	SINGLE FAMILY RESIDENTIAL	21.74	N/A	2.96	N/A	96	0.23 4.42
TOTAL		120.04	12.97	17.57	1.48	425	0.28 3.54

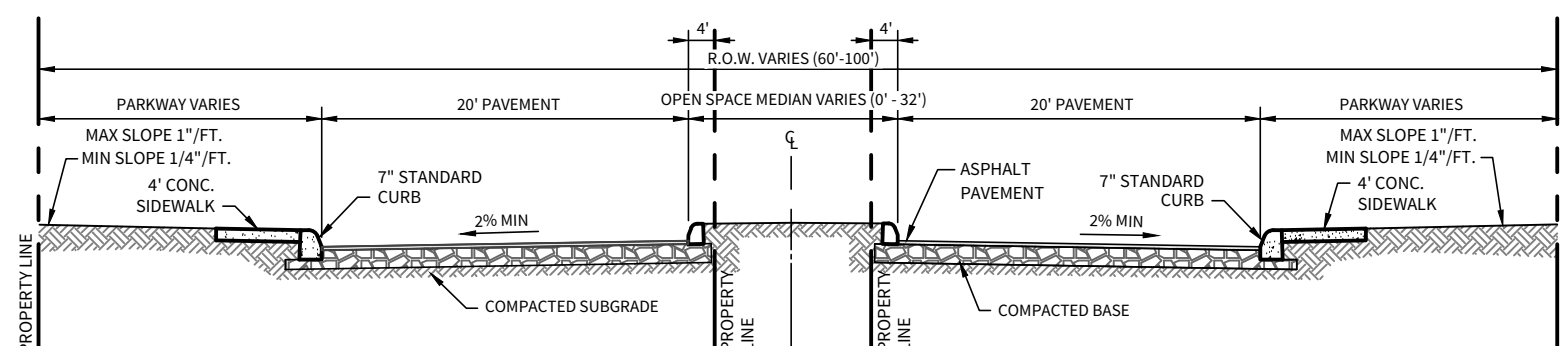
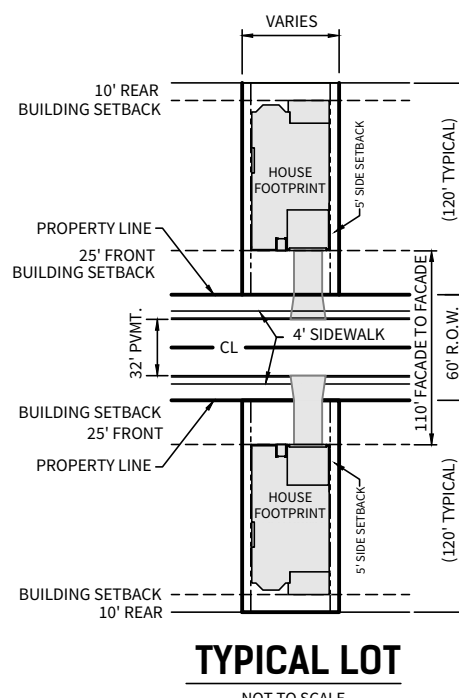
- NOTES:
1. MINIMUM LOT WIDTH IS 45' (TYPICAL).
 2. AVERAGE LOT WIDTH FOR ENTIRE SUBDIVISION IS 50' (UPON COMPLETION OF PLATTING OF ALL UNITS SHOWN)

LEGAL DESCRIPTION:

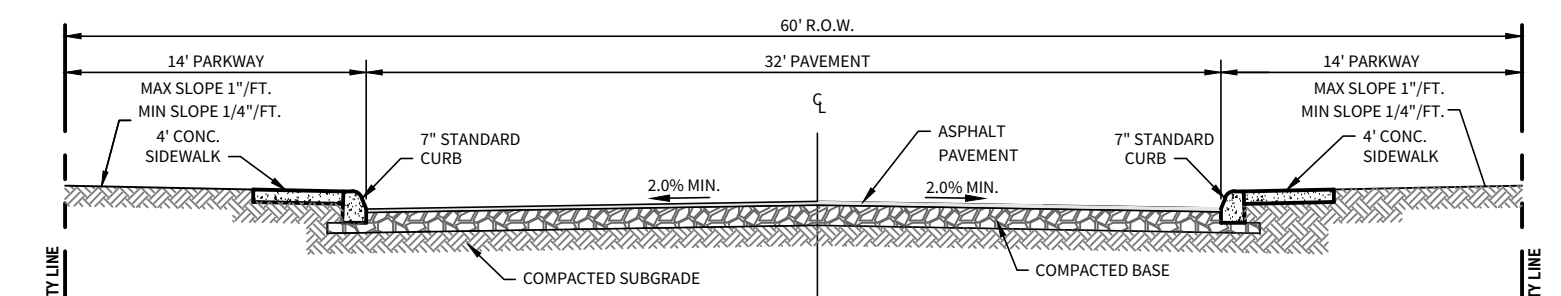
120.04 ACRES OF LAND LOCATED IN THE JOSE RAMON AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 2, KENDALL COUNTY, TEXAS CONSISTING OF 80.04 ACRES OF LAND CONVEYED TO TERRY D. ADAMS, SYLVIA ADAMS, JAY W. RUDD AND LORETTA RUDD, AS DESCRIBED IN VOLUME 1086, PAGE 769, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS AND 40.00 ACRES OF LAND CONVEYED TO TONY GARRITANO AS DESCRIBED IN VOLUME 1218, PAGE 974, OFFICIAL PUBLIC RECORD OF KENDALL COUNTY, TEXAS.

NOTES:

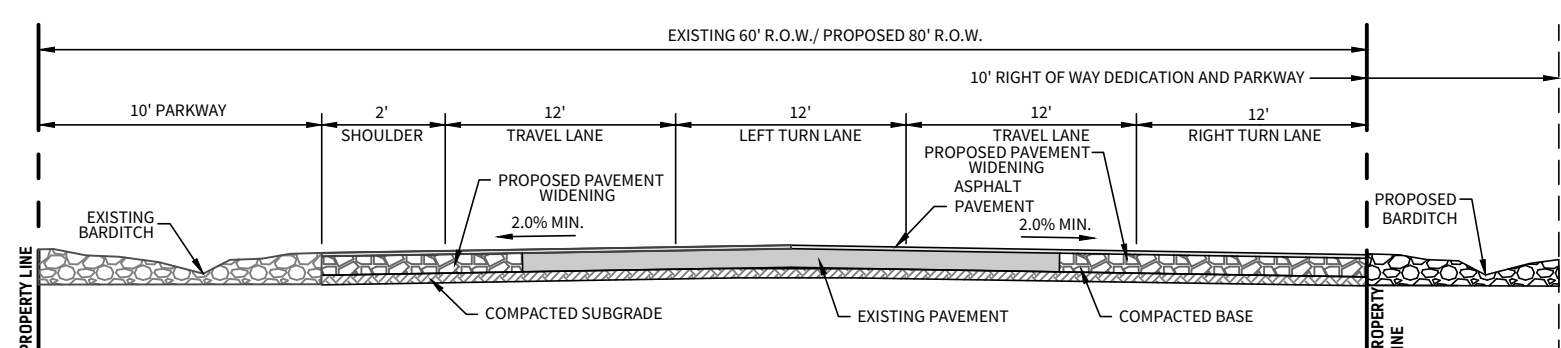
1. THE COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (93).
2. PROPERTY IS LOCATED WITHIN THE CITY OF SAN ANTONIO EXTRA-TERRITORIAL JURISDICTION IN KENDALL COUNTY, TEXAS.
3. SEWER SERVICE WILL BE PROVIDED BY SAN ANTONIO WATER SYSTEM.
4. WATER SERVICE WILL BE PROVIDED BY SAN ANTONIO WATER SYSTEM OR KENDALL WEST UTILITIES.
5. ELECTRIC SERVICE WILL BE PROVIDED BY CPS ENERGY.
6. GAS SERVICE WILL BE PROVIDED BY GREY FOREST UTILITIES.
7. CABLE TELEVISION SERVICE TO BE PROVIDED BY SPECTRUM.
8. THE PROPERTY IS WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT BOUNDARY.
9. DETENTION FACILITIES SHALL BE DESIGNED IN ACCORDANCE TO KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS. THE NUMBER, SIZE AND LOCATION OF PONDS MAY VARY.
10. UNIT BOUNDARIES ARE SUBJECT TO CHANGE DURING PLATTING. UNIT PHASING WILL BE REQUIRED TO MEET SECONDARY ACCESS.
11. A 25' FRONT, 5' SIDE AND 10' REAR BUILDING SETBACK WILL BE REQUIRED ON ALL RESIDENTIAL LOTS.
12. ALL STREETS WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
13. DEVELOPER WILL PLANT TWO TREES PER LOT.
14. COMMERCIAL WASTE SERVICE IS AVAILABLE.



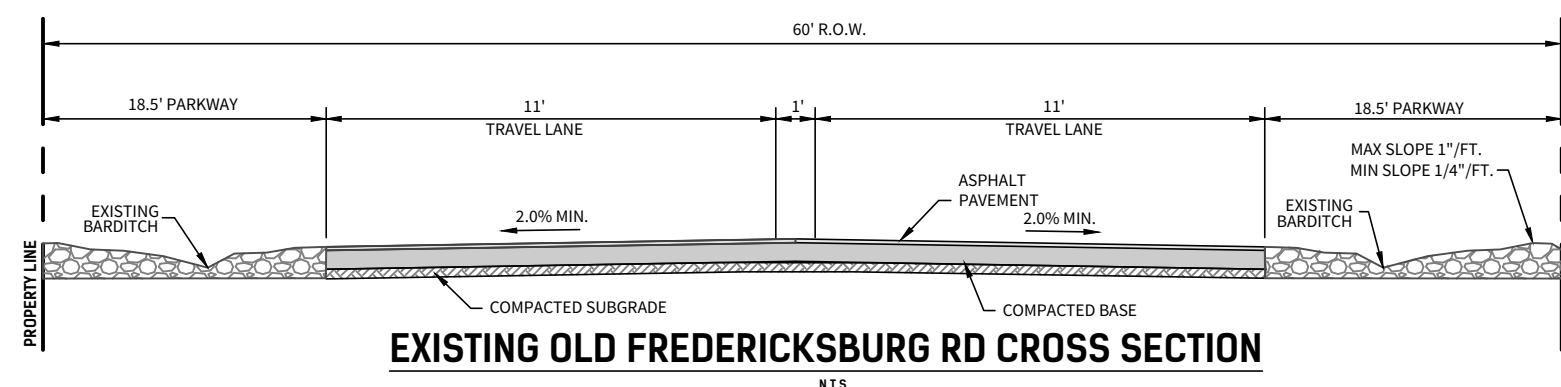
PROPOSED PRIVATE MODIFIED RESIDENTIAL CLASS "A" STREET CROSS-SECTION



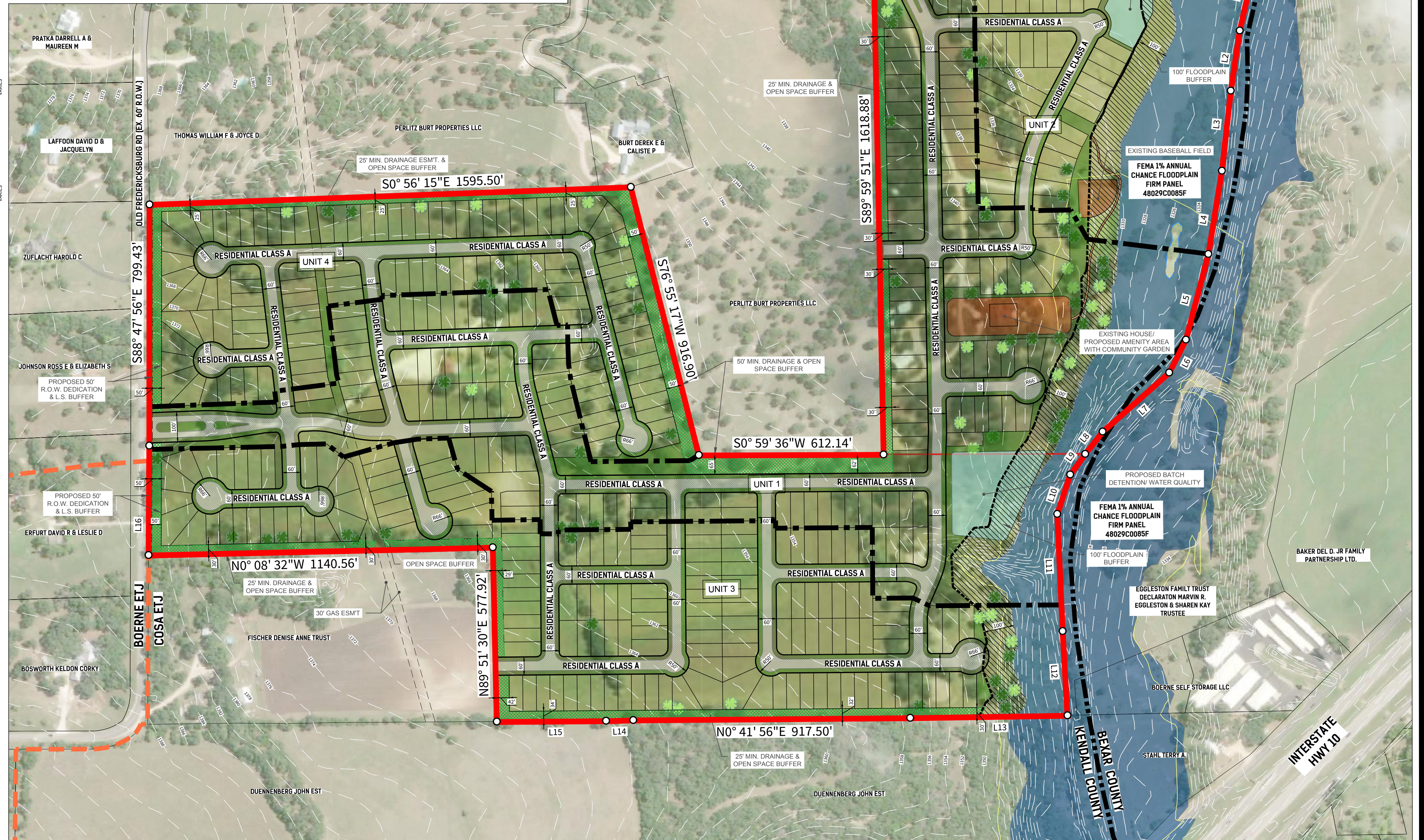
PROPOSED PRIVATE RESIDENTIAL CLASS "A" STREET CROSS-SECTION



PROPOSED OLD FREDERICKSBURG RD CROSS SECTION (AT SUBDIVISION ENTRANCES)



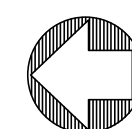
EXISTING OLD FREDERICKSBURG RD CROSS SECTION



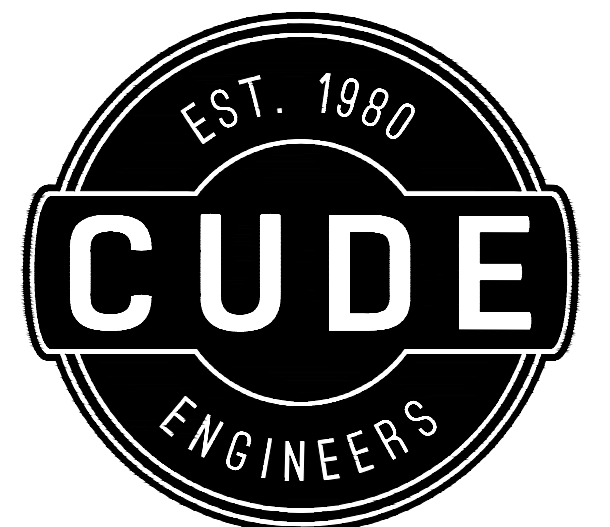
DEVELOPER:
HELI INVESTMENTS
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F: (210) 523.7112

LILY RANCH / MASTER DEVELOPMENT PLAN

San Antonio ETJ, Kendall County, Texas SEPTEMBER 2020



CUDE ENGINEERS
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F: (210) 523.7112





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Request for Relief - The Summit at Miralomas
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief for the Summit at Miralomas from various items of the Kendall County Development Rules and Regulations, effective January 1, 1997.
REASON FOR AGENDA ITEM	Request for Relief - The Summit at Miralomas
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct # 1
ADDITIONAL INFORMATION	Request for relief for the following items: 1. Subdivision entrance spacing 2. Minimum front setback 3. Minimum frontage on a cul-de-sac 4. Minimum ROW width 5. Minimum cul-de-sac ROW and pavement width 6. Maximum grade 7. Minimum roadway design requirements

REQUEST FOR RELIEF (Variance)

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

(Section 106)

1. Date August 31, 2020
2. Location of Property: 412 W. SH 46, 4.7 miles southwest of the Kendall County Courthouse
3. Name of Development (If Applicable): Miralomas-The Summit at Miralomas
4. Property Owner/Developer Name: Miralomas Development Corporation
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations: *Refer to '97 Rules and the 2018 International Fire Code, Appendix D.

