



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Paula Pfeiffer, Deputy Clerk
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for September 26, 2022.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	October 2022 Service Award
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Lessly Barajas Information Desk/Translator 5 Years
REASON FOR AGENDA ITEM	Recognize County employees for their service to the county
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
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	2 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 September 2022.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court October 11, 2022.

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 September 1, 2022 and September 30, 2022.

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
09/09/22	\$ 10.00	Marjorie Paroli & Heidi Poulton	Cash	Animal Control
09/14/22	\$ 50.00	Robert O'Connell	Cash	Animal Control
09/15/22	\$ 40.00	Gary Bosworth	Cash	Animal Control
09/17/22	\$ 50.00	Scott Tschirhart	Credit Card	Animal Control
09/23/22	\$ 100.00	Donna Dorie	Cash	Animal Control
09/24/22	\$ 50.00	Ashley James	Credit Card	Animal Control

Other Donations:

<u>Date</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Home-Delivered Meals Resolution
DEPARTMENT & PERSON MAKING REQUEST	Susie Allen, Rainbow Senior Center Development Director Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Resolution pertaining to the Rainbow Senior Center's application for grant funds from the Texas Department of Agriculture for home-delivered meals.
REASON FOR AGENDA ITEM	The Rainbow Senior Center wants to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County.
WHO WILL THIS AFFECT?	Those eligible for the services.
ADDITIONAL INFORMATION	None



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2023**

A resolution of the County of Kendall(County) Texas certifying that the county has made a grant to The Rainbow Senior Center(Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$2,872.00to be used between the:

1st of October 2022 and the 30th of September 2023

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 11th day of October, 2022.



Signature of Authorized Official of the County

Darrel L. Lux, County Judge

Typed Name and Title



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Domestic Violence Awareness Month - October
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Brooke House, Executive Director, Kendall County Women's Shelter Lori Houck, Executive Director, Transformation House
PHONE # OR EXTENSION #	830-249-9343, ext 212
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of October as Domestic Violence Awareness Month.
REASON FOR AGENDA ITEM	To bring awareness concerning domestic violence.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



Proclamation for Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, Kendall County Women's Shelter is the only emergency shelter center in Kendall County. Transformation House is the only transitional housing program in Kendall County. Both agencies provide safe shelter, critical advocacy, supportive services, and assistance to victims of domestic violence in efforts to move victims towards self-sufficiency and a life free from violence; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home;

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I do hereby proclaim the month of October to be Domestic Violence Awareness Month and urge all citizens to actively participate in scheduled activities and programs to work toward eradicating domestic violence, improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed this 11th day of October 2022.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

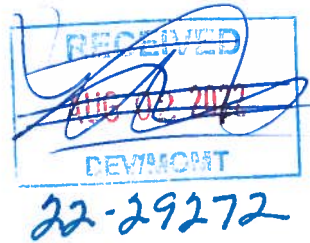
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code)
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	BURN BAN was lifted by Commissioners Court September 12, 2022.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Lost Valley Rd - Request for Relief
DEPARTMENT & PERSON MAKING REQUEST	Assistant County 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 road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations for Tract 1, a 20-acre tract recorded in document number 2021-359856. The proposed division would create a 6+ acre tract and a (+/-) 14 acre tract under the Family Division exception of Section 102.1000.2. Access to the proposed tracts would be over a proposed 60-foot wide easement for roadway purposes to an existing 50-foot wide ingress/egress easement (Lost Valley Rd) to Walnut Grove Rd. Jeremy and Ashleigh Holst (Blessed Hills, LLC) - Owners
REASON FOR AGENDA ITEM	Lost Valley Rd - Request for Relief
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	<p>Request for relief was approved by commissioners court on July 26, 2021 for road frontage and platting requirements for the creation of the 20-acre Tract 1.</p> <p>Request for relief was denied by commissioners court for road frontage and platting requirements for the creation of a 6+ acre tract and a (+/-) 14 acre tract out of Tract 1 on December 27, 2021.</p>

REQUEST FOR RELIEF (Variance)
From the Kendall County (KC) Development Rules and Regulations
(Section 106)



1. Date 09/01/2022
2. Location of Property: 41 LOST VALLEY ROAD
3. Name of Development (If Applicable): NONE
4. Property Owner/Developer Name: BLESSED HILLS, LLC – JEREMY HOLST
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:



Court order 12-12-2011C allows for family divisions to divide off of an easement so long as the easement is 60' wide to a state highway, county road, or road built to county standards.

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

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

The only access to our property is a 50' wide easement for road purposes recorded in Volume 345 pages 420-425, Kendall County, Official Records

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

Owner trying to create a 6.001 acre tract of land, to sell to a family member

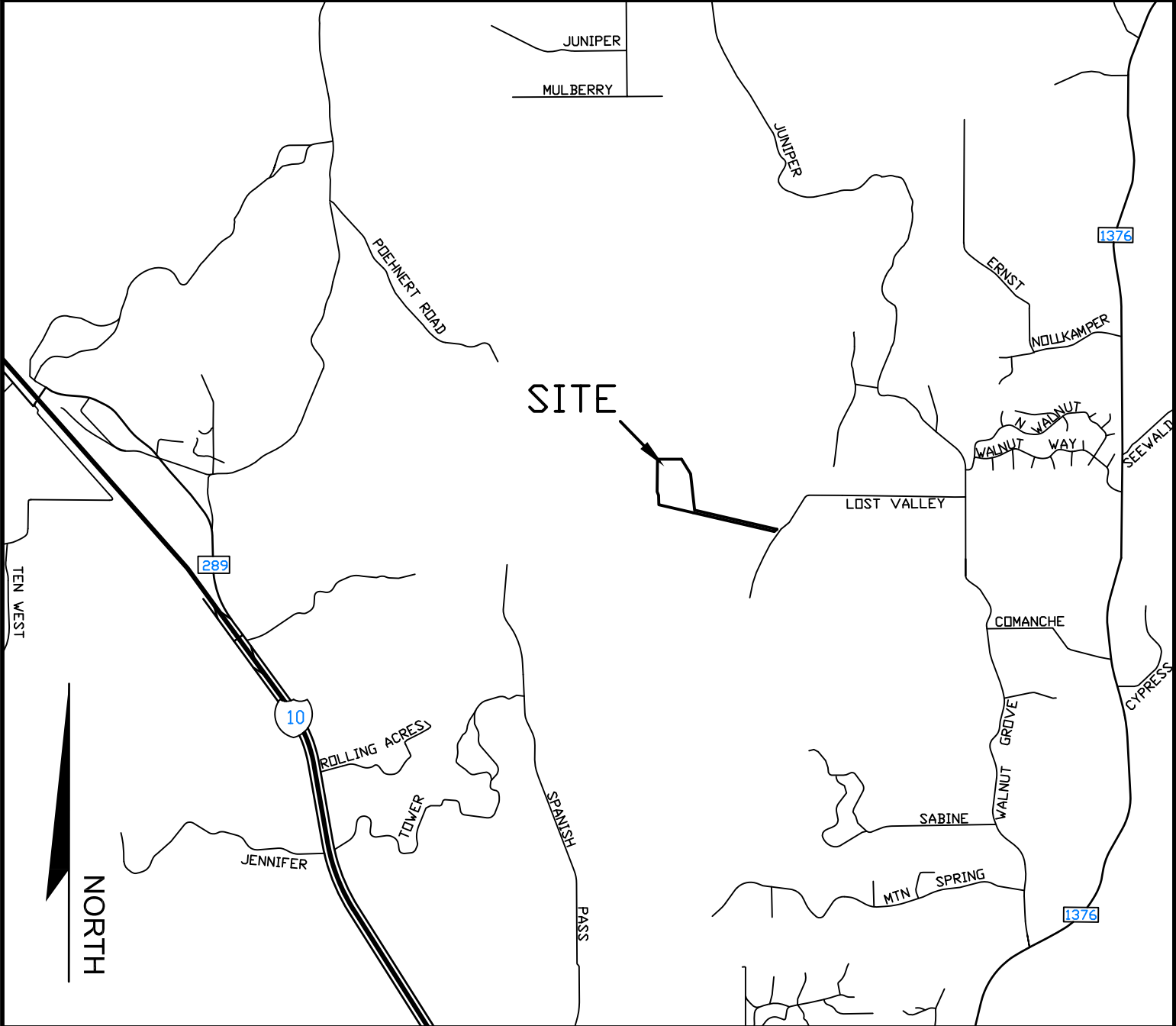
c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

Not to my knowledge

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

No. The easement will remain unchanged.

AFFIDAVIT OF LAND LOCATION



LOCATION MAP

WE, BLESSED HILLS, LLC, OWNERS, HEREBY AFFIRM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, OR LICENSED PROFESSIONAL ENGINEER, AND THAT IT DEPICTS TRACT 1, A 6.005 ACRE TRACT OF LAND, AND TRACT 2, A 13.995 ACRE TRACT OF LAND, SUCH BEING OUT OF THE J. SWEENEY SURVEY NO. 6, ABSTRACT NO. 433, THE R. MEADOWS SURVEY NO. 802, ABSTRACT NO. 1001, AND THE REINHARD SURVEY NO. 1118, ABSTRACT NO. 1259, KENDALL COUNTY, TEXAS..

PROPERTY WAS PREVIOUSLY DIVIDED AND REQUEST FOR RELIEF FROM ROAD FRONTAGE AND PLATTING REQUIREMENTS IN ACCORDANCE TO SECTIONS 101 AND 102 OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS GRANTED ON JULY 26, 2021.

THIS AFFIDAVIT WAS PREPARED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE TO SECTION 102.1000.2 OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS AND COURT ORDER 12-12-2011C REGARDING FAMILY DIVISION.

THIS PROPERTY CANNOT BE SOLD, GIVEN, OR OTHERWISE TRANSFERRED TO ANY PERSONS NOT RELATED TO THE GRANTOR WITHIN THE THIRD DEGREE OF CONSANGUINITY OR AFFINITY WITHOUT COMPLYING WITH THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS IN EFFECT AT THE TIME OF CONVEYANCE OR TRANSFER

THIS PROPERTY CANNOT BE FURTHER DIVIDED WITHOUT COMPLYING WITH THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS IN EFFECT AT THE TIME OF THE DIVISION

TRANSFER OR CONVEYANCE OF THE PROPERTY MUST INCLUDE THE CONVEYANCE OR TRANSFER OF THE EASEMENT FOR ROADWAY PURPOSES

BLESSED HILLS, LLC
JEREMY HOLST – MANAGING MEMBER

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2022.

