



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 6/13/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Paula Pfeiffer, Deputy Clerk
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Minutes for August 8 and 15, 2022.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	July & August 2022 Service Awards
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	July Matthew Kellogg                      EMS      10 Years  August Brad Corson                              R&B      5 Years Robert Garcia                           Sheriff   20 Years
<b>REASON FOR AGENDA ITEM</b>	Recognize County employees for their service to the county
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Recognition of Jim and Dr. Carol Westermeier
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Recognition of Jim and Dr. Carol Westermeier for their commitment to serving the people of Kendall County and preserving its heritage.
<b>REASON FOR AGENDA ITEM</b>	Recognition of Jim and Dr. Carol Westermeier
<b>WHO WILL THIS AFFECT?</b>	Public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2022 Budget Admendments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of amending the FY2022 budget through regular budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Department budgets that needed an amendment
<b>ADDITIONAL INFORMATION</b>	None



TO: KENDALL COUNTY COMMISSIONERS COURT  
FROM: COUNTY AUDITOR'S OFFICE  
DATE: AUGUST 22, 2022

**THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.**

DISTRICT COURT:

10-435-53330	OPERATING	+	1,000
10-435-51490	TEMPORARY	-	1,000

PRE-TRIAL SERVICES:

10-438-54600	RENT - BLDGS/OFFICE SPACE	+	6,500
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	6,500

JUSTICE OF THE PEACE, PCT. 1:

10-455-54270	CONFERENCE/TRAINING	+	117
10-455-53330	OPERATING	-	117

JUSTICE OF THE PEACE, PCT. 2:

10-456-54240	INTERNET SERVICES	+	475
10-456-54092	INTERPRETER	-	475

JUSTICE OF THE PEACE, PCT. 4:

10-458-53100	OFFICE SUPPLIES	+	100
10-458-54089	SPECIAL COURT REPORTER	-	100

HUMAN RESOURCES:

10-496-54523	SOFTWARE MAINTENANCE	+	38
10-496-54522	HARDWARE MAINTENANCE	-	38

TAX ASSESSOR/COLLECTOR:

10-499-53330	OPERATING	+	65
10-499-54270	CONFERENCE/TRAINING	-	65

DETENTION:

10-512-53110	POSTAGE	+	500
10-512-53330	OPERATING	+	5,000
10-512-54050	MEDICAL - OTHER	-	5,500

BERGHEIM VFD:

10-542-53300	FUEL & OIL	+	6,527
10-542-54540	VEHICLE - REPAIR & MAINT	+	757
10-542-53100	OFFICE SUPPLIES	-	600
10-542-54240	INTERNET SERVICES	-	1,605
10-542-54500	BUILDINGS - REPAIR & MAINT	-	2,000
10-542-54861	CONTRACT SERVICES	-	2,322
10-542-54530	RADIO/RADAR - REPAIR & MAINT	-	331
10-542-54810	DUES	-	300
10-542-54861	CONTRACT SERVICES	-	126

SISTERDALE VFD:

10-548-54200	TELEPHONE	+	300
10-548-53330	OPERATING	-	300

TO: KENDALL COUNTY COMMISSIONERS COURT  
FROM: COUNTY AUDITOR'S OFFICE  
DATE: AUGUST 22, 2022

**THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.**

JUVENILE PROBATION:

10-570-53330	OPERATING	+	1,550
10-570-53110	POSTAGE	+	50
10-570-53300	FUEL & OIL	+	250
10-570-54010	ACCOUNTING/AUDITING	-	1,850

COUNTY HEALTH & WELFARE:

10-635-54300	BIDDING & NOTICES	+	35
10-635-54270	CONFERENCE/TRAINING	-	35

COUNTY & DISTRICT CLERK TECHNOLOGY FUND:

23-450-53330	OPERATING	+	1,591
23-403-53330	OPERATING	-	1,591

PRE & POST ADJUDICATION:

33-575-54096	DETENTION	+	4,282
33-575-54100	POST ADJUDICATION - NON SECURE	-	2,237
33-575-54101	POST ADJUDICATION - SECURE	-	2,045

JUVENILE BOARD TITLE IV-E:

34-570-53330	OPERATING	+	950
34-570-54270	CONFERENCE/TRAINING	-	950

CRIME VICTIMS GRANT:

50-475-53330	OPERATING	+	1,000
50-475-54620	LEASE - OFFICE EQUIPMENT	-	1,000



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Monthly Reports - Fee Offices
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Fees of Office Report for July 2022.
<b>REASON FOR AGENDA ITEM</b>	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
<b>WHO WILL THIS AFFECT?</b>	Departments who submit a monthly report to the County Auditor's Office.
<b>ADDITIONAL INFORMATION</b>	None

