



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 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 January 25 and February 1, 2021.
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: 2/8/2021 OPEN SESSION	
SUBJECT	Teen Dating Violence Awareness and Prevention Month
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Hattie Allen, Executive Director, Kendall County Women's Shelter
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of February as Teen Dating Violence Awareness and Prevention Month.
REASON FOR AGENDA ITEM	To bring awareness concerning prevention of teen dating violence.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY WOMEN'S SHELTER
A Safe Place

TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH
FEBRUARY 2021
A PROCLAMATION

WHEREAS, females between the ages of 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and

WHEREAS, one in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth; and

WHEREAS, high school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are at greater risk of suicide, and are much more likely to carry patterns of abuse into future relationships; and

WHEREAS, nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds; and

WHEREAS, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is one; and

WHEREAS, by providing young people with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, everyone has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE, I, Darrel L. Lux, County Judge of Kendall County, do hereby proclaim **February 2021** to be **Teen Dating Violence Awareness and Prevention Month** throughout Kendall County. I urge all Kendall County citizens to work toward ending teen dating violence by empowering young people to develop healthier relationships, assisting victims in accessing the information and supportive services they need, creating better and more resources for young people in need, instituting effective intervention and prevention policies in schools, and engaging in discussions with family members and peers to promote awareness and prevention of the quiet epidemic of teen dating violence.

Signed this 8th day of February 2021.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 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: 2/8/2021 OPEN SESSION	
SUBJECT	Accept Donations
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 accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
REASON FOR AGENDA ITEM	Accept donations received in December
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court February 8, 2021

Pursuant to LGC 81.032, the commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 26, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.

The following donations were received from January 1, 2021 to January 31, 2021.

Monetary Donations:

Date	Amount	Received From	Description of Donation	Specific Department or Purpose
12/22/20	\$ 100.00	Jenny & Allen Craig	Check	Animal Control
12/23/20	\$ 15.00	Monique Buchanan	Cash	Animal Control
12/30/20	\$ 100.00	Lisa Cunningham	Check	Animal Control
01/06/21	\$ 40.00	Jill Boyter	Check	Animal Control
01/06/21	\$ 50.00	Warren & Mary Lenn Dixon	Check	Animal Control
01/06/21	\$ 500.00	Brian Welch	Check	Animal Control
01/06/21	\$ 50.00	M. Portillo	Check	Animal Control
01/19/21	\$ 1,000.00	Bill Palmer, Attorney at Law	Check	EMS
01/19/21	\$ 50.00	J. Dickerson	Cash	Animal Control
01/21/21	\$ 100.00	Jeanne Berger	Cash	Animal Control
01/22/21	\$ 5.00	Cindy Biggerstaff	Cash	Animal Control
01/23/21	\$ 10.00	Wendi Stanley	Cash	Animal Control
01/25/21	\$ 500.00	Tour De Boerne	Check	Sheriff's Office

Other Donations:

Date	Received From	Description of Donation	Specific Department or Purpose
01/06/21	Sylvia & Paul Griffin	20 Dozen Wool Socks for Deputies To Give To The Homeless of People In Need	Sheriff's Office
01/15/21	Kendall County Citizens's Law Enforcement Academy Alumni Assoc.	2 - DJI Mavic 2 Drones w/ Batteries, Chargers, Controllers, & Cases Valued at \$9014	Sheriff's Office



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	FY 2020 Detention Commissary Audit
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	Presentation of the Fiscal Year 2020 Detention Commissary Audit as required by Local Government Code 351.0415.
REASON FOR AGENDA ITEM	Present the FY 2020 Detention Commissary Audit
WHO WILL THIS AFFECT?	County Sheriff, Lt. Green
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 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 reinstated January 12, 2021 at 8:00 a.m. by a Commissioners Court order which will expire on Monday, April 12, 2021.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 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
SPECIAL CALLED MEETING
AGENDA REQUEST**

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Boerne Public Facility Corporation
DEPARTMENT & PERSON MAKING REQUEST	Richard Elkins, Commissioner Pct 2
PHONE # OR EXTENSION #	830 249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discuss Boerne Public Facility Corporation transactional business impacts on future Kendall County tax revenues.
REASON FOR AGENDA ITEM	Discussion
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	The Boerne Public Facility Corporation was authorized by the Texas Office of the Secretary of State in September 2017. It was created to provide the City of Boerne with the ability to help address a need for housing inventory in the City which is affordable, by state of Texas definition, and is intended to address housing needs for the senior market.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Inmate Housing Agreement - Blanco County
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on an Agreement with Blanco County to house Kendall County inmates.
REASON FOR AGENDA ITEM	In order to remain in compliance with jail standards, Kendall County must have agreements with other counties to house inmates.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021
OPEN SESSION

SUBJECT	Extend Subdivision Bond Pleasant Valley Business Park Phase II
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 extension of a Subdivision Bond for Pleasant Valley Business Park Phase II in the amount of \$230,000.00 for construction of roads, drainage and public water supply (Karl Gramling, Tony Palumbo)
REASON FOR AGENDA ITEM	Pleasant Valley Business Park project is incomplete. Extension of the Subdivision Bond until April 1, 2021 will provide adequate time to complete the project.
WHO WILL THIS AFFECT?	Pct # 2
ADDITIONAL INFORMATION	None



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

RIDER

It is hereby agreed and understood that the effective date has been amended to:

January 28, 2020

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Contract Bond, except as hereinabove set forth.

This rider becomes effective on January 28, 2020, at twelve and one minute o'clock a.m., Standard Time.

Attached to and forming part of bond number CNB-32791-00 dated January 28, 2019 issued by

INSURORS INDEMNITY COMPANY of Waco, Texas, to Karl Gramling and Anthony Palumbo.

Signed this 25th day of January, 2021

INSURORS INDEMNITY COMPANY

By

A handwritten signature in cursive script, appearing to read "Gary White", is written over a horizontal line.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-32791-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Gary Whitaker of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

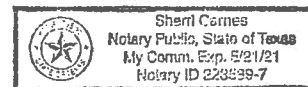
INSURORS INDEMNITY COMPANY

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 25th day of January, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

Whitaker Insurance Assoc, Inc.
 8626 Tesoro Drive #310
 San Antonio, TX 78217
 Phone: 210-824-3777
 Fax: 210-824-7007

Gramling Real Estate Holdings, LLC.
 Karl Gramling
 37535 IH 10 West
 Boerne, TX 78006

INVOICE NO. 11041		Page 1
ACCOUNT NO.	OP	DATE
GRAML-2	KB	01/27/2021
Surety Bond		
POLICY #	LOAN #	
CNB3279100		
COMPANY		
Insurors Indemnity Companies		
PRODUCER		
Gary D Whitaker		
EFFECTIVE	EXPIRATION	
01/28/2020	04/01/2021	

itm #	Date Trn	Trn	Type	Policy #	Description	Amount
110826	01/27/21	REN	SBON	CNB3279100	Subd Bond-1/28/20 to 4/1/21	\$3,700.00
Invoice Balance:						\$3,700.00

PLEASE MAKE CHECK PAYABLE TO WHITAKER INSURANCE ASSOCIATES
 To Pay online go to: <https://whitakerins.epaypolicy.com>

INSURORS

INDEMNITY COMPANIES

P&C 877 282 1625 | 225 South 5th Street
Bonds 800 933 7444 | PO Box 2683
Waco, Texas 76702-2683

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-32791-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Karl Gramling and Anthony Palumbo, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Kendall County Judge or the Judge's successors in office, as Obligee, in the sum of Two Hundred and Thirty Thousand Dollars and Zero Cents Dollars (\$ 230,000.00) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Pleasant Valley Business Park - Phase 2, Subdivision, in Kendall County the following improvements: Drainage, Roads & Public Water Supply.
*** See Conditions added below ***

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 23rd day of October, 2018.

Karl Gramling and Anthony Palumbo

Principal

BY: [Signature]

INSURORS INDEMNITY COMPANY

BY: [Signature]

Attorney-in-Fact

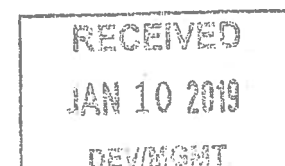
***The street and drainage requirements for the subdivision will be constructed:

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

Pleasant Valley Business Park - Phase 2
Estimated Construction Cost
Street and Drainage Construction