"NOTARY PUBLIC, STATE OF TEXAS"

REVIEWED AND APPROVED BY _____

DATE _____ KENDALL COUNTY DEVELOPMENT MANAGEMENT

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

AFFIDAVIT OF LAND LOCATION

TRACT 1
6.005 ACRES
SEE PAGE
3 OF 3

TRACT 2
13.995 ACRES
SEE PAGE
3 OF 3

50' WIDE STRIP OF LAND FOR
ROAD EASEMENT PURPOSES
VOLUME 345 PAGES 420-425
OFFICIAL RECORDS

LOST VALLEY ROAD

50' WIDE STRIP INGRESS AND EGRESS FOR
ROAD EASEMENT PURPOSES
VOLUME 378 PAGES 99-104
CORRECTED IN VOLUME 1506
PAGE 509-515
OFFICIAL RECORDS

50' WIDE STRIP INGRESS AND EGRESS FOR
ROAD EASEMENT PURPOSES
VOLUME 378 PAGES 99-104
CORRECTED IN VOLUME 1506
PAGE 509-515
OFFICIAL RECORDS

50' WIDE STRIP INGRESS AND EGRESS FOR
ROAD EASEMENT PURPOSES
VOLUME 378 PAGES 99-104
CORRECTED IN VOLUME 1506
PAGE 509-515
OFFICIAL RECORDS



WALNUT GROVE

SCALE: 1" = 500'

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

AFFIDAVIT OF LAND LOCATION

RANDOLPH A. WISE AND CINDY L. WISE
VOLUME 502 PAGES 891-896
OFFICIAL RECORDS
REMAINING PORTION - 64.50 ACRES

J. SWEENEY
SURVEY NO. 6
ABSTRACT NO. 433

BOERNE ASSETS, LLC
DOCUMENT NO. 2020-350169
DESCRIBED IN DOCUMENT NO.
2021-351726
OFFICIAL RECORDS
REMAINING PORTION - 99.58 ACRES

LEGEND:

- BASE FLOOD ELEVATION LINE
- FIR FOUND 1/2" STEEL ROD
- SIR SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
- FRP FOUND 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
- FPS FOUND STEEL ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
- FMS FOUND STEEL ROD WITH AN ORANGE "MDS SURVEY" PLASTIC CAP

- NOTES:
- 1) BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
 - 2) THERE ARE NO WATER WELLS ON TRACT 1, A 6.005 ACRE TRACT OF LAND AND TRACT 2, A 13.995 ACRE TRACT OF LAND.
 - 3) THERE ARE NO SEPTIC SYSTEMS ON TRACT 1, A 6.005 ACRE TRACT OF LAND AND TRACT 2, A 13.995 ACRE TRACT OF LAND.
 - 4) ACRES NET REPRESENTS AREA OUTSIDE OF A SPECIAL FLOOD HAZARD AREA. THIS AREA WAS CALCULATED BY OVERLAYING THE FEMA KENDALL COUNTY DFIRM MAP. NO ELEVATIONS OR FLOOD STUDY WAS DONE TO VERIFY THE LOCATION OF THE DFIRM LINE.
 - 5) BASE FLOOD ELEVATIONS ARE ESTIMATED FROM DRAINAGE REPORT FOR GRECO'S LOST VALLEY, PREPARED BY CIVIL TECH, PLLC. DATED MAY 11, 2021

SCALE: 1" = 300'

NORTH

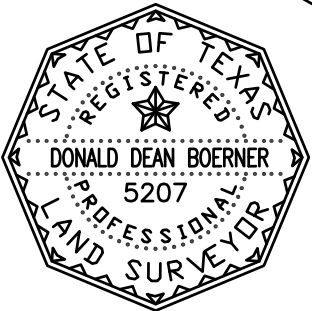
SPANISH PASS ESTATES, LTD.,
A TEXAS LIMITED PARTNERSHIP
VOLUME 1058 PAGES 612-625
OFFICIAL RECORDS
506.70 ACRES

W. MAGERS
SURVEY NO. 1117
ABSTRACT NO. 1261

JAMES A. HUDSON JR. AND
WINDY P. HUDSON
VOLUME 1568 PAGES 127-133
OFFICIAL RECORDS
19.76 ACRES

Z. BRUCE BOND
VOLUME 1123 PAGES 925-929
OFFICIAL RECORDS
0.24 ACRES

LIMITS OF DRAINAGE REPORT
FOR GRECO'S LOST VALLEY
PREPARED BY CIVIL TECH, PLLC.
DATED MAY 11, 2011



THOMAS BARRETT AND
SPOUSE, LISA BARRETT
DOCUMENT NO. 2021-361105
OFFICIAL RECORDS
10.001 ACRES

BOERNE ASSETS, LLC
DOCUMENT NO. 2020-350169
DESCRIBED IN DOCUMENT NO. 2021-351726
OFFICIAL RECORDS
REMAINING PORTION - 99.58 ACRES

LOT 1A
WASP CREEK ACRES - PART
OF LOTS 1 AND 2
VOLUME 9 PAGE 311
PLAT RECORDS

LIMITS OF DRAINAGE REPORT
FOR GRECO'S LOST VALLEY
PREPARED BY CIVIL TECH,
PLLCC. DATED MAY 11, 2011

R. MEADOWS
SURVEY NO. 802
ABSTRACT NO. 1001

LIMITS OF SPECIAL FLOOD
HAZARD AREA ZONE A AS
SHOWN ON FLOOD INSURANCE
RATE MAP NO. 48259C0275F
DATED DECEMBER 17, 2010.

50' WIDE STRIP INGRESS AND EGRESS
FOR ROAD EASEMENT PURPOSES
VOLUME 378 PAGES 99-104
CORRECTED IN VOLUME 1506
PAGE 509-515
OFFICIAL RECORDS

J. REINHARD
SURVEY NO. 1118
ABSTRACT NO. 1259

JOSEPH M. SARLI AND
WIFE, KAREN G. SARLI
VOLUME 493 PAGES 25-32
OFFICIAL RECORDS
50.036 ACRES

LINE	DISTANCE	BEARING
L1	202.60'	N 01°35'13" W
L2	85.31'	N 22°02'06" W

PLAT SHOWING: Tract 1, a 6.005 acre tract of land, and Tract 2, a 13.995 acre tract of land, out out of the J. Sweeney Survey No. 6, Abstract No. 433, and the R. Meadows Survey No. 802, Kendall County, Texas and being part of that certain 20.000 acre tract conveyed to BLESSED HILLS, LLC by deed recorded in Document No. 2021-365367, Official Records, Kendall County, Texas.

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

8. PUBLIC COMMENTS:

- Robert Imler spoke about a TABC permit request from a local event center.
- The following people spoke during item #13: Robert Imler, Alex Rudd, Lance Kyle, Brad Rockwell, Tom Adelstein, Harold Zuflacht, Steve Lea, Bob Benson.
- The following people spoke during item #14: Robert Imler, Lance Kyle, Brad Rockwell, Tom Adelstein, Bob Benson.

9. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the release of Letter of Credit for Cordillera Ranch, Final Plat, Unit 302 in the amount of \$641,004.00 for construction of roads and drainage.

Motion was made by Commissioner Chapman, seconded by Commissioner Durden, and carried by a vote of 5-0.

10. Discussion on Kendall County Brush Site Operation.

11. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the Plat Revision of Shadow Valley Ranch, Unit 4, Lot 62, Kendall County, Texas, in accordance to Section 209 of the Kendall County Development Rules and Regulations. The plat revision will create a 6.28-acre lot (Lot 62A-1) and a 7.7-acre lot (Lot 62A-2).

Motion was made by Commissioner Chapman, seconded by Commissioner Durden, and carried by a vote of 5-0.

12. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to deny the request for relief from road frontage and platting requirements for the proposed division of a 20-acre tract recorded in document number 2021-359856 into a 6-plus-acre tract and a (+/-) 14-acre tract (Jeremy and Ashleigh Holst, owners).

Motion was made by Commissioner Durden, seconded by Commissioner Chapman, and carried by a vote of 5-0.

13. THE STATE OF TEXAS

COUNTY OF KENDALL It is ordered by the Commissioners' Court of Kendall County, Texas, to grant the request for relief for various items of the Kendall County Development Rules and Regulations for approximately 80 acres of the Lily Ranch Subdivision. The approval of these variances provides the developer Kendall County input regarding these variances and enables the developer to proceed with the engineering and development of a preliminary or final plat. This approval will have no impact on the requirements necessary for the approval of the preliminary and/or final plat including the requirements of other jurisdictions, such as the City of San Antonio or SAWS (San Antonio Water System).

Motion was made by Commissioner Elkins, seconded by Commissioner Durden, and carried by a vote of 5-0.



KENDALL COUNTY COMMISSIONERS COURT
COPY AGENDA REQUEST

COMMISSIONER COURT DATE: 12/27/2021
OPEN SESSION

SUBJECT	Lost Valley Rd - Request for Relief
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 road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations for Tract 1, a 20-acre tract recorded in document number 2021-359856. The proposed division would create a 6(+)-acre tract and a (+/-) 14-acre tract. Access to the proposed tracts would be over a proposed 60' wide easement for roadway purposes to an existing 50' wide ingress/egress easement (Lost Valley Rd) to Walnut Grove Road (Jeremy and Ashleigh Holst – Owners)
REASON FOR AGENDA ITEM	Lost Valley Rd - Request for Relief
WHO WILL THIS AFFECT?	Pct # 4
ADDITIONAL INFORMATION	None

21-28709

REQUEST FOR RELIEF (Variance)

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



1. Date 10/20/2021
2. Location of Property: 39 Lost Valley, Boerne

3. Name of Development (If Applicable): _____

4. Property Owner/Developer Name: Jeremy and Ashleigh Holst

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:
We request 6 acres be split from our 20 acre property in order to sell to
our close family friend. We do not intend to sell our property but to use as
our homestead and a place for our children to grow up and inherit one day.
Our friend who would like to buy the 6 acres, intends to do the same.
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.
We see no reason for our request to be denied.

 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?
We can not afford to keep the land and use it as our homestead, unless
we are able to split it and sell the 6 acre section to the above listed buyer.

Ashleigh



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

We see no reason that this request should not be granted. It does not
affect any of the neighboring properties. Furthermore, the developer
that we purchased this land from, was granted this same relief.