## Fees Of Office Report FY'22

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>Total</u>
Animal Control	\$2,380.00	\$1,925.00	\$3,060.00	\$1,115.00	\$1,195.00	\$1,875.00	\$1,510.00	\$1,781.24	\$1,835.00	\$2,110.00			\$18,786.24
Brush Site	\$0.00	\$0.00	\$71.00	\$2,530.00	\$3,184.00	\$5,296.00	\$8,221.00	\$6,200.00	\$4,794.00	\$3,266.00			\$33,562.00
Constable 1	\$0.00	\$255.00	\$85.00	\$0.00	\$400.00	\$0.00	\$0.00	\$485.00	\$400.00	\$0.00			\$1,625.00
Constable 2	\$0.00	\$170.00	\$100.00	\$85.00	\$0.00	\$285.00	\$400.00	\$485.00	\$285.00	\$200.00			\$2,010.00
Constable 3	\$85.00	\$0.00	\$185.00	\$85.00	\$0.00	\$200.00	\$200.00	\$200.00	\$2,845.40	\$0.00			\$3,800.40
Constable 4	\$85.00	\$200.00	\$0.00	\$0.00	\$0.00	\$370.00	\$0.00	\$85.00	\$0.00	\$85.00			\$825.00
Criminal District Attorney	\$500.00	\$1,100.00	\$0.00	\$1,550.00	\$1,500.00	\$500.00	\$2,100.00	\$0.00	\$900.00	\$1,450.00			\$9,600.00
Elections-Public Info Fees	\$25.00	\$56.50	\$52.10	\$55.00	\$30.00	\$173.20	\$76.70	\$66.10	\$98.80	\$13.10			\$646.50
Fire Marshal	\$16,299.00	\$1,680.00	\$8,125.82	\$10,341.00	\$1,600.00	\$9,161.00	\$1,742.00	\$5,733.50	\$26,801.00	\$5,352.00			\$86,835.32
Health Inspector	\$1,765.00	\$3,013.00	\$56,400.00	\$31,350.00	\$2,425.00	\$1,925.00	\$1,130.00	\$1,605.00	\$1,665.00	\$555.00			\$101,833.00
Parks	\$1,858.00	\$590.00	\$3,860.00	\$7,410.00	\$8,904.00	\$5,010.00	\$4,066.00	\$3,423.00	\$2,748.00	\$5,898.00			\$43,767.00
Pretrial Services		\$993.00	\$581.00	\$554.00	\$345.00	\$1,378.00	\$819.00	\$470.00	\$1,307.00	\$1,399.00			\$7,846.00
Recycling	\$0.00	\$0.00	\$4,899.40	\$0.00	\$5,866.00	\$1,580.00	\$0.00	\$7,426.90	\$7,005.60	\$2,701.35			\$29,479.25
Sheriff's Office	\$825.00	\$790.00	\$1,630.00	\$983.00	\$1,235.00	\$1,216.00	\$757.70	\$695.68	\$761.00	\$830.00			\$9,723.38
Solid Waste-Boerne	\$20,265.00	\$19,882.00	\$21,452.00	\$20,437.00	\$16,219.00	\$21,775.00	\$24,146.00	\$22,073.50	\$24,482.00	\$25,120.00			\$215,851.50
Solid Waste-Comfort	\$768.00	\$549.00	\$635.00	\$856.00	\$961.00	\$1,066.00	\$1,033.00	\$1,065.00	\$1,065.00	\$839.00			\$8,837.00
Treasurer	\$0.00	\$30.00	\$30.00	\$0.00	\$30.00	\$0.00	\$28.40	\$0.00	\$30.00	\$30.00			\$178.40
The following reports contain fees that are remitted to the State of Texas:													
County Clk-Fees of Ofc	\$60,096.31	\$63,428.20	\$69,812.00	\$55,085.72	\$49,960.52	\$64,996.03	\$61,105.40	\$55,021.74	\$56,403.98	\$47,528.84			\$583,438.74
County Clk-Criminal	\$13,094.00	\$16,110.00	\$20,634.00	\$16,529.00	\$26,513.00	\$27,560.00	\$23,557.00	\$18,253.00	\$17,004.25	\$30,070.00			\$209,324.25
County Clk-Prob Fees	\$8,573.00	\$6,088.00	\$7,307.25	\$5,600.00	\$8,547.50	\$6,346.75	\$8,106.00	\$6,867.00	\$7,944.00	\$3,632.00			\$69,011.50
Development Mgt.	\$13,800.00	\$44,985.00	\$21,390.00	\$26,700.00	\$24,745.00	\$30,845.00	\$21,770.00	\$20,540.00	\$20,360.00	\$19,025.00			\$244,160.00
District Clerk-Civil	\$18,126.05	\$15,249.88	\$16,992.48	\$12,139.03	\$13,237.99	\$20,293.93	\$21,484.00	\$41,572.40	\$38,758.42	\$30,319.18			\$228,173.36
District Clerk-Criminal	\$15,688.52	\$11,962.51	\$10,321.00	\$13,398.46	\$16,504.57	\$14,157.55	\$22,298.66	\$18,172.61	\$24,806.41	\$12,825.14			\$160,135.43
JP 1	\$20,775.57	\$15,668.61	\$14,426.76	\$17,450.17	\$17,433.41	\$17,078.97	\$15,763.57	\$13,764.17	\$11,656.95	\$14,920.36			\$158,938.54
JP 2	\$7,989.66	\$11,636.13	\$7,221.33	\$8,778.11	\$7,961.63	\$12,430.83	\$7,362.36	\$7,913.11	\$7,450.21	\$10,315.11			\$89,058.48
JP 3	\$18,488.73	\$19,277.45	\$18,487.16	\$15,964.48	\$16,601.17	\$17,403.15	\$17,463.61	\$13,087.13	\$19,043.73	\$21,360.63			\$177,177.24
JP 4	\$48,694.34	\$36,270.96	\$33,724.07	\$36,063.38	\$38,966.68	\$61,092.40	\$38,621.81	\$41,187.54	\$38,243.02	\$37,605.43			\$410,469.63
Tax Assessor	\$114,528.05	\$109,348.34	\$122,251.54	\$436,421.72	\$552,966.91	\$2,213,984.56	\$131,505.86	\$128,098.90	\$139,545.92				\$3,948,651.80
TOTAL	\$384,709.23	\$381,258.58	\$443,733.91	\$721,481.07	\$817,332.38	\$2,537,999.37	\$415,268.07	\$416,272.52	\$458,239.69	\$277,450.14	\$0.00	\$0.00	\$6,853,744.96
FY '21 Totals	\$355,147.47	\$306,241.47	\$406,769.44	\$737,493.92	\$335,713.15	\$2,378,306.02	\$461,822.95	\$453,811.74	\$424,843.47	\$442,274.82			\$6,302,424.45
for Comparison													



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Renew contract with Deer Oaks EAP Services
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to renew Kendall County's contract with Deer Oaks EAP Services for the plan year 10/01/2022 to 9/30/2023.
<b>REASON FOR AGENDA ITEM</b>	Contract is expiring
<b>WHO WILL THIS AFFECT?</b>	County employees and their household
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Employee vaccinations
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefits Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 601
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on an agreement with HEB to administer vaccinations to employees.
<b>REASON FOR AGENDA ITEM</b>	Vaccinated employees promotes a higher level of safety to employees and the people that they come in contact with, also, less absence from work because of illness.
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Job Description
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Juanita Espino, Human Resources Director
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 600
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the revised job description for IT Director.
<b>REASON FOR AGENDA ITEM</b>	Update document
<b>WHO WILL THIS AFFECT?</b>	IT Department
<b>ADDITIONAL INFORMATION</b>	No



## KENDALL COUNTY CLASS SPECIFICATION

### INFORMATION TECHNOLOGY DIRECTOR

**Department:** Information Technology

**Report to:** Commissioners Court

**Date Approved:**

**FLSA:** Exempt

**Work Status:** Full Time

**EEO Category:** Administrative Support

---

#### GENERAL SUMMARY

Under general direction of Commissioners Court, the purpose of this position is to oversee all technology operations. Assist in the implementation of strategies and goals set by upper management. Set up and maintain all IT equipment in county offices. In addition, this position is responsible for the planning, organization, development, coordination, implementation, and maintenance of the information systems. Provides management and oversight to personnel, vendors, and departmental budget. Communicates with co-workers and/or the public regarding IT questions and provide assistance with various issues.