November 7, 2018
Revised December 17, 2018

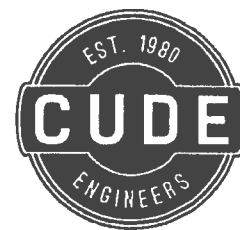
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Estimated Unit Cost</u>	<u>Estimated Total</u>
Street and Drainage Construction					
1	Subgrade Preparation (cut, fill and compaction)	SY	4,685	\$4.50	\$21,082.50
2	8" Flexible Base	SY	4,685	\$12.00	\$56,220.00
3	Two Course Surface Treatment	SY	4,415	\$7.50	\$33,112.50
4	21"x15" CMP Arch Pipe culvert	LF	85	\$30.00	\$2,550.00
5	Concrete Culvert End Treatments	EA	2	\$750.00	\$1,500.00
6	Concrete Rip-Rap (ditch lining)	SY	225	\$50.00	\$11,250.00
7	Signage	LS	1	\$1,500.00	\$1,500.00
8	Pavement Striping - 4" stripes	LF	4,800	\$2.00	\$9,600.00
9	Pavement Markings	Ea	2	\$150.00	\$300.00
10	Sediment Control	LS	1	\$2,000.00	\$2,000.00
11	Seeding	LS	1	\$2,000.00	\$2,000.00
12	Construction material testing/Quality control testing	LS	1	\$5,000.00	\$5,000.00
13	NAG C350 Erosion Control Matting	LF	650	\$14.50	<u>\$9,425.00</u>
				Sub-Total	\$155,540.00
Public Water System					
1	2" Sch 40 PVC Water Main	LF	1,020	\$15.00	\$15,300.00
2	3" Sch 40 PVC Water Main	LF	50	\$20.00	\$1,000.00
3	Valves with valve box	EA	0	\$150.00	\$0.00
4	3/4" Single water service	EA	0	\$250.00	\$0.00
5	3/4" Dual water service	EA	4	\$250.00	\$1,000.00
6	2" blowoffs	EA	2	\$250.00	\$500.00
7	Meter boxes	EA	8	\$75.00	<u>\$600.00</u>
				Sub-Total	\$18,400.00
Detention Pond					
1	Excavation, earthwork	LS	1	\$25,000.00	\$25,000.00
2	Concrete inlet structure	LS	1	\$3,500.00	\$3,500.00
3	Concrete outlet structure modifications	LS	1	\$2,500.00	\$2,500.00
4	Seeding	LS	1	\$1,250.00	<u>\$1,250.00</u>
				Sub-Total	\$32,250.00
				Total	\$206,190.00





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Release Letter of Credit Cordillera Ranch Unit 301C
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 Letter of Credit for Cordillera Ranch, Final Plat Unit 301C in the amount of \$82,300.00 for construction of water and sewer improvements (CR/KWW Partnership. Ltd.)
REASON FOR AGENDA ITEM	Release Letter of Credit Cordillera Ranch Unit 301C
WHO WILL THIS AFFECT?	Pct # 3
ADDITIONAL INFORMATION	None



January 29, 2021

Rick Tobolka, P.E.
Kendall County Engineer
San Antonio
Boerne, TX 78006

RE: Cordillera Ranch Unit 301C Letter of Credit

Dear Mr. Tobolka:

The water improvements in the subject project have been constructed, pressure & leakage tested, sterilized and connected to the existing water system in Cordillera Ranch Unit 301B. On behalf of the owner of this project, CR/KWW Partnership, Ltd., I request that the existing Letter of Credit No. 1118 in the amount of \$82,300 be returned.

Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Fred C. Lockwood". The signature is fluid and cursive.

Fred C. Lockwood, P.E.

Copy: Charlie Hill
Commissioner Richard Chapman



April 12, 2020

Irrevocable Letter of Credit No.: 1118

Amount: \$82,300.00

Issue Date: 04/12/2020

Expiration Date: 04/12/2022

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.

Unit 301C, Cordillera Ranch, Kendall County, Texas

Water Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1118 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Eighty Two Thousand Three Hundred Dollars and Zero Cents (\$82,300.00) expiring April 12, 2022 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of water improvements (the "Improvements") for Unit 301C within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1118 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to

PO Box 1079
Tyler, Texas 75710
903.531.7111

Developer.

6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on April 12, 2022. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



SOUTHSIDE BANK

By: Leigh Anne Rozell

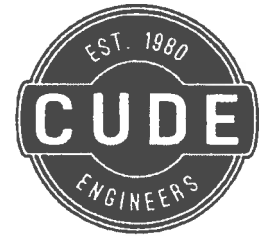
Title: Senior Vice President

Address of Developer:

CR KWW Partnership, Ltd.

28 Cordillera Trace, Suite 4

Boerne, TX 78006



September 10, 2019

Rick Tobolka, P.E.
County Engineer
Kendall County, Texas
201 E. San Antonio St., Suite 200
Boerne, Texas 78006

Re: Cordillera Ranch, Unit 301C
Opinion of Probable Construction Costs

Dear Mr. Tobolka:

A revised opinion of probable construction costs for roadway, drainage, water, and erosion/sedimentation controls for the referenced final plat is attached. The cost opinions are divided into two parts. One for the roadway, drainage and erosion/sedimentation controls, and one for the water. Two letters of credit, one for each cost opinion, are proposed to be provided to meet the fiscal requirements for the final plat.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Fred C. Lockwood".

Fred C. Lockwood, P.E.

A handwritten signature in dark ink, appearing to read "Richard Chapman".

Richard Chapman, Commissioner, Pct. 3

11/22/2019

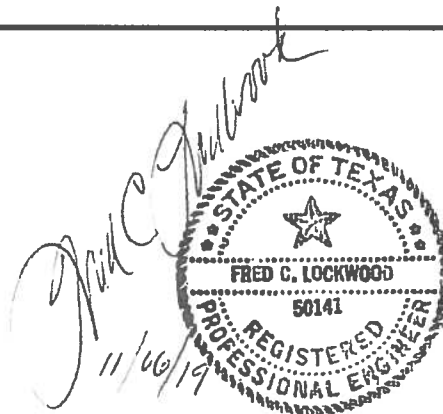
Copy: Richard Chapman, Commissioner, Pct. 3
Mary Ellen Schulle, P.E.



OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 301C
STREET, DRAINAGE AND E/S CONTROLS
11/6/2019
RA0205.000.0

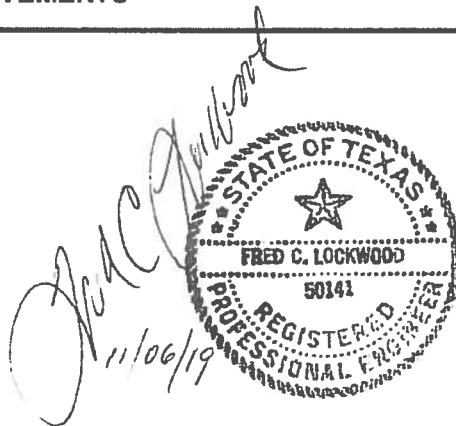
ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
STREET IMPROVEMENTS					
1	1	LS	Mobilization	\$ 20,000.00	\$ 20,000.00
2	2.10	AC	Preparing Right of Way	\$ 3,000.00	\$ 6,300.00
3	2.1	AC	Right of Way Excavation and Embankment	\$ 30,000.00	\$ 63,000.00
4	3,800	SY	Subgrade Preparation	\$ 1.00	\$ 3,800.00
5	3,200	SY	Flexible Base, 10" Thick	\$ 9.00	\$ 28,800.00
6	3,900	SY	Hot Mix Asphaltic Concrete, 1.5" Thick	\$ 8.00	\$ 31,200.00
7	2,300	LF	6" Roll Curb	\$ 18.00	\$ 41,400.00
8	1	LS	Pavement Markings	\$ 4,000.00	\$ 4,000.00
9	1	EA	End-of Road Barricade	\$ 2,400.00	\$ 2,400.00
10	3	EA	Roadway Signs	\$ 850.00	\$ 2,550.00
11	1	LS	Spoils Disposal	\$ 10,000.00	\$ 10,000.00
SUBTOTAL FOR STREET IMPROVEMENTS					\$ 213,450.00
DRAINAGE IMPROVEMENTS					
12	385	LF	CMP, 24" Diameter	\$ 80.00	\$ 30,800.00
13	97	LF	CMP, 30" Diameter	\$ 100.00	\$ 9,700.00
15	1	EA	Concrete Rip Rap for 30" CMP	\$ 4,000.00	\$ 4,000.00
16	2	EA	Concrete Curb Inlet, 15'	\$ 10,000.00	\$ 20,000.00
16	2	EA	Concrete Curb Inlet, 20'	\$ 12,000.00	\$ 24,000.00
17	1	EA	Storm Sewer Manhole, 5' Diameter	\$ 7,000.00	\$ 7,000.00
18	1	EA	Raise Manhole Casting	\$ 800.00	\$ 800.00
19	1	LS	Trench Safety, approx. 482 LF	\$ 1,500.00	\$ 1,500.00
SUBTOTAL FOR DRAINAGE IMPROVEMENTS					\$ 97,800.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
EROSION/SEDIMENTATION CONTROLS					
20	1,500	LF	Silt Fence	\$ 4.00	\$ 6,000.00
21	20	LF	Rock Berm	\$ 35.00	\$ 700.00
22	500	CY	Top Soil Hauling and Placement	\$ 20.00	\$ 10,000.00
23	2	EA	Stabilized Construction Entrance	\$ 1,500.00	\$ 3,000.00
SUBTOTAL FOR EROSION/SEDIMENTATION CONTROLS					\$ 19,700.00
SALES TAX					
24	1	LS	Texas State Sales Tax	\$ 13,500.00	\$ 13,500.00
SUBTOTAL FOR SALES TAX					\$ 13,500.00
CONSTRUCTION STAKING					
25	1	LS	Construction Staking	\$ 5,400.00	\$ 5,400.00
SUBOTAL FOR CONSTRUCTION STAKING					\$ 5,400.00
MISCELLANEOUS					
26	1	LS	Construction Material Testing	\$ 3,500.00	\$ 3,500.00
SUBOTAL FOR MISCELLANEOUS					\$ 3,500.00
TOTAL BID PRICE FOR STREET, DRAINAGE, EROSION/SEDIMENTATION CONTROLS, SALES TAX, CONSTRUCTION STAKING & MISCELLANEOUS IMPROVEMENTS					\$ 255,550.00



OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 301C
WATER IMPROVEMENTS
11/6/2019
RA0205.000.0

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
WATER IMPROVEMENTS					
1	900	LF	Pipe (D.I., CL. 350), 12" Diameter	\$ 75.00	\$ 67,500.00
2	2	EA	Double Water Service, Short	\$ 2,300.00	\$ 4,600.00
3	1	EA	12" Gate Valve	\$ 2,000.00	\$ 2,000.00
4	1	EA	Water Tie-In	\$ 1,200.00	\$ 1,200.00
5	1	EA	Temporary Blow-Off	\$ 2,500.00	\$ 2,500.00
6	1	LS	Ductile Iron Fittings	\$ 3,000.00	\$ 3,000.00
7	1	LS	Trench Safety, approx. 900 LF	\$ 1,500.00	\$ 1,500.00
TOTAL FOR WATER IMPROVEMENTS					\$ 82,300.00





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021
OPEN SESSION

SUBJECT	Release Letter of Credit Cordillera Ranch Unit 302
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 Letters of Credit for Cordillera Ranch, Final Plat Unit 302 in the amount of \$986,164.00 for construction of roads and drainage and \$636,210.00 for water and sewer improvements (CR/KWW Partnership, Ltd.)
REASON FOR AGENDA ITEM	Release Letter of Credit Cordillera Ranch Unit 302
WHO WILL THIS AFFECT?	Pct # 3
ADDITIONAL INFORMATION	None



February 5, 2020

Irrevocable Letter of Credit No.: 1115

Amount: \$986,164.00

Issue Date: 02/04/2020

Expiration Date: 02/04/2021

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.
Unit 302, Cordillera Ranch, Kendall County, Texas
Streets & Drainage Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1115 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Nine Hundred Eighty Six Thousand One Hundred Sixty-Four Dollars and Zero Cents (\$986,164.00) expiring February 4, 2021 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 302 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No 1115 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").

PO Box 150099
Fort Worth, Texas 76108-0099
817.335.6664
Member FDIC


5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on February 4, 2020. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904



SOUTHSIDE BANK

By: 

Name: T L Arnold
Title: Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
28 Cordillera Trace, Suite 4
Boerne, TX 78006



February 4, 2020

Irrevocable Letter of Credit No.: 1116

Amount: \$636,210.00

Issue Date: 02/04/2020

Expiration Date: 02/04/21

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.

Unit 302, Cordillera Ranch, Kendall County, Texas

Water & Sewer Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1116 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Six Hundred Thirty Six Thousand Two Hundred Ten Dollars and Zero Cents (\$636,210.00) expiring February 4, 2021 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of water and wastewater improvements (the "Improvements") for Unit 302 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1116 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the

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Fort Worth, Texas 76108-0099
817.335.6664
Member FDIC

Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.


6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on February 4, 2020. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

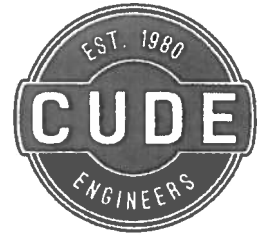


SOUTHSIDE BANK

By: 

Name: T L Arnold
Title: Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
28 Cordillera Trace, Suite 4
Boerne, TX 78006



November 06, 2019

Rick Tobolka, P.E.
County Engineer
Kendall County, Texas
201 E. San Antonio St., Suite 200
Boerne, Texas 78006

Re: Cordillera Ranch, Unit 302
Opinion of Probable Construction Costs

Dear Mr. Tobolka:

A revised opinion of probable construction costs for roadway, drainage, water, low pressure sewer and erosion/sedimentation controls for the referenced final plat is attached. The cost opinions are divided into two parts. One for the roadway, drainage and erosion/sedimentation controls, and one for the water and sewer. Two letters of credit, one for each cost opinion, are proposed to be provided to meet the fiscal requirements for the final plat.

Please contact me should you have any questions.

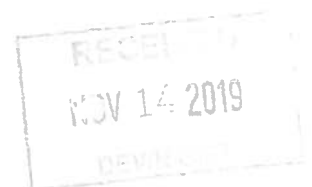
Sincerely,

A handwritten signature in dark ink, appearing to read "Fred C. Lockwood".

Fred C. Lockwood, P.E.

Copy: Richard Chapman, Commissioner, Pct. 3
Mary Ellen Schulle, P.E.

Approval
A handwritten signature in dark ink, appearing to read "Richard Chapman".
11/22/2019



**OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 302**

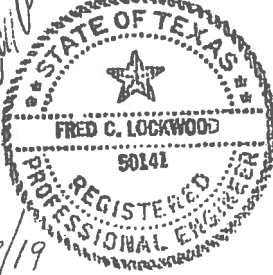
**STREET, DRAINAGE, E/S CONTROLS, SALES TAX,
CONSTRUCTION STAKING & MISCELLANEOUS
11/6/2019
RA0154.000.0**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
STREET IMPROVEMENTS					
1	1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00
2	9.35	AC	Preparing Right of Way	\$ 3,000.00	\$ 28,050.00
3	7.85	AC	Right of Way Excavation and Embankment	\$ 15,000.00	\$ 117,750.00
4	18,550	SY	Subgrade Preparation	\$ 1.00	\$ 18,550.00
5	16,650	SY	Flexible Base, 10" Thick	\$ 9.00	\$ 149,850.00
6	670	SY	Flexible Base, 8" Thick	\$ 8.20	\$ 5,494.00
7	400	LF	Concrete Roll Curb	\$ 18.00	\$ 7,200.00
8	17,300	SY	Hot Mix Asphaltic Concrete, 1.5" Thick	\$ 8.00	\$ 138,400.00
9	1	LS	Pavement Markings	\$ 18,000.00	\$ 18,000.00
10	1,025	LF	Metal Beam Guard Fence	\$ 30.00	\$ 30,750.00
11	3	EA	End-of-Road Barricade	\$ 2,400.00	\$ 7,200.00
12	9	EA	Roadway Signs	\$ 850.00	\$ 7,650.00
13	1	LS	Spoils Disposal	\$ 20,000.00	\$ 20,000.00
SUBTOTAL FOR STREET IMPROVEMENTS					\$ 583,894.00
TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS					
14	1.10	AC	Preparing Right of Way	\$ 3,000.00	\$ 3,300.00
15	0.70	AC	Right of Way Excavation and Embankment	\$ 10,000.00	\$ 7,000.00
16	3,400	SY	Subgrade Preparation	\$ 1.00	\$ 3,400.00
17	3,100	SY	Flexible Base, 6" Thick	\$ 7.50	\$ 23,250.00
18	80	LF	CMP, 15" Diameter	\$ 180.00	\$ 14,400.00
19	2	EA	Concrete Rip Rap for 15" CMP	\$ 4,500.00	\$ 9,000.00
SUBTOTAL FOR TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS					\$ 60,350.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
DRAINAGE IMPROVEMENTS					
20	50	LF	CMP, 18" Diameter	\$ 60.00	\$ 3,000.00
21	63	LF	CMP, 30" Diameter	\$ 90.00	\$ 5,670.00
22	71	LF	CMP, 36" Diameter	\$ 100.00	\$ 7,100.00
23	720	LF	CMP, 42" Diameter	\$ 120.00	\$ 86,400.00
24	255	LF	CMP, 72" Diameter	\$ 150.00	\$ 38,250.00
25	2	EA	10' Concrete Inlet	\$ 8,000.00	\$ 16,000.00
26	80	CY	Flowable Fill for Storm Line 'DD'	\$ 100.00	\$ 8,000.00
27	2	EA	Concrete Rip Rap for 36" CMP	\$ 4,500.00	\$ 9,000.00
28	1	EA	Concrete Rip Rap for 42" CMP	\$ 5,000.00	\$ 5,000.00
29	4	EA	Concrete Rip Rap for 72" CMP	\$ 6,000.00	\$ 24,000.00
30	1	LS	Trench Safety, approx. 854 LF	\$ 2,500.00	\$ 2,500.00
SUBTOTAL FOR DRAINAGE IMPROVEMENTS					\$ 204,920.00
EROSION/SEDIMENTATION CONTROLS					
31	6100	LF	Silt Fence	\$ 4.00	\$ 24,400.00
32	120	LF	Rock Berm	\$ 35.00	\$ 4,200.00
33	1,900	CY	Top Soil Hauling and Placement	\$ 20.00	\$ 38,000.00
34	18,000	SF	Geotextile in Ditches	\$ 2.00	\$ 36,000.00
35	1	EA	Stabilized Construction Entrance	\$ 1,500.00	\$ 1,500.00
SUBTOTAL FOR EROSION/SEDIMENTATION CONTROLS					\$ 104,100.00
SALES TAX					
36	1	LS	Texas State Sales Tax	\$ 86,000.00	\$ 86,000.00
SUBTOTAL FOR SALES TAX					\$ 86,000.00
CONSTRUCTION STAKING					
37	1	LS	Construction Staking	\$ 19,000.00	\$ 19,000.00
SUBTOTAL FOR CONSTRUCTION STAKING					\$ 19,000.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS					
38	1	LS	Construction Materials Testing	\$ 32,000.00	\$ 32,000.00
SUBOTAL FOR MISCELLANEOUS					\$ 32,000.00
TOTAL BID PRICE FOR STREET, DRAINAGE, EROSION/SEDIMENTATION CONTROLS, SALES TAX, CONSTRUCTION STAKING & MISC. IMPRVMTS.					\$ 986,164.00