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

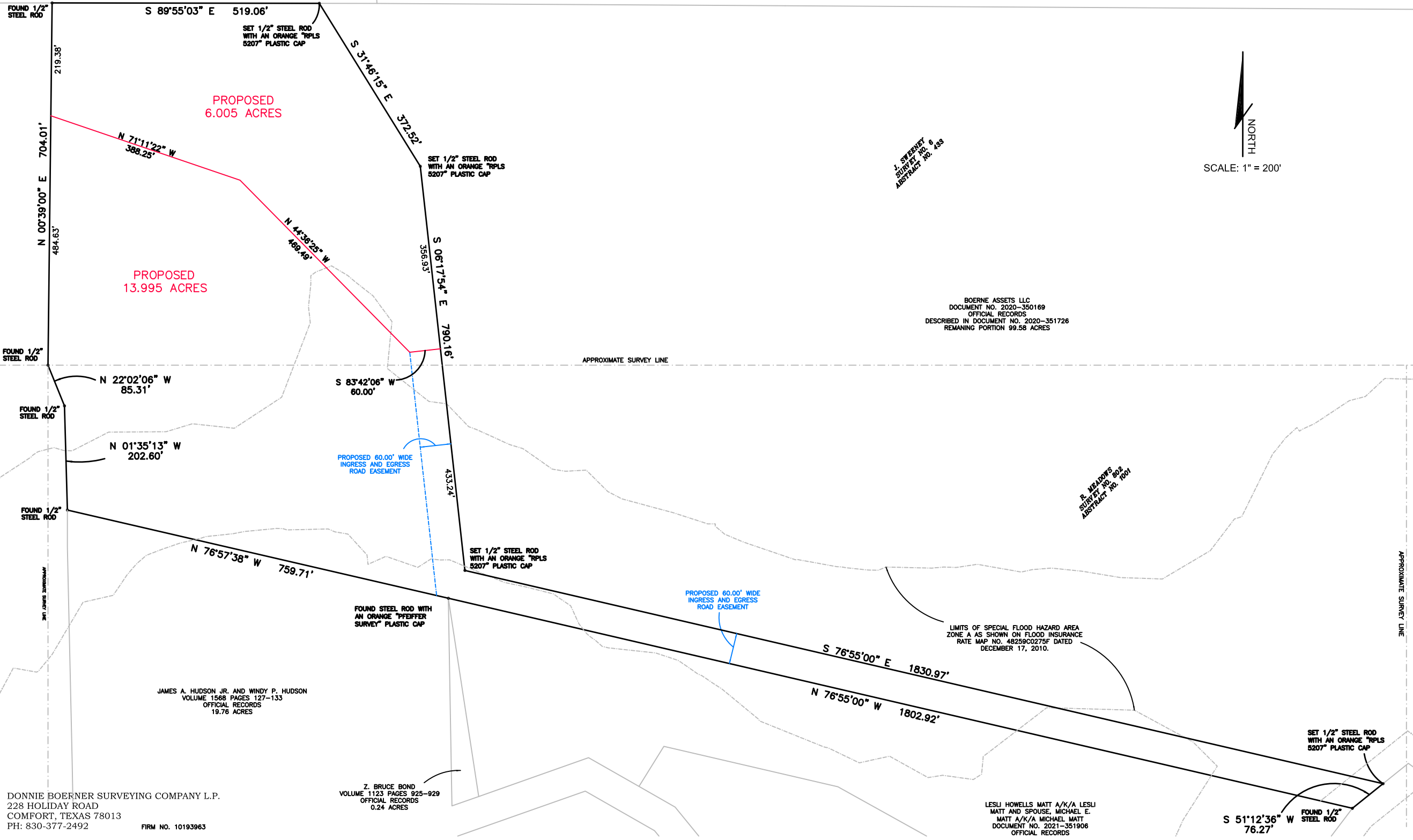
Our property split does not and will not affect any development of
of any neighboring properties. Our driveway will be used as easement
access from Lost Valley Road.


Signature

Jeremy Holst
Printed Name

~~XXXXXXXXXX~~
Phone Number

10/20/2021
Date

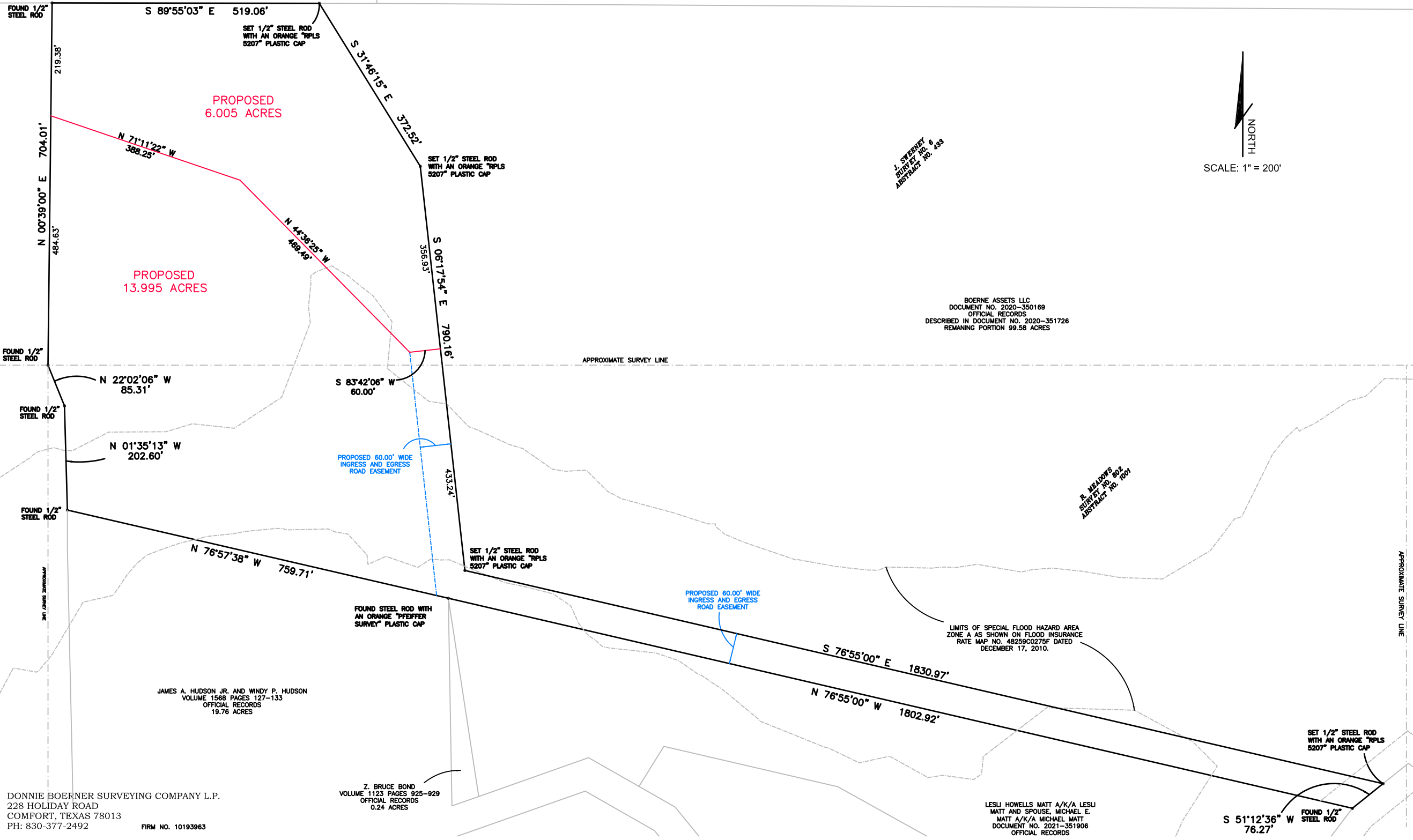


DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

Z. BRUCE BOND
VOLUME 1123 PAGES 925-929
OFFICIAL RECORDS
0.24 ACRES

LESLI HOWELLS MATT A/K/A LESLI
MATT AND SPOUSE, MICHAEL E.
MATT A/K/A MICHAEL MATT
DOCUMENT NO. 2021-351906
OFFICIAL RECORDS



DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

Z. BRUCE BOND
VOLUME 1123 PAGES 925-929
OFFICIAL RECORDS
0.24 ACRES

LESLI HOWELLS MATT A/K/A LESLI
MATT AND SPOUSE, MICHAEL E.
MATT A/K/A MICHAEL MATT
DOCUMENT NO. 2021-351906
OFFICIAL RECORDS

16. **THE STATE OF TEXAS**

COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to grant relief from the road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations for 33 Lost Valley Road provided that the developer install flood gauges as required by the Development Management Department of Kendall County. The proposed division would create one 20-acre tract, three 10(+)-acre tracts, and a 39-acre tract of land out of an approximately 89-acre parent tract. Access to the proposed tracts would be over an existing 50-foot wide easement (Lost Valley Road) to Walnut Grove Road.

Motion was made by Commissioner Durden, seconded by Commissioner Chapman, and carried by a vote of 4-1 with Commissioner Elkins voting against.

17. **THE STATE OF TEXAS**

COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the partial vacate of Miralomas Garden Homes Subdivision, Unit 1. The purpose of the partial vacate is to vacate Common Space Lot C and incorporate it into Unit 2.

Motion was made by Commissioner Bergmann, seconded by Commissioner Elkins, and carried by a vote of 5-0.

18. **THE STATE OF TEXAS**

COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the final plat of Miralomas Garden Homes Subdivision, Unit 2. The plat will establish the right-of-way for Terrapin, Telegraph Road, and Miralomas Boulevard and Common Space Lot C.

Motion was made by Commissioner Bergmann, seconded by Commissioner Elkins, and carried by a vote of 5-0.

19. **THE STATE OF TEXAS**

COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the financial guarantee for Miralomas Garden Homes Subdivision, Unit 2, in the form of Cashier's Checks for \$2,959,767.68 and \$1,078,403.98 totaling \$4,038,171.66 for Roadway and Drainage Improvements with a two year completion.