Overseeing all technology operations and evaluating them according to established goals. Devising and establishing IT policies and systems to support the implementation of strategies set by upper management.

#### ESSENTIAL FUNCTIONS

Manages and supervises staff and resources to achieve overall technology goals; plans and organizes workloads and staff assignments; evaluates staff; reviews progress and directs changes as needed; determines work procedures, oversees work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Provides vision and leadership for developing and implementing information, technology and records initiatives.

Manages and directs the planning and implementation of technology systems in support of all county operations in order to ensure consistency, security, cost effectiveness, service quality and business development.

Provides management oversight of the County's IT Department including IT professionals, projects, contracts with outside vendors and consultants on behalf of the county.

Keeps the Commissioners Court informed on issues that directly impact county business, establishing and maintaining effective working relationships with all county

officials, department heads, governmental jurisdictions, the private sector, and the public sector.

Establishes County vision, strategic goals and objectives for the IT Department that support all aspects of county operations.

Develops business case justifications and identifies opportunities for the appropriate and cost-effective investment of financial resources in IT systems and resources, including staffing, sourcing, purchasing and in-house development.

Administers overall management of the Information Technology including networks, LAN/WAN, Data Center, Network Operations, E-mail and web deployments; assists in maintaining County IT operations.

Prepares and presents IT related agendas before the Commissioners Court; writes and implements IT policies; prepares and administers annual operating department budget.

Plans, schedules and coordinates all IT activities and conducts research and case studies on leading edge technologies; works with other department heads as an adviser of technologies; provides support to county departments and keeps all officials informed on issues that directly impact county business.

Develops and maintains an effective and appropriate IT organizational structure that supports the needs of all county operations.

Ensures that technology acquisitions comply with County IT direction and policies.

Provides directions or providing quality technical assistance to county departments and employees relating to hardware and software issues.

Coordinates special projects and installations of automated solution for county departments.

Promotes and oversees strategic relationships between internal IT resources and external entities, including government, vendors and partner organizations.

Manages IT professionals and projects, including negotiating with outside vendors and consultants on behalf of the county, ensures that county has the highest levels of Data Security and Integrity in compliance with industry accepted practices and federal regulations.

Develops and implements IT standards, procedures, guidelines, and systems documentation.

Maintains systems, applications and processes to ensure compliance with copyright laws and standards for all county operations.

Allocates resources to user departments and prioritizes user department requests.

Directs development and execution of a county-wide disaster recovery and business continuity IT plan.

Ensures proper operation of all virtual communication systems for all county operations.

## **EXPERIENCE AND TRAINING**

Bachelors or Associate's degree from an accredited technical school or college; supplemented by five years of relevant Chief Information Officer (CIO) experience.

## **LICENSES AND CERTIFICATIONS**

Must possess a valid Texas driver's license

## **KNOWLEDGE, SKILLS AND ABILITIES**

### **Knowledge of:**

- Computer hardware functions, software, mechanics, firewalls, websites, workflow applications, document imaging applications and networks.
- Structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.

### **Ability to:**

- Use varying types of business computer networking technology equipment.
- Learn and use varying types of business software applications.
- Maintain confidentiality of all county information not considered to be public information by legal statute.
- Good interpersonal and customer skills.
- Work within statutory guidelines established by state and local government.
- Multi-task, prioritize and handle frequent interruptions.
- Communicate verbally and in writing so as to allow comprehension by receiving party.

- Understand and exchange information with supervisors, subordinates, and co-workers when giving and receiving assignments and instructions.
- Communicate and interact with other departments, local government, state agencies, federal agencies, contractors and the general public.
- Available to remain on call 24/7.
- Follow safe work practices including workplace safety policies and procedures.
- Lift 10 to 25 pounds frequently and 25 to 50 pounds occasionally.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, and bend repeatedly.
- Operate a motor vehicle.
- Exert light physical effort mainly in a sedentary position indoors and outdoors.

### **Equal Opportunity**

Kendall County will not discriminate on the basis of race, color, religion, national origin, sex, including lesbian, gay, bi-sexual or transgender status, age, genetic information, pregnancy, veteran status, disability, or any other condition or status protected by law in hiring, promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs, or any other benefit, condition, or privilege of employment except where required by state or federal law or where a bona fide occupational qualification (BFOQ) exists. Employees who need an accommodation as a result of a condition or status protected by law should advise their Elected Official, Appointed Official, Department Head, or the Human Resources Department.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Order of General Election
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8701
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to order the General Election for County and Precinct officers to be held on November 8, 2022.
<b>REASON FOR AGENDA ITEM</b>	It is the responsibility of the County Judge to order the election for State and County officers.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

## ORDER OF GENERAL ELECTION (ORDEN DE ELECCION GENERAL)

**An election is hereby ordered to be held on November 8, 20 22, in Kendall County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.**

(Por la presente se ordena que se lleve a cabo una elección el día 8 de Noviembre de 2022, en el Condado de Kendall, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)

**(List Offices)** (*Enumere los puestos oficiales*)

- **Criminal District Attorney**
- **County Judge**
- **District Clerk**
- **County Clerk**
- **County Treasurer**
- **County Surveyor**
- **County Commissioner, Pct. 2**
- **County Commissioner, Pct. 4**
- **Justice of the Peace, Pct. 1**
- **Justice of the Peace, Pct. 2**
- **Justice of the Peace, Pct. 3**
- **Justice of the Peace, Pct. 4**

Early voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

<p><b>Location (sitio):</b></p> <p><b>Kendall County Courthouse Annex</b>  221 Fawn Valley Drive  Boerne, Texas</p>	<p><b>Days and Hours (días y horas):</b></p> <p><b>Weekdays:</b></p> <p>Monday, October 24, 2022.....8:00am – 6:00pm  Tuesday, October 25, 2022.....8:00am – 6:00pm  Wednesday, October 26, 2022.....8:00am – 6:00pm  Thursday, October 27, 2022.....8:00am – 6:00pm  Friday, October 28, 2022.....8:00am – 6:00pm  Saturday, October 29, 2022.....10:00am – 4:00pm  Sunday, October 30, 2022.....CLOSED  Monday, October 31, 2022.....8:00am – 6:00pm  Tuesday, November 1, 2022.....8:00am – 6:00pm  Wednesday, November 2, 2022.....8:00am – 6:00pm  Thursday, November 3, 2022.....7:00am – 7:00pm  Friday, November 4, 2022.....7:00am – 7:00pm</p>
---	--