Fred C. Lockwood
11/06/19



STATE OF TEXAS
FRED C. LOCKWOOD
50141
REGISTERED PROFESSIONAL ENGINEER

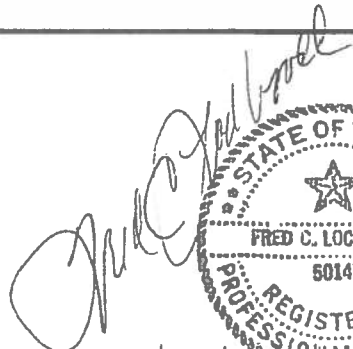
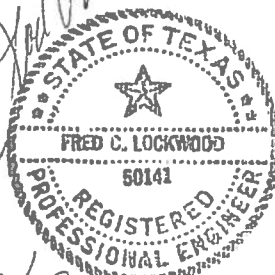
**OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 302
WATER & SEWER IMPROVEMENTS
11/6/2019
RA0154.000.0**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
WATER IMPROVEMENTS					
1	150	LF	Pipe (PVC DR 14, C-900), 4" Diameter	\$ 40.00	\$ 6,000.00
2	5,100	LF	Pipe (PVC DR 14, C-900), 8" Diameter	\$ 50.00	\$ 255,000.00
3	10	EA	Double Water Service, Short	\$ 2,300.00	\$ 23,000.00
4	8	EA	Double Water Service, Long	\$ 3,300.00	\$ 26,400.00
5	1	EA	Single Water Service, Short	\$ 1,800.00	\$ 1,800.00
6	3	EA	Single Water Service, Long	\$ 2,800.00	\$ 8,400.00
7	4	EA	2" Automatic Air Release/Vacuum Valve	\$ 3,900.00	\$ 15,600.00
7	1	EA	6" x 3" Pressure Reducing Valve	\$ 8,000.00	\$ 8,000.00
8	2	EA	4" Gate Valve	\$ 800.00	\$ 1,600.00
9	8	EA	8" Gate Valve	\$ 1,100.00	\$ 8,800.00
10	1	EA	Fire Hydrant Assembly	\$ 5,000.00	\$ 5,000.00
11	1	EA	Water Tie-In	\$ 800.00	\$ 800.00
12	3	EA	Flushing Assembly	\$ 3,000.00	\$ 9,000.00
13	3	EA	Temporary Blow-Off	\$ 2,500.00	\$ 7,500.00
14	60	LF	Sleeves, 15" Diameter	\$ 30.00	\$ 1,800.00
15	1	LS	Ductile Iron Fittings	\$ 10,000.00	\$ 10,000.00
16	1	LS	Trench Safety, approx. 5,250 LF	\$ 2,500.00	\$ 2,500.00
SUBTOTAL FOR WATER IMPROVEMENTS					\$ 391,200.00

LOW PRESSURE SEWER IMPROVEMENTS

17	3320	LF	Sewer Pipe, 3" Diameter	\$	46.00	\$	152,720.00
18	990	LF	Sewer Pipe, 2.5" Diameter	\$	42.00	\$	990.00
19	1	EA	Existing System Connection	\$	600.00	\$	600.00
20	6	EA	Double Sewer Service, Long	\$	2,600.00	\$	15,600.00
21	4	EA	Single Sewer Service, Long	\$	2,300.00	\$	9,200.00
22	7	EA	Double Sewer Service, Short	\$	2,100.00	\$	14,700.00
23	6	EA	Single Sewer Service, Short	\$	1,800.00	\$	10,800.00
24	2	EA	Cleanout (end-of-line), 2.5"	\$	1,800.00	\$	3,600.00
25	2	EA	Cleanout (in-line), 2.5"	\$	1,600.00	\$	3,200.00
26	7	EA	Cleanout (in-line), 3"	\$	2,100.00	\$	14,700.00
27	3	EA	2" Automatic Air/Vacuum Valve	\$	1,500.00	\$	4,500.00
28	2	EA	2.5" Gate Valve	\$	1,200.00	\$	2,400.00
29	2	EA	3" Gate Valve	\$	1,500.00	\$	3,000.00
30	60	LF	Sleeves	\$	20.00	\$	1,200.00
31	1	LS	Fittings	\$	3,500.00	\$	3,500.00
32	1	LS	Trench Safety, approx. 4,300 LF	\$	4,300.00	\$	4,300.00

SUBTOTAL FOR LOW PRESSURE SEWER IMPROVEMENTS**\$ 245,010.00****TOTAL BID PRICE FOR WATER & SEWER IMPROVEMENTS****\$ 636,210.00**


11/06/19




KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Approve Letter of Credit Cordillera Ranch Unit 302
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 approval of Letters of Credit for Cordillera Ranch, Final Plat Unit 302 in the amount of \$641,004.00 for construction of roads and drainage and \$352,810 for water and sewer improvements (CR/KWW Partnership, Ltd.)
REASON FOR AGENDA ITEM	The Letters of Credit reflect the engineer's estimate of incomplete work on the project. The engineer's estimate was reviewed and approved by Kendall County.
WHO WILL THIS AFFECT?	Pct # 3
ADDITIONAL INFORMATION	None



February 1, 2021

Irrevocable Letter of Credit No.: 1130
Amount: \$641,004.00
Issue Date: February 1, 2021
Expiration Date: February 4, 2022

Beneficiary:

Name: Kendall County Judge
Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.
Unit 302, Cordillera Ranch, Kendall County, Texas
Streets & Drainage Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1130 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Six Hundred Forty One Thousand Four Dollars and Zero Cents (\$641,004.00) expiring February 4, 2022 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 302 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1130 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the

PO Box 1079
Tyler, Texas 75710
903.531.7111
Member FDIC

Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

6. If this Letter of Credit is not extended or renewed by Southside Bank at least forty-five (45) days before the expiration date, then Beneficiary may give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

Southside Bank agrees that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to Southside Bank, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated. Drafts must be drawn and presented to Southside Bank by 5:00 p.m. on 02/04/2022. Drafts will be honored within seven (7) banking days of presentment. We agree that drafts drawn and presented in accordance with this letter of credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK

By: 

Name: Leigh Anne Rozell

Title: Senior Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
28 Cordillera Trace, Suite 4
Boerne, TX 78006



February 1, 2021

Irrevocable Letter of Credit No.: 1129
Amount: \$352,810.00
Issue Date: February 1, 2021
Expiration Date: February 4, 2022

Beneficiary:

Name: Kendall County Judge

Beneficiary Address: 201 E. San Antonio, Boerne, Tx 78006

RE: CR/KWW Partnership, Ltd.
Unit 302, Cordillera Ranch, Kendall County, Texas
Water & Sewer Improvements

Southside Bank does hereby issue this Irrevocable Letter of Credit No. 1129 in Beneficiary's favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Three Hundred Fifty Two Thousand Eight Hundred Ten Dollars and Zero Cents (\$352,810.00) expiring February 4, 2022 at our counters available by payment against Beneficiary's draft at sight on Southside Bank (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR/KWW Partnership, Ltd., has failed to complete certain subdivision improvements consisting of water and wastewater improvements (the "Improvements") for Unit 302 within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Developer prior to the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this letter of credit must be marked "Drawn under Irrevocable Letter of Credit No. 1129 issued by Southside Bank".
3. Unless otherwise expressly stated herein, this letter of credit shall be governed by the Uniform Commercial Code as enacted in the State of Texas on the date of issuance and shall also, to the extent not inconsistent with such code be governed by the International Standby Practices ISP98 of the International Chamber of Commerce.
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the

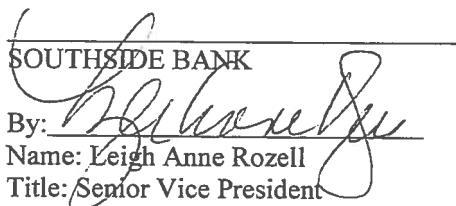
PO Box 1079
Tyler, Texas 75710
903.531.7111
Member FDIC

Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

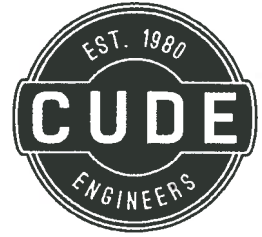
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7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

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Address of Issuer: 2510 W. Frank, Lufkin, TX 75904

SOUTHSIDE BANK
By: 
Name: Leigh Anne Rozell
Title: Senior Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
28 Cordillera Trace, Suite 4
Boerne, TX 78006



January 19, 2021

Rick Tobolka, P.E.
County Engineer
Kendall County, Texas
201 E. San Antonio St., Suite 200
Boerne, Texas 78006

Re: Cordillera Ranch, Unit 302
UPDATED Opinion of Probable Construction Costs for Letter of Credit Reduction

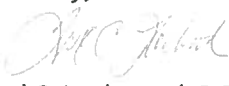
Dear Mr. Tobolka:

An updated opinion of probable construction costs for roadway, drainage, water, sewer and erosion/sedimentation controls for the referenced project is attached. The cost opinions are divided into two parts. One for the roadway, drainage and erosion/sedimentation controls, and one for the water and sewer. A letter of credit for each part was submitted and will expire soon. Each cost opinion contains the original costs and has two added columns, one for the percentage of each listed item that has been completed and one for the corresponding total remaining cost to complete each listed item.

Please review both updated cost opinions. The project owner desires to reduce the amount of the two existing letters of credit to the amount shown on the attached cost opinions.