SECTION D107.2 (2018 International Fire Code- Remoteness. "Where two fire apparatus access roads are required, they shall, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or the area to be served, measured in a straight line between access.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

SECTION D107.2 - This part of Miralomas Development fronts SH 46 and constitutes approximately 25 acres. This is a parcel within 390 acres of Phase 1, a conservation designed hill country ridgeline residential development with approximately half of this total area to remain undeveloped

Miralomas Blvd. is planned to be the next main access and is located approximately 1150 feet from Monarca. We will be requesting a continuous turn lane between these two drives as it also includes a private drive to an out parcel owned by Jay Willis Harpole between the two Miralomas access points. Once drive #3 or Miralomas Boulevard is completed as a fully open ingress/egress route it will become the secondary access. Please see attached exhibits.

This request for relief also includes an emergency access to a County road known as Chinkapin Pass within the Indian Hills Subdivision. The gate will be equipped with RFID siren and Knox box and open to both communities during an emergency. The subsequent agreement with Indian Hills for this access is attached. Please see attached gate/street exhibit

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

SECTION D107.2 - This is covered in the special circumstances section above and will maintain the typical standard of care required for such improvements.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

SECTION D107.2 – We have worked closely with the Fire Marshal to ensure the highest standard of public health, safety, and welfare.

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

SECTION D107.2 -Granting relief will improve safe ingress/egress to Miralomas from Hwy 46. Plans include continuous turn lanes along the highway approaching Miralomas Blvd through to Monarca (main entrance to the development. Please see attached illustration.

Michael Slay, P.E.
Signature

8888888888
Phone Number

Michael Slay, P.E.
Printed Name

August 31, 2020
Date

AGREEMENT REGARDING PERMANENT USE OF CHINKAPIN PASS ROAD

This Agreement Regarding Permanent Use of Chinkapin Pass Road is entered into this 11 day of September 2020 (the "Effective Date"), by and between Miralomas Development Corporation ("Miralomas") and the Home Owners Association of Indian Springs Subdivision ("HOA") (the "Agreement").

WHEREAS, Miralomas is currently developing a tract of land containing 867 +/- acres, more or less, in Kendall County, Texas (the "Development"); and

WHEREAS, Chinkapin Pass Road is a Kendall County Road that passes through the Indian Springs Subdivision and abuts a portion of the Development; and

WHEREAS, Kendall County has required Miralomas to obtain emergency access to and from the Development and S.H. 46 for the purpose of allowing emergency vehicles to gain access to and from the Development on and across Chinkapin Pass Road and allowing residents of the Development to exit the Development under emergency situations; and

WHEREAS, the HOA has been in discussion with Miralomas for quite some time and has agreed, after consulting with the residents of the Indian Springs Subdivision, that they have no objection to Chinkapin Pass Road being used by either first responders and emergency vehicles to gain access to the Development or for residents of the Development to gain access to S.H. 46 in emergency conditions and Miralomas has agreed that residents of Indian Springs Subdivision may utilize roads existing within the Development in emergency conditions, all in accordance with the terms herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby stipulated and acknowledged, the parties hereto agree as follows:

1) The HOA, on behalf of the residents of Indian Springs Subdivision do not object to and hereby consent to the use of Chinkapin Pass Road solely for the purposes set forth herein.

2) Chinkapin Pass Road may only be used in connection with the Development for the following purposes:

(a) to provide ingress and egress to and from the Development and S.H. 46 for emergency vehicles and first responders including, but not limited to, law enforcement personnel, fire department personnel, ambulances and any other type of emergency vehicle; and

(b) to provide ingress and egress for residents of the Development to access S.H. 46 in the event of an emergency situation or circumstance such as fire, terrorism, flooding or any other life-threatening situation.

3) Likewise, Miralomas agrees that residents of Indian Springs Subdivision may use private roads within the Development in the event of an emergency such as fire, terrorism, flooding or any other life threatening situation that exist within the Indian Springs Subdivision.

4) There shall be no construction traffic or through traffic of residents accessing the Development allowed on Chinkapin Pass Road. It shall only be used for the above-mentioned emergency purposes.

5) Miralomas, at its sole cost and expense, shall construct an automatic gate at the point where Chinkapin Pass Road abuts the Development. The gate shall be operated by radio frequency identification (RFID) and a typical "Knox box" so it can be opened only by emergency personnel remotely in the event of an emergency.

6) The parties hereto agree that this Agreement shall be permanent in nature and shall not be terminated, rescinded or revoked by either party. The parties hereto understand that the appropriate governmental agencies of Kendall County, Texas are relying upon the continued existence and validity of this Agreement and the statements and consents granted herein.

Miralomas Development Corporation

By: *Pamela M. Hodges*
Printed Name: Pamela M. Hodges
Title: Rep. Miralomas Dev. Corp.

Home Owners Association of Indian Springs Subdivision

By: *Michelle M. Lee*
Printed Name: Michelle M. Lee
Title: Secretary - Indian Springs HOA

STATE OF TEXAS

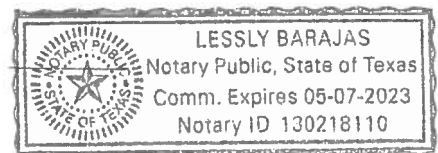
COUNTY OF KENDALL

14/4 : September
This instrument was acknowledged before me on the 11 day of SEPT, 2020, by Pamela M. Hodges, as Representative of Miralomas Development Corporation, for and on behalf of said corporation.

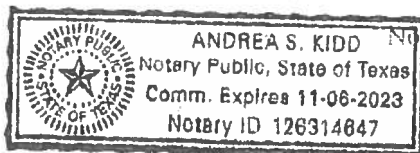
STATE OF TEXAS

COUNTY OF KENDALL

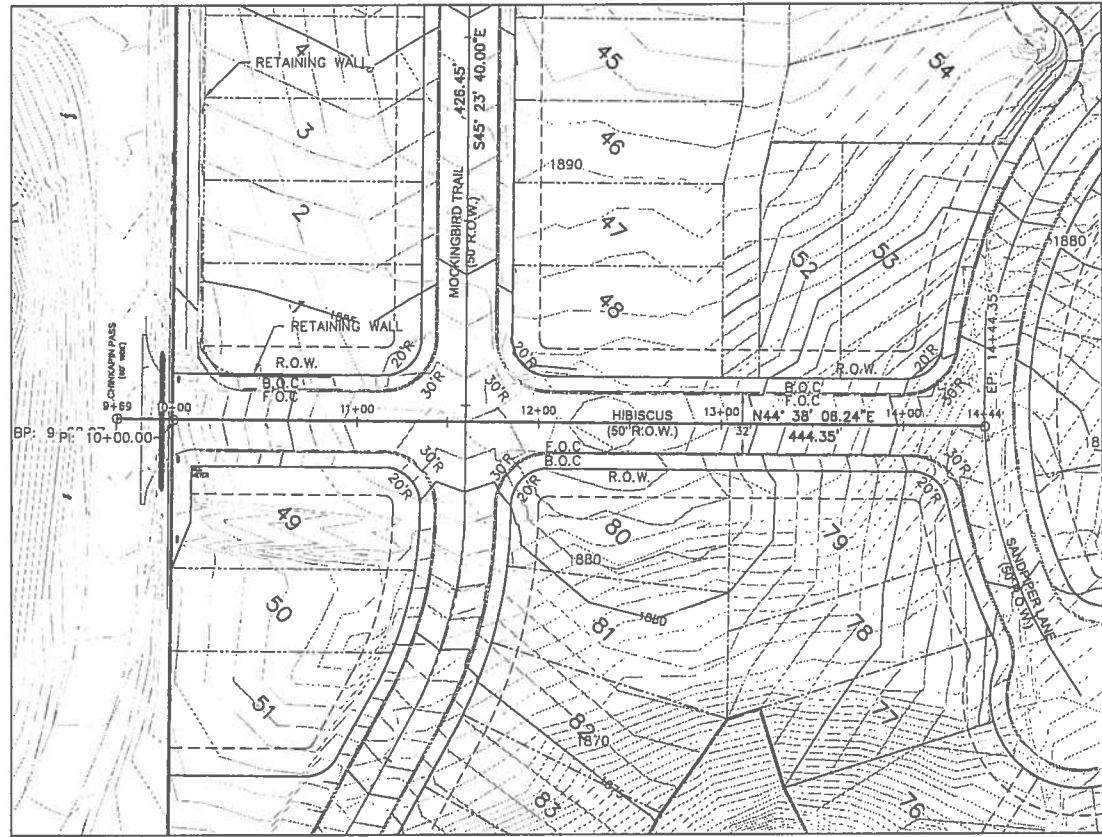
[Signature]
Notary Public, State of Texas



This instrument was acknowledged before me on the 11 day of SEPT, 2020, by Michelle M. Lee, as Secretary of the Home Owners Association of Indian Springs Subdivision, for and on behalf of said association.

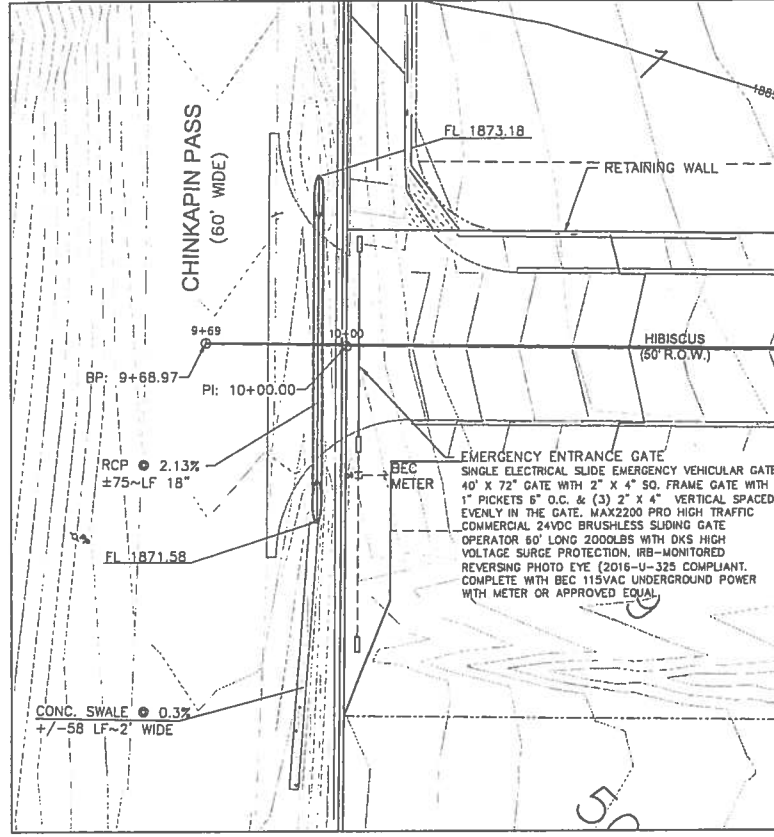


M:\2019\19-013 Miralomas Garden Homes Unit 2 Areas B & C\DWG\The Summit\2.21-2.25 STREET PLAND AND PROFILE.dwg, 2.24, Marco, May 27, 2020 - 10:06:13am



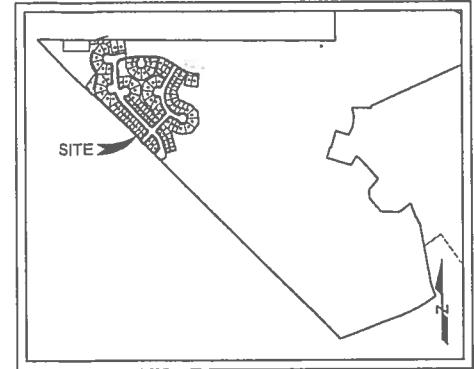
HIBISCUS
STA: 9+85.99 TO 14+45.98

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'



CHINKAPIN PASS ENTRANCE

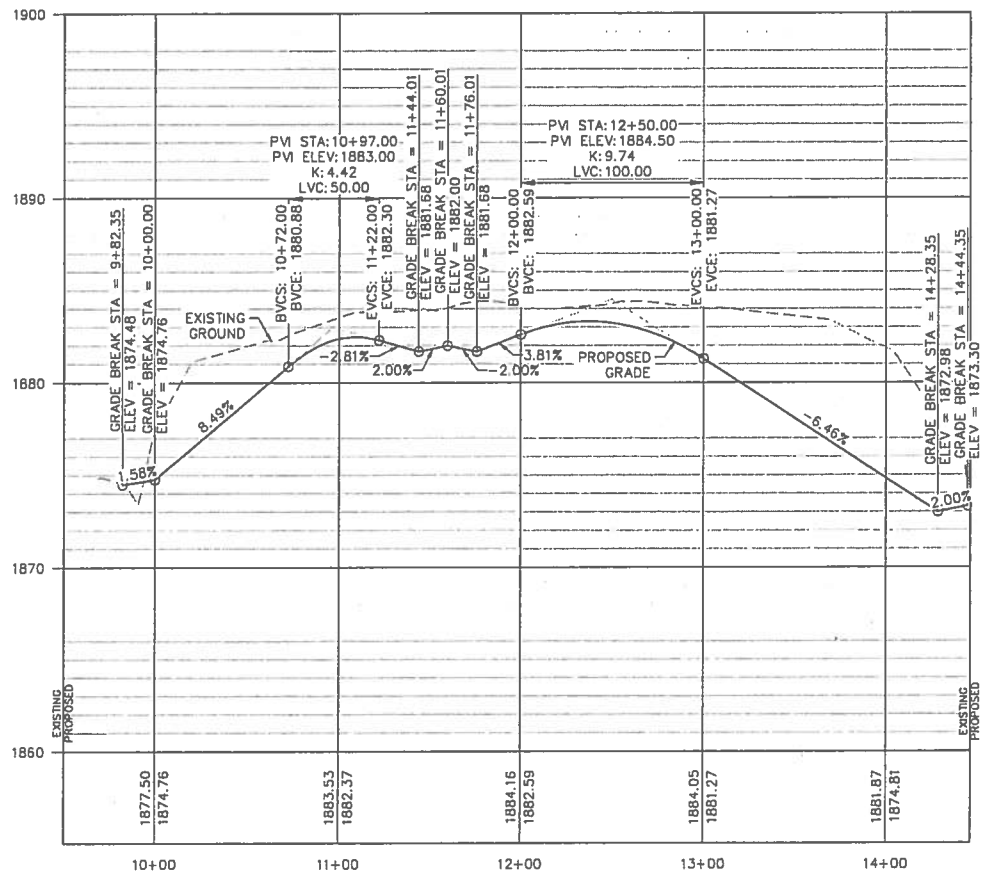
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 5'



KEY MAP
SCALE 1"=500'

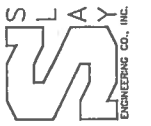
- LEGEND
- RIGHT OF WAY LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - PROPOSED CURB
 - PROPOSED CURB INLET
 - PROPOSED SIGN
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - MEDIUM DUTY PAVEMENT
 - FRONT OF CURB
 - BACK OF CURB
 - RIGHT OF WAY

NOTE:
1. ALL DIMENSIONS ARE TO THE FACE OF CURB
UNLESS STATED OTHERWISE



PRELIMINARY
NOT FOR CONSTRUCTION
THIS DRAWING INDICATES
THE DESIGN CONCEPT AND
THE GENERAL SCOPE OF
THE PROJECT. IT IS NOT A
COMPLETED CONTRACT
DOCUMENT.
MICHAEL M. SLAY, P.E.
LICENSE NO. 44379

SLAY ENGINEERING CO., INC.
CIVIL - SURVEYING - CONSULTING
123 ALTIGET AVE.
SAN ANTONIO, TEXAS 78201
TELEPHONE (210) 734-4388
TBPB FIRM REGISTRATION NO. F1901