<p><b>Applications for ballot by mail shall be mailed to:</b>  <i>(Las solicitudes para boletas que se votaran adelantada por correo deberán enviarse a:)</i></p>	<p><b>Staci L. Decker</b>  <b>P.O. Box 2384</b>  <b>Boerne, Texas 78006</b></p> <p><b><u>Physical Address (dirección física):</u></b>  <b>221 Fawn Valley Drive, Suite 100</b>  <b>Boerne, Texas 78006</b></p> <p><b>Phone: (830) 331-8701</b>  <b>Email: <a href="mailto:absenteevoting@co.kendall.tx.us">absenteevoting@co.kendall.tx.us</a></b>  <b>Website: <a href="http://www.co.kendall.tx.us/Elections">www.co.kendall.tx.us/Elections</a></b></p>
<p><b>Applications for ballots by mail and federal postcard applications must be received no later than the close of business on:</b>  <i>(Las solicitudes para boletas que se votaran adelantada por correo deberán y la tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el:)</i></p>	<p><b>October 28, 2022</b></p>

Issued this the \_\_\_\_ day of August, 2022.

(Emitida este día \_\_\_\_ de Agosto, 2022)

**Signature of County Judge** (*Firma del Juez del Condado*)



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Assignment of Polling Locations
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8701
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Polling Locations for the November 8, 2022 General & Special Election.
<b>REASON FOR AGENDA ITEM</b>	Polling Locations must be set by Commissioners Court prior to every county election.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

JOINT ELECTION  
(*Elección Conjunta*)

NOVEMBER 8, 2022  
(*8 de Noviembre de 2022*)

**\*\* ELECTION DAY VOTE CENTERS \*\***  
(*Centros de votación del día de las elecciones*)

**(Polls Open 7am – 7pm)**

VOTE CENTER #1	City Hall (Training Room) 447 N. Main Street, Boerne, Texas 78006
VOTE CENTER #2	First Baptist Church (HUB) 631 S. School Street, Boerne, Texas 78006
VOTE CENTER #3	Bergheim Volunteer Fire Department 1 Old Curry Creek Road, Bergheim, Texas 78004
VOTE CENTER #4	Burdick Community Center 119 Old San Antonio Road, Boerne, Texas 78006
VOTE CENTER #5	Kendall County Fairgrounds (New Hall) 1307 River Road, Boerne, Texas 78006
VOTE CENTER #6	Kendalia Community Center 2610 FM 473, Kendalia, Texas 78027
VOTE CENTER #7	Boerne Bible Church 1026 E. Blanco, Boerne, Texas 78006
VOTE CENTER #8	Sisterdale Community Center 2 Sisterdale-Lindendale Road, Sisterdale, Texas 78006
VOTE CENTER #9	Comfort Baptist Church 100 Amber Drive, Comfort, Texas 78013
VOTE CENTER #10	Waring Fire House 11 Waring Rd, Boerne, Texas 78006
VOTE CENTER #11	Nineteen:Ten Church 130 FM 1376, Boerne, Texas 78006





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Joint Election Agreement
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8701
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Joint Election Agreement with various Local Political Subdivisions for the November 8, 2022 General & Special Election.
<b>REASON FOR AGENDA ITEM</b>	Joint Election Agreements must be approved by commissioners court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

## **EXHIBIT A**

### **JOINT ELECTION AGREEMENT**

between **Kendall County** and the following Local Political Subdivision (LPS):

**Comfort Independent School District**

**City of Boerne**

**Kendall County Water Control & Improvement District No. 4**

**Kendall County Water Control & Improvement District No. 4A**

This Agreement is entered into by and between the Kendall County Elections Administrator “ADMINISTRATOR” and the entities of Kendall County, City of Boerne, Comfort Independent School District, Kendall County Water Control & Improvement District No. 4, and Kendall County Water Control & Improvement District No. 4A. They may be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a).

It is agreed that the Entities will hold an election on **Tuesday, November 8, 2022** (the “Joint Election”) under the following terms and conditions:

#### **I.**

Each Entity shall share the expense of the Main Early Voting and Election Day polling locations consisting of on-site voting equipment, payroll of election workers, and other costs common to each Entities election, as applicable to the specific Entity and agreed upon by the election services contract. Each Entity understands they will appear on a joint ballot and use joint forms and election materials, which will better serve the voters.

#### **II.**

The Entities agree that the Kendall County Elections Administrator, Staci L. Decker, will serve as the Early Voting Clerk and the Central Count Station Manager for the **November 8, 2022** election.

#### **III.**

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

#### **IV.**

Each Entity is responsible for giving notice of their election pursuant to Section 4.003 of the Texas Election Code.

#### **V.**

ADMINISTRATOR will tabulate the ballots and provide each entity a Certification of Election Results along with the returns of the election.

## **VI.**

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

## **VII.**

If an Entity cancels its election pursuant to section 2.053 of the election code, that Entity shall promptly notify ADMINISTRATOR. Cancellation of an Entities election shall not void this agreement for any remaining Entity conducting an election on **Tuesday, November 8, 2022**.

## **VIII.**

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

## **IX.**

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. An original signed copy of this agreement shall be provided to each entity who enters into contract with ADMINISTRATOR.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Appointment of Election Judges
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8701
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the appointment of Election Judges. This includes election precinct judges, central counting station judges and the early voting ballot board judges for a term of one year beginning September 1, 2022 and ending August 31, 2023.
<b>REASON FOR AGENDA ITEM</b>	Judges must be appointed to serve the various positions on Election Day such as Presiding or Alternate Judge of an Election Day Polling Location, the central counting station and the early voting ballot board.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**ORDER OF APPOINTMENT  
FOR  
ELECTION JUDGES AND ALTERNATES**

The Commissioners Court of Kendall County do hereby appoint the following election judges and alternate judges for a one-year term to begin September 1, 2022.

Presiding Judge	Alternate Judge
Kimberly Grosenbacher	Nancy Scoggins
Scott McLallen	Stephan Rogers
Bonnie Miertschin	Stephanie Pollom
William Edwards	Gloria Villanueva
Mark Rogers	Dora Blatchford
Neil Ciotola	James Daniel Griffin
Charles Brey	Brian Blumhorst
Deanna Burroughs	Janice Ballard
David Boles	Michele Smith
Karan Boles	Cynthia Franklin-Lynch
Mike Noggle	Susan Dollar

Title	Name
Presiding Judge of Central Count	Sheryl Holland
Alternate Judge of Central Count	Dianne Kyle
Presiding Judge of Early Voting Ballot Board	Sherry Otter
Alternate Judge of Early Voting Ballot Board	Judy Dewey

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The County Clerk/Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a one-year term beginning September 1, 2022 in accordance with Tex. Elec. Code § 32.009.