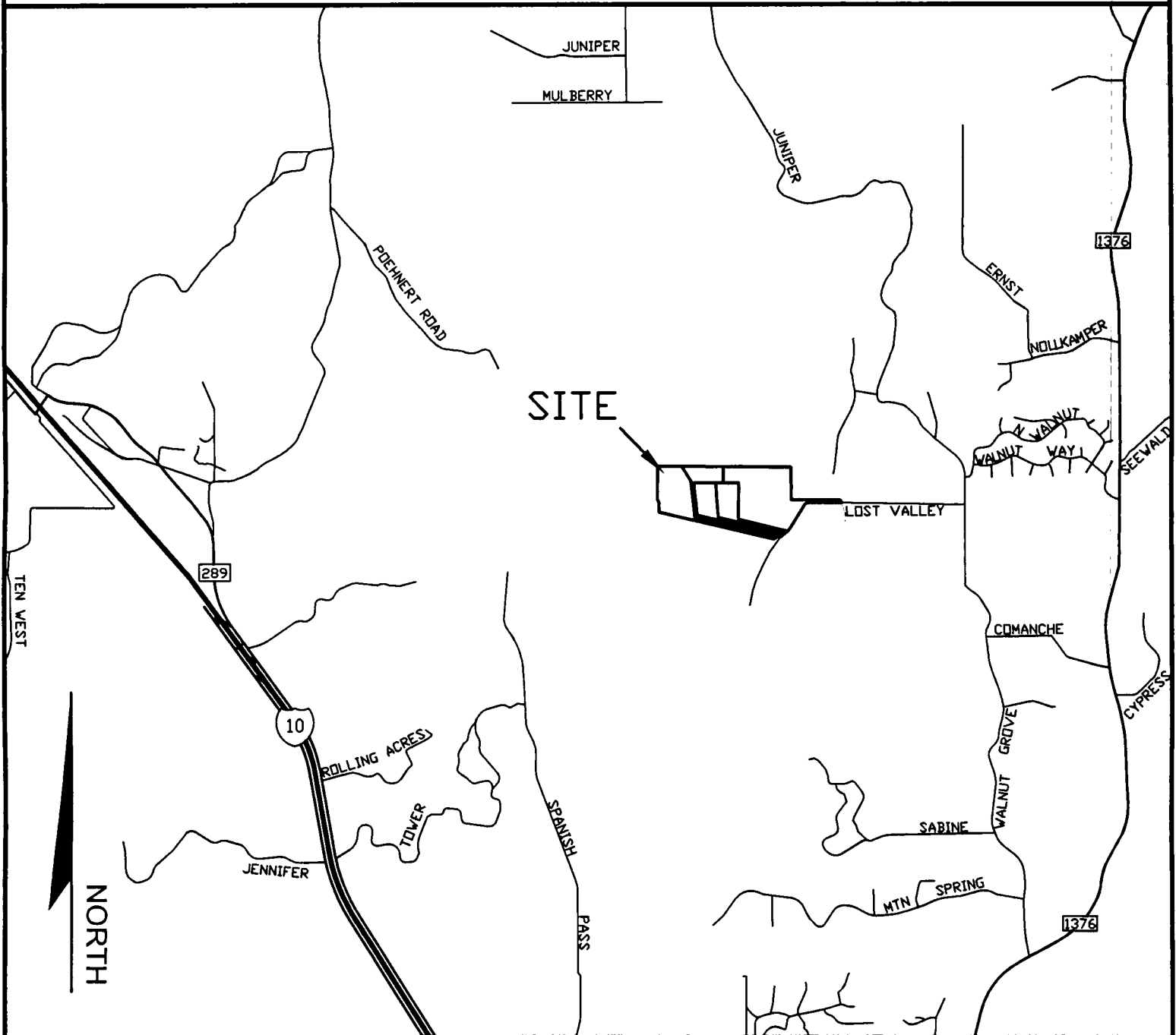
Motion was made by Commissioner Bergmann, seconded by Commissioner Elkins, and carried by a vote of 5-0.

20. **THE STATE OF TEXAS**

COUNTY OF KENDALL It is ordered by the Commissioners’ Court of Kendall County, Texas, to approve the release of financial guarantee (cash deposit) for Sabinas Creek Ranch, Phase 2, Letter of Map Revision in the amount of \$25,000.00.

Motion was made by Commissioner Chapman, seconded by Commissioner Durden, and carried by a vote of 5-0.

AFFIDAVIT OF LAND LOCATION



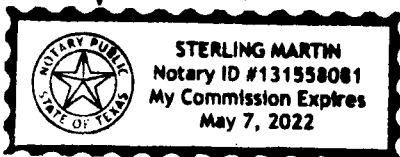
LOCATION MAP

WE, BOERNE ASSETS, LLC, OWNERS, HEREBY AFFIRM THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE PLAT PREPARED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, OR LICENSED PROFESSIONAL ENGINEER, AND THAT IT DEPICTS TRACT 1, A 20.000 ACRE TRACT OF LAND, TRACT 2, A 10.001 ACRE TRACT OF LAND, TRACT 3, A 10.001 ACRE TRACT OF LAND, TRACT 4, A 10.001 ACRE TRACT OF LAND, AND TRACT 5, A 39.034 ACRE TRACT OF LAND TO BE DIVIDED AS ILLUSTRATED, SUCH BEING OUT OF THE J. SWEENEY SURVEY NO. 6, ABSTRACT NO. 433, THE R. MEADOWS SURVEY NO. 802, ABSTRACT NO. 1001, AND THE REINHARD SURVEY NO. 1118, ABSTRACT NO. 1259, KENDALL COUNTY, TEXAS

REQUEST FOR RELIEF FROM ROAD FRONTAGE AND PLATTING REQUIREMENTS IN ACCORDANCE TO SECTIONS 101 AND 102 OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS GRANTED ON JULY 26, 2021.

BOERNE ASSETS, LLC
KYLE GRECO - MANAGING MEMBER
SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF July, 2021.