MIRALOMAS SUBDIVISION UNIT 2
THE SUMMIT AT MIRALOMAS
KENDALL COUNTY, TEXAS
STREET PLAN AND PROFILE

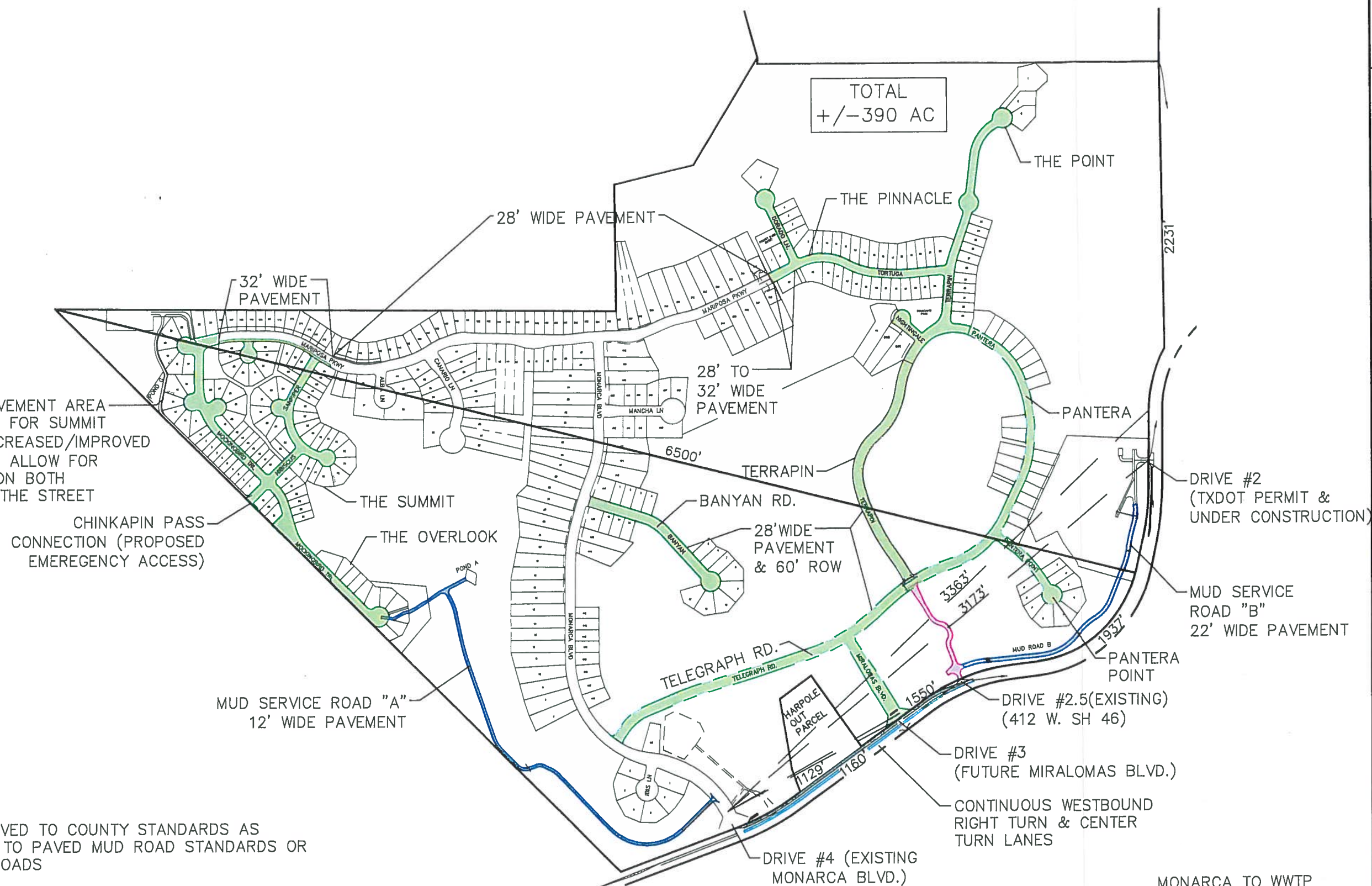
REVISIONS	
NO.	REVISION
DESIGNED BY:	DRAWN BY:
M.S.	M.H.
CHECKED BY:	DATE:
M.S.	04/17/2020
JOB NO.	19-013
SHEET NO.	C5.03

NOTE: PAVEMENT AREA
PROPOSED FOR SUMMIT
ROADS INCREASED/IMPROVED
TO 32' TO ALLOW FOR
PARKING ON BOTH
SIDES OF THE STREET

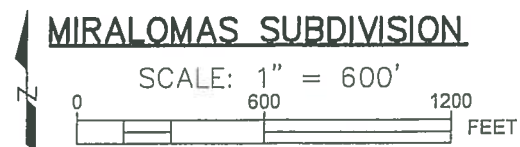
CHINKAPIN PASS
CONNECTION (PROPOSED
EMERGENCY ACCESS)

NOTE: PAVED TO COUNTY STANDARDS AS
OPPOSED TO PAVED MUD ROAD STANDARDS OR
GRAVEL ROADS

-  FUTURE STREETS
 PROPOSED MUD SERVICE ROADS
 FUTURE PRIVATE & SERVICE ROAD DRIVE
 FUTURE SH 46 RIGHT & CENTER TURN LANES



MIRALOMAS SUBDIVISION



MONARCA TO WWTP
3363'

MONARCA TO 412 W. SH 46
1550'

MONARCA TO MIRALOMAS BLVD.
1135'

SLAY ENGINEERING CO., INC.
CIVIL - SURVEYING - CONSULTING



MIRALOMAS SUBDIVISION UNIT 2

KENDALL COUNTY, TEXAS

EXHIBIT

REVISIONS	
NO.	REVISION

DESIGNED BY:	DRAWN BY:
M.S.	M.H.
CHECKED BY:	DATE:
M.S.	08/10/2001

JOB NO.
19-013

SHEET NO.

REQUEST FOR RELIEF (Variance)

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

(Section 106)

1. Date August 27, 2020
2. Location of Property: 412 W. SH 46, 4.7 miles southwest of the Kendall County Courthouse
3. Name of Development (If Applicable): Miralomas
4. Property Owner/Developer Name: Miralomas Development Corporation
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations: *Refer to '97 Rules)

SECTION 203.7030 Set-back lines. Front set-back lines shall be shown on all plats, and shall not be less than fifty (50) feet for all lots on one-half (½) acre or more in size. Front set-back lines for multi-family residences, townhouse or garden homes shall not be less than twenty five (25) feet. A developer may elect to impose greater set-backs; however, they must be enforced through restrictive covenants.

SECTION 301.1100 The minimum street frontage for lots on the run around of a cul-de-sac or cul-de-sac corner shall be fifty (50) feet, chord length, for all lots one-half (½) acre or more in size. The minimum frontage for lots on the turnaround of a cul-de-sac or cul-de-sac corner shall be thirty (30) feet, chord length, for a multi-family residence, townhouses or garden homes.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

SECTION 203.7030 - We are requesting relief from the 50' setback to a minimum of 25' or 15' as may be appropriate to the street right-of-way width in multi-family residences, townhouse or garden home lots of one half acre or larger. Additionally, we are requesting a minimum 15' setback in the residential lots with 50' street right-of-way. The minimum pavement width will be increased to 32' in the 50' right-of-way streets.

SECTION 301.1100 – We are requesting relief to 29 feet chord length, for a multi-family residence, townhouses or garden homes. These are homes with smaller pad sites that will fit within a 29 foot chord length.

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

SECTION 203.7030 – We are improving the previously recorded master plan to allow backyards and trail systems in the rear of the lots consistent with conservation design. The 15' setback off street allows improving the street width from the 28 ft paved of current street design width along Mariposa W to 32 ft paved. This request allows unrestricted street parking on each side of the street while providing width for a fire apparatus to pass between parked vehicles. See attached exhibit.

Granting relief will allow a front yard setback of fifteen (15) feet with a typical depth of one hundred and twenty (120) feet and a pad length of eighty (80) feet will allow for a twenty five (25) foot back yard.

SECTION 301.1100 – Granting of relief will allow comfortable placement of home within the cul-de-sac with room enough for driveway to a standard single car garage.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

SECTION 203.7030 – Miralomas is based on principles of conservation design. Building community by placing homes closer to the streetscape reduces isolation and connects each home with the neighborhood and trails. This offers places to walk to destinations within the development and meet other residents.

SECTION 301.1100 – Not to my knowledge.

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

SECTION 203.7030 – Granting relief will improve order in the subdivision allowing more contiguous open space for greater aquifer recharge and water quality protection while protecting and preserving environmental habitat of native species and migrating endangered species. See attached exhibits.

SECTION 301.1100 – Not to my knowledge.

Michael Slay, P.E.
Signature

8888888888

Phone Number

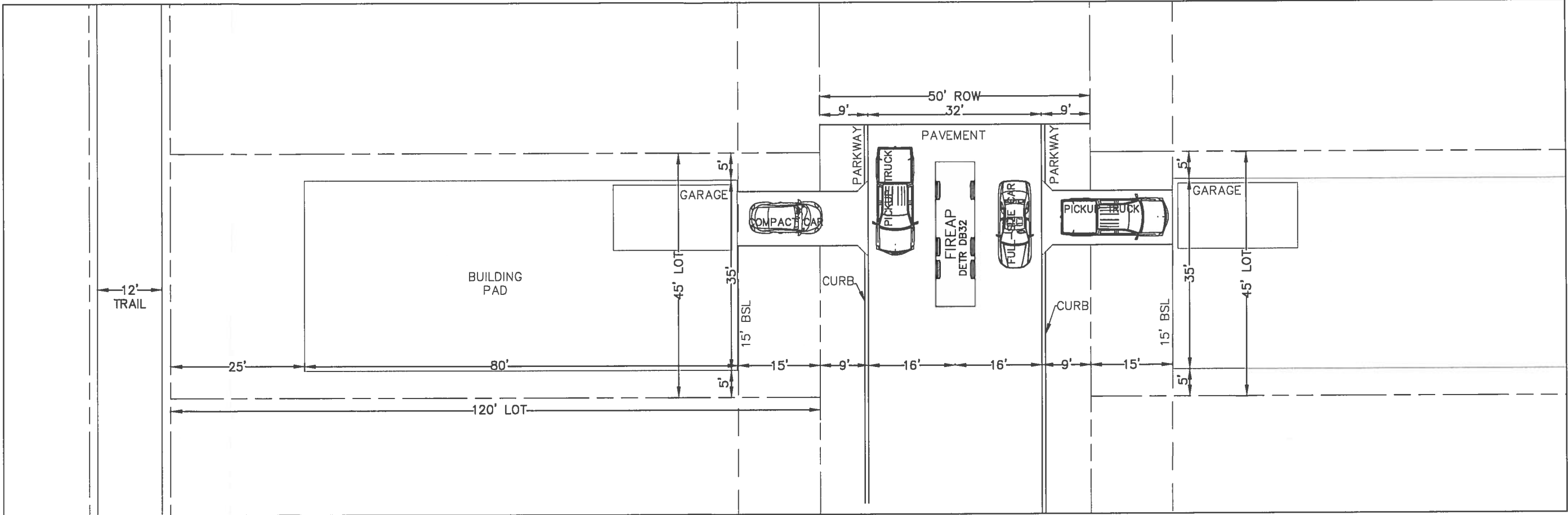
Michael Slay, PE

Printed Name

August 27, 2020

Date

'97 RULES SEC. 203.7030



WE ARE REQUESTING A 15' BUILDING SET-BACK
AND 50' ROW RESIDENTIAL STREET.

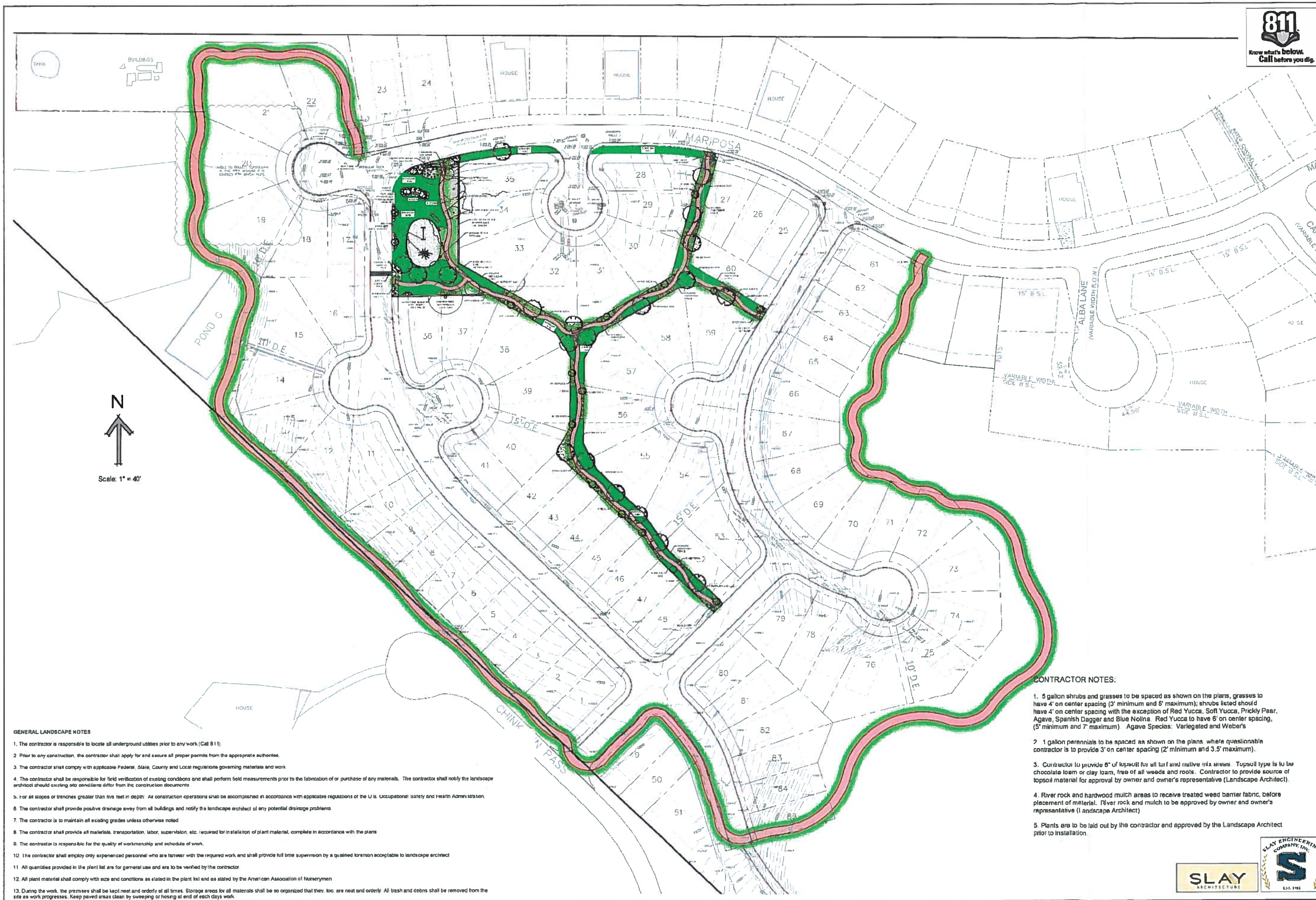
NON RESTRICTED PARKING ALONG STREETS IF
PAVED TO A 32' WIDTH WHICH ALLOWS A FIRE
APPARATUS TO HAVE ACCESS TO PASS
THROUGH PARKED VEHICLES ALONG BOTH SIDES
OF THE STREET.



ENGINEERING CO., INC.
123 ALTGELT AVENUE
SAN ANTONIO, TEXAS 78201
(210) 734-4388
T.B.P.E. FIRM NO. F1901

PROJECT: THE SUMMIT AT MIRALOMAS
SUBJECT: '97 RULES
203.7030 SET-BACK LINES

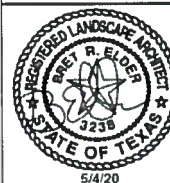
JOB NO. 19-013
DATE: 06/19/20
DRAWN BY: C.J.
CHECKED BY: M.S.