\_\_\_\_\_  
Darrel L. Lux, County Judge

\_\_\_\_\_  
Christina Bergmann, Commissioner Pct. 1

\_\_\_\_\_  
Richard Elkins, Commissioner Pct. 2

\_\_\_\_\_  
Richard Chapman, Commissioner Pct. 3

\_\_\_\_\_  
Don Durden, Commissioner Pct. 4



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Appointment of Central Counting Station Personnel
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Staci Decker, Elections Administrator
<b>PHONE # OR EXTENSION #</b>	830-331-8701
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the appointment of various personnel for the Central Counting Station for a one year term to begin September 1, 2022.
<b>REASON FOR AGENDA ITEM</b>	Various Central Count Personnel must be appointed by Commissioners Court to serve in all county elections.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**STATE OF TEXAS  
KENDALL COUNTY**

**ORDER TO APPOINT CENTRAL COUNTING STATION PERSONNEL**

Pursuant to Section 127.002, 127.003 and 127.004 of the Texas Election Code, the Commissioners Court of Kendall County, Texas hereby appoints the following individuals to the Central Counting Station for a one-year term to begin September 1, 2022.

<b>Title of Position</b>	<b>Name</b>
Central Count Station Manager	Staci Decker
Tabulation Supervisor	Rebecca Fincke
Assistant Tabulation Supervisor	Kimberly Quintana
Assistant Tabulation Supervisor	Felicia Whitt

Adopted on the 22<sup>nd</sup> day of August, 2022.

---

Darrel L. Lux  
County Judge

---

Christina Bergmann  
Commissioner, Precinct 1

---

Richard Elkins  
Commissioner, Precinct 2

---

Richard Chapman  
Commissioner, Precinct 3

---

Don Durden  
Commissioner, Precinct 4

Attest:

---

Darlene Herrin  
County Clerk



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Cash Summary at Frost Bank June 2022
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary at Frost Bank June 2022
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING June 30, 2022

		Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	
	Beg Balance			Ending Balance
10-General Fund	\$ 245,979.32	\$ 6,131,462.15	\$ 3,601,802.27	\$ 2,775,639.20
11-Road & Bridge	\$ 925,732.50	\$ 714.11	\$ 95,590.68	\$ 830,855.93
13-Courthouse Security	\$ 70,875.69	\$ 4,401.12	\$ 937.46	\$ 74,339.35
15-Lateral Road & Bridge	\$ 64,894.33	\$ -	\$ 205.12	\$ 64,689.21
16-Court Reporter Service	\$ 29,652.99	\$ 1,697.78	\$ -	\$ 31,350.77
17-Attorney-Hot Check	\$ 37.61	\$ -	\$ -	\$ 37.61
19-Records Mgmt (County Clerk)	\$ 166,721.55	\$ 10,740.00	\$ 11,108.08	\$ 166,353.47
20-Law Library	\$ 82,437.33	\$ 2,240.00	\$ 2,737.08	\$ 81,940.25
21-Justice Court Technology	\$ 44,932.90	\$ 1,365.97	\$ -	\$ 46,298.87
22-Justice Court Building Security	\$ 38,175.20	\$ 12.86	\$ -	\$ 38,188.06
23-County & District Technology	\$ 22,683.49	\$ 160.33	\$ -	\$ 22,843.82
24-Alternative Dispute Resolution	\$ 1,165.00	\$ 1,095.00	\$ -	\$ 2,260.00
25-District Clerk Records Mgmt	\$ 23,003.24	\$ 1,005.37	\$ 4,500.00	\$ 19,508.61
26-County Clerk Rec. Archive Fund	\$ 286,804.02	\$ 10,700.00	\$ 264.15	\$ 297,239.87
27-Vital Statistics Records	\$ 621.10	\$ 40.00	\$ -	\$ 661.10
28-Pre-Trial Intervention	\$ 11,624.47	\$ 996.00	\$ -	\$ 12,620.47
29-LEOSE Training	\$ 55,687.47	\$ -	\$ 1,929.89	\$ 53,757.58
30-County Jury Fund	\$ 3,272.54	\$ 512.47	\$ -	\$ 3,785.01
31-County Records Mgmt & Pres Fund	\$ 7,815.00	\$ 1,745.00	\$ -	\$ 9,560.00
32-Appellate Judicial System Fund	\$ 1,300.00	\$ 320.00	\$ -	\$ 1,620.00
33-Juv Probation-State Grant	\$ 67,905.65	\$ 18,101.00	\$ 19,999.99	\$ 66,006.66
34-Juv Probation Title IV E	\$ 2,255.29	\$ -	\$ 831.18	\$ 1,424.11
36-Local Truancy Prev & Diversion	\$ 37,800.49	\$ 1,642.75	\$ -	\$ 39,443.24
37-Court-Initiated Guardianship Fund	\$ 2,490.00	\$ 630.00	\$ -	\$ 3,120.00
41-MVDIT Interest	\$ 26,295.75	\$ 15.46	\$ 1,137.24	\$ 25,173.97
42-Election Services Contract Fund	\$ 25,967.54	\$ -	\$ 1,949.92	\$ 24,017.62
43-Fire Inspection & Permit Fund	\$ 50,694.09	\$ 27,293.50	\$ 8,235.11	\$ 69,752.48
50-Crime Victims Grant	\$ (41,352.79)	\$ -	\$ 14,134.45	\$ (55,487.24)
51-VAWA Grant	\$ (40,757.01)	\$ -	\$ 9,792.18	\$ (50,549.19)
55-Coronavirus Local Fisc Recvy Fund	\$ -	\$ 4,680,677.14	\$ 74,219.14	\$ 4,606,458.00
80-Tobacco Settlement	\$ 70,900.64	\$ -	\$ 339.22	\$ 70,561.42
81-Historical Commission	\$ 12,162.22	\$ -	\$ -	\$ 12,162.22
82-County Donations	\$ 104,900.70	\$ 624.22	\$ 399.00	\$ 105,125.92
84-Abandoned Vehicles	\$ 4,522.75	\$ -	\$ 360.00	\$ 4,162.75
89-Bond Forfeiture Commission	\$ 31,368.30	\$ 2,014.68	\$ -	\$ 33,382.98
93-Texas State Fees	\$ 264,683.40	\$ 47,898.08	\$ -	\$ 312,581.48
CASH BALANCES	\$ 2,703,252.77	\$ 10,948,104.99	\$ 3,850,472.16	\$ 9,800,885.60