NOTARY PUBLIC, STATE OF TEXAS



REVIEWED AND APPROVED BY

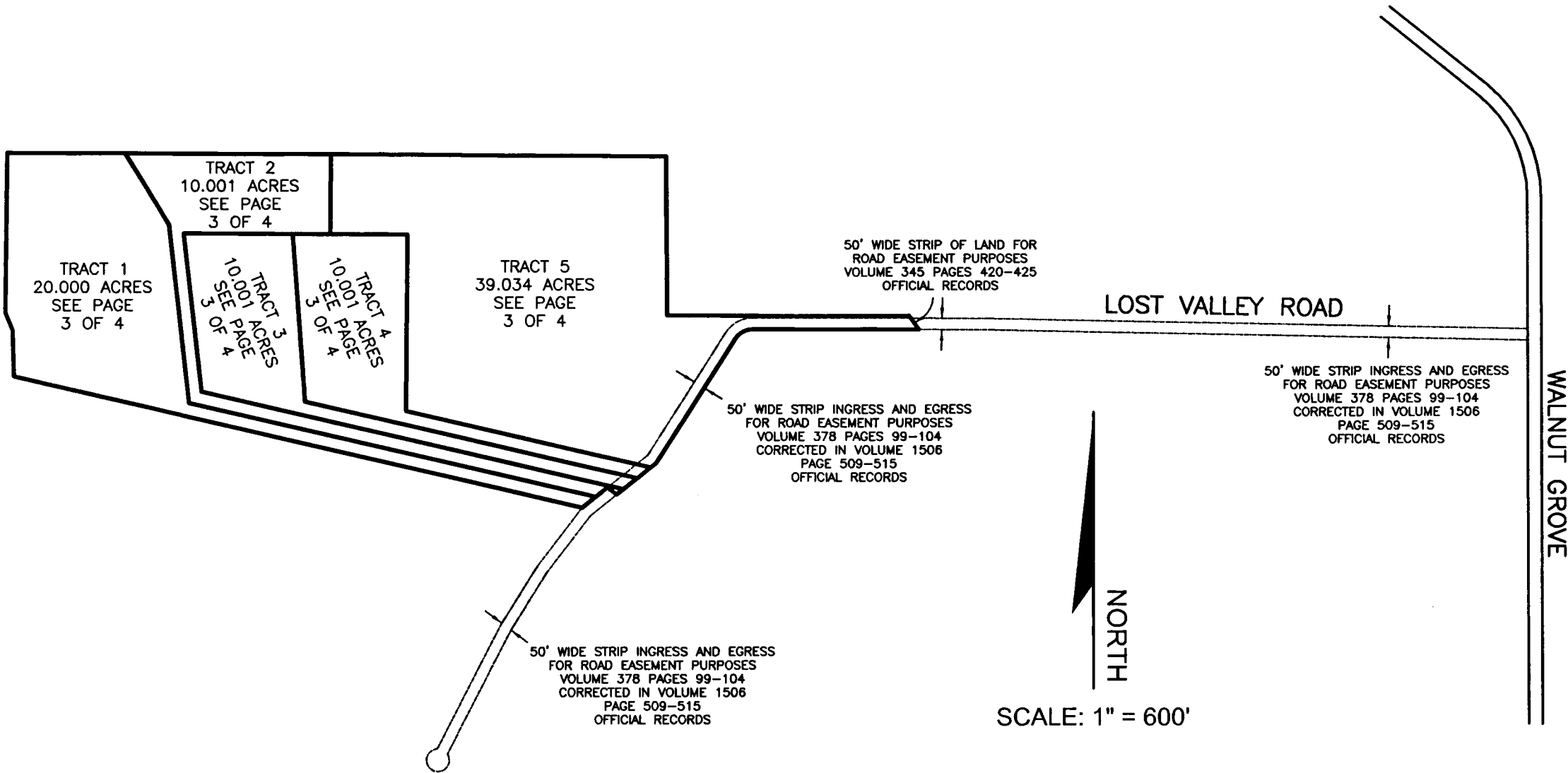
DATE 8/6/21 KENDALL COUNTY DEVELOPMENT MANAGEMENT

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

SHEET 1 OF 4

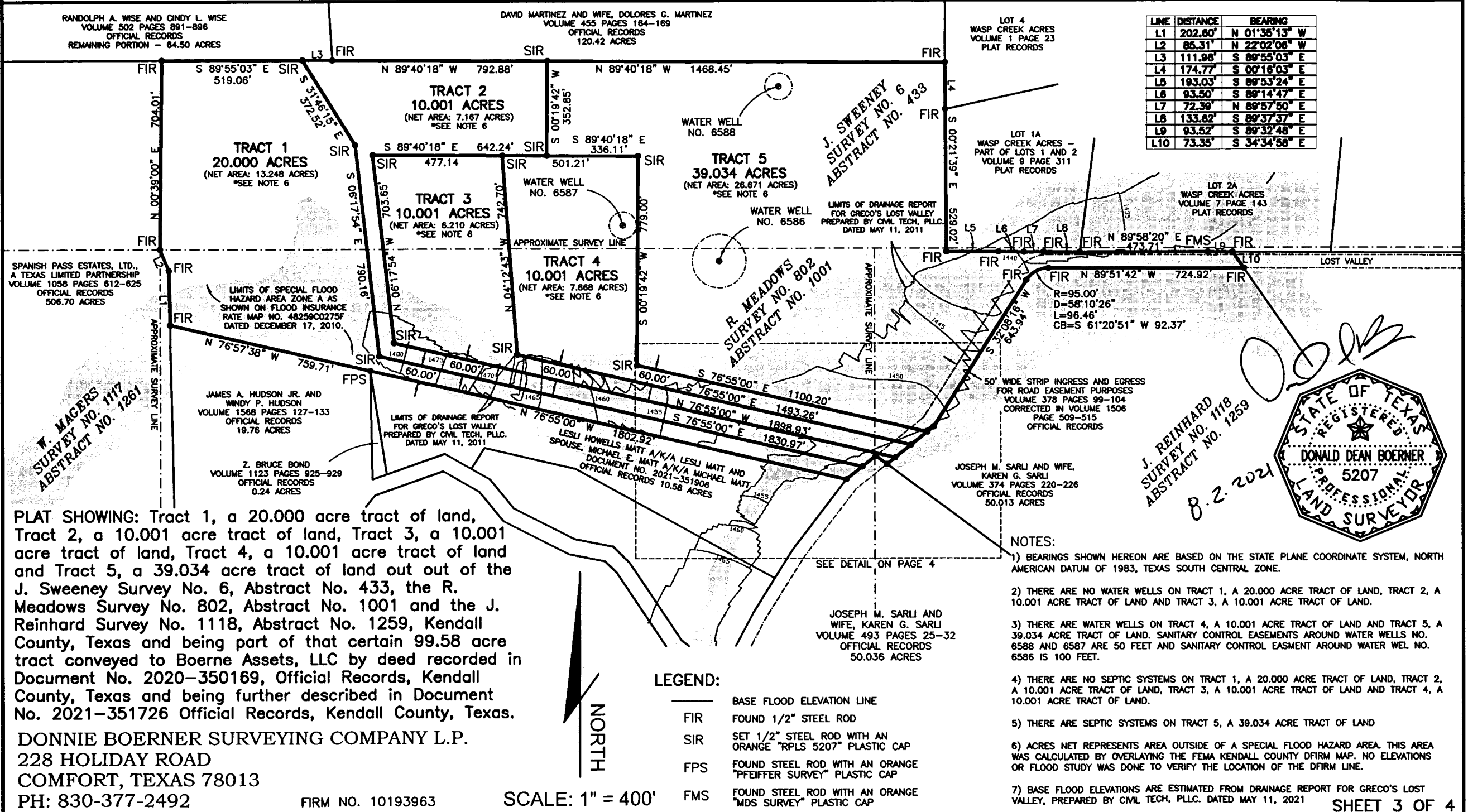
AFFIDAVIT OF LAND LOCATION

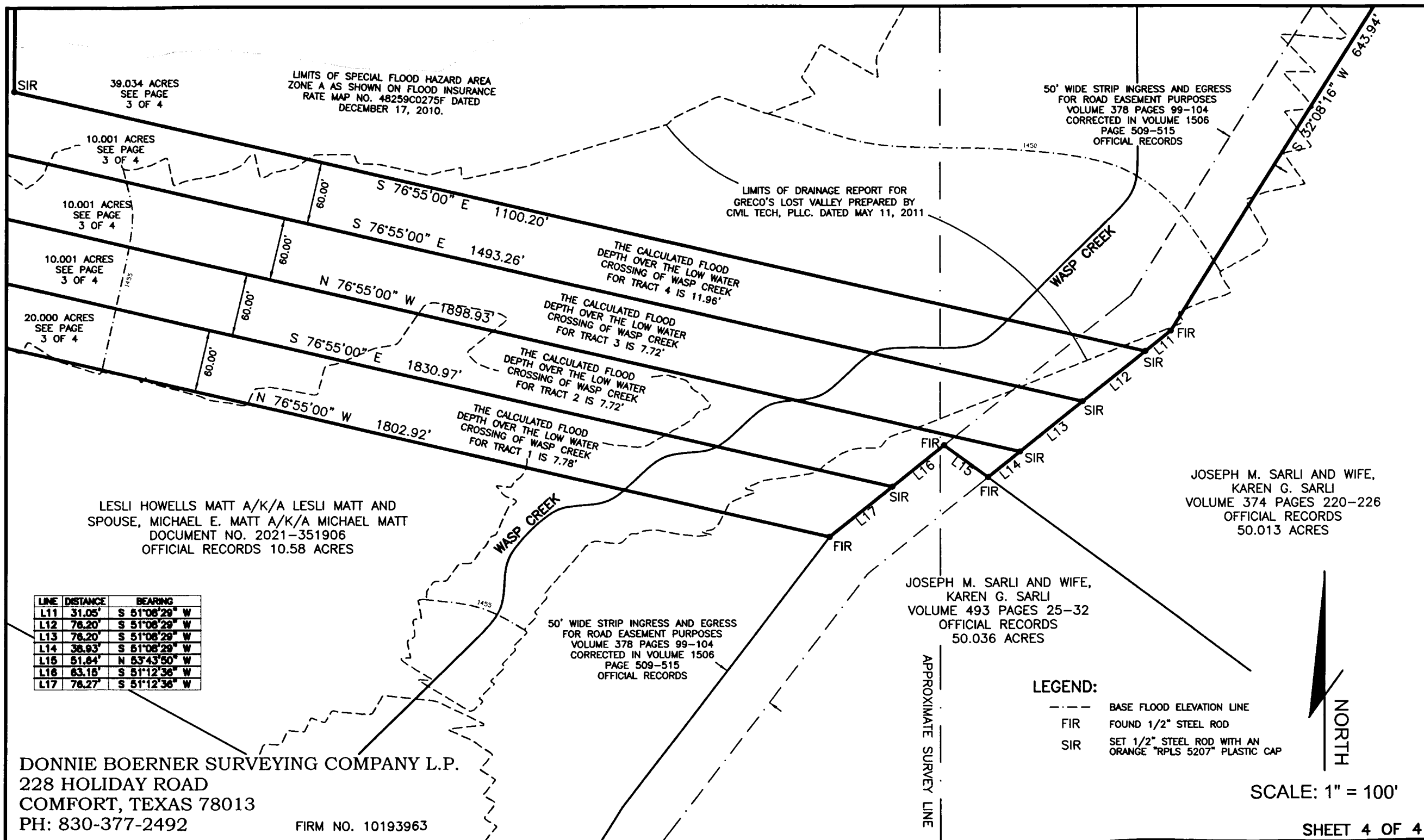


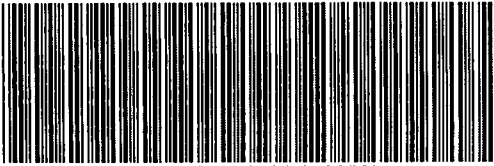
DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

AFFIDAVIT OF LAND LOCATION







VG-94-2021-359856

**Kendall County
Darlene Herrin
Kendall County Clerk**

Instrument Number: 359856

Real Property Recordings

Recorded On: August 06, 2021 09:18 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

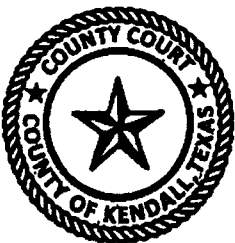
File Information:

Document Number: 359856
Receipt Number: 20210806000015
Recorded Date/Time: August 06, 2021 09:18 AM
User: Harriet S
Station: cclerk01

Record and Return To:

BOERNER DONNIE
228 HOLIDAY ROAD

COMFORT TX 78013



**STATE OF TEXAS
Kendall County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Kendall County, Texas

Darlene Herrin
Kendall County Clerk
Kendall County, TX



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Facilities Building (114 Rosewood)
DEPARTMENT & PERSON MAKING REQUEST	Christina Bergmann, Commissioner Pct.1
PHONE # OR EXTENSION #	830-331-8254
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the removal of the former facilities building on Rosewood.
REASON FOR AGENDA ITEM	Discuss options for the removal of the building
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	none



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Vehicle for Constable Precinct 2
DEPARTMENT & PERSON MAKING REQUEST	Paul Knoll, Constable Precinct 2
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving the purchase of a 2023 Chevrolet Tahoe 4-wheel drive vehicle that exceeds the budgeted amount.
REASON FOR AGENDA ITEM	Vehicle for Constable
WHO WILL THIS AFFECT?	Constable Precinct 2
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Online CEU Approval
DEPARTMENT & PERSON MAKING REQUEST	Don Durden, Commissioner Precinct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and possible action of a Court Order to approve and authorize online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term.
REASON FOR AGENDA ITEM	To allow County Commissioners with more than one year in office to gain continuing education credits online.
WHO WILL THIS AFFECT?	Kendall County Commissioners
ADDITIONAL INFORMATION	Jim Allison, General Counsel for County Judges and Commissioners Association of Texas, has advised that Commissioners Court must approve and authorize online CEU's for commissioners if those hours are to be considered as part of the 16-hour annual CEU requirement.

ORDER TO APPROVE ONLINE EDUCATION FOR COUNTY COMMISSIONERS

Whereas, Section 81.0025(b), Local Government Code, as amended by the 87th Legislature, authorizes online instruction for commissioners continuing education with the approval of the commissioners court, except for a county commissioner in the first 12-month period of the commissioner's first term;

Whereas, the Commissioners Court of Kendall County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute;

IT IS HEREBY ORDERED that the Commissioners Court of Kendall County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term; and

IT IS FURTHER ORDERED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas

Read and adopted by a vote of _____ ayes and _____ nays on this _____ day of _____, 20____.

Signed:

COUNTY JUDGE

Attest:

COUNTY CLERK



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Chapter 59 audit
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-239-9721
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to request the county auditor to conduct audit of FY22 Chapter 59 money assets as required by Article 59.06 of the Code of Criminal Procedure.
REASON FOR AGENDA ITEM	Annual audit as required by statute
WHO WILL THIS AFFECT?	Sheriff's Office
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Life Spot App
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Consideration and action to participate in the Life Spot Application in county-owned facilities.
REASON FOR AGENDA ITEM	To equip county employees with an efficient means of responding to a crisis situation involving an active shooter.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Commercial Kitchen - Service Agreement for LEC
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 regarding the semi-annual preventative maintenance service agreement with Commercial Kitchen for the jail kitchen at the Law Enforcement Center.
REASON FOR AGENDA ITEM	Service agreement for preventative maintenance done semi-annually.
WHO WILL THIS AFFECT?	Kendall County LEC
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
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 approving an interlocal agreement with Blanco County for the housing of Kendall County prisoners at the Blanco County jail.
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: 10/11/2022 OPEN SESSION	
SUBJECT	CDA contract with Texas Workforce Commission
DEPARTMENT & PERSON MAKING REQUEST	Nicole Bishop, CDA
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approving a contract with Texas Workforce Commission to provide online records as a resource for criminal investigation and prosecution.
REASON FOR AGENDA ITEM	Investigative tools for the Criminal District Attorney's Office
WHO WILL THIS AFFECT?	Kendall County Criminal District Attorney
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Interlocal agreement with DPS for a seized drug analysis technician
DEPARTMENT & PERSON MAKING REQUEST	Bill Ballard, General Counsel
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to enter into a four-year interlocal agreement with DPS Crime Laboratory Services for a technician to perform seized drug analysis for drugs seized by Kendall County and Medina County law enforcement agencies. The agreement will become effective October 1, 2022.
REASON FOR AGENDA ITEM	To reduce seized drug analysis backlog and greatly reduce the time gap between drug evidence submittal and analysis.
WHO WILL THIS AFFECT?	Kendall County and Medina County
ADDITIONAL INFORMATION	This agreement will allow Kendall County and Medina County to share costs of a DPS technician benefitting both counties.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Interlocal agreement with Medina County
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the interlocal agreement with Medina County to share the costs of a dedicated DPS drug technician.
REASON FOR AGENDA ITEM	To help share the costs of a dedicated DPS drug technician
WHO WILL THIS AFFECT?	Kendall County and Medina County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Brush grinder purchase
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of the Memorandum of Understanding with the City of Boerne concerning the purchase of a new brush grinder.
REASON FOR AGENDA ITEM	The Cith of Boerne has agreed to share the cost of the purchase of a new brush grinder.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BOERNE AND KENDALL COUNTY**

THIS MEMORANDUM OF UNDERSTANDING TO BETWEEN THE CITY OF BOERNE AND KENDALL is entered into effective on the 1st day of September, 2022 (the “Effective Date”) by and between the City of Boerne (“Boerne”), a Texas Home Rule Municipality operating under Article XI, Section 5, Texas Constitution, and Kendall County (“County”), a political subdivision of the State of Texas. The contracting entities may be collectively referred to as the “Parties.”