PLANNED ENVIRONMENTS, INC. BECHTOL GOLF DESIGN

WATERS OF AMERICA

9104 ATWATER COVE AUSTIN, TX 78733 (512) 474-0806 (512) 474-5458 fax peibg@peibg.com



Miralomas
The Summit
Landscape Plan
Boerne, Texas

Drawn by: BE
Reviewed by: RB
Date: 1/17/20
Revised: 5/04/20

L1.1

- GENERAL LANDSCAPE NOTES**
1. The contractor is responsible to locate all underground utilities prior to any work. (Call 811).
 2. Prior to any construction, the contractor shall apply for and secure all proper permits from the appropriate authorities.
 3. The contractor shall comply with applicable Federal, State, County and Local regulations governing materials and work.
 4. The contractor shall be responsible for field verification of existing conditions and shall perform field measurements prior to the fabrication of or purchase of any materials. The contractor shall notify the landscape architect should existing site conditions differ from the construction documents.
 5. For all slopes or trenches greater than five feet in depth, all construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration.
 6. The contractor shall provide positive drainage away from all buildings and notify the landscape architect of any potential drainage problems.
 7. The contractor is to maintain all existing grades unless otherwise noted.
 8. The contractor shall provide all materials, transportation, labor, supervision, etc. required for installation of plant material, complete in accordance with the plans.
 9. The contractor is responsible for the quality of workmanship and schedule of work.
 10. The contractor shall employ only experienced personnel who are familiar with the required work and shall provide full time supervision by a qualified foreman acceptable to landscape architect.
 11. All quantities provided in the plant list are for general use and are to be verified by the contractor.
 12. All plant material shall comply with size and conditions as stated in the plant list and as stated by the American Association of Nurserymen.
 13. During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each day's work.

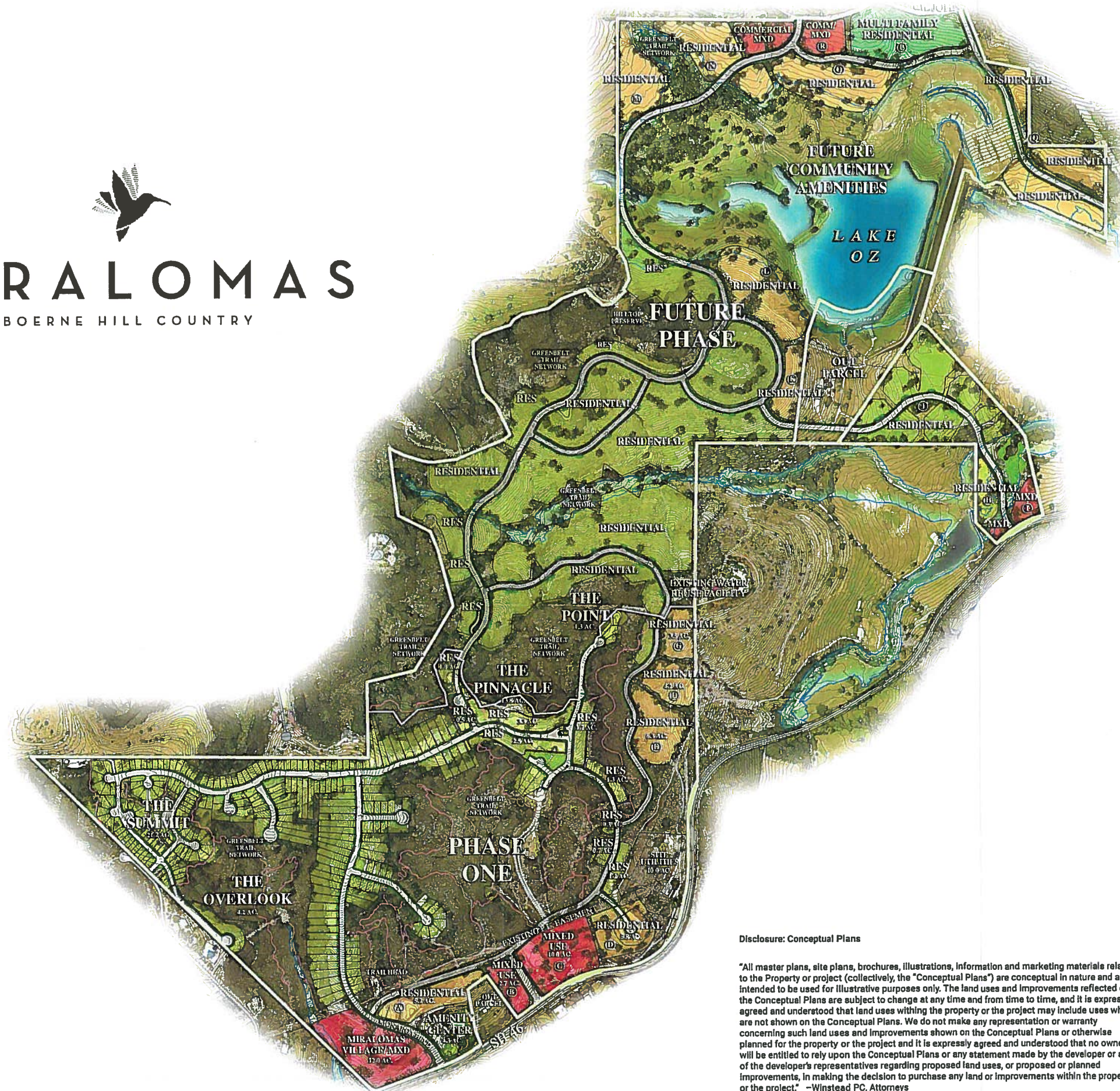
- CONTRACTOR NOTES:**
1. 5 gallon shrubs and grasses to be spaced as shown on the plans, grasses to have 4' on center spacing (3' minimum and 5' maximum); shrubs listed should have 4' on center spacing with the exception of Red Yucca, Soft Yucca, Prickly Pear, Agave, Spanish Dagger and Blue Nolina. Red Yucca to have 6' on center spacing, (5' minimum and 7' maximum). Agave Species: Variegated and Weber's.
 2. 1 gallon perennials to be spaced as shown on the plans, where questionable contractor is to provide 3' on center spacing (2' minimum and 3.5' maximum).
 3. Contractor to provide 6" of topsoil for all turf and native mix areas. Topsoil type is to be chocolate loam or clay loam, free of all weeds and roots. Contractor to provide source of topsoil material for approval by owner and owner's representative (Landscape Architect).
 4. River rock and hardwood mulch areas to receive treated weed barrier fabric, before placement of material. River rock and mulch to be approved by owner and owner's representative (Landscape Architect).
 5. Plants are to be laid out by the contractor and approved by the Landscape Architect prior to installation.





MIRALOMAS

BOERNE HILL COUNTRY



Disclosure: Conceptual Plans

"All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or project (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the property or the project may include uses which are not shown on the Conceptual Plans. We do not make any representation or warranty concerning such land uses and improvements shown on the Conceptual Plans or otherwise planned for the property or the project and it is expressly agreed and understood that no owner will be entitled to rely upon the Conceptual Plans or any statement made by the developer or any of the developer's representatives regarding proposed land uses, or proposed or planned improvements, in making the decision to purchase any land or improvements within the property or the project." -Winstead PC, Attorneys

This plan is conceptual and subject to change.

REQUEST FOR RELIEF (Variance)

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

(Section 106)

1. Date August 31, 2020
2. Location of Property: 412 W. SH 46, 4.7 miles southwest of the Kendall County Courthouse
3. Name of Development (If Applicable):
Miralomas- The Summit at Miralomas
4. Property Owner/Developer Name: Miralomas Development Corporation
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations: *Refer to '97 Rules

SECTION 301.1200 - Right-of-way widths.

C. The right-of-way for residential streets in a subdivision shall not be less than sixty (60) feet in width.

SECTION 302.1430 & Section D103.1; (2018 International Fire Code) - Cul-de-sacs shall have a turnaround right-of-way of not less than one hundred-fifty (150) feet in diameter with a paved area no less than one hundred (100) feet in diameter.

2018 IFC D103.1 Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

See attached documentation

SECTION D103.2 (2018 International Fire Code) - Fire Apparatus Access Roads shall not exceed 10% in grade. Exception: Grades steeper than 10% as approved by the fire code official.

SECTION 302.1650 –Minimum design requirements for new streets or roads:

	STREET	
	Residential	
Minimum row	60' (18.3m).	
Design speed	30MPH	
Maximum gradient	12%	
Paved width	28ft	
Minimum gradient	0.3%	
Vertical Curve "K" (crest and sag)	30	
Stopping sight distance	200' (61m)	
Minimum horizontal curve radius	15°00'	273'
	382' (116m)	
Traffic Volume (ADT)	0-750	

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

SECTION 301.1200 - Miralomas is a development of multi-family residences, townhouses or garden homes with curbed streets, treated water/wastewater, and underground storm drainage. Current street widths at Miralomas are 28' pavement with 60' row. We have designed a 32' pavement with 50' row to allow parking on both sides of the street while also allowing fire apparatus to access. This design was suggested by officials to allow for a 15' front setback and 25' back yards and 15'-20' open space for trails systems along the back lot lines of every lot while providing safe passage for fire apparatus with parking on both sides of the streets. Please see attached exhibit.

SECTION 302.1430 - The code uses more land than is necessary to turn around current Kendall County fire apparatus.

a) We are requesting a turnaround right-of-way of not less than one hundred sixteen (116) feet in diameter with a paved area no less than ninety six (96) feet in diameter on cul-de-sac street lengths that are longer than one hundred fifty (150) feet in length as measured along the right-of-way from end of curve return at the street intersection to the start of curve return into the cul-de-sac.

b) We are requesting a turnaround right-of-way of not less than one hundred (100) feet in diameter with a paved area no less than eighty (80) feet in diameter on cul-de-sac street lengths that are one hundred fifty (150) feet in length or less as measured along the right-of-way from end of curve return at the street intersection to the start of curve return into the cul-de-sac. Please see attached exhibit.

SECTION 302.1650 - Request to allow a residential street classification of a 50 foot right-of-way within Garden Home communities with curbed streets and underground drainage system.

We are requesting an additional residential street classification for a fifty (50) foot right-of-way street. The design speed will be 25 mph, the maximum gradient will be 12 percent, paved width will be thirty two (32) feet, minimum gradient will be 0.3 percent, the "K" value for the vertical sag and crest will be 26' and 12' respectively, stopping distance will be 200', the minimum horizontal curve radius will be 200' and the traffic volume (ADT) will be 0-750.

SECTION D103.2(2018 International Fire Code - Change fire apparatus access roads from a maximum 10% to a maximum of 12%. Miralomas roadways are currently vested at 12% and deemed acceptable by the Fire Marshal.

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

SECTION 301.1200 - Miralomas is a development of multi-family residences, townhouses or garden homes with curbed streets, treated water/wastewater, and underground storm drainage. Current street widths at Miralomas are 28' pavement with 60' row. We have designed a 32' pavement with 50' row to allow parking on both sides of the street while also allowing fire apparatus to access. This design was suggested by officials to allow for a 15' front setback and 25' back yards and 15'-20' open space for trails systems along the back lot lines of every lot while providing safe passage for fire apparatus with parking on both sides of the streets. Please see attached exhibit.

SECTION 302.1430 - The reduced area of the cul-de-sac creates better access and design for the neighborhood. The Fire Marshal stated that the fire code paving diameter is ninety six (96) feet in diameter which accommodates the fire apparatus turnaround. Additionally, the Fire Marshal said he would allow a paved area no less than eighty (80) feet in diameter on the short cul-de-sac street lengths as the fire apparatus would be able to access all the houses on the short cul-de-sac streets to fight a fire without the need of a turnaround. Short cul-de-sac streets offer variety to the typical grid pattern layouts of subdivisions, create community, and a safer environment for families versus parallel streets. Additionally the smaller right-of-way diameter of the cul-de-sac is compatible with the standard range of lot depth for the garden home.

SECTION 302.1650 -The required 60-foot right-of-way allows additional space for borrow ditches and surface drainage on each side of a crowned roadway not necessary in a community with curbed streets and underground drainage. Miralomas is a development of multi-family residences, townhouses or garden homes with curbed streets, treated water/wastewater, and underground storm drainage. This request complies with the Fire Marshal's recommendation to improve parking and fire apparatus access within a 50-foot right-of-way with a 32' pavement width. Please refer to 6a) Section 302.1200 & Exhibit.

SECTION D103.2 - The natural topography of the land will work with 12% in certain areas. Kendall County allows vested residential roads of 12% slopes maximum.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

SECTION 301.1200 - We are working closely with the Fire Marshal's office to ensure safe access for emergency services as well as a safe and secure community for our residents.

SECTION 302.1430 - Not to my knowledge. Generally, cul-de-sacs are safer and have less traffic.

SECTION 302.1650 - Not to my knowledge. We are working closely with County Development and the Fire Marshal's office to ensure safe access for emergency services.

SECTION D107.2(2018 International Fire Code – Not to my knowledge.

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

SECTION 301.1200 – Not to my knowledge.

SECTION 302.1430 - Not to my knowledge, cul-de-sacs are quieter, safer and adapt better to topography and conservation design. Cul-de-sac also provide connections among neighbors as well as create a more interesting streetscape.

SECTION 302.1650 - Not to my knowledge. This request maintains safety requirements while allowing more open space for back yards and trail systems.

SECTION D103.2 (2018 International Fire Code – Not to my knowledge.

Michael Slay, P.E.
Signature

8888888888
Phone Number

Michael Slay, P.E.
Printed Name

August 31, 2020
Date

IFC 2018 SECTIONS D107.1 & D107.2



ENGINEERING CO., INC.
123 ALTGELT AVENUE
SAN ANTONIO, TEXAS 78201
(210) 734-4388
T.B.P.E. FIRM NO. F1901

PROJECT: THE SUMMIT AT MIRALOMAS

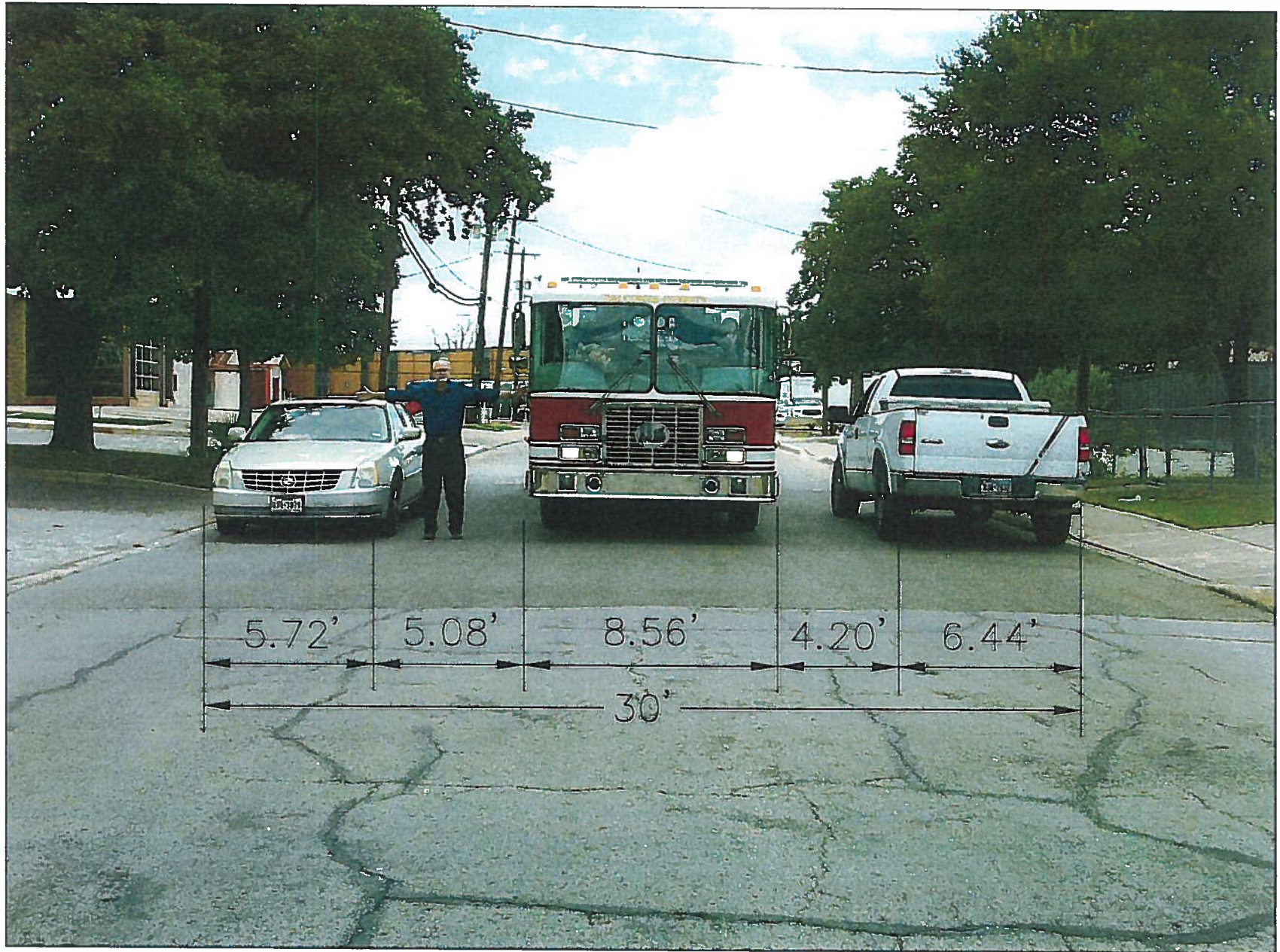
SUBJECT: IFC 2018 APPENDIX D
SECTION D107.1 & D107.2

JOB NO. 19-013

DATE: 08/27/2020

DRAWN BY: C.J.