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING June 30, 2022

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 16,681.88	\$ 0.14	\$ -	\$ 16,682.02
63-Series 2013 UnLimited Tax Road Bond	\$ 145,922.53	\$ 19,807.48	\$ -	\$ 165,730.01
64-Series 2014 Limited Tax Refunding	\$ -	\$ -	\$ -	\$ -
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 348,143.33	\$ 2,197.78	\$ 400.00	\$ 349,941.11
72-Law Enforcement Center Project	\$ -	\$ -	\$ -	\$ -
85-Local S.O. Forfeiture	\$ 23,946.99	\$ 0.18	\$ -	\$ 23,947.17
87-Federal S.O. Forfeiture	\$ 48,689.93	\$ 0.36	\$ 1,391.09	\$ 47,299.20
88-CDA Asset Forfeiture	\$ 73,050.31	\$ 0.54	\$ -	\$ 73,050.85
90-Trust Account	\$ 4,050,136.27	\$ 1,303,160.31	\$ -	\$ 5,353,296.58
96-Public Grants	\$ (2,540.05)	\$ 2,620.90	\$ 687.50	\$ (606.65)
CASH BALANCES	\$ 4,704,031.19	\$ 1,327,787.69	\$ 2,478.59	\$ 6,029,340.29

Cash Summary report prepared by the Treasurer *Sheryl Osipowicz* Date: *8/11/2022*  
Cash summary Report examined and approved by the Auditor's office *Corinna Spill* Date: *8/11/22*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Investment Report 3rd Qtr FY 2022 (April, May, June)
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve Investment Report 3rd Qtr FY 2022 (April, May, June)
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is located on the County website under departments, County Treasurer once approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

## Kendall County Investment Summary FY 2022

### INTEREST ON INVESTMENTS

3rd Qtr Apr-Jun FY 2022

Total interest on Frost accounts	\$	226.66
Total interest on Logic Accounts	\$	70,424.99
Total interest on CD's	\$	1,291.09
<b>TOTAL INTEREST</b>	<b>\$</b>	<b>71,942.74</b>

### TOTAL INVESTMENTS at QTR END

Total investments in Logic	\$	31,432,094.40
Total investment in CD's	\$	1,494,000.00
<b>TOTAL INVESTMENTS</b>	<b>\$</b>	<b>32,926,094.40</b>

Investment report prepared by the Treasurer Ashley Dipani Date: 8/10/2022

Investment report examined and approved by the Auditor's office Corinna Spear Date: 8/15/22

## FROST BANK INTEREST FY 2022

3rd Qtr Apr-Jun FY 2022	Apr. Int	May. Int.	Jun. Int	Total Qtr Int Earned
Account Name	0.01%	0.01%	0.01%	
General (10)	\$36.38	\$31.86	\$41.99	\$110.23
Local (85)	\$0.18	\$0.18	\$0.18	\$0.54
Federal (87)	\$0.36	\$0.37	\$0.36	\$1.09
CDA Asset Forfeiture (88)	\$0.48	\$0.51	\$0.54	\$1.53
2007 Ltd Tax Ob Bond (62)	\$0.14	\$0.14	\$0.14	\$0.42
2013 Unlim Tax Rd Bond (63)	\$0.83	\$1.04	\$1.19	\$3.06
2016 Ltd Tax Gen Ob Bond(65)	\$2.55	\$2.65	\$2.59	\$7.79
Trust Account (90)	\$33.29	\$34.40	\$34.31	\$102.00
<b>Total</b>	<b>\$74.21</b>	<b>\$71.15</b>	<b>\$81.30</b>	<b>\$226.66</b>

## CD INVESTMENT LIST

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE
TXN Bank	50946	\$250,000.00	1/5/2024	Qtr	0.25%
Texas Heritage	54659	\$249,000.00	12/5/2022	Monthly	0.25%
Texas Regional	20647	\$250,000.00	5/27/2023	Qtr	0.28%
Randolph Brooks	143831	\$245,000.00	1/7/2023	Monthly	0.40%
Security Service	9080	\$250,000.00	1/19/2023	Monthly	0.60%
Security State	60000022	\$250,000.00	6/7/2023`	Monthly	0.30%

## CD Interest FY 2022

3rd Qtr FY 2022 April- June					Total CD interest earned
BANK NAME	ACCT NUMBER	April Int.	May Int.	June Int.	
<b>Texas Regional</b>	<b>20647</b>	\$ -	\$ 170.68	\$ -	\$ 170.68
<b>TXN Bank</b>	<b>50946</b>	\$ -	\$ -	\$ 155.82	\$ 155.82
<b>Randolph Brooks</b>	<b>143831</b>	\$ 80.55	\$ 83.23	\$ 80.55	\$ 244.33
<b>Security Service</b>	<b>9080</b>	\$ 127.40	\$ 123.29	\$ 127.40	\$ 378.09
<b>Security State</b>	<b>60000022</b>	\$ 61.64	\$ 63.70	\$ 61.64	\$ 186.98
<b>Texas Heritage</b>	<b>54659</b>	\$ 51.16	\$ 52.87	\$ 51.16	\$ 155.19
				Total Int	\$ 1,291.09