I. Recitals

A. Effective on the 25th day January 2011, the Parties entered into an Interlocal Agreement for the Brush Site Project (the “Project”).

B. The Interlocal Agreement contemplated the sharing of various engineering tasks and provided for the sharing of costs, including costs incurred for the continuing operation of the Project.

C. To continue the effective and efficient operation of the Project, the Parties have identified the need to purchase and place into operation a new major piece of equipment that is central to the operation of the Project, a Brush Grinder.

D. Each Party hereto desires to memorialize the sharing of costs for the purchase of the Brush Grinder.

II. Terms

A. The Parties agree to share the cost of the Brush Grinder as follows:

1. County shall purchase the Brush Grinder for the sum of \$707,770.92 (per quote from Bandit Industries, Inc. for a Model 2680 Track Beast Recycler.)
2. The City shall reimburse the County for one-third (33.3%) of the total cost of the Brush Grinder, payable in two equal payments over two City fiscal years.

This Memorandum of Understanding is effective immediately upon its passage and approval by the governing bodies of the Parties.

[Signatures appear on following page.]

KENDALL COUNTY, TEXAS

CITY OF BOERNE

By: _____

Darrel L. Lux

County Judge

City of Fair Oaks Ranch

By: _____

Ben Thatcher

City Manager



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Interlocal Agreement between Kendall County and the City of Boerne
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Discussion on a draft interlocal agreement between Kendall County and the City of Boerne pertaining to responsible parties for the regulation of development in the City of Boerne Extra Territorial Jurisdiction (ETJ).
REASON FOR AGENDA ITEM	Interlocal Agreement between Kendall County and the City of Boerne
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	The draft interlocal agreement was revised based on input from Kendall County and City of Boerne officials.

RESOLUTION NO. 2022-R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND KENDALL COUNTY, TEXAS FOR REGULATION OF PLATS IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF BOERNE

WHEREAS, the City of Boerne finds it necessary to enter into an amended interlocal agreement for regulation of all plats in the extra territorial jurisdiction of Boerne;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

That the City Council hereby authorizes the Mayor to enter into an amended interlocal agreement between the City of Boerne, Texas and Kendall County, Texas for regulation of all plats in the extra territorial jurisdiction of Boerne.

PASSED and APPROVED on this the ____ day of September, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

**AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF ~~ALL~~ PLATS IN
THE ETJ OF BOERNE**

This City-County Amended Interlocal Agreement ("Agreement") for regulation of ~~all~~ plats in the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

WITNESSETH:

WHEREAS , CITY and COUNTY have adopted ordinances or orders, rules, regulations and procedures regulating plats as authorized under applicable state laws; and

WHEREAS , the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of platting in the extra- territorial jurisdiction ("ETJ") of CITY located within the county ; and

WHEREAS , CITY and COUNTY previously entered into interlocal agreements concerning the subject matter beginning in 2007; and

WHEREAS , pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the CITY and the COUNTY desire to enter into this Amended Interlocal Agreement establishing consolidated and consistent platting regulations for the CITY's ETJ, providing that the CITY will enforce the CITY's regulations pursuant to this Amended Interlocal Agreement in the ETJ with certain exceptions as set out herein

NOW THEREFORE , in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of approving all plats for real property located within the ETJ of CITY. The CITY and COUNTY

certify that this Interlocal is in compliance with Texas Local Government Code chapter 242.

ARTICLE II CHANGES TO ETJ AND CITY LIMITS

2.1. The ETJ of CITY may fluctuate during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within 30 calendar days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting platting for real property within the boundaries of COUNTY. A change in the area covered by this Agreement shall not affect any rights accrued under Chapter 245 of the Texas Local Government Code prior to the effective date of the change.

2.2. CITY agrees, as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

ARTICLE III TERM

The initial term of this Agreement shall be from _____, 2022 to _____ 2023. Thereafter, the Parties shall renew the Agreement on an annual basis beginning _____, 2023. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the then current term.

ARTICLE IV CITY AUTHORITY TO REGULATE PLATS, COUNTY AUTHORITY TO REGULATE MANUFACTURED HOUSING, RECREATIONAL VEHICLES (RV's), ON-SITE SEWAGE FACILITIES (OSSF), FLOODPLAIN AND CERTAIN PLAT REVISIONS

The parties agree that the CITY shall be granted exclusive jurisdiction to regulate all platting and approve all related permits in its ETJ in accordance with Chapter 212 of the Texas Local Government Code, its adopted rules, regulations, ordinances and procedures and the COUNTY shall no longer exercise any of these functions, with the following exemptions and exceptions.

Exemptions to platting in the ETJ are allowed; however development permits, to include drainage and detention review are required by Kendall County. Any property of which a City or County thoroughfare is identified on the City/County Thoroughfare Plan shall not be exempt. The exemptions to platting requirements are as follows:

- 4.1. Impervious cover standards are adopted to minimize negative flooding effects from storm water runoff and to control, minimize and abate water pollution resulting from runoff, pursuant to §26.177 of the Texas Water Code. Exemption of development of an existing parcel of land less than 5 acres and used for single family residence and/or agriculture in which impervious cover does not exceed 25%.
- 4.2. The division of land for single family residential use into parts greater than five (5) acres where each part has access to a public road or private road built to public standards and no public improvement is required to be dedicated.
- 4.3. Development of legally platted land (i.e., land having final plat approval and having a recorded or recordable final plat) and for which no resubdivision is sought.
- 4.4. Development of land for single family residential use constituting a single tract, lot, site or parcel for which a legal deed of record describing the boundary of said tract, lot, site or parcel was filed of record in the deed records of the applicable county in the state on or before the May 17, 2005. It shall be the obligation of the applicant to provide documentation of the lot's date of recordation.
- 4.5. Development of land for commercial use (excluding multi-family or multi-unit) under single ownership served solely by well OSSF constituting a single tract, lot, site or parcel for which a legal deed of record describing the boundary of said tract, lot, site or parcel was filed of record in the deed records of the applicable county in the state on or before May 17, 2005. It shall be the obligation of the applicant to provide documentation of the lot's recordation.
- 4.6. Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision or alteration is occurring.
- 4.7. Existing cemeteries complying with all state and local laws and regulations.
- 4.8. A division of land created by order of a court of competent jurisdiction.
- 4.9. Development of a platted property where the acquisition of less than 50% of the land for government purposes by dedication, condemnation, or easement has affected the boundary.
- 4.10. When a development permit is required for unplatted or already platted parcels for one or more of the following activities on a tract:
 - a. Addition, remodel, replacement or reconstruction of an existing or proposed primary single-family structure.
 - b. Accessory buildings or residential amenities in which the impervious cover does not exceed 25% of the unplatted or already platted parcel.
 - c. Moving a structure off a lot or parcel, or for demolition permits

Exceptions to plats regulated by the County in the ETJ are as follows:

4.11. *Manufactured Housing and Recreational Vehicle (RV).* The Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to manufactured and RV housing located in the ETJ.

4.12. *On-Site Sewage Facilities.* The parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to on-site sewage facilities ("OSSF") in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.

4.13. *Flood Plain Management.* While the COUNTY is the Flood Plain Administrator for Kendall County, the parties agree and understand that during the platting process the CITY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to flood plain management in the ETJ. The CITY will give notice of any flood change management changes to COUNTY within 30 calendar days of such change.

4.14. *Drainageway Protection Zones.* The parties agree and understand that CITY shall have exclusive control during platting over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to regulation of drainageway protection zones in the ETJ.

4.15. *Impervious cover standards.* The parties agree and understand that CITY shall have exclusive control during platting over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to regulation of impervious cover in the ETJ.

4.16. *Outdoor Lighting.* The parties agree and understand that COUNTY shall have exclusive control over the regulation of Dark Sky review procedures inside the 5 mile MIA and the remainder of inside Camp Bullis. The CITY shall regulate lighting in certain overlay districts in the ETJ.

4.17. *Plat Revisions in Pre-existing Subdivisions.* The parties agree and understand that COUNTY shall have exclusive control over the enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in subdivisions in existence prior to the approval of the interlocal agreement between the parties dated July 11, 2007.

ARTICLE V APPLICABLE PROCEDURES

5.1. CITY shall act as the general public's point-of-contact for information concerning all platting requirements in the ETJ. Plat applications for plats located in the ETJ shall be filed with CITY.

5.2. CITY shall collect platting application fees and any other applicable fees due to either COUNTY or CITY for all plats located in the ETJ in a lump sum amount and forward to COUNTY the appropriate fees due to COUNTY; provided that COUNTY will collect any fees due to COUNTY for on-site sewage facilities, manufactured/RV housing, and plat revisions or amendments as described in Section 4.07 above.

5.3. Within ten business days of receipt, CITY will provide the County Engineer of COUNTY with copies of all plats and any requests for variances from the City's regulations for subdivisions and developments located in the ETJ and allow ten business days for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and/or the City Council considers the plats and variance requests. However, this review and comment process shall not be construed as limiting the CITY's authority nor restoring or enhancing the COUNTY's authority to regulate all plats within the ETJ.

5.4. CITY and COUNTY will consult through designated officers as designated in ARTICLE 10 herein concerning the location of streets, roads, width of right-of-way for streets or roads, the designation of streets or roads as secondary, primary collectors or major thoroughfares, the location, size and design of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.

5.5. The CITY shall consider any variances related to development standards and flood plain management in the ETJ to the extent related to development regulations.

5.6. Should fifty percent (50%) or greater of the total development acreage of a proposed plat be located in the CITY's ETJ, the CITY shall have exclusive authority to regulate the plat. If less than fifty percent (50%) of the total development acreage of a proposed plat is located in the CITY's ETJ, then the COUNTY shall have exclusive authority to regulate the plat.