CHECKED BY: M.S.



302.1650 Minimum design requirements for new streets of roads:

	STREET OR ROAD CLASSIFICATION		
	Residential	Collector	Arterial
Minimum row	60' (18.3m)	80' (24.4m)	90' (27.4m)
Design speed	30MPH	40MPH	50MPH
Maximum gradient	12%	9%	6%
Paved width	28ft	42ft	—
Minimum gradient	0.3%	0.3%	0.3%
Vertical Curve "K" (crest and sag)	30	60	110
Stopping sight distance	200' (61m)	275' (84m)	400' (122m)
Minimum horizontal curve radius	15°00' 382' (116m) 273'	10°00' 573' (175m)	6°00' 955' (291m)
Traffic Volume (ADT)	0-750	750-1500	1500 or more

302.1700 Where roads or streets intersect, the fillet between the intersecting streets shall be paved to a minimum radius of twenty-five (25) feet.

302.1750 All buried utility distribution mains shall be installed within the road right-of-way. After roads and streets have been accepted for maintenance, by the County, no construction shall be done or excavations made within the right-of-way without:

- A. Having given the County 30-day advance notice of such work.
- B. Agreeing to pay cost of warning signs and other necessary barriers in accordance with Texas Manual of Uniform Traffic Control Devices.
- C. Providing letters of credit or bond in an amount necessary to restore roadways into its condition prior to work being done.
- D. Providing a letter to the County assuming full liability for any accident that might occur resulting from such construction or opening of the roadway.
- E. Emergency repairs may be made without advance notice.

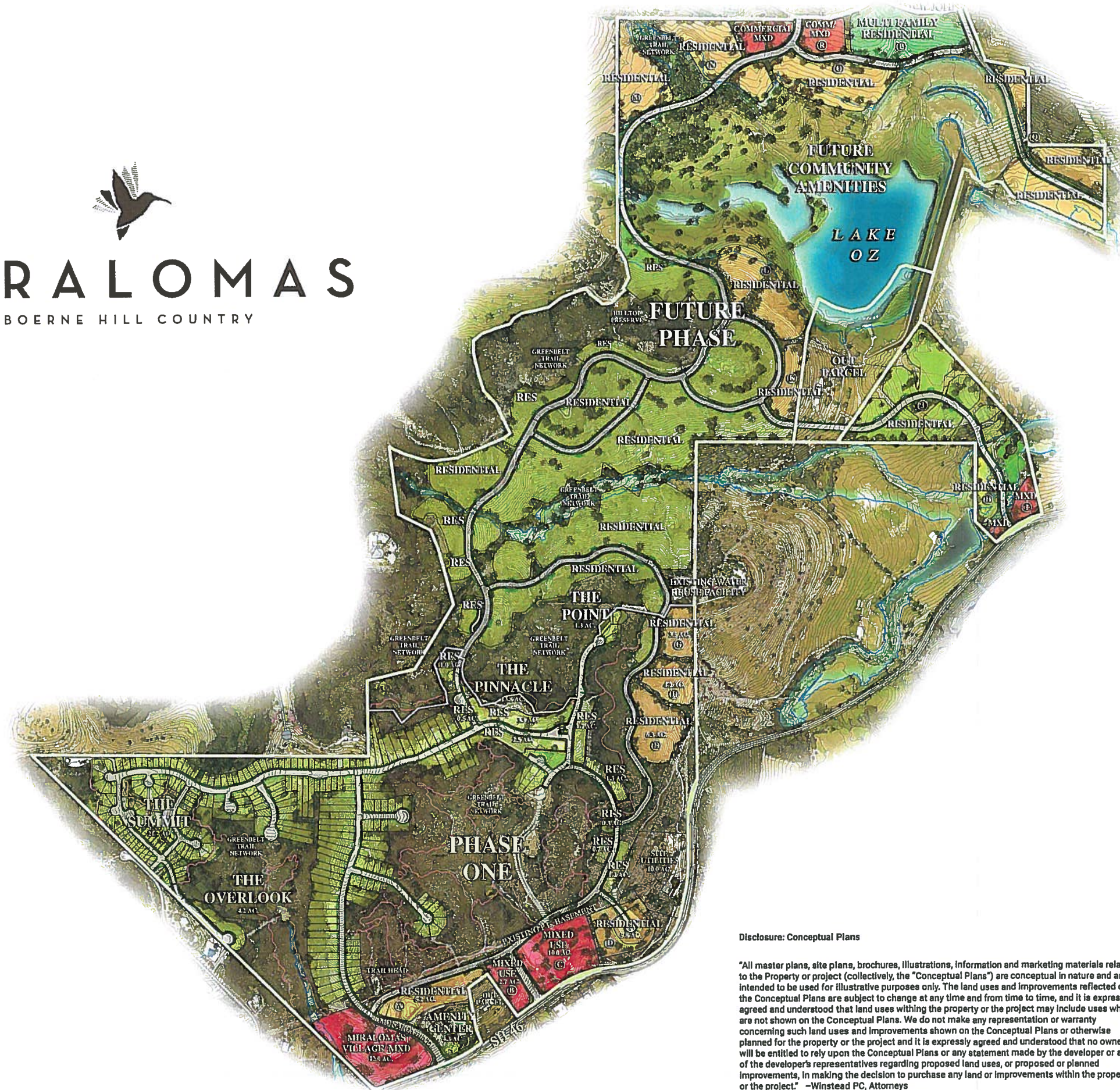
302.1900 Interior streets of a subdivision may be declared private and not dedicated to the County for general circulation for street maintenance and repairs with said fees to be placed in an escrow account. No County maintenance shall be provided.

302.1950 The installation of security gates or guard stations is permissible only when the streets behind that barrier are privately owned and maintained without any County contribution.



MIRALOMAS

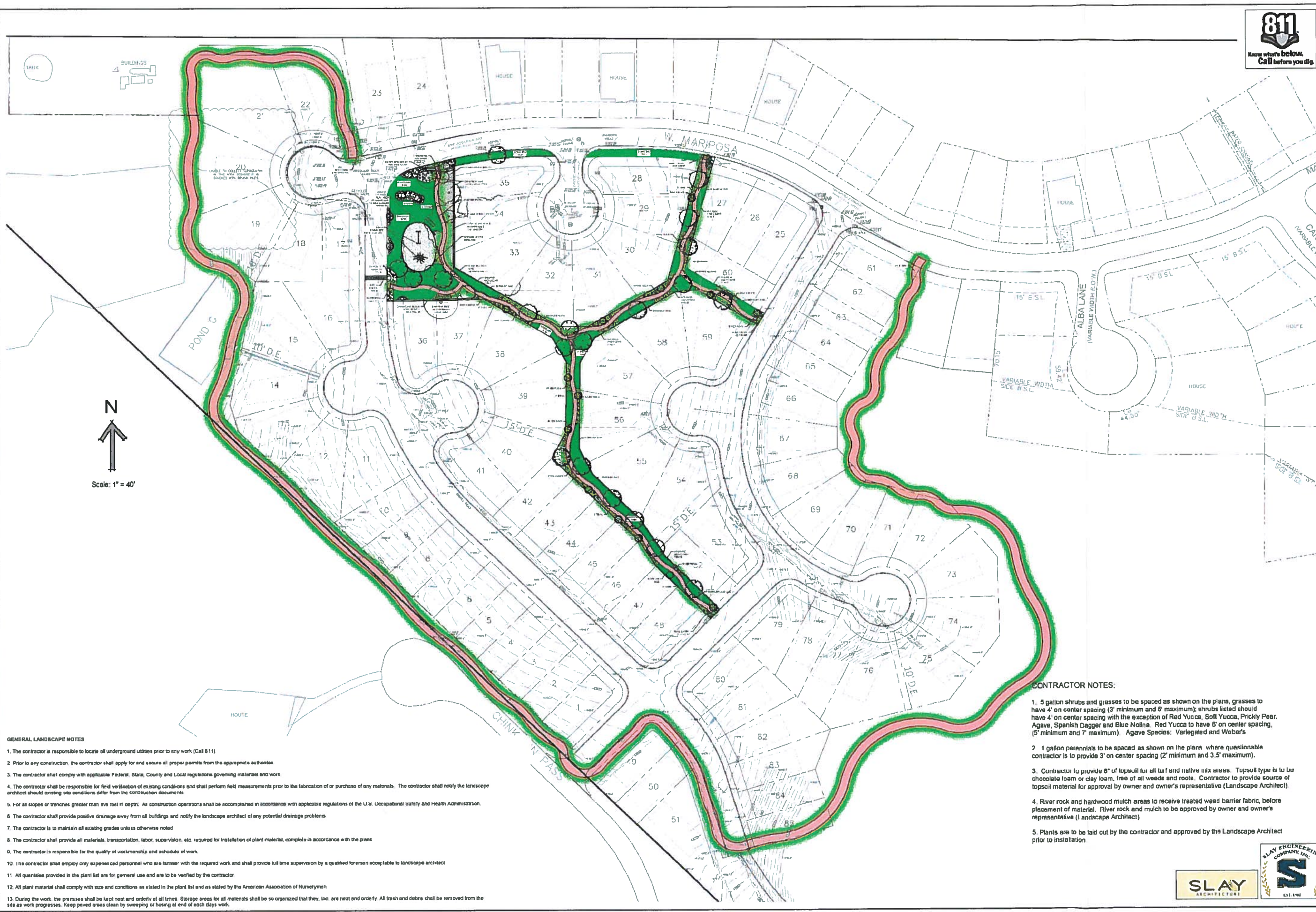
BOERNE HILL COUNTRY



Disclosure: Conceptual Plans

"All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or project (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the property or the project may include uses which are not shown on the Conceptual Plans. We do not make any representation or warranty concerning such land uses and improvements shown on the Conceptual Plans or otherwise planned for the property or the project and it is expressly agreed and understood that no owner will be entitled to rely upon the Conceptual Plans or any statement made by the developer or any of the developer's representatives regarding proposed land uses, or proposed or planned improvements, in making the decision to purchase any land or improvements within the property or the project." —Winstead PC, Attorneys

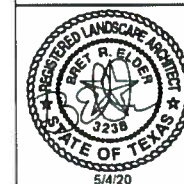
This plan is conceptual and subject to change.



PLANNED ENVIRONMENTS, INC. BECHTOL GOLF DESIGN

WATERS OF AMERICA

9104 ATWATER COVE AUSTIN, TX 78733 (512) 474-0806 (512) 474-5458 fax peibg@peibg.com



Miralomas
The Summit
Landscape Plan
Boerne, Texas

- GENERAL LANDSCAPE NOTES**
1. The contractor is responsible to locate all underground utilities prior to any work (Call 811).
 2. Prior to any construction, the contractor shall apply for and secure all proper permits from the appropriate authorities.
 3. The contractor shall comply with applicable Federal, State, County and Local regulations governing materials and work.
 4. The contractor shall be responsible for field verification of existing conditions and shall perform field measurements prior to the fabrication of or purchase of any materials. The contractor shall notify the landscape architect should existing site conditions differ from the construction documents.
 5. For all slopes or trenches greater than five feet in depth, all construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration.
 6. The contractor shall provide positive drainage away from all buildings and notify the landscape architect of any potential drainage problems.
 7. The contractor is to maintain all existing grades unless otherwise noted.
 8. The contractor shall provide all materials, transportation, labor, supervision, etc. required for installation of plant material, complete in accordance with the plans.
 9. The contractor is responsible for the quality of workmanship and schedule of work.
 10. The contractor shall employ only experienced personnel who are familiar with the required work and shall provide full time supervision by a qualified foreman acceptable to landscape architect.
 11. All quantities provided in the plant list are for general use and are to be verified by the contractor.
 12. All plant material shall comply with size and conditions as stated in the plant list and as stated by the American Association of Nurserymen.
 13. During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each day's work.

CONTRACTOR NOTES:

1. 5 gallon shrubs and grasses to be spaced as shown on the plans, grasses to have 4' on center spacing (3' minimum and 5' maximum); shrubs listed should have 4' on center spacing with the exception of Red Yucca, Soft Yucca, Prickly Pear, Agave, Spanish Dagger and Blue Nolina. Red Yucca to have 6' on center spacing, (5' minimum and 7' maximum). Agave Species: Variegated and Weber's.
2. 1 gallon perennials to be spaced as shown on the plans where questionable contractor is to provide 3' on center spacing (2' minimum and 3.5' maximum).
3. Contractor to provide 6" of topsoil for all turf and native mix areas. Topsoil type is to be chocolate loam or clay loam, free of all weeds and roots. Contractor to provide source of topsoil material for approval by owner and owner's representative (Landscape Architect).
4. River rock and hardwood mulch areas to receive treated weed barrier fabric, before placement of material. River rock and mulch to be approved by owner and owner's representative (Landscape Architect).
5. Plants are to be laid out by the contractor and approved by the Landscape Architect prior to installation.



Drawn by: BE
Reviewed by: RB
Date: 1/17/20
Revised: 5/04/20

L1.1



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Development/Engineering Permitting Fees
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 252
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Presentation, discussion, and possible action of proposed Development/Engineering Permitting Fees
REASON FOR AGENDA ITEM	Development/Engineering Fees
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Assurances relating to real property, Upper Cibolo Creek FCS#4
DEPARTMENT & PERSON MAKING REQUEST	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 the Kendall County Commissioners Court approving and the County Judge signing the "Assurances Relating to Real Property Acquisition" pertaining to the upgrade to Upper Cibolo Creek Flood Control Structure #4.
REASON FOR AGENDA ITEM	Required project documentation
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	The form is administrative as additional easements associated with the upgrade/rehabilitation of Upper Cibolo Creek FCS#4 are not contemplated.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

- B. PROJECT MEASURES COVERED —

Name of project Upper Cibolo Creek 4

Identity of improvement or development Dam Upgrade

Location Kendall County

- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

<p>Kendall County _____ (Name of Sponsor)</p> <p>By: _____</p> <p>Title: <u>County Judge</u></p> <p>Date: _____</p> <p>_____ (Name of Sponsor)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>This action authorized _____ at an official meeting <u>Kendall County</u> <u>Commissioners Court</u> on <u>28th</u> day of <u>September</u>, 20<u>20</u>, at _____ State of _____</p> <p>Attest: _____ (Name)</p> <p>_____ (Title)</p> <p>This action authorized _____ at an official meeting _____ _____ on _____ day of _____, 20_____, at _____ State of _____</p> <p>Attest: _____ (Name)</p> <p>_____ (Title)</p>
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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Sabinas Creek Ranch release financial guarantee
DEPARTMENT & PERSON MAKING REQUEST	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 the release of a Subdivision Bond for Sabinas Creek Ranch, Phase 1 in the amount of \$1,494,819.91; Sabinas Creek Ranch, Phase 2 in the amount of \$1,183,560.88 for construction of roads and drainage. Roadway and drainage improvements are not to be accepted into the Kendall County Road inventory (Southerland Boerne Land, LLC).
REASON FOR AGENDA ITEM	Sabinas Creek Ranch release financial guarantee
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None



SUBDIVISION BOND

AMOUNT: \$1,494,819.91

BOND NO. 0732131

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Southerland Boerne Land, LLC as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of Texas with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the Kendall County Judge or the Judge's successors in office as Obligee, in the full and just sum of One Million Four Hundred Ninety-Four Thousand Eight Hundred Nineteen dollars and 91/100 (\$1,494,819.91) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 12th day of December 2018

WHEREAS, the Principal has entered into an agreement with the Kendall County Judge or the Judge's Successors in office as Obligee, guaranteeing that the principal will construct, install and complete the improvements

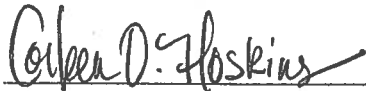
at certain land known as, "Sabinas Creek Ranch, Phase 1" all of which improvements shall be maintained and completed on or before December 12, 2020.

The streets and the drainage requirements for the subdivision will be constructed:

- a) In accordance with the specifications approved by the Commissioners' Court; and
- b) Within the time set by the Court, but not to exceed two years from the date of the approval of the final plat.


NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. **FURTHERMORE**, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST:



PRINCIPAL: Southerland Boerne Land, LLC

BY:


Timothy D. Smith, Treasurer, American Land Partners
Inc., Manager of National Land Partners III, LLC
Manager of Southerland Boerne Land, LLC

SURETY: International Fidelity Insurance Company

ATTEST:


Eric R. Toothaker

BY:


Deron K. Treadwell Attorney-in-Fact

12-17-18P 02:53 RCVD

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**CHRISTINE E. WATSON, JACQUELINE KELLY, TERRY L. LISTER, BLAIR E. TORELLI,
ROYCE M. CROSS, MICHELLE V. ORLANDO, MICHAEL A. VINER, DERON K. TREADWELL**

Lewiston, ME.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

ESTIMONY WHEREOF, I have hereunto set my hand this

12th

day of December 2018

MARIA BRANCO, Assistant Secretary

For attachment to Subdivision Bond No. 0732131



SUBDIVISION BOND

AMOUNT: \$1,183,560.88

BOND NO. 0732141

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Southerland Boerne Land, LLC as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of Texas with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the Kendall County Judge or the Judge's successors in office as Obligee, in the full and just sum of One Million One Hundred Eighty Three Thousand Five Hundred Sixty dollars and 88/100 (\$1,183,560.88) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 26th day of April 2019

WHEREAS, the Principal has entered into an agreement with the Kendall County Judge or the Judge's Successors in office as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "Sabins Creek Ranch, Phase 2" all of which improvements shall be maintained and completed on or before April 26, 2021.

The streets and drainage improvements for the subdivision will be constructed:

- a) In accordance with the specifications approved by the Commissioners' Court; and
- b) Within the time set by the Court, but not to exceed two years from the date of the approval of the final plat.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. **FURTHERMORE**, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST: Colleen O. Hoskins **PRINCIPAL: Southerland Boerne Land, LLC**

BY: Timothy D. Smith
Timothy D. Smith, Treasurer, American Land Partners
Inc.,
Manager of Southerland Boerne Land, LLC

SURETY: International Fidelity Insurance Company

ATTEST: Eric R. Teethaker

BY: Deron K. Treadwell Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CHRISTINE E. WATSON, BLAIR E. TORELLI, ROYCE M. CROSS, MICHELLE V. ORLANDO,
MICHAEL A. VINER, DERON K. TREADWELL

Lewiston, ME.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2017.



STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

TESTIMONY WHEREOF, I have hereunto set my hand this 26th day of April 2019

MARIA BRANCO, Assistant Secretary



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Greco Bend Subdivision Maintenance Bond
DEPARTMENT & PERSON MAKING REQUEST	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 the release of the Maintenance Bond for Greco Bend Subdivision for Roadway and Drainage in the amount of \$45,359.79.
REASON FOR AGENDA ITEM	Release maintenance bond
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

713-812-0800

CHANGE RIDER

TO BE ATTACHED TO AND FORM A PART OF:

Bond Number: 5276859

Principal: J.T. Stewart & Sons, LLC

Obligee: Kendall County Judge and His Successors or Assigns.

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

Change Obligee From Kendall County to Kendall County Judge and His Successors or Assigns.

Effective date of rider: 9/30/2019

All other terms and conditions shall remain the same.

Signed and sealed this 30 day of September, 2019.

SureTec Insurance Company

Surety

By 

Paul Robinson

, Attorney-in-fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Paul Robinson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: J.T. Stewart & Sons, LLC
Obligee: Kendall County Judge and His Successors or Assigns.
Amount: \$ 45,359.79

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 30 day of September, A.D. 2019 .

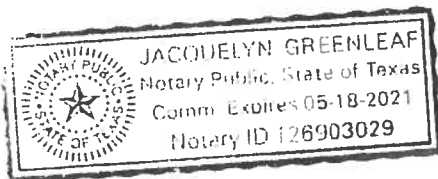


SURETEC INSURANCE COMPANY

By: 
 John Knox, Jr., CEO

State of Texas ss:
 County of Harris

On this 30 day of September, A.D. 2019 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30 day of September, 2019, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

MAINTENANCE BOND

Bond No. 5276859

KNOW ALL MEN BY THESE PRESENTS, that we J.T. Stewart & Sons, LLC
as Principal, and SureTec Insurance Company, as Surety, are
held and firmly bound unto Kendall County as Obligee, in the
penal sum of Forty Five Thousand Three Hundred Fifty Nine Dollars and Seventy Nine Cents
(\$ 45,359.79) to which payment well and truly to be made we do bind ourselves, and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Kendall County
dated _____ for Greco Bend Subdivisions Street & Drainage Improvements,
which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of
1 year (s) after substantial completion of the work performed under the Contract against defects in
workmanship and materials in the Work which would have been the responsibility under the Contract for which
written notice is made to Surety during said period.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify
the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in
the Work which may become apparent and with respect to which notice is delivered to Surety in writing during
the period of 1 year (s) from and after date of substantial completion of the work, then this obligation
shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named
herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the
date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 30th day of September, 2019.

J.T. Stewart & Sons, LLC
Principal
By: [Signature]
SureTec Insurance Company
By: [Signature]
Andrew Marquis, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Andrew Marquis

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: J.T. Stewart & Sons, LLC
Obligee: Kendall County
Amount: \$ 45,359.79

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas
 County of Harris

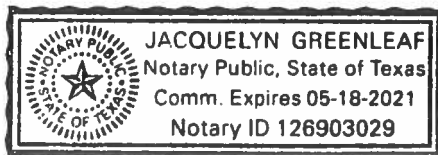
ss:



SURETEC INSURANCE COMPANY

By: 
 John Knox, Jr., President

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of September 2019, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Renew contract with Deer Oaks EAP Services
DEPARTMENT & PERSON MAKING REQUEST	Michelle Lux, Human Resources, Benefits Coordinator
PHONE # OR EXTENSION #	830-249-9343 ext 601
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to renew Kendall County's contract with Deer Oaks Employee Assistance Program Services for the plan year 10/01/2020 to 09/30/2021.
REASON FOR AGENDA ITEM	Contract is expiring
WHO WILL THIS AFFECT?	County employees and their households
ADDITIONAL INFORMATION	Included in FY '21 budget



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	MOU between Kendall County and Blanco ESD #2
DEPARTMENT & PERSON MAKING REQUEST	Commissioner Precinct 3 Richard Chapman
PHONE # OR EXTENSION #	830-331-8201
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve a Kendall County Memorandum of Understanding with Blanco Emergency Services District (ESD) #2.
REASON FOR AGENDA ITEM	To aid Kendall County in providing EMS and Fire Service to the areas in Kendall County along FM 1888.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

**FUNDING AGREEMENT
BETWEEN KENDALL COUNTY AND
BLANCO COUNTY EMERGENCY SERVICE DISTRICT TWO**

THIS AGREEMENT for the Funding of Fire Protection Services and Emergency Medical Services ("Agreement") is hereby effective October 1, 2020, by and between the **BLANCO COUNTY DISTRICT TWO EMERGENCY SERVICES DISTRICT, KENDALL COUNTY, TEXAS** ("BCESD") and **KENDALL COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an emergency services district ("ESD") to provide fire protection and emergency medical services ("EMS") pursuant to Texas Government Code §791 and Texas Health and Safety Code §775; and

WHEREAS, the County believes it is more cost effective to contract with a ESD than to purchase equipment and operate a County fire department and EMS unit in the area covered by this agreement; and

WHEREAS, the BCESD is located outside of the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the BCESD has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

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

AGREEMENT

SCOPE

1. BCESD shall provide fire protection services and/or emergency medical services to any person who requests it within the confines of Kendall County, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 2, and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained from KENDALL County and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. BCESD will maintain firefighting equipment, EMS equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **In accordance with Texas Government Code §791.006 The County assigns responsibility for civil liability to BCEDS and County is not responsible for damage to equipment or injury to any person, or for the actions of the BCESD or their volunteers. This assignment of liability is intended to be different than liability otherwise assigned under Subsection 791.006.**

PAYMENTS

4. County shall pay BCESD the sum of **\$7,500.00** in four quarterly payments of \$1,875.00 upon execution of this Agreement ("Funds").
5. The County shall make all payments to BCESD for these services from current revenues.

TERM AND TERMINATION

6. This Agreement term shall be from October 1, 2020, and terminate at 12:00 a.m. (C.S.T.) on September 30, 2021. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**BCESD: Blanco County Emergency Services District Two
P.O. Box 972
Blanco, Texas 78606
Attn: Ann Hall, President**

**County: Kendall County Commissioners Court
Kendall County Courthouse
201 E. San Antonio
Boerne, TX 780063**

DEFENSE OF CLAIMS

8. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

9. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
10. This Agreement is the entire Agreement between the BCESD and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
11. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
12. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
13. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in KENDALL County, Texas.
14. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.
15. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

INFORMATION FURNISHED BY RECIPIENT

16. BCESD agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. BCESD agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. BCESD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. BCESD agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which KENDALL County provided funds to the BCESD under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the KENDALL County Commissioners Court. If the KENDALL County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the BCESD. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the KENDALL County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the BCESD annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

**Blanco County Emergency
Services District**

KENDALL County, Texas

By: _____

Darrel L. Lux, County Judge

Date: _____

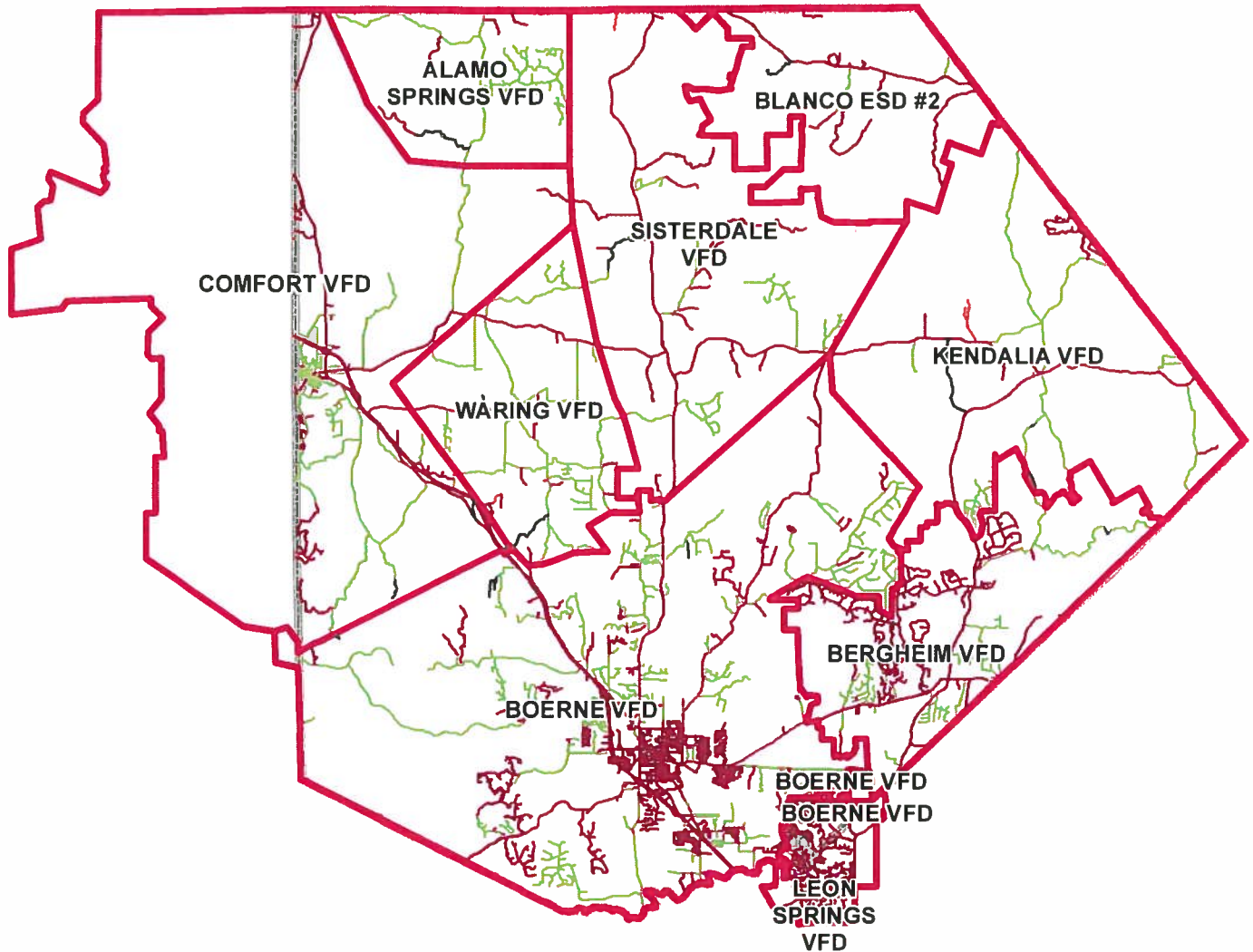
Date: _____

ATTEST:

Darlene Herrin, County Clerk

Exhibit A

KENDALL COUNTY FIRE DISTRICTS



This Geographical Information System Product, is provided "as is" without warranty of any kind and Kendall County expressly disclaims all expressed and implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Kendall County does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by Kendall County, in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and any performance of information obtained from Kendall County is entirely assumed by the recipient.

1 inch = 5 miles



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Kendall County 2021 Holiday Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the 2021 Holiday Calendar for Kendall County.
REASON FOR AGENDA ITEM	To approve the holidays that Kendall County will observe in 2021.
WHO WILL THIS AFFECT?	County departments and the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Commissioners Court 2021 Calendar
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the 2021 Commissioners Court Meetings Calendar.
REASON FOR AGENDA ITEM	To schedule Commissioner Court meeting dates for 2021.
WHO WILL THIS AFFECT?	Commissioners Court, County departments, the public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Audit Firm
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 to hire Neffendorf & Knopp, P.C. to perform the Fiscal Year 2020 independent audit.
REASON FOR AGENDA ITEM	Hire Audit Firm
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Auditor
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Award Road Material
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to award the Road Material Bid # 2021.01 for FY2021.
REASON FOR AGENDA ITEM	To award road materials
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 OPEN SESSION	
SUBJECT	Road & Bridge Schedule
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Road & Bridge; Ricky Pfeiffer, Jean Maxwell
PHONE # OR EXTENSION #	830-249-9343 EXT 652,656
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the change to Road & Bridge work schedule back to five eight-hour days 7:00 a.m. to 3:30 p.m. starting October 13, 2020.
REASON FOR AGENDA ITEM	To Change Road & Bridge Work Schedule to Eight Hour Days
WHO WILL THIS AFFECT?	Road & Bridge Department
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020
OPEN SESSION

SUBJECT	Road & Bridge Monthly Report
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Summary of Road Work For August 2020
REASON FOR AGENDA ITEM	Report Progress of Road Work
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County wide progress report.
ADDITIONAL INFORMATION	None.