Please contact me should you have any questions.

Sincerely,


Fred C. Lockwood, P.E.

Copy: Richard Chapman, Commissioner, Pct. 3
Mary Ellen Schulle, P.E.

Approval 1/20/2021

Richard J. Schulle

**UPDATED OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 302**

**STREET, DRAINAGE, E/S CONTROLS, SALES TAX,
CONSTRUCTION STAKING & MISCELLANEOUS
1/19/2021
RA0154.000.0**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	PERCENT COMPLETE	REVISED TOTAL
STREET IMPROVEMENTS							
1	1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00	75	\$ 8,750.00
2	9.35	AC	Preparing Right of Way	\$ 3,000.00	\$ 28,050.00	100	\$ -
3	7.85	AC	Right of Way Excavation and Embankment	\$ 15,000.00	\$ 117,750.00	100	\$ -
4	18,550	SY	Subgrade Preparation	\$ 1.00	\$ 18,550.00	40	\$ 11,130.00
5	16,650	SY	Flexible Base, 10" Thick	\$ 9.00	\$ 149,850.00	0	\$ 149,850.00
6	670	SY	Flexible Base, 8" Thick	\$ 8.20	\$ 5,494.00	0	\$ 5,494.00
7	400	LF	Concrete Roll Curb	\$ 18.00	\$ 7,200.00	0	\$ 7,200.00
8	17,300	SY	Hot Mix Asphaltic Concrete, 1.5" Thick	\$ 8.00	\$ 138,400.00	0	\$ 138,400.00
9	1	LS	Pavement Markings	\$ 18,000.00	\$ 18,000.00	0	\$ 18,000.00
10	1,025	LF	Metal Beam Guard Fence	\$ 30.00	\$ 30,750.00	0	\$ 30,750.00
11	3	EA	End-of-Road Barricade	\$ 2,400.00	\$ 7,200.00	0	\$ 7,200.00
12	9	EA	Roadway Signs	\$ 850.00	\$ 7,650.00	0	\$ 7,650.00
13	1	LS	Spoils Disposal	\$ 20,000.00	\$ 20,000.00	90	\$ 2,000.00
SUBTOTAL FOR STREET IMPROVEMENTS					\$ 583,894.00		\$ 386,424.00
TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS							
14	1.10	AC	Preparing Right of Way	\$ 3,000.00	\$ 3,300.00	100	\$ -
15	0.70	AC	Right of Way Excavation and Embankment	\$ 10,000.00	\$ 7,000.00	100	\$ -
16	3,400	SY	Subgrade Preparation	\$ 1.00	\$ 3,400.00	100	\$ -
17	3,100	SY	Flexible Base, 6" Thick	\$ 7.50	\$ 23,250.00	0	\$ 23,250.00
18	80	LF	CMP, 15" Diameter	\$ 180.00	\$ 14,400.00	0	\$ 14,400.00
19	2	EA	Concrete Rip Rap for 15" CMP	\$ 4,500.00	\$ 9,000.00	0	\$ 9,000.00
SUBTOTAL FOR TEMPORARY ALL-WEATHER ACCESS ROADWAY IMPROVEMENTS					\$ 60,350.00		\$ 46,650.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	PERCENT COMPLETE	REVISED TOTAL
DRAINAGE IMPROVEMENTS							
20	50	LF	CMP, 18" Diameter	\$ 60.00	\$ 3,000.00	100	\$ -
							\$ -
21	63	LF	CMP, 30" Diameter	\$ 90.00	\$ 5,670.00	100	\$ -
							\$ -
22	71	LF	CMP, 36" Diameter	\$ 100.00	\$ 7,100.00	100	\$ -
							\$ -
23	720	LF	CMP, 42" Diameter	\$ 120.00	\$ 86,400.00	80	\$ 17,280.00
							\$ -
24	255	LF	CMP, 72" Diameter	\$ 150.00	\$ 38,250.00	100	\$ -
							\$ -
25	2	EA	10' Concrete Inlet	\$ 8,000.00	\$ 16,000.00	100	\$ -
							\$ -
26	80	CY	Flowable Fill for Storm Line 'DD'	\$ 100.00	\$ 8,000.00	100	\$ -
							\$ -
27	2	EA	Concrete Rip Rap for 36" CMP	\$ 4,500.00	\$ 9,000.00	0	\$ 9,000.00
							\$ -
28	1	EA	Concrete Rip Rap for 42" CMP	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00
							\$ -
29	4	EA	Concrete Rip Rap for 72" CMP	\$ 6,000.00	\$ 24,000.00	0	\$ 24,000.00
							\$ -
30	1	LS	Trench Safety, approx. 854 LF	\$ 2,500.00	\$ 2,500.00	90	\$ 250.00
SUBTOTAL FOR DRAINAGE IMPROVEMENTS					\$ 204,920.00		\$ 55,530.00
EROSION/SEDIMENTATION CONTROLS							
31	6100	LF	Silt Fence	\$ 4.00	\$ 24,400.00	100	\$ -
							\$ -
32	120	LF	Rock Berm	\$ 35.00	\$ 4,200.00	100	\$ -
							\$ -
33	1,900	CY	Top Soil Hauling and Placement	\$ 20.00	\$ 38,000.00	0	\$ 38,000.00
							\$ -
34	18,000	SF	Geotextile in Ditches	\$ 2.00	\$ 36,000.00	0	\$ 36,000.00
							\$ -
35	1	EA	Stabilized Construction Entrance	\$ 1,500.00	\$ 1,500.00	100	\$ -
SUBTOTAL FOR EROSION/SEDIMENTATION CONTROLS					\$ 104,100.00		\$ 74,000.00
SALES TAX							
36	1	LS	Texas State Sales Tax	\$ 86,000.00	\$ 86,000.00	40	\$ 51,600.00
SUBTOTAL FOR SALES TAX					\$ 86,000.00		\$ 51,600.00
CONSTRUCTION STAKING							
37	1	LS	Construction Staking	\$ 19,000.00	\$ 19,000.00	60	\$ 7,600.00
SUBTOTAL FOR CONSTRUCTION STAKING					\$ 19,000.00		\$ 7,600.00

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	PERCENT COMPLETE	REVISED TOTAL
MISCELLANEOUS							
38	1	LS	Construction Materials Testing	\$ 32,000.00	\$ 32,000.00	40	\$ 19,200.00
SUBOTAL FOR MISCELLANEOUS					\$ 32,000.00		\$ 19,200.00
TOTAL BID PRICE FOR STREET, DRAINAGE, EROSION/SEDIMENTATION CONTROLS, SALES TAX, CONSTRUCTION STAKING & MISC. IMPRVMTS.					\$ 986,164.00		\$ 641,004.00

Fred C. Lockwood



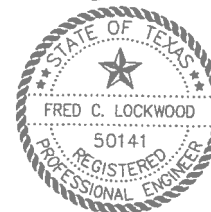
2021-01-19

UPDATED OPINION OF PROBABLE CONSTRUCTION COSTS
CORDILLERA RANCH - UNIT 302
WATER & SEWER IMPROVEMENTS
1/19/2021
RA0154.000.0

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	PERCENT COMPLETE	REVISED TOTAL
WATER IMPROVEMENTS							
2	5,100	LF	Pipe (PVC DR 14, C-900), 8" Diameter	\$ 50.00	\$ 255,000.00	100	\$ -
3	10	EA	Double Water Service, Short	\$ 2,300.00	\$ 23,000.00	0	\$ 23,000.00
4	8	EA	Double Water Service, Long	\$ 3,300.00	\$ 26,400.00	0	\$ 26,400.00
5	1	EA	Single Water Service, Short	\$ 1,800.00	\$ 1,800.00	0	\$ 1,800.00
6	3	EA	Single Water Service, Long	\$ 2,800.00	\$ 8,400.00	0	\$ 8,400.00
7	4	EA	2" Automatic Air Release/Vacuum Valve	\$ 3,900.00	\$ 15,600.00	0	\$ 15,600.00
7	1	EA	6" x 3" Pressure Reducing Valve	\$ 8,000.00	\$ 8,000.00	0	\$ 8,000.00
8	2	EA	4" Gate Valve	\$ 800.00	\$ 1,600.00	100	\$ -
9	8	EA	8" Gate Valve	\$ 1,100.00	\$ 8,800.00	100	\$ -
10	1	EA	Fire Hydrant Assembly	\$ 5,000.00	\$ 5,000.00	0	\$ 5,000.00
11	1	EA	Water Tie-In	\$ 800.00	\$ 800.00	0	\$ 800.00
12	3	EA	Flushing Assembly	\$ 3,000.00	\$ 9,000.00	0	\$ 9,000.00
13	3	EA	Temporary Blow-Off	\$ 2,500.00	\$ 7,500.00	0	\$ 7,500.00
14	60	LF	Sleeves, 15" Diameter	\$ 30.00	\$ 1,800.00	0	\$ 1,800.00
15	1	LS	Ductile Iron Fittings	\$ 10,000.00	\$ 10,000.00	95	\$ 500.00
16	1	LS	Trench Safety, approx. 5,250 LF	\$ 2,500.00	\$ 2,500.00	100	\$ -
SUBTOTAL FOR WATER IMPROVEMENTS					\$ 391,200.00		\$ 107,800.00