5.7. Upon the final approval of all plats located in the ETJ subject to regulation by CITY, CITY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

5.8. Upon the final approval of plats, plat revisions and/or plat amendments located in the ETJ subject to regulation by COUNTY, COUNTY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

ARTICLE VI COSTS AND EXPENSES

The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE VII TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE VIII LEGAL CONSTRUCTION

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

ARTICLE IX AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

**ARTICLE X
LIAISONS AND NOTICES**

10.1. Unless written notification by COUNTY to the contrary is received by CITY, the County Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.

10.2. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning and Community Services shall be the designated representative of CITY responsible for management of this Agreement.

10.3. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.

10.4. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY

City of Boerne
447 N. Main
Boerne, Texas 78006
Attn: Laura Haning,
Director, Planning

Kendall County
201 E. San Antonio Street
Boerne, Texas 78006
Attn: Mary Ellen Schulle,
Assistant County Engineer

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE
FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____
DAY OF ____ 2022.**

CITY OF BOERNE, TEXAS

STATE OF TEXAS

KENDALL COUNTY

**AMENDED INTERLOCAL
AGREEMENT FOR
REGULATION OF SUBDIVISION
PLATS IN THE ETJ OF BOERNE**

This City-County Amended Interlocal Agreement ("Agreement") for regulation of subdivision plats in the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

WITNESSETH

WHEREAS, CITY and COUNTY have adopted ordinances or orders, rules, regulations and procedures regulating subdivision plats as authorized under applicable state laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats in the extra-territorial jurisdiction ("ETJ") of CITY located within the county; and

WHEREAS, CITY and COUNTY previously entered into interlocal agreements concerning the subject matter in 2007; and

WHEREAS, pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the CITY and the COUNTY desire to enter into this Amended Interlocal Agreement establishing consolidated and consistent subdivision regulations for the CITY's ETJ, providing that the CITY will enforce the CITY's regulations pursuant to this Amended Interlocal Agreement in the ETJ with certain exceptions as set out herein

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of approving subdivision plats for real property located within the ETJ of CITY. The CITY and COUNTY certify that this Interlocal is in compliance with Texas Local Government Code chapter 242.

**ARTICLE II
CHANGES TO ETJ AND CITY LIMITS**

- 2.01. The ETJ of CITY may fluctuate from time-to-time during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within 30 calendar days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting subdivision platting for real property within the boundaries of COUNTY. A change in the area covered by this Agreement shall not affect any rights accrued under Chapter 245 of the Texas Local Government Code prior to the effective date of the change.
- 2.02. CITY agrees, as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will

annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

ARTICLE III

TERM

The initial term of this Agreement shall be from October 1, 2017 to September 30, 2018. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2018. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the then current term.

ARTICLE IV

CITY AUTHORITY TO REGULATE SUBDIVISION PLATS, COUNTY AUTHORITY TO REGULATE MANUFACTURED HOUSING, OSSF, FLOODPLAIN & CERTAIN PLAT REVISIONS

The parties agree that the CITY shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Texas Local Government Code, its adopted rules, regulations, ordinances and procedures and the COUNTY shall no longer exercise any of these functions, with the following exceptions.

- 4.01. *Manufactured Housing.* The Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to manufactured housing located in the ETJ.
- 4.02. *On-Site Sewage Facilities.* The parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to on-site sewage facilities ("OSSF") in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.
- 4.03. *Flood Plain Management.* The parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to flood plain management in the ETJ. The County will give notice of any flood change management changes to CITY within 30 calendar days of such change.
- 4.04. *Plat Revisions in Pre-existing Subdivisions.* The parties agree and understand that COUNTY shall have exclusive control over the enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in subdivisions in existence prior to the approval of the interlocal agreement between the parties dated July 11, 2007.

ARTICLE V

APPLICABLE PROCEDURES

- 5.01. CITY shall act as the general public's point-of-contact for information concerning subdivision platting requirements in the ETJ. Plat applications for subdivisions located in the ETJ shall be filed with CITY.
- 5.02. CITY shall collect platting application fees and any other applicable fees due to either COUNTY or CITY for subdivision plats located in the ETJ in a lump sum amount and forward to COUNTY the appropriate fees due to COUNTY; provided that COUNTY will

collect any fees due to COUNTY for on-site sewage facilities, manufactured housing, flood plain management, and plat revisions or amendments as described in Section 4.04 above.

- 5.03. Within ten business days of receipt, CITY will provide the Development Engineer of COUNTY with copies of all plats and any requests for variances from the City's Subdivision and Development Ordinance for subdivisions and developments located in the ETJ and allow ten business days for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and/or the City Council considers the plats and variance requests. However, this review and comment process shall not be construed as limiting the CITY's authority nor restoring or enhancing the COUNTY's authority to regulate subdivision plats within the ETJ.
- 5.04. CITY and COUNTY will consult through designated officers as designated in ARTICLE 10 herein concerning the location of streets, roads, width of right-of-way for streets or roads, the designation of streets or roads as secondary, primary collectors or major thoroughfares, the location, size and design of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.
- 5.05. Should fifty percent (50%) or greater of the total development acreage of a proposed subdivision be located in the CITY's ETJ, the CITY shall have exclusive authority to regulate the subdivision plat. If less than fifty percent (50%) of the total development acreage of a proposed subdivision is located in the CITY's ETJ, then the COUNTY shall have exclusive authority to regulate the subdivision plat.
- 5.06. Upon the final approval of subdivision plats located in the ETJ subject to regulation by CITY, CITY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.
- 5.07. Upon the final approval of subdivision plats, plat revisions and/or plat amendments located in the ETJ subject to regulation by COUNTY, COUNTY shall be responsible for ensuring that such plats are recorded in the County Clerk's office.

ARTICLE VI **COSTS AND EXPENSES**

The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE VII **TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE VIII **LEGAL CONSTRUCTION**

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

**ARTICLE IX
AMENDMENTS**

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

**ARTICLE X
LIAISONS AND NOTICES**

- 10.01. Unless written notification by COUNTY to the contrary is received by CITY, the Development Engineer shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.02. Unless written notification by CITY to the contrary is received by COUNTY, the Director of Planning and Community Services shall be the designated representative of CITY responsible for management of this Agreement.
- 10.03. Communications between CITY and COUNTY shall be directed to the designated representative of each Party as set forth above.
- 10.04. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
402 E. Blanco
Boerne, Texas 78006
Attn: Laura Talley
Planning and Community Services Director

COUNTY

Kendall County
201 E. San Antonio Street
Boerne, Texas 78006
Attn: Mary Ellen Schulle
Development Engineer

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 12 DAY OF Sept., 2017.

CITY OF BOERNE, TEXAS



Ron C. Bowman
City Manager

KENDALL COUNTY



Darrel L. Lux
County Judge

ATTEST:



Lori Carroll
City Secretary



Darlene Herrin
County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Extend Bids for Pavement Surface Repair and Various Concrete Work for one (1) year
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 extending Pavement Surface Repair (Bid No. 2022-05) and Various Concrete work (Bid No. 2022-03) for one year ending September 30, 2023.
REASON FOR AGENDA ITEM	Extend Bids for Pavement Surface Repair and Various Concrete Work for one (1) year
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	none



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

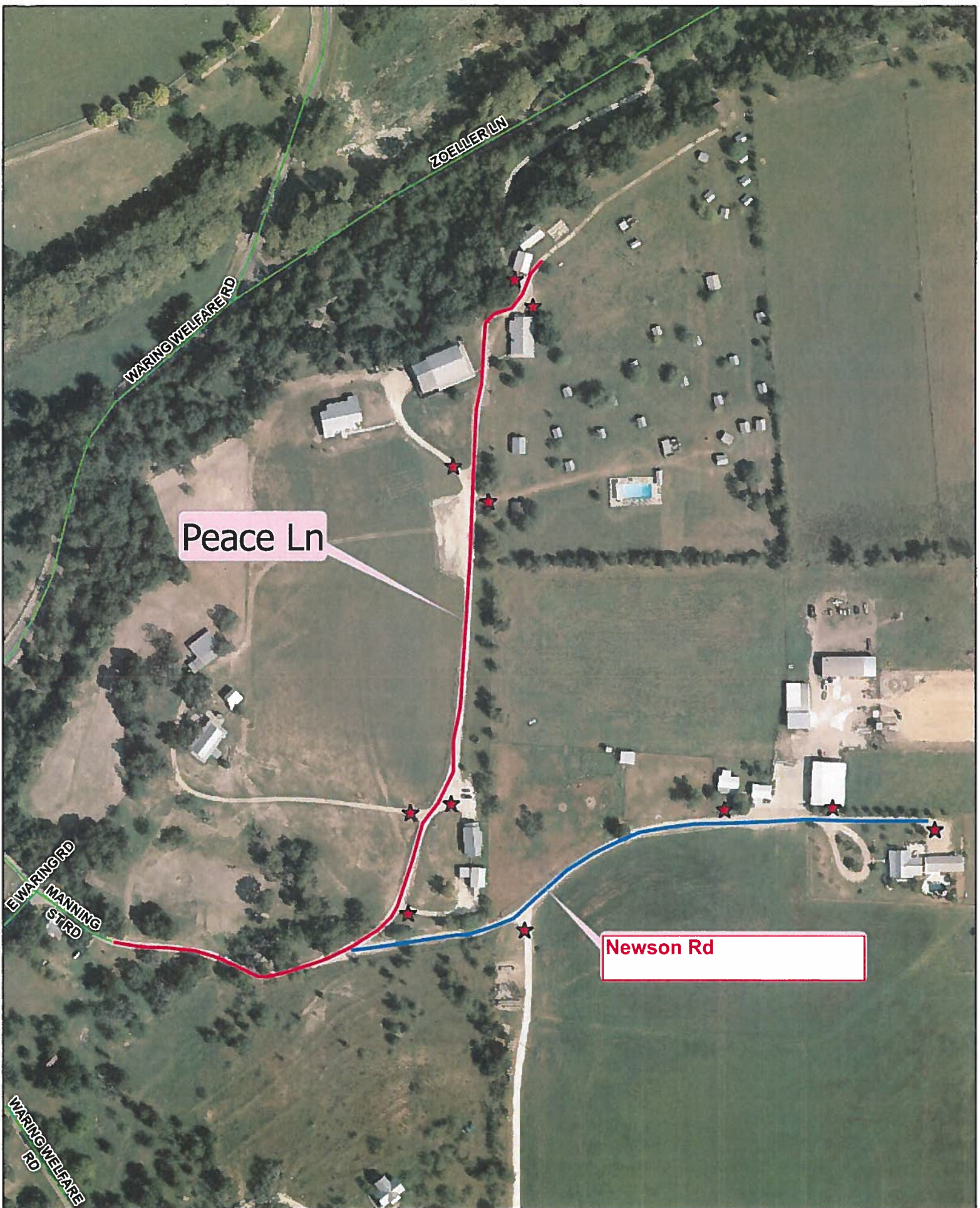
SUBJECT	Bulk Fuel contract Road and Bridge
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on executing a Bulk Fuel delivery contract with Global Montello Group Corp.
REASON FOR AGENDA ITEM	Bulk Fuel contract Road and Bridge
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	none



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022
OPEN SESSION

SUBJECT	Road Name Approval
DEPARTMENT & PERSON MAKING REQUEST	Mike Howle, GIS Administrator Don Durden, Commissioner Precinct 4
PHONE # OR EXTENSION #	210-414-9099
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of Naming Private Roads as Peace Lane and Newson Road.
REASON FOR AGENDA ITEM	These private roads serve both residential units and a business establishment, and delivery drivers are frequently confused about where to leave the packages. Naming these roads and providing consistent addressing will reduce confusion.
WHO WILL THIS AFFECT?	People living on this private road
ADDITIONAL INFORMATION	None



This Geographical Information System Product, is provided "As Is" without warranty of any kind and Kendall County expressly disclaims all expressed and implied warranties.