Kendall County Road and Bridge August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
1	20	CORLEY RD	To Wilalee	Contract Services	Seal Coat Prep	47108	8/7/2020
1		SPRING HILL DR	#136 to 135	Contract Services	Seal Coat Prep	47070	8/3/2020
1	25	CORLEY RD	To County Line	Contract Services	Seal Coat Prep	47107	8/6/2020
1	134	SPRING HILL DR		Contract Services	Seal Coat Prep	47071	8/3/2020
1	123	SPRING HILL DR		Contract Services	Seal Coat Prep	47075	8/3/2020
1	129	SPRING HILL DR		Contract Services	Seal Coat Prep	47078	8/3/2020
1		VALLERIE LN	#18 to 16	Contract Services	Seal Coat Prep	47104	8/5/2020
1	21	VALLERIE LN		Contract Services	Seal Coat Prep	47079	8/3/2020
1	4	CORLEY RD	To #12	Contract Services	Seal Coat Prep	47111	8/10/2020
1	20	VALLERIE LN		Contract Services	Seal Coat Prep	47103	8/4/2020
1		RANGER CREEK RD	1.12 to 8.81 Miles	Herbicides and Vegetation	Grass Maint.	47055	8/5/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2	21	BRANDT RD		Brush	Brush Removal	47208	8/11/2020
2	19	UPPER BALCONES RD		Brush	ROW Clearing	47500	8/31/2020
2		OLD FREDERICKSBURG RD	@ 1.4 Miles	Cleaning and Debris	Removal Of Object	47316	8/20/2020
2	15	CRYSTAL CIR		Contract Services	Seal Coat Prep	47101	8/4/2020
2	22	OLIVIA CIR		Contract Services	Seal Coat Prep	47102	8/4/2020
2	17	CRYSTAL CIR		Contract Services	Seal Coat Prep	47100	8/4/2020
2	207	SHANE LN		Contract Services	Pothole Repair	47173	8/13/2020
2		WYATT TRL	@ Crystal Cir.	Contract Services	Seal Coat Prep	47098	8/4/2020
2	50	WYATT TRL		Contract Services	Seal Coat Prep	47097	8/4/2020
2		WYATT TRL	@ .8 Miles	County Road and Bridge	CDL Training	47247	8/13/2020
2	202	CHARGER BLVD	Brush Site	Non Road and Bridge	Assist Other Agency	47251	8/13/2020
2		SUNRISE DR	0 to .61 Miles	Paving and Prep	Road Surface	47491	8/24/2020
2		OLIVIA CIR	0 to .10 Miles	Paving and Prep	Road Surface	47049	8/4/2020
2		TIMBER VIEW DR	0 to .42 Miles	Paving and Prep	Road Surface	47486	8/20/2020
2		RED OAK DR	.47 to 1.51 Miles	Paving and Prep	Road Surface	47493	8/24/2020
2		WYATT TRL	.46 to .81 Miles	Paving and Prep	Road Surface	47050	8/4/2020
2		RED OAK DR	0 to .47 Miles	Paving and Prep	Road Surface	47488	8/20/2020
2		WYATT TRL	0 to .46 Miles	Paving and Prep	Road Surface	47006	8/3/2020
2		CLEAR SPRINGS DR	0 to .38 Miles	Paving and Prep	Road Surface	47490	8/20/2020
2		CRYSTAL CIR	0 to .8 Miles	Paving and Prep	Road Surface	47066	8/6/2020
2		ASHTON CIR	0 to .8 Miles	Paving and Prep	Road Surface	47033	8/3/2020
2		WYATT TRL	@ .14 Miles	Paving and Prep	Road Surface	47048	8/4/2020
2		SADDLE VIEW DR	0 to .57 Miles	Paving and Prep	Road Surface	47487	8/20/2020
2	138	WYATT TRL		Paving and Prep	Road Surface	47058	8/5/2020
2		CASCADE CAVERNS RD	@ 2 miles	Road Structure	Cattle Guard Repair	47202	8/10/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	257	WENGENROTH RD		Cleaning and Debris	Remove Liter	47366	8/24/2020
3	103	COUNTRY COR		Contract Services	Pothole Repair	47128	8/10/2020
3		PLATTEN CREEK RD		Contract Services	Seal Coat Prep	47442	8/21/2020
3	117	WALNUT GROVE RD		Contract Services	Seal Coat Prep	47181	8/14/2020
3	13	WALNUT GROVE RD		Contract Services	Seal Coat Prep	47179	8/14/2020
3	902	WALNUT WAY		Contract Services	Seal Coat Prep	47120	8/10/2020
3	152	RIVER TRL		Contract Services	Seal Coat Prep	47439	8/19/2020
3	143	HARDY TRL		Contract Services	Seal Coat Prep	47437	8/19/2020
3		ED LN	1210 Sq. Yards	Contract Services	1 Stage Seal Coat	47519	8/18/2020
3	5	COMMANCHE TRL		Contract Services	Seal Coat Prep	47177	8/14/2020
3		COMMANCHE TRL	6525 Sq. Yards	Contract Services	1 Stage Seal Coat	47514	8/17/2020
3	120	RIDGE TRL		Contract Services	Seal Coat Prep	47433	8/19/2020
3		S J DR	4212 Sq. Yards	Contract Services	1 Stage Seal Coat	47517	8/18/2020
3	204	WALNUT GROVE RD	To 114	Contract Services	Seal Coat Prep	47131	8/11/2020
3	319	OLD BLANCO RD		Contract Services	Seal Coat Prep	47431	8/19/2020
3		TEMPE WILKES RD	2795 Sq. Yards	Contract Services	1 Stage Seal Coat	47516	8/18/2020
3		S RIVER TRL		Contract Services	Seal Coat Prep	47441	8/19/2020
3		WHITWORTH DR		Contract Services	Seal Coat Prep	47443	8/21/2020
3		BRANDENBURG CT		Contract Services	Seal Coat Prep	47444	8/21/2020
3		TOEPPERWEIN RD	7964 Sq. Yards	Contract Services	1 Stage Seal Coat	47521	8/21/2020
3		WALNUT GROVE RD	39136 Sq. Yards	Contract Services	1 Stage Seal Coat	47520	8/19/2020
3	11	COMMANCHE TRL		Contract Services	Seal Coat Prep	47176	8/14/2020
3	221	WALNUT GROVE RD		Contract Services	Seal Coat Prep	47182	8/14/2020
3		PLATTEN CREEK RD	12594 Sq. Yards	Contract Services	1 Stage Seal Coat	47529	8/24/2020
3	1	COMMANCHE TRL		Contract Services	Seal Coat Prep	47178	8/14/2020
3		WHITWORTH DR	3082 Sq. Yards	Contract Services	1 Stage Seal Coat	47528	8/24/2020
3	905	WALNUT WAY		Contract Services	Seal Coat Prep	47123	8/10/2020
3		BRANDENBURG CT	7913 Sq. Yards	Contract Services	1 Stage Seal Coat	47527	8/24/2020
3		CYPRESS LN	6305 Sq. Yards	Contract Services	1 Stage Seal Coat	47515	8/17/2020
3		APACHE TRL	3171 Sq. Yards	Contract Services	1 Stage Seal Coat	47513	8/17/2020
3		N J DR	2147 Sq. Yards	Contract Services	1 Stage Seal Coat	47518	8/18/2020
3	16	WALNUT GROVE RD		Contract Services	Seal Coat Prep	47180	8/14/2020
3	903	WALNUT WAY		Contract Services	Seal Coat Prep	47122	8/10/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	143	RIVER TRL		Contract Services	Seal Coat Prep	47440	8/19/2020
3	410	N WALNUT WAY		Contract Services	Seal Coat Prep	47127	8/10/2020
3	506	WALNUT WAY		Contract Services	Seal Coat Prep	47118	8/10/2020
3	155	RIVER TRL		Contract Services	Seal Coat Prep	47438	8/19/2020
3	126	WALNUT GROVE RD		Contract Services	Seal Coat Prep	47129	8/10/2020
3	502	WALNUT WAY		Contract Services	Seal Coat Prep	47112	8/10/2020
3	514	EDGE FALLS RD		Contract Services	Seal Coat Prep	47432	8/19/2020
3	505	WALNUT WAY		Contract Services	Seal Coat Prep	47116	8/10/2020
3	247	WENGENROTH RD		County Road and Bridge	CDL Training	47496	8/27/2020
3	1135		Kendalia R&B	County Road and Bridge	Receive Material	47396	8/31/2020
3	247	WENGENROTH RD		County Road and Bridge	CDL Training	47495	8/26/2020
3	247	WENGENROTH RD		County Road and Bridge	CDL Training	47494	8/25/2020
3	1135	FM 3351	Kendalia R&B	Equipment	Equip. Breakdown	47382	8/27/2020
3		PLATTEN CREEK RD	Platten Creek Sub	Mowing	Mow & Weed Eat	47052	8/17/2020
3		SAGE OAKS TRL	0 to .46 Miles	Mowing	Mow & Weed Eat	47044	8/4/2020
3		RODALYN	0 to 1.40 Miles	Mowing	Mow & Weed Eat	47045	8/4/2020
3		WINCHESTER DR	N Barcroft Sub.	Mowing	Mow & Weed Eat	47043	8/4/2020
3		EVANS DR	North Barcroft Est.	Mowing	Mow & Weed Eat	47015	8/3/2020
3		KENDALL WOODS DR	Kendall Woods Sub.	Mowing	Mow & Weed Eat	47047	8/4/2020
3		OLD CURRY CREEK RD	0 to .26 Miles	Mowing	Mow & Weed Eat	47046	8/4/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47356	8/24/2020
3	247	WENGENROTH RD	Return Tugger to Helotis	New Construction	Drainage Structure	47254	8/14/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47241	8/12/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47221	8/11/2020
3	246	WENGENROTH RD		New Construction	Drainage Structure	47372	8/25/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47387	8/27/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47395	8/31/2020
3		WENGENROTH RD	@ Curry Creek	New Construction	Equipment Staging	47091	8/11/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47342	8/20/2020
3		WENGENROTH RD	@ 2.9 Miles	New Construction	Drainage Structure	47259	8/17/2020
3	246	WENGENROTH RD		New Construction	Drainage Structure	47314	8/19/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47373	8/26/2020
3	247	WENGENROTH RD		New Construction	Drainage Structure	47252	8/13/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	121	FAWN VALLEY DR	Annex Parking Lot	Non Road and Bridge	Supervise Contractor	47405	8/31/2020
3		PLATTEN CREEK RD	@ .29 Miles	Paving and Prep	Road Surface	47309	8/19/2020
3		SHADY RIDGE DR	0 to .27 Miles	Paving and Prep	Road Surface	47492	8/24/2020
3		KEMMER TRL	0 to .22 Miles	Paving and Prep	Road Surface	47305	8/18/2020
3	146	PLATTEN CREEK RD		Paving and Prep	Road Surface	47321	8/20/2020
3		RIVER TRL	0 to .91 Miles	Paving and Prep	Road Surface	47298	8/18/2020
3		BRANDENBURG CT	0 to 0.7 Miles	Paving and Prep	Road Surface	47308	8/19/2020
3		ED LN	0 to .11 Miles	Paving and Prep	Road Surface	47206	8/10/2020
3	1015	N SCHOOL ST		Paving and Prep	Road Surface	47034	8/3/2020
3		RIDGE TRL	0 to .71 Miles	Paving and Prep	Road Surface	47304	8/18/2020
3		S J DR	0 to .4 Miles	Paving and Prep	Road Surface	47204	8/10/2020
3	212	WALNUT GROVE RD		Paving and Prep	Road Surface	47064	8/5/2020
3		KEMMER TRL	@ .1 Miles	Paving and Prep	Road Surface	47293	8/17/2020
3		KEMMER TRL	@ .11 Miles	Paving and Prep	Road Surface	47311	8/19/2020
3	212	WALNUT GROVE RD		Paving and Prep	Road Surface	47041	8/4/2020
3	119	S J DR		Paving and Prep	Road Surface	47219	8/11/2020
3		PLATTEN CREEK RD	.51 to 1.13 Miles	Paving and Prep	Road Surface	47296	8/18/2020
3	221	WALNUT GROVE RD		Paving and Prep	Road Surface	47067	8/6/2020
3	143	RIVER TRL		Paving and Prep	Road Surface	47489	8/20/2020
3		PLATTEN CREEK RD	0 to .5 Miles	Paving and Prep	Road Surface	47262	8/17/2020
3		TEMPE WILKES RD	0 to .21 Miles	Paving and Prep	Road Surface	47205	8/10/2020
3		S J DR	0 to .4 Miles	Paving and Prep	Road Surface	47217	8/11/2020
3		WHITWORTH DR	0 to .26 Miles	Paving and Prep	Road Surface	47297	8/18/2020
3		RIDGE TRL	@ .24 Miles	Paving and Prep	Road Surface	47312	8/19/2020
3		S RIVER TRL	0 to .09 Miles	Paving and Prep	Road Surface	47306	8/18/2020
3		PLATTEN CREEK RD	@ .49 Miles	Paving and Prep	Road Surface	47320	8/20/2020
3		HARDY TRL	0 to .11 Miles	Paving and Prep	Road Surface	47301	8/18/2020
3		EDGE FALLS RD	@ 7.3 Miles	Road Structure	Cattle Guard Repair	47256	8/14/2020
3		EDGE FALLS RD	@ 7.7 Miles	Road Structure	Repair Cattle Guard	47326	8/20/2020
3	221	FAWN VALLEY DR	Annex Parking Lot	Striping	Lay Out	47367	8/25/2020
3	221	FAWN VALLEY DR	Annex Parking Lot	Striping	Lay Out	47390	8/27/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		WARING WELFARE RD	@ 6.2 Miles	Brush	Tree Removal	47318	8/20/2020
4	305	UPPER CIBOLO CREEK RD		Brush	Tree Removal	47499	8/31/2020
4		UPPER CIBOLO CREEK RD	5.0 to 4.6 Miles	Brush	Clear Overhead	47368	8/25/2020
4		UPPER SISTERDALE RD	@ 4.9 Miles	Brush	Tree Removal	47310	8/19/2020
4		UPPER CIBOLO CREEK RD	4.6 to 4.3 Miles	Brush	Clear Overhead	47375	8/26/2020
4		UPPER SISTERDALE RD	@ 4.9 Miles	Brush	Tree Removal	47379	8/26/2020
4		THIRD ST	@ .2 Miles	Brush	Tree Removal	47196	8/6/2020
4		MOUNTAIN TOP DR	2617 Sq. Yards	Contract Services	1 Stage Seal Coat	47536	8/27/2020
4		AXIS DEER RUN		Contract Services	Seal Coat Prep	47139	8/12/2020
4		SHADY OAKS DR	4340 Sq. Yards	Contract Services	1 Stage Seal Coat	47525	8/21/2020
4	416	SPARKLING SPRINGS DR	To East High Bluff	Contract Services	Seal Coat Prep	47135	8/12/2020
4		IDLEWILDE BLVD		Contract Services	Seal Coat Prep	47080	8/3/2020
4		LOST PILOT LN	2000 Sq. Yards	Contract Services	1 Stage Seal Coat	47522	8/21/2020
4		W MOUNTAIN TOP DR	2755 Sq. Yards	Contract Services	1 Stage Seal Coat	47534	8/27/2020
4		W HIGH BLUFF CIR		Contract Services	Seal Coat Prep	47138	8/12/2020
4		VISTA VIEW RD	1524 Sq. Yards	Contract Services	1 Stage Seal Coat	47524	8/21/2020
4	134	CRAVEY RD		Contract Services	Seal Coat Prep	47429	8/17/2020
4		E MOUNTAIN TOP DR	800 Sq. Yards	Contract Services	1 Stage Seal Coat	47535	8/27/2020
4		SPARKLING SPRINGS DR	0 to .5 Miles	Contract Services	Seal Coat Prep	47426	8/17/2020
4	816	AVENUE A		Contract Services	Seal Coat Prep	47096	8/4/2020
4		E HIGH BLUFF CIR	533 Sq. Yards	Contract Services	1 Stage Seal Coat	47537	8/28/2020
4		SADDLE WOOD TRL	12925 Sq. Yards	Contract Services	1 Stage Seal Coat	47531	8/26/2020
4	8	CRAVEY RD		Contract Services	Seal Coat Prep	47435	8/17/2020
4	107	CRAVEY RD		Contract Services	Seal Coat Prep	47430	8/17/2020
4	18	NOTTINGHAM LN		Contract Services	Seal Coat Prep	47427	8/17/2020
4	110	DANIEL DR		Contract Services	Seal Coat Prep	47106	8/6/2020
4		CRAVEY RD	26040 Sq. Yards	Contract Services	1 Stage Seal Coat	47526	8/24/2020
4		NOTTINGHAM LN	4111 Sq. Yards	Contract Services	1 Stage Seal Coat	47540	8/27/2020
4	822	AVENUE A		Contract Services	Seal Coat Prep	47105	8/6/2020
4		SPANISH PASS RD	16064 Sq. Yards	Contract Services	1 Stage Seal Coat	47532	8/26/2020
4	10	CRAVEY RD		Contract Services	Seal Coat Prep	47436	8/17/2020
4		W HIGH BLUFF CIR	711 Sq. Yards	Contract Services	1 Stage Seal Coat	47538	8/28/2020
4	819	AVENUE A		Contract Services	Seal Coat Prep	47095	8/4/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		E HIGH BLUFF CIR		Contract Services	Seal Coat Prep	47136	8/12/2020
4		VALLEY VIEW TRL	14534 Sq. Yards	Contract Services	1 Stage Seal Coat	47530	8/26/2020
4		EDGEWOOD DR		Contract Services	Seal Coat Prep	47081	8/3/2020
4		DEER MEADOW DR	2111 Sq. Yards	Contract Services	1 Stage Seal Coat	47523	8/21/2020
4		LAF A LOT	0 to .9 Miles	Contract Services	Seal Coat Prep	47133	8/11/2020
4		SPARKLING SPRINGS DR	9537 Sq. Yards	Contract Services	1 Stage Seal Coat	47539	8/28/2020
4	3	OLD COMFORT RD	Road & Bridge	County Road and Bridge	Insurance Meeting	47365	8/24/2020
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	CDL Training	47250	8/13/2020
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Equipment Cleaning	47051	8/4/2020
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	CDL Training	47307	8/18/2020
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	CDL Training	47345	8/20/2020
4		SPANISH PASS RD	Solid Waste	Equipment	Equipment Staging	47346	8/20/2020
4	3	OLD COMFORT RD	R&B Yard	Equipment	Equipment Staging	47277	8/18/2020
4	126	FLAT ROCK CREEK RD		Equipment	Equipment Staging	47093	8/6/2020
4	3	OLD COMFORT RD	R&B Yard	Equipment	Equipment Staging	47265	8/18/2020
4		UPPER CIBOLO CREEK RD	0 to 4 Miles	Herbicides and Vegetation	Grass Maint.	47039	8/3/2020
4		CIBOLO AVE	Cibolo Oaks Sub.	Herbicides and Vegetation	Grass Maint.	47054	8/5/2020
4		JENNIFER DR	0 to 1.28 Miles	Herbicides and Vegetation	Grass Maint.	47037	8/3/2020
4		SPARKLING SPRINGS DR	Sparkling Springs Sub.	Herbicides and Vegetation	Grass Maint.	47040	8/3/2020
4		UPPER SISTERDALE RD	@ .06 Miles	Maintenance	Edge Of Pavement	47376	8/26/2020
4	123	VALLEY VIEW TRL		Maintenance	Data Collection	47364	8/24/2020
4		VALLEY VIEW TRL	0 to 1.20 Miles	Mowing	Mow & Weed Eat	47036	8/3/2020
4		SADDLE WOOD TRL	0 to 1.08 Miles	Mowing	Mow & Weed Eat	47035	8/3/2020
4		UPPER SISTERDALE RD	5.0 to 7.28 Miles	Mowing	Mow & Weed Eat	47053	8/4/2020
4		UPPER SISTERDALE RD	0 to 5.0 Miles	Mowing	Mow & Weed Eat	47018	8/3/2020
4		SPANISH PASS RD	.7 to .9 Miles	New Construction	Work Base	47279	8/18/2020
4		SPANISH PASS RD	0 to .1 Miles	New Construction	Work Sub Grade	47347	8/20/2020
4		SPANISH PASS RD	0 to .5 Miles	New Construction	Equipment Staging	47350	8/24/2020
4		SPANISH PASS RD	0 to .85 Miles	New Construction	Work Sub Grade	47193	8/4/2020
4		SPANISH PASS RD	0 to .6 Miles	New Construction	Road Surface	47388	8/27/2020
4	46	SPANISH PASS RD	Solid Waste	New Construction	Road Surface	47198	8/7/2020
4		SPANISH PASS RD	.5 to .7 Miles	New Construction	Work Base	47374	8/26/2020
4	46	SPANISH PASS RD	Solid Waste	New Construction	Road Surface	47199	8/8/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		SPANISH PASS RD	.7 to .9 Miles	New Construction	Work Base	47351	8/19/2020
4		SPANISH PASS RD	.1 to .5 Miles	New Construction	Work Base	47371	8/25/2020
4		SPANISH PASS RD	0 to 1 mile	New Construction	Road Surface	47391	8/28/2020
4	5	SPANISH PASS RD		New Construction	Driveway Work	47398	8/31/2020
4		SPANISH PASS RD	.9 to 1.1 Miles	New Construction	Work Base	47497	8/31/2020
4		SPANISH PASS RD	0 to .3 Miles	New Construction	Road Surface	47255	8/14/2020
4		SPANISH PASS RD	0 to .80 Miles	New Construction	Work Sub Grade	47195	8/6/2020
4		SPANISH PASS RD	0 to .7 Miles	New Construction	Road Surface	47258	8/15/2020
4		SPANISH PASS RD	.7 to 1.1 Miles	New Construction	Work Sub Grade	47200	8/10/2020
4		SPANISH PASS RD	0 to .3 Miles	New Construction	Work Base	47355	8/24/2020
4		SPANISH PASS RD	0 to .3 Miles	New Construction	Work Base	47249	8/13/2020
4	247	WENGENROTH RD		New Construction	Drainage Structure	47276	8/18/2020
4		SPANISH PASS RD	.4 to .7 Miles	New Construction	Work Base	47377	8/26/2020
4		SPANISH PASS RD	.3 to .5 Miles	New Construction	Work Base	47235	8/12/2020
4		SPANISH PASS RD	.5 to .7 Miles	New Construction	Work Base	47260	8/17/2020
4		SPANISH PASS RD	0 to 1 Mile	New Construction	Road Surface	47348	8/22/2020
4	9	SPANISH PASS RD		New Construction	Driveway Work	47401	8/31/2020
4		SPANISH PASS RD	0 to .3 Miles	New Construction	Work Base	47238	8/11/2020
4		SPANISH PASS RD	@ 0 Miles	New Construction	Drainage Structure	47397	8/31/2020
4		SPANISH PASS RD	0 to 1 Mile	New Construction	Road Surface	47392	8/29/2020
4	16	NOTTINGHAM LN		New Construction	Seal Coat Prep	47428	8/17/2020
4		SPANISH PASS RD	0 to .85 Miles	New Construction	Work Sub Grade	47186	8/3/2020
4		SPANISH PASS RD	0 to .90 Miles	New Construction	Work Sub Grade	47194	8/5/2020
4		SPANISH PASS RD	0 to 1.0 Miles	New Construction	Road Surface	47353	8/24/2020
4		SPANISH PASS RD	.4 to .7 Miles	New Construction	Sub Grade Work	47207	8/11/2020
4	3	OLD COMFORT RD	R&B Parking Lot	Non Road and Bridge	Supervise Contractor	47406	8/31/2020
4	42	SPANISH PASS RD	Solid Waste	Non Road and Bridge	Haul Recycle	47349	8/24/2020
4		SADDLE WOOD TRL	0 to 1.08 Miles	Paving and Prep	Road Surface	47369	8/25/2020
4		CRAVEY RD	1.7 to 1.05 Miles	Paving and Prep	Road Surface	47211	8/11/2020
4		DEER MEADOW DR	0 to .18 Miles	Paving and Prep	Road Surface	47229	8/12/2020
4		CRAVEY RD	2.01 to 1.7 Miles	Paving and Prep	Road Surface	47201	8/10/2020
4		SADDLE WOOD TRL	0 to .50 Miles	Paving and Prep	Road Surface	47357	8/24/2020
4		CRAVEY RD	@ 1.05 Miles	Paving and Prep	Road Surface	47226	8/12/2020