LOW PRESSURE SEWER IMPROVEMENTS							
17	3320	LF	Sewer Pipe, 3" Diameter	\$ 46.00	\$ 152,720.00	0	\$ 152,720.00
18	990	LF	Sewer Pipe, 2.5" Diameter	\$ 42.00	\$ 990.00	0	\$ 990.00
19	1	EA	Existing System Connection	\$ 600.00	\$ 600.00	0	\$ 600.00
20	6	EA	Double Sewer Service, Long	\$ 2,600.00	\$ 15,600.00	0	\$ 15,600.00
21	4	EA	Single Sewer Service, Long	\$ 2,300.00	\$ 9,200.00	0	\$ 9,200.00
22	7	EA	Double Sewer Service, Short	\$ 2,100.00	\$ 14,700.00	0	\$ 14,700.00
23	6	EA	Single Sewer Service, Short	\$ 1,800.00	\$ 10,800.00	0	\$ 10,800.00
24	2	EA	Cleanout (end-of-line), 2.5"	\$ 1,800.00	\$ 3,600.00	0	\$ 3,600.00
25	2	EA	Cleanout (in-line), 2.5"	\$ 1,600.00	\$ 3,200.00	0	\$ 3,200.00
26	7	EA	Cleanout (in-line), 3"	\$ 2,100.00	\$ 14,700.00	0	\$ 14,700.00
27	3	EA	2" Automatic Air/Vacuum Valve	\$ 1,500.00	\$ 4,500.00	0	\$ 4,500.00
28	2	EA	2.5" Gate Valve	\$ 1,200.00	\$ 2,400.00	0	\$ 2,400.00
29	2	EA	3" Gate Valve	\$ 1,500.00	\$ 3,000.00	0	\$ 3,000.00
30	60	LF	Sleeves	\$ 20.00	\$ 1,200.00	0	\$ 1,200.00
31	1	LS	Fittings	\$ 3,500.00	\$ 3,500.00	0	\$ 3,500.00
32	1	LS	Trench Safety, approx. 4,300 LF	\$ 4,300.00	\$ 4,300.00	0	\$ 4,300.00
SUBTOTAL FOR LOW PRESSURE SEWER IMPROVEMENTS				\$ 245,010.00		\$ 245,010.00	
TOTAL BID PRICE FOR WATER & SEWER IMPROVEMENTS				\$ 636,210.00		\$ 352,810.00	

Fred C. Lockwood



01/19/2021



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Request for Relief - Oakdale Addition Lot 1, Block 5
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 the setback requirements in accordance to Section 300.1100.7 of the Kendall County Development Rules and Regulations to allow detention facilities on the 3 proposed commercial lots to extend up to 40' into the building setback. Shawn Lovorn, Owner
REASON FOR AGENDA ITEM	Request for Relief - Oakdale Addition Lot 1, Block 5
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	A request for relief was granted on 12/28/20 for density, frontage, and setbacks. A public hearing was held on 12/28/20. No one was present to speak.

REQUEST FOR RELIEF (Variance)

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

1. Date 1/26/2021
2. Location of Property: 30 U.S. Hwy 87, Comfort, TX
Lot 1, Block 5, Oakdale addition, Kendall County
3. Name of Development (If Applicable): _____

4. Property Owner/Developer Name: LHL Investments, LLC
Member: Shawn Lovoren
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:
Section 304 - Commercial Setbacks Section 405 Drainage
Request any future detention pond to encroach on 50ft setback
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.
strict interpretation would limit and deter any
building on said lots.
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?
If the detention pond is not allowed in the setback
area, it will deprive the owner of their future
enjoyment as it will limit/prevent building on the land.

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

Allowing detention ponds in the setback area
will not be detrimental to the public's health,
safety or welfare in any way

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

The requested relief will have no effect
on the prevention of subdividing other land
in the area.



Signature

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Phone Number

Shawn Lovorn

Printed Name

1/26/2021

Date

PLAT REVISION

LOT 1, BLOCK 5, OAKDALE ADDITION, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 6, PAGES 143-144, KENDALL COUNTY DEED RECORDS.

CREATING LOTS 1A THROUGH 1F, OAKDALE ADDITION, KENDALL COUNTY, TEXAS.
SIX LOTS NO NEW ROADS

This Plat Revision of Lot 1, Block 5, Oakdale Addition, has been submitted to and considered by the Commissioners Court of Kendall County, Texas and is hereby approved by such court

Dated this _____ day of _____, 2021

By _____
County Judge

Commissioner, Pct. # 1

Commissioner, Pct. # 2

Commissioner, Pct. # 3

Commissioner, Pct. # 4



The Engineering Consultant, County Engineer or Project Engineer of Kendall County, Texas, has reviewed this subdivision plat for conformance to all requirements of the Kendall County Development Rules and Regulations

Engineer

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

James E. Schwarz
Registered Professional
Land Surveyor No. 4760



STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared James E. Schwarz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____, 2021

Notary Public In and For
The State of Texas

STATE OF TEXAS
COUNTY OF KENDALL

I, _____, COUNTY CLERK OF SAID COUNTY, DO
HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS
CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE
____ DAY OF _____, A.D. 2021, AT _____ M. IN THE RECORDS OF
PLATS OF SAID COUNTY, IN BOOK VOLUME _____, PAGE _____.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME _____, PAGE
____, KENDALL COUNTY OFFICIAL RECORDS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF
OFFICE THIS _____ DAY OF _____, A.D. 2021.

COUNTY CLERK,
KENDALL COUNTY, TEXAS

UTILITY EASEMENTS

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10') of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of this subdivision, and twenty feet (20') along the outer boundaries of all streets, alleys, boulevards, lanes, and roads where subdivision lines or lots of individual tracts are deeded to the center line of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

STATE OF TEXAS
COUNTY OF KENDALL

The owner of the land identified by subdivision plat reference recorded in the volume and page numbers shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from actual surveys on the ground and dedicates to the use of the public forever all streets, alleys, parks, water courses, drain easements and public places thereon shown for the purpose and consideration therein expressed.

LLLL Investments LLC
by Shawn Lovorn, Managing Member
302 Harvest Garden
Boerne, TX 78006

STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Shawn Lovorn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public In and For
The State of Texas

TxDOT Notes

- (1) For residential development directly adjacent to State right-of-way, the Developer shall be responsible for adequate setback and/or sound abatement measures for future noise mitigation.
- (2) Owner/Developer is responsible for preventing any adverse impact to the existing drainage system within the highway right-of-way.
- (3) Maximum access points to State highway from this property will be regulated as directed by "Regulations for Access Driveways to State Highways". This property is eligible for a maximum combined total of one access point along US Highway 87 based on overall platted highway frontage of approximately 407.94 feet.
- (4) If sidewalks are required by appropriate City ordinance, a sidewalk permit must be approved by TxDOT prior to construction within State right-of-way. Locations of sidewalks within State right of way shall be as directed by TxDOT.
- (5) Any traffic control measures (left-turn lane, right-turn lane signal, etc.) for any access fronting a state maintained roadway shall be the responsibility of the developer/owner.

Notes

1. This tract lies within Zone X (area determined to be outside the 0.2% annual chance flood plain as shown on FIRM Panel 144 48256C0235F dated December 17, 2010).
2. Lots 1A, 1B and 1C are restricted to residential use only. Building setbacks from this property lines for these lots are as follows: 30 foot front and rear, 16 foot sides.
3. Lots 1D, 1E and 1F are restricted to commercial use only. Building setbacks from the property lines for these lots are as follows: 50 foot front and rear, 16 foot sides.
4. This area is within the Comfort Independent School District.
5. This area is not within the ETJ of any incorporated municipality.
6. Telephone service provided by Hill Country Telephone Coop.
7. Electric service provided by Bandera Electric Cooperative.
8. Water and sewer service provided by Kendall County WCID.
9. Each developer of Lots 1D, 1E and 1F shall submit to the County Development office for approval a study addressing storm water runoff from the lots as required by County Regulation 405.1600. Storm water detention may be required.
10. Kendall County Commissioners Court granted a request for relief to certain requirements of the Kendall County Development Rules and Regulations including density, frontage, residential setbacks and commercial setbacks on December 28, 2020.
11. Kendall County Commissioners Court granted a request for relief to certain requirements of the Kendall County Development Rules and Regulations to allow detention ponds on Lots 1D, 1E and 1F to encroach up to 40' into the building setback on Feb. 8, 2021.
12. No manufactured housing will be allowed on any lot in this development.
13. There are no existing restrictions on this property.

Schwarz
Land Surveying &
Development, Inc.

723 NORTH MAIN, BOERNE, TEXAS 78006
PHONE: (512) 816-0857 Mobile FAX: (512) 816-8448
FIRM LICENSE NO. 18133600

Prepared: January 11, 2021
Revised: January 24, 2021
Revised: January 30, 2021

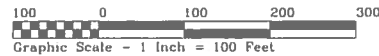
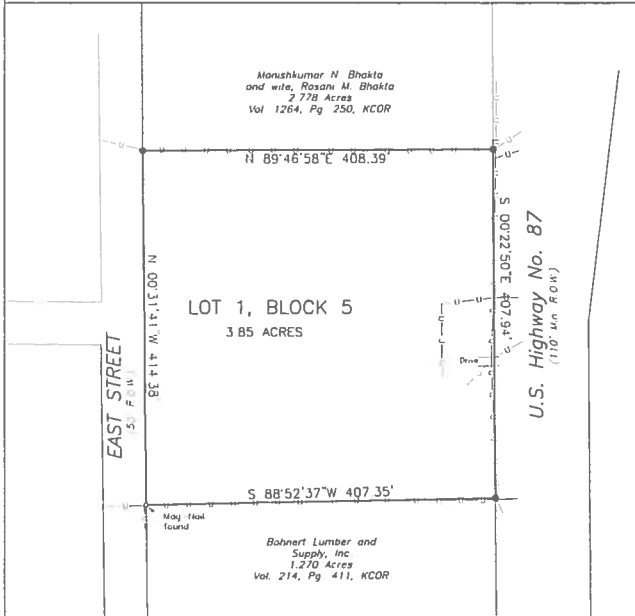
Job No. 20-155

PLAT REVISION

LOT 1, BLOCK 5, OAKDALE ADDITION, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 6, PAGES 143-144, KENDALL COUNTY DEED RECORDS.