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KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	2022 Certified Appraisal Roll Totals
DEPARTMENT & PERSON MAKING REQUEST	James Hudson, Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343, EXT 271
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Present, discuss, and seek approval of the 2022 Certified Appraisal Roll Total value of \$7,184,707,853 Freeze Adjusted Taxable.
REASON FOR AGENDA ITEM	Inform Commissioner's Court, discuss, and request approval of the 2022 Certified Appraisal Rolls.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

2022 CERTIFIED TOTALS

Property Count: 31,979

GKE - KENDALL COUNTY

Grand Totals

9/14/2022

1:01:24PM

Land		Value			
Homesite:		1,883,462,625			
Non Homesite:		1,832,933,988			
Ag Market:		4,215,519,404			
Timber Market:		0	Total Land	(+)	7,931,916,017
Improvement		Value			
Homesite:		4,402,508,064			
Non Homesite:		2,677,132,772	Total Improvements	(+)	7,079,640,836
Non Real	Count	Value			
Personal Property:	2,988	552,738,300			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	552,738,300
			Market Value	=	15,564,295,153
Ag	Non Exempt	Exempt			
Total Productivity Market:	4,215,519,404	0			
Ag Use:	21,876,049	0	Productivity Loss	(-)	4,193,643,355
Timber Use:	0	0	Appraised Value	=	11,370,651,798
Productivity Loss:	4,193,643,355	0			
			Homestead Cap	(-)	934,784,959
			Assessed Value	=	10,435,866,839
			Total Exemptions Amount	(-)	1,283,867,662
			(Breakdown on Next Page)		
			Net Taxable	=	9,151,999,177

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	59,771,032	54,621,602	165,688.29	171,285.17	223		
DPS	925,782	903,776	3,209.63	3,226.97	3		
OV65	2,001,691,620	1,910,349,027	5,933,193.59	6,034,853.09	4,826		
Total	2,062,388,434	1,965,874,405	6,102,091.51	6,209,365.23	5,052	Freeze Taxable	(-) 1,965,874,405
Tax Rate	0.4127000						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	13,847,024	13,480,417	12,063,498	1,416,919	27		
Total	13,847,024	13,480,417	12,063,498	1,416,919	27	Transfer Adjustment	(-) 1,416,919
						Freeze Adjusted Taxable	= 7,184,707,853

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 35,753,380.82 = 7,184,707,853 * (0.4127000 / 100) + 6,102,091.51

Certified Estimate of Market Value: 15,358,327,164
 Certified Estimate of Taxable Value: 9,024,731,185

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

2022 CERTIFIED TOTALS

Property Count: 31,979

GKE - KENDALL COUNTY

Grand Totals

9/14/2022

1:04:18PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	14,325	29,664.6762	\$209,056,610	\$6,985,771,192	\$5,891,831,031
B	MULTIFAMILY RESIDENCE	157	191.0437	\$0	\$154,193,372	\$153,989,895
C1	VACANT LOTS AND LAND TRACTS	2,852	10,421.7180	\$1,150	\$454,541,017	\$454,196,887
D1	QUALIFIED OPEN-SPACE LAND	6,788	359,747.7151	\$0	\$4,215,519,404	\$21,844,784
D2	IMPROVEMENTS ON QUALIFIED OP	1,278		\$1,671,390	\$53,298,407	\$53,220,759
E	RURAL LAND, NON QUALIFIED OPE	3,179	5,421.1828	\$42,667,500	\$1,128,505,873	\$996,152,682
F1	COMMERCIAL REAL PROPERTY	1,205	3,171.4208	\$12,574,160	\$945,557,083	\$936,830,380
F2	INDUSTRIAL AND MANUFACTURING	18	40.1920	\$27,150	\$30,256,870	\$30,256,870
J1	WATER SYSTEMS	17	2.3244	\$0	\$1,017,400	\$1,017,400
J2	GAS DISTRIBUTION SYSTEM	6	27.5890	\$0	\$1,698,330	\$1,698,330
J3	ELECTRIC COMPANY (INCLUDING C	50	71.6602	\$0	\$132,898,110	\$132,898,110
J4	TELEPHONE COMPANY (INCLUDINC	47	1.5653	\$0	\$13,194,750	\$13,194,750
J6	PIPELAND COMPANY	4		\$0	\$17,775,990	\$17,775,990
J7	CABLE TELEVISION COMPANY	10	0.3800	\$0	\$2,692,480	\$2,692,480
J9	RAILROAD ROLLING STOCK	1		\$0	\$7,170	\$7,170
L1	COMMERCIAL PERSONAL PROPER	2,008		\$10,103,020	\$187,651,620	\$187,175,242
L2	INDUSTRIAL AND MANUFACTURING	167		\$0	\$109,693,300	\$71,402,204
M1	TANGIBLE OTHER PERSONAL, MOB	527		\$834,420	\$11,547,890	\$10,627,423
O	RESIDENTIAL INVENTORY	941	456.7235	\$33,590,390	\$84,662,150	\$84,662,150
S	SPECIAL INVENTORY TAX	31		\$0	\$90,524,640	\$90,524,640
X	TOTALLY EXEMPT PROPERTY	1,395	6,733.2217	\$36,063,010	\$943,288,105	\$0
Totals			415,951.4127	\$346,588,800	\$15,564,295,153	\$9,151,999,177

2022 CERTIFIED TOTALS

Property Count: 31,979

GKE - KENDALL COUNTY
Effective Rate Assumption

9/14/2022

1:04:18PM

New Value

TOTAL NEW VALUE MARKET:	\$346,588,800
TOTAL NEW VALUE TAXABLE:	\$299,899,020

New Exemptions

Exemption	Description	Count		
EX-XG	11.184 Primarily performing charitable function:	1	2021 Market Value	\$26,570
EX-XV	Other Exemptions (including public property, re	8	2021 Market Value	\$332,296
EX366	HB366 Exempt	477	2021 Market Value	\$616,310
ABSOLUTE EXEMPTIONS VALUE LOSS				\$975,176

Exemption	Description	Count	Exemption Amount
DP	Disability	10	\$85,000
DPS	DISABLED Surviving Spouse	1	\$4,055
DV1	Disabled Veterans 10% - 29%	15	\$131,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	17	\$154,500
DV3	Disabled Veterans 50% - 69%	25	\$268,000
DV3S	Disabled Veterans Surviving Spouse 50% - 69%	2	\$20,000
DV4	Disabled Veterans 70% - 100%	42	\$474,260
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	\$24,000
DVHS	Disabled Veteran Homestead	39	\$21,243,284
HS	Homestead	1,033	\$0
OV65	Over 65	346	\$3,289,171
PARTIAL EXEMPTIONS VALUE LOSS		1,533	\$25,698,270
NEW EXEMPTIONS VALUE LOSS			\$26,673,446

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$26,673,446

New Ag / Timber Exemptions

2021 Market Value	\$2,364,532	Count: 15
2022 Ag/Timber Use	\$9,870	
NEW AG / TIMBER VALUE LOSS	\$2,354,662	

New Annexations**New Deannexations**



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/11/2022 OPEN SESSION	
SUBJECT	Approval of 2022 Property Tax Levy Roll
DEPARTMENT & PERSON MAKING REQUEST	Tax Office - James Hudson Tax Assessor Collector
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the 2022 Property Tax Levy Roll Total of \$33,959,086.07
REASON FOR AGENDA ITEM	Approve Tax Levy Total
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

2022 LEVY TOTALS

GKE - KENDALL COUNTY

Property Count: 31,979

Grand Totals

9/29/2022

10:49:07PM

Land Value

Homesite:	1,883,462,625
Non Homesite:	1,832,933,988
Ag Market:	4,215,519,404
Timber Market:	0

Total Land (+) 7,931,916,017

Improvement Value

Homesite:	4,402,508,064
Non Homesite:	2,677,132,772

Total Improvements (+) 7,079,640,836

Non Real Count Value

Personal Property:	2,988	552,738,300
Mineral Property:	0	0
Autos:	0	0

Total Non Real Market Value (+) 552,738,300
= 15,564,295,153**Ag Non Exempt Exempt**

Total Productivity Market:	4,215,519,404	0
Ag Use:	21,876,049	0
Timber Use:	0	0
Productivity Loss:	4,193,643,355	0

Productivity Loss (-) 4,193,643,355

Appraised Value = 11,370,651,798

Homestead Cap (-) 934,784,959

Assessed Value = 10,435,866,839

Total Exemptions Amount (-) 1,283,867,662
(Breakdown on Next Page)

Net Taxable = 9,151,999,177

Freeze Assessed Taxable Actual Tax Ceiling Count

DP	59,771,032	54,621,602	165,404.14	171,285.17	223
DPS	925,782	903,776	3,202.14	3,226.97	3
OV65	2,015,538,644	1,923,829,444	5,981,264.56	6,093,859.41	4,853
Total	2,076,235,458	1,979,354,822	6,149,870.84	6,268,371.55	5,079
Tax Rate	0.3877000				

Freeze Taxable (-) 1,979,354,822

Freeze Adjusted Taxable = 7,172,644,355

Levy Info

M&O Rate:	0.2932800	M&O Tax:	25,688,322.79
I&S Rate:	0.0944200	I&S Tax:	8,270,140.96
Protected I&S	0.0000000	Protected I&S Tax	0.00
		Ag Penalty:	622.32
		PP Late	0.00
		Late Correction	252.88
		Penalty:	

Total Levy 33,959,086.07

Tax Increment Finance Value: 0

Tax Increment Finance Levy: 0.00