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Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		SPARKLING SPRINGS DR	0 to 1.71 Miles	Paving and Prep	Road Surface	47285	8/10/2020
4		W MOUNTAIN TOP DR	0 to .7 Miles	Paving and Prep	Road Surface	47290	8/12/2020
4	3	OLD COMFORT RD		Paving and Prep	Parking Lot	47197	8/6/2020
4		SPARKLING SPRINGS DR	.87 to 1.40 Miles	Paving and Prep	Road Surface	47288	8/11/2020
4		SPARKLING SPRINGS DR	0 to .6 Miles	Paving and Prep	Road Surface	47292	8/12/2020
4		IDLEWILDE BLVD	0 to .77 Miles	Paving and Prep	Road Surface	47065	8/6/2020
4		MOUNTAIN TOP DR	0 to .23 Miles	Paving and Prep	Road Surface	47289	8/12/2020
4		VISTA VIEW RD	0 to .13 Miles	Paving and Prep	Road Surface	47223	8/12/2020
4		W HIGH BLUFF CIR	0 to .26 Miles	Paving and Prep	Road Surface	47286	8/11/2020
4		CRAVEY RD	.79 to 0 Miles	Paving and Prep	Road Surface	47248	8/13/2020
4		LOST PILOT LN	0 to .17 Miles	Paving and Prep	Road Surface	47234	8/12/2020
4		W MOUNTAIN TOP DR	0 to .8 Miles	Paving and Prep	Road Surface	47291	8/12/2020
4		SHADY OAKS DR	0 to .37 Miles	Paving and Prep	Road Surface	47231	8/12/2020
4		VALLEY VIEW TRL	@ 0 Miles	Paving and Prep	Road Surface	47323	8/20/2020
4		E HIGH BLUFF CIR	0 to .10 Miles	Paving and Prep	Road Surface	47287	8/11/2020
4		VALLEY VIEW TRL	0 to 1.2 Miles	Paving and Prep	Road Surface	47370	8/25/2020
4	48	CRAVEY RD		Paving and Prep	Road Surface	47210	8/11/2020
4		AXIS DEER RUN	0 to .23 Miles	Paving and Prep	Road Surface	47295	8/17/2020
4		OLD COMFORT RD	R&B Parking Lot	Striping	Lay Out	47404	8/31/2020

Kendall County Road and Bridge August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
		US 83 N	DPS Office	County Road and Bridge	CDL Testing	47325	8/20/2020
			6977 E. Evans Rd.	County Road and Bridge	Receive Mat.	47354	8/20/2020



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/28/2020 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 August 2020
REASON FOR AGENDA ITEM	Operations Monthly Report
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
1		THUNDER RD	@ .01 Miles	Install	Install Stop Sign	47324	8/26/2020
1		VALLERIE LN	@ .02 Miles	Install	Install 30 MPH Sign	47313	8/26/2020
1		SPRING HILL DR	@ .03 Miles	Install	Install 30 MPH Sign	47315	8/26/2020
1		CANYON LOOP	@ .65 Miles	Install	Install Stop Sign	47322	8/26/2020
1		BUCKHORN LN	@ .13 Miles	Install	Install Stop Sign	47317	8/26/2020
1		WILD HORSE DR	@ .01 Miles	Install	Install Stop Sign	47327	8/26/2020
1		WHITWORTH RD	@ 1.13 Miles	Repair Sign Support	Repair Street Name Sign Support	47275	8/25/2020
1		E WINDING LOOP	@ .14 Miles	Trim Brush	Trim Brush Around Sign	47319	8/26/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2	316	SHARON DR	@ 1 Mile	Install	Install Object Markers	47145	8/11/2020
2	23	SHARON DR	@ .03 Miles	Install	Install Object Markers	47144	8/11/2020
2		HOSKINS TRL	@ .96 Miles	Repair Sign Support	Repair Stop Sign Support	47339	8/31/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3		SOMEDAY DR	From .3 to .4 Miles	Data Collection	Update GIS Map	47134	8/3/2020
3	100	DELAWARE CREEK RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47149	8/12/2020
3	3	OLD COMFORT RD	Fabricate @ Shop	Fabricate	Fabricate Road Closed Signs	47137	8/3/2020
3	221	FAWN VALLEY DR	Fabricate @ Shop	Fabricate	Fabricate Office Hour Info For Annex	47271	8/24/2020
3		MARTIN ST	Fabricate @ Shop	Fabricate	Fabricate Street Name Sign	47146	8/11/2020
3	2059	WATERSTONE PKWY	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47337	8/31/2020
3	108	KASTEN RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47338	8/31/2020
3	106	ROARING CREEK DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47216	8/17/2020
3	725	GUADALUPE BND	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47148	8/12/2020
3	261	RODALYN DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47167	8/13/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	221	FAWN VALLEY DR	@ Annex	Install	Install Office Hour Info Signs	47274	8/25/2020
3		MARTIN ST	@ .01 Miles	Install	Install Martin St. Sign	47147	8/11/2020
3		WENGENROTH RD	@ .02 Miles & @ 3.67 Miles	Place or Remove Temp Sign	Place Two Road Closed Signs	47140	8/3/2020
3	221	FAWN VALLEY DR	@ Court House Annex	Replace Sign	Replace Three Handicap Signs	47340	8/31/2020
3		FAWN VALLEY DR	@ Court House Annex	Replace Support	Replace Handicap Parking Sign Supports	47141	8/4/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		POSSUM CREEK RD	@ .3 Miles	Data Collection	GPS Culvert For GIS Map	47266	8/19/2020
4		HOLIDAY RD	from 6.6 Miles to 7.8 Miles	Data Collection	Update GIS Map	47142	8/4/2020
4		MILL DAM RD	@ .2 Miles	Data Collection	GPS Culvert For GIS Map	47218	8/19/2020
4		BIG JOSHUA CREEK RD	@ 2.48 Miles	Data Collection	GPS Culvert For GIS Map	47232	8/19/2020
4	345	SKYLAND DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47214	8/17/2020
4	104	MOUNTAIN SPRINGS DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47272	8/24/2020
4	143	HOLIDAY RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47341	8/31/2020
4		VIOLET PASS	Fabricate @ Shop	Fabricate	Fabricate Street Name Sign	47343	8/31/2020
4	105	VALLEY VIEW TRL	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47270	8/19/2020
4	102	GRECO BEND	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47269	8/19/2020
4	108	NORTH HILL TOP DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47192	8/17/2020
4	9	PANKRATZ RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47215	8/17/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4	64	GRECO BEND	Fabricate @ Shop	Fabricate	Fabricate Address Plate	47268	8/19/2020
4	92	BIG JOSHUA CREEK RD	@ 1.1 Miles	Install	Install Reflective Tape On Cattle Guard	47171	8/13/2020
4	168	BIG JOSHUA CREEK RD	@ 1.9 Miles	Install	Install Reflective Tape On Cattle Guard	47172	8/13/2020
4	88	BIG JOSHUA CREEK RD	@ 1.1 Miles	Install	Install Reflective Tape On Cattle Guard	47170	8/13/2020
4		UPPER SISTERDALE RD	@ 6.46 Miles	Install	Install Road May Flood Sign	47261	8/19/2020
4	188	BIG JOSHUA CREEK RD	@ 2.1 Miles	Object Marker Replace	Replace Two Object Markers	47166	8/12/2020
4	146	BIG JOSHUA CREEK RD	@ 1.7 Miles	Object Marker Replace	Replace Two Object Markers	47159	8/12/2020
4	50	BIG JOSHUA CREEK RD	@ .7 Miles	Object Marker Replace	Replace Object Marker	47150	8/12/2020
4	16	CYPRESS CREEK RD	@ .28 Miles	Object Marker Replace	Replace Object Marker	47273	8/24/2020
4	168	BIG JOSHUA CREEK RD	@ 1.9 Miles	Object Marker Replace	Replace Two Object Markers	47165	8/12/2020
4	65	BELOW RD	@ .28 Miles	Object Marker Replace	Replace Two Object Markers	47230	8/19/2020
4		POSSUM CREEK RD	@ .2 Miles	Object Marker Replace	Replace Two Object Markers	47264	8/19/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4	18	POSSUM CREEK RD	@ .3 Miles	Object Marker Replace	Replace Two Object Markers	47267	8/19/2020
4	15	MILL DAM RD	@ .2 Miles	Object Marker Replace	Replace Two Object Markers	47220	8/19/2020
4	80	BIG JOSHUA CREEK RD	@ 1 Mile	Object Marker Replace	Replace Four Object Markers	47151	8/12/2020
4	254	BIG JOSHUA CREEK RD	@ 2.48 Miles	Object Marker Replace	Replace Four Object Markers	47233	8/19/2020
4	80	BIG JOSHUA CREEK RD	@ 1.1 Miles	Object Marker Replace	Replace Two Object Markers	47158	8/12/2020
4		IDLEWILDE BLVD	@ .76 Miles	Place or Remove Temp Sign	Place Message Board	47143	8/5/2020
4		BIG JOSHUA CREEK RD	@ 1 Mile	Remove	Remove Old T Post In ROW	47169	8/13/2020
4	48	BIG JOSHUA CREEK RD	@ .7 Miles	Remove	Remove Object Markers	47168	8/13/2020
4		DEULEY LN	@ .01 Miles	Remove	Remove Abandoned Street Name Sign	47222	8/19/2020
4		UPPER SISTERDALE RD	@ 5.65 Miles	Remove	Remove Bent Cattle Xing Sign Support	47228	8/19/2020
4		HOLIDAY RD	@ 5.4 Miles	Repair Sign Support	Repair Dip Sign Support	47263	8/19/2020
4		UPPER SISTERDALE RD	@ 6.3 Miles	Repair Sign Support	Repair Winding Rd. Sign Support	47240	8/19/2020

Kendall County Operations August 2020 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		VIOLET PASS	@ .01 Miles	Replace	Replace Street Name Sign & Support	47344	8/31/2020
4		THIRD ST	@ .16 Miles	Replace Sign	Replace Stop Sign	47191	8/17/2020
4		LINDNER BR	@ .1 Miles	Replace Support	Replace Burn Ban/Maint. Sign Support	47227	8/19/2020