CREATING LOTS 1A THROUGH 1F, OAKDALE ADDITION, KENDALL COUNTY, TEXAS.
SIX LOTS
NO NEW ROADS

EXISTING

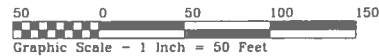
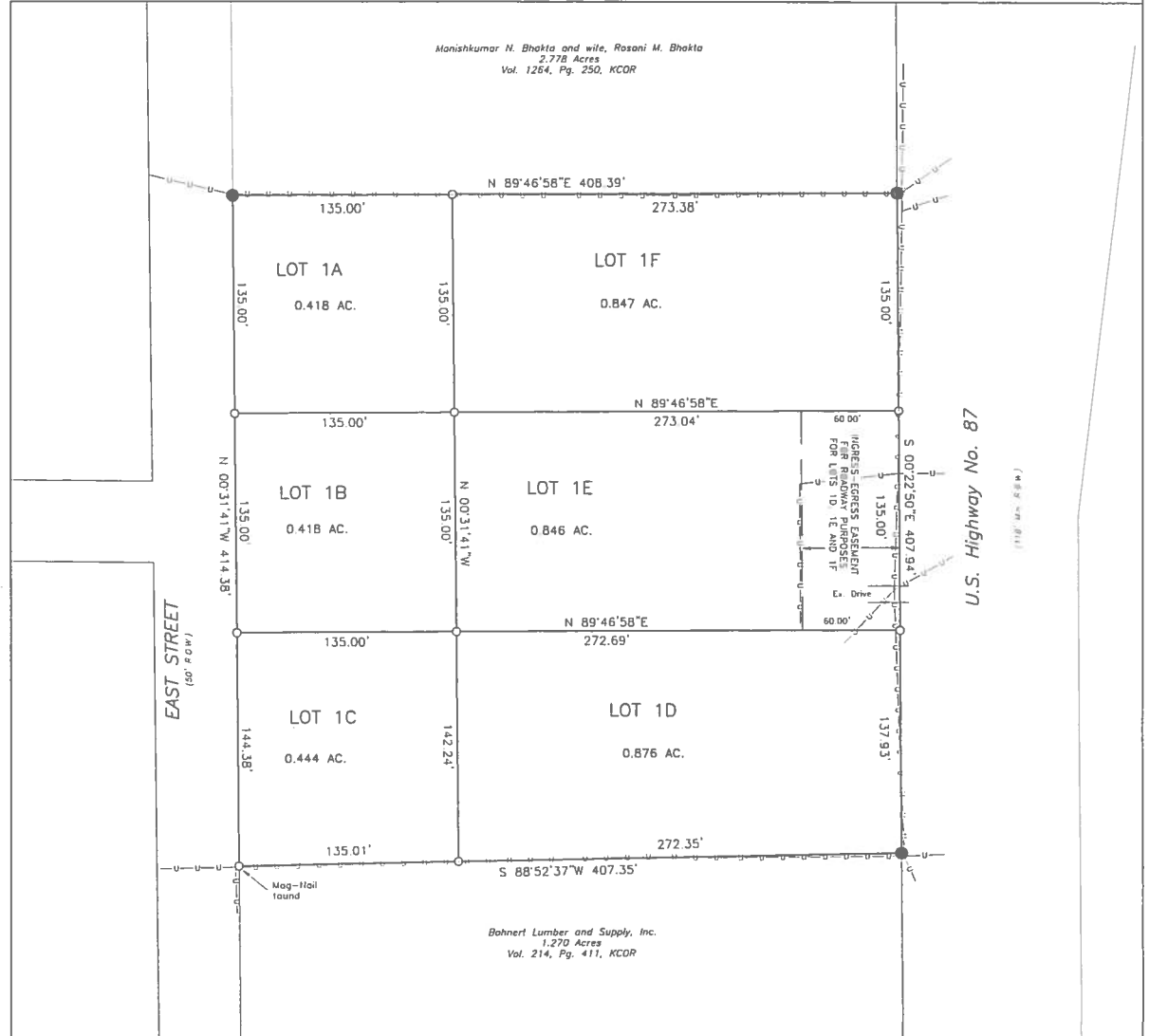


- Notes:**
1. indicates 1/2" steel rod set with a red plastic cap stamped "Schwarz" 4360, unless otherwise noted
 2. indicates 1/2" steel rod found
 3. LDR = Kendall County Deed Records
 4. KCR = Kendall County Official Records
 5. LPH = Kendall County Plat Records
 6. This bearing, used as the bearing base for this survey based on Texas State Plane Coordinate System, South Central Zone 4204 (NAD83)
 7. --- indicates unrecorded utility line

EASEMENT NOTE
The Egress-Egress Easement for Roadway Purposes shown herein is for vehicular and pedestrian access to: U.S. Highway 87 for Lots 1D, 1E and 1F, Oakdale Addition.



REVISED



Prepared: January 11, 2021
Revised: January 24, 2021
Revised: January 30, 2021

Job No. 20-155



Schwarz
Land Surveying &
Development, Inc.

723 NORTH MAIN, BOERNE, TEXAS 78006
PHONE: (817) 818-0887 FAX: (817) 884-6648
FIRM LICENSE NO. 19132800



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Plat Revision - Oakdale Addition Lot 1, Block 5
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 approval of a plat revision of Oakdale Addition Lot 1, Block 5, Kendall County, Texas in accordance to Section 209 of the Kendall County Development Rules and Regulations. The proposed plat revision would create 3 residential lots and 3 commercial lots out of a parent tract of 3.85 acres. Relief was granted on 12/28/20 for density, frontage, and setbacks. A public hearing was held on 12/28/20. No one was present to speak on the proposed plat revision. Shawn Lovorn, Owner
REASON FOR AGENDA ITEM	Plat Revision - Oakdale Addition Lot 1, Block 5
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	None

PLAT REVISION

LOT 1, BLOCK 5, OAKDALE ADDITION, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 6, PAGES 143-144, KENDALL COUNTY DEED RECORDS.

CREATING LOTS 1A THROUGH 1F, OAKDALE ADDITION, KENDALL COUNTY, TEXAS.
SIX LOTS NO NEW ROADS

This Plat Revision of Lot 1, Block 5, Oakdale Addition, has been submitted to and considered by the Commissioners Court of Kendall County, Texas and is hereby approved by such court.

Dated this _____ day of _____, 2021

By _____
County Judge

Commissioner, Pct. # 1

Commissioner, Pct. # 2

Commissioner, Pct. # 3

Commissioner, Pct. # 4



The Engineering Consultant, County Engineer or Project Engineer of Kendall County, Texas, has reviewed this subdivision plat for conformance to all requirements of the Kendall County Development Rules and Regulations.

Engineer _____

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

James E. Schwarz
Registered Professional
Land Surveyor No. 4760



STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared James E. Schwarz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public In and For
The State of Texas

STATE OF TEXAS
COUNTY OF KENDALL

I, _____, COUNTY CLERK OF SAID COUNTY, DO

HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 2021, AT _____ M. IN THE RECORDS OF PLATS OF SAID COUNTY, IN BOOK VOLUME _____, PAGE _____.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME _____, PAGE _____, KENDALL COUNTY OFFICIAL RECORDS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF

OFFICE THIS _____ DAY OF _____, A.D. 2021.

COUNTY CLERK,
KENDALL COUNTY, TEXAS

UTILITY EASEMENTS

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10') of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of this subdivision, and twenty feet (20') along the outer boundaries of all streets, alleys, boulevards, lanes, and roads where subdivision lines or lots of individual tracts are devoted to the center line of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut off trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

STATE OF TEXAS
COUNTY OF KENDALL

The owner of the land identified by subdivision plat reference recorded in the volume and page numbers shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from actual surveys on the ground and dedicates to the use of the public forever all streets, alleys, parks, water courses, drain easements and public places thereon shown for the purpose and consideration therein expressed.

LLLI Investments LLC
by Shawn Lovorn, Managing Member
302 Harvest Garden
Boerne, TX 78006

STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Shawn Lovorn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public In and For
The State of Texas

TXDOT Notes:

- (1) For residential development directly adjacent to State right-of-way, the Developer shall be responsible for adequate setback and/or sound abatement measures for future noise mitigation.
- (2) Owner/Developer is responsible for preventing any adverse impact to the existing drainage system within the highway right-of-way.
- (3) Maximum access points to State highway from this property will be regulated as directed by "Regulations for Access Driveways to State Highways". This property is eligible for a maximum combined total of one access point along US Highway 87 based on overall platted highway frontage of approximately 407.94 feet.
- (4) If sidewalks are required by appropriate City ordinance, a sidewalk permit must be approved by TxDOT, prior to construction within State right-of-way. Locations of sidewalks within State right of way shall be as directed by TxDOT.
- (5) Any traffic control measures (left-turn lane, right-turn lane signal, etc.) for any access fronting a state maintained roadway shall be the responsibility of the developer/owner.

Notes:

1. This tract lies within Zone X (area determined to be outside the 0.2% annual chance flood plain as shown on FEMA Flood No. 483530235F dated December 17, 2010).
2. Lots 1A, 1B and 1C are restricted to residential use only. Building setbacks from the property lines for these lots are as follows: 30 foot front and rear, 16 foot sides.
3. Lots 1D, 1E and 1F are restricted to commercial use only. Building setbacks from the property lines for these lots are as follows: 50 foot front and rear, 16 foot sides.
4. This area is within the Comfort Independent School District.
5. This area is not within the ETJ of any incorporated municipality.
6. Telephone service provided by Hill Country Telephone Coop.
7. Electric service provided by Eastern Electric Cooperative.
8. Water and sewer service provided by Kendall County WCD 1.
9. Each developer of Lots 1D, 1E and 1F shall submit to the County Development office for approval a study addressing storm water runoff from the site as required by County Regulation 405.1600. Storm water detention may be required.
10. Kendall County Commissioners Court granted a request for relief to certain requirements of the Kendall County Development Rules and Regulations including density, frontage, residential setbacks and commercial setbacks on December 28, 2020.
11. Kendall County Commissioners Court granted a request for relief to certain requirements of the Kendall County Development Rules and Regulations to allow detention ponds on Lots 1D, 1E and 1F to encroach up to 40' into the building setback on Feb. 6, 2021.
12. No manufactured housing will be allowed on any lot in this development.
13. There are no existing restrictions on this property.



723 NORTH MAIN, BOERNE, TEXAS 78006
PHONE: (830) 910-8887 MOBILE: (830) 884-0448
FAX: (830) 884-0448
FIRM LICENSE NO. 18132860

Prepared: January 11, 2021
Revised: January 24, 2021
Revised: January 30, 2021

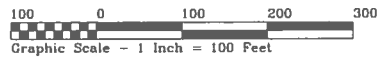
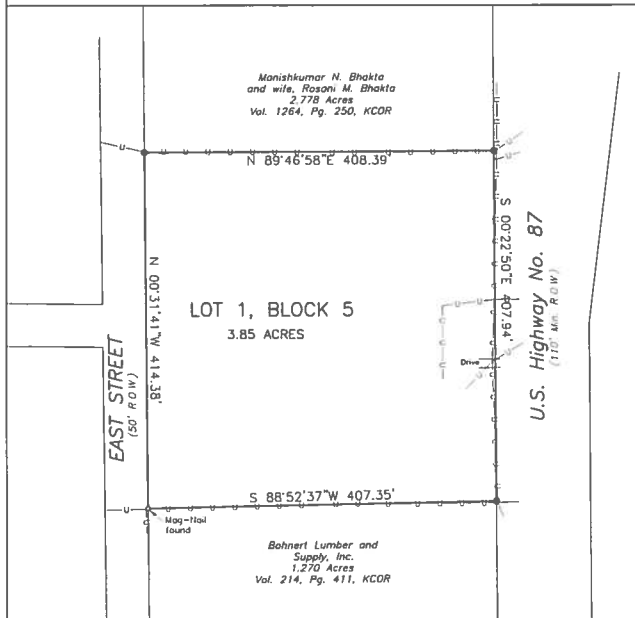
Job No. 20-155

PLAT REVISION

LOT 1, BLOCK 5, OAKDALE ADDITION, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 6, PAGES 143-144, KENDALL COUNTY DEED RECORDS.

CREATING LOTS 1A THROUGH 1F, OAKDALE ADDITION, KENDALL COUNTY, TEXAS.
SIX LOTS NO NEW ROADS

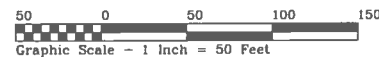
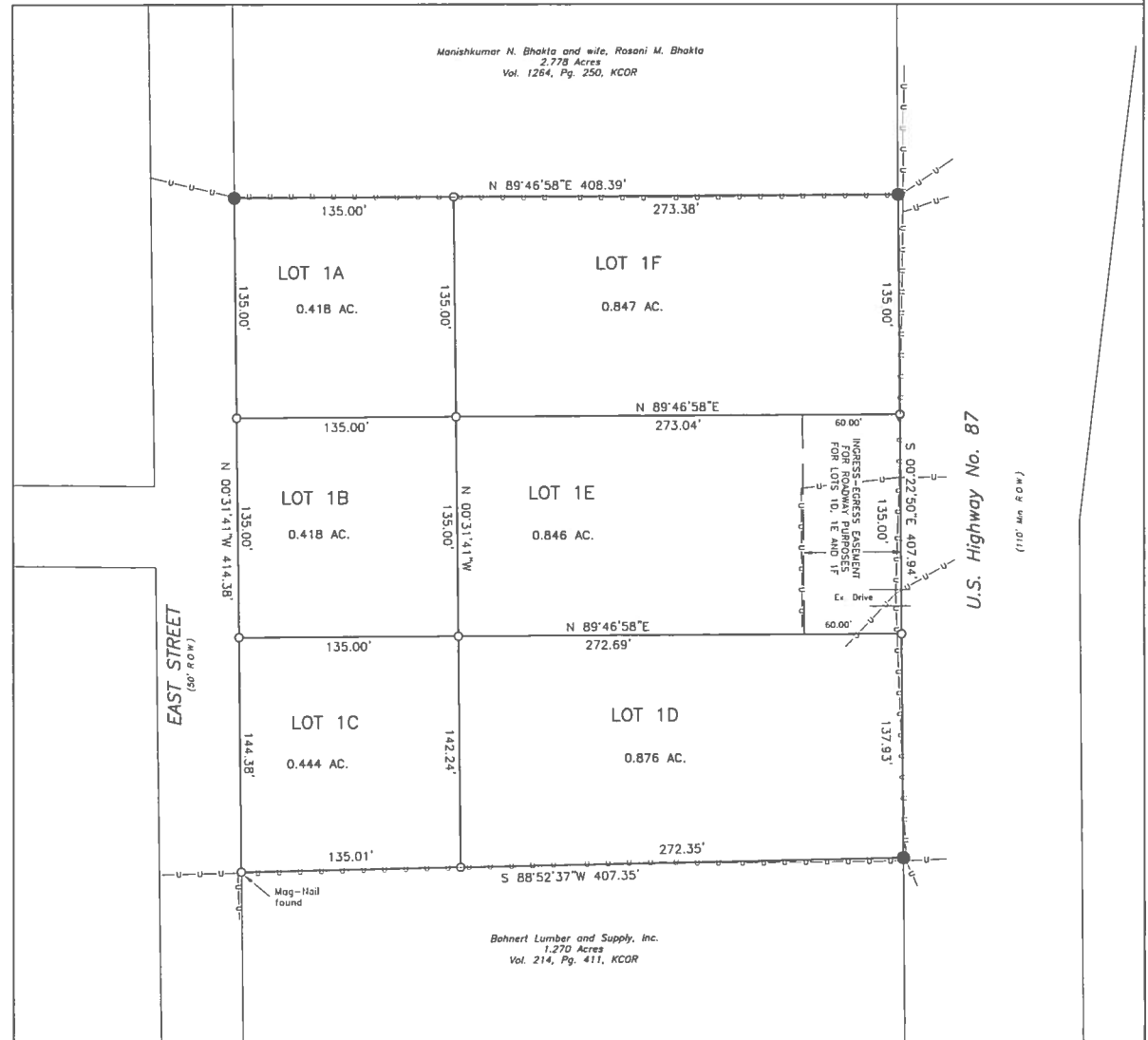
EXISTING



- Notes:
1. indicates 1/2" steel rod set with a red plastic cap stamped "Schwarz 4760", unless otherwise noted.
 2. indicates 1/2" steel rod found.
 3. KCOR = Kendall County Deed Records.
 4. KCOR = Kendall County Official Records.
 5. KCPR = Kendall County Plat Records.
 6. This bearing, used as the bearing base for this survey, based on Texas State Plane Coordinate System, South Central Zone 4204 (HADO3).
 7. —x—x— indicates overhead utility line.

EASEMENT NOTE
The Ingress-Egress Easement for Roadway Purposes shown herein is for vehicular and pedestrian access to U.S. Highway 87 for Lots 1D, 1E and 1F, Oakdale Addition.

REVISED



Prepared: January 11, 2021
Revised: January 24, 2021
Revised: January 30, 2021

Job No. 20-155



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 2/8/2021 OPEN SESSION	
SUBJECT	Application to the City of Boerne for a Demolition Permit
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 the submittal of a demolition permit to the City of Boerne for the removal of the facilities building and assigning authority to County Development Engineer Mary Ellen Schulle to sign the application on behalf of the County.
REASON FOR AGENDA ITEM	Application to the City of Boerne for a Demolition Permit
WHO WILL THIS AFFECT?	Courthouse campus
ADDITIONAL INFORMATION	Kendall County must obtain a demolition permit in order to remove the facilities building. Because the facilities building is more than 50 years old, the application includes approval from the City of Boerne Historical Landmark Commission in order to remove the building.