## Logic FY 2022

3rd Quarter FY 2022 Apr -Jun 2022	Beginning Balance	Apr. Int. 0.4195%	May. Int. 0.8113%	Jun. Int. 1.1797%	Deposits Apr	Deposits May	Deposits Jun	Withdrawals Apr	Withdrawals May	Withdrawals Jun	Ending Qtr. Balance
General	\$29,187,267.55	\$10,063.50	\$18,172.34	\$22,797.35	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	\$5,000,000.00	\$21,238,300.74
Road & Bridge	\$1,447,904.43	\$499.23	\$2,944.50	\$4,316.07	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,455,664.23
Courthouse Sec	\$26,609.42	\$9.18	\$18.35	\$25.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,662.80
Lateral Road & Bridge	\$211,318.71	\$72.86	\$145.68	\$205.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,742.37
Cty Clk Recs Mgmt	\$349,551.84	\$120.53	\$240.95	\$339.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,252.62
Cty Clk Rec Arc	\$272,155.18	\$93.85	\$187.59	\$264.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$272,700.77
Fire Marshall	\$185,804.13	\$64.07	\$128.08	\$180.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186,176.64
Coronavirus Local Fis	\$4,138,165.33	\$1,425.41	\$2,837.18	\$3,991.92	\$0.00	\$0.00	\$0.00	\$22,151.04	\$0.00	\$74,219.14	\$4,050,049.66
2007 Lim Tax Obl	\$5,075.92	\$1.77	\$3.49	\$4.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,086.12
2013 Unlim Tax Rd Bd	\$40,111.37	\$13.84	\$27.68	\$38.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,191.81
2016 LTD Tax Gen Obl	\$485,832.25	\$167.51	\$334.88	\$471.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$486,806.19
Tobacco Settlement	\$30,990.23	\$10.67	\$21.36	\$30.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,052.34
Federal SO Fort	\$77,253.23	\$26.66	\$53.23	\$74.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,408.11
Trust Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$36,458,039.59	\$12,569.08	\$25,115.31	\$32,740.60	\$0.00	\$3,000,000.00	\$0.00	\$22,151.04	\$3,000,000.00	5,074,219.14	\$31,432,094.40





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Sales Tax Report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Treasurer's office Sheryl D'Spain
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of Sales Tax report
<b>REASON FOR AGENDA ITEM</b>	To report on the portion of sales tax reimbursed from the State Comptroller's office.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County Website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**Sheryl D'Spain**

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

August 22, 2022

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

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

In August, Kendall County received collections of \$ 481,619.27 for the month of June 2022. This figure is up 2.43% from June collections the previous year. Our year-to-date collections are \$ 3,513,580.88 an increase of 12.80% from last year.

A handwritten signature in cursive script, reading "Sheryl D'Spain".

Sheryl D'Spain  
Treasurer

Sales Tax Report 2022

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

Total Sales Tax Revenue in Previous Years

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code)
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	BURN BAN was continued June 27, 2022 by a Commissioners Court order which will expire on September 25, 2022.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Community Wildfire Defense Grant
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Chrstina Bergmann, Commissioner Pct. 1 Jeffery Fincke, Fire Marshal/EMC Christie Wiley, Communicate 2 Succeed, LLC
<b>PHONE # OR EXTENSION #</b>	830-331-8254
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval to apply for a USDA Forest Service Grant to assist in the cost of developing and implementing a Community Wildfire Protection Plan (CWPP).
<b>REASON FOR AGENDA ITEM</b>	Approval for grant
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

KENDALL COUNTY, TEXAS  
GRANT APPLICATION CHECKLIST

Department Requesting Grant: Emergency Management / CWPP Core Team

Grantor: USDA Forest Service

Type of Grant: FEDERAL / STATE

Grant Title: Community Wildfire Defense Grant (CWDG)

Grant Amount: \$250,000

Grant Submission Deadline: 10/7/2022

Grant Start Date: 01/2023

How the Grant Benefits Kendall County:

- CWPP is required in place in order to apply for any future federal funding on behalf of county or residence
- CWPP is a proven strategy for reducing the risk of catastrophic wildfires and protecting lives and property

Are there any requirements made of the county immediately for long-term, such as matching funds, administrative time, new bank accounts, etc.?

10 percent match (\$25,000 max)

Department Spokesperson

Date

Christina Bergman 8.16.22

Department Head

Date

\*\*\*\*\*  
The signature of the County Auditor is for review purposes only and is required before this grant application can be presented to the Commissioners Court.

Cotinna Speer 8/16/22

County Auditor

Date

\*\*\*\*\*  
Date Approved in Commissioners Court

Kendall County Judge

# COMMUNITY WILDFIRE DEFENSE GRANT AND CWPP UPDATE

## USDA Forest Service Grant



**Christie Wiley**

Volunteer CWPP Coordinator

**Jeff Fincke**

Emergency Management Coordinator

# TABLE OF CONTENTS

**COMMUNITY WILDFIRE DEFENSE GRANT ..... 1**

    Benefits of Grant Funding .....2

    National Cohesive Wildland Fire Management Strategy .....2

    Community Wildfire Protection Plan..... 3

    Status for Kendall County, Texas ..... 3

    Future Plans ..... 3

    Action Required by Commissioners court..... 4

**ATTACHMENT ..... 4**

**OTHER REFERENCES ..... 4**



# COMMUNITY WILDFIRE DEFENSE GRANT

## OVERVIEW

- On July 26, 2022, Agriculture Secretary Tom Vilsack launched a new **\$1 billion Community Wildfire Defense Grant program**.
- This new, five-year, competitive program **funded by the Administration's Bipartisan Infrastructure Law**, is designed to assist at-risk communities with planning for and mitigating wildfire risks.
- The Law included language to ensure the program prioritizes communities that have a:
  - **High or extremely high wildfire hazard potential.**
    - **Kendall County Community Assessments will demonstrate this**
  - **Are low income, OR**
    - **At least one fire district meets the definition provided in the grant**
  - **Have been impacted by a severe disaster.**
    - **USDA Disaster Declaration, December 2022, Kendall County, Texas for "Exceptional Drought"**
    - **August 2022, Governor Abbott renews disaster proclamation for severe drought conditions in Kendall County, Texas**
- Individual grants will fund **up to \$250,000 to create** and update **community wildfire protection plans** or **conduct outreach and education**, and up to \$10 million for associated infrastructure and resilience projects.
- Local governments are encouraged to conduct planning exercises to assist their communities with wildfire preparedness, response and adaptation efforts.
- Projects must be **completed within five years of the award obligation**.
- Number of projects funded will be determined by number of applications submitted and available funding.
- **Available funding is \$200 million annually.**
- My understanding—first year grant recipients will automatically receive consideration for subsequent grant opportunities over the next five years. Next opportunity is estimated to be Spring of 2023.
- **Cost share is 10 percent (or \$25,000)** of grant funding received (\$250K maximum). **Cost share can be in the form of funds or in-kind work.** Should consider cost of administering in-kind services.
- To qualify for cost share waiver, Kendall County must meet the **Vulnerability Index** requirement. Kendall County, in its entirety, does not meet this standard. Alamo Springs fire district is the only fire district that meets the standard at face value,

## Benefits of Grant Funding

Grant funding would:

- *Provide funding to pay for subject matter expertise at distinct phases of creating the CWPP*
- *Allow for more extensive project planning*
- *Pay for the supplies for meetings, workshops, and draft report preparation*
- *Enable Core Team to hold more comprehensive community workshops with assistance from paid subject matter experts*
- *Reimburse expenses incurred by current volunteers or pay for current volunteer services according to the federal government guidelines*
- *Final report preparation, layout, and professional printing,*
- *Purchase equipment or programs within the grant guidelines.*

## Cost Share Requirements

- *County will be obligated for a 10 percent cost share or \$25,000 if maximum funding is received*

## NATIONAL COHESIVE WILDLAND FIRE MANAGEMENT STRATEGY

The FLAME Act of 2009 directed the Secretaries of Agriculture and the Department of the Interior, acting jointly, to submit to Congress a national cohesive wildland fire management strategy to respond to a Government Accountability Office report. In response, the Secretaries developed a three-phase strategy to respond. The National Cohesive Wildland Fire Management Strategy was codified and finalized in 2014. Three critical areas were identified for the Strategy to be successful:

1. *Maintain Resilient Landscapes;*
2. *Create Fire Adapted Communities;*
3. *Improve Wildfire Response*

A CWPP is established to help communities do all three.

## COMMUNITY WILDFIRE PROTECTION PLAN

- *Community Wildfire Protection Plans (CWPPs) are **a proven strategy for reducing the risk of catastrophic wildfires and protecting lives and property.***
- *Texas A&M Forest Service encourages Texas counties and communities to develop and adopt CWPPs to better prepare their region and citizens for wildfires.*

## STATUS FOR KENDALL COUNTY, TEXAS

- **County Declaration** was signed by Kendall County Commissioners Court on February 10, 2020, and the **City of Boerne Proclamation** on February 12, 2020.
- Prior to first Core Team Meeting in **March 2020**, CWPP was put on hold due to the COVID-19 pandemic.
- **April 2022**, met with Jeff Fincke, the county VFDs, and Boerne Fire for concurrence that they were ready to begin the process of developing the plan.
- **June 2022 – First Core Team Meeting** - A 12-member CWPP Core Team is established with members and subject matter experts from local, state, and federal governmental agencies, non-governmental organizations, and community volunteers.
- **July 2022** – Started the process of conducting Community Assessments
  - **First Assessments** – by Fire Response Area (Boerne FD and VFDs), City of Boerne, and boundaries of the Comfort Water District
  - **Second Round of Assessments** – High risk areas identified by District Fire Chief
- **August 2022** – Learned about the grant opportunity through the USDA to assist with preparing the County's CWPP.

## FUTURE PLANS

- *Timeline and Action Plan is a living document and is updated as we move through the process and available for review upon request.*
- *Community Workshops to educate the residents of Kendall County to their responsibilities to prepare for and act should a wildfire occur are planned.*
- *The first workshop will be held on September 29, 2022, at the Patrick Heath Library at 6 p.m..*

## REVIEW AND SELECTION PROCESS

- *Texas A&M Forest Service will review and prioritize applications for the Southern Area*
- *Grants will be awarded by the USDA Forest Service, WO State and Private Forestry*
- *Notifications of funding are expected January 2023*

## ACTION REQUIRED BY COMMISSIONERS COURT

- *Approve application for Community Wildfire Defense Grant.*
- *Understand cost-share obligation.*
- *Application deadline is **October 7, 2022, at 11:59 p.m. (ET).***

## ATTACHMENTS

- *Kendall County Proclamation – Community Wildfire Protection Plan*
- *CWPP Core Team Members*

## OTHER REFERENCES

- *Biden's Bipartisan Infrastructure Law at: <https://www.whitehouse.gov/bipartisan-infrastructure-law/>*
- *Community Wildfire Defense Grant Program at: <https://www.fs.usda.gov/managing-land/fire/grants>*
- *National Cohesive Wildland Fire Management Strategy at: <https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>*
- *Texas A&M Forest Service Community Wildfire Protection Plan Guide at: [https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Preparing\\_for\\_Wildfires/Prepare\\_Your\\_Home\\_for\\_Wildfires/Contact\\_Us/CWPPGuide%20\(2\).pdf](https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Preparing_for_Wildfires/Prepare_Your_Home_for_Wildfires/Contact_Us/CWPPGuide%20(2).pdf)*

## ATTACHMENTS

### RESOLUTION SUPPORTING THE DEVELOPMENT OF A COMMUNITY WILDFIRE PROTECTION PLAN

**WHEREAS**, Texas is experiencing unprecedented growth and development in areas that were once rural, coupled with an increase in the occurrence of wildfires; and

**WHEREAS**, the greatest risk to public safety and property from wildfires exists in those areas where development meets vegetation—the wildland urban interface (WUI)—and the best defense is preparedness and public education concerning dangers that wildfires pose to the residents and natural resources of Kendall County, Texas; and

**WHEREAS**, a Community Wildfire Protection Plan (CWPP)—a written document, collaboratively prepared, and mutually agreed upon by local, state, and federal representatives and non-governmental stakeholders that identifies how a community will reduce its risks from wildfire—is authorized under the provisions outlined in Title I of the Healthy Forests Restoration Act of 2003; and

**WHEREAS**, a CWPP addresses structural ignitability, prioritizes hazardous fuel reduction efforts on public and private lands, and recommends measures for homeowners and communities to reduce ignitability; and

**WHEREAS**, a CWPP offers the best way for communities to prepare for and mitigate their risks from wildfire; and

**WHEREAS**, those communities with a CWPP receive priority when state and federal governments allocate funding for wildfire mitigation; and

**WHEREAS**, the development of a CWPP provides a community the opportunity to both understand the risks and actively participate in mitigating those risks.

**NOW, THEREFORE BE IT RESOLVED**, the Commissioners Court of Kendall County, duly acting in its capacity as a governing body of Kendall County, hereby supports the development of a Community Wildfire Protection Plan, in accordance with the Healthy Forests Restoration Act of 2003.

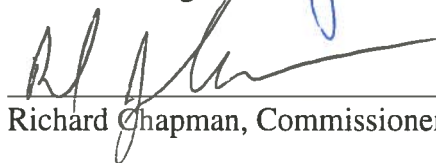
**PASSED AND APPROVED** this 10th day of February 2020.



Darrel L. Lux, County Judge



Christina Bergmann, Commissioner, Pct. 1



Richard Chapman, Commissioner, Pct 3



Richard W. Elkins, Commissioner, Pct. 2



Don Durden, Commissioner, Pct. 4

## **CWPP CORE TEAM MEMBERS**

County Commissioner Pct-1 Christina Bergmann;

CWPP Program Coordinator Alex Bregenzer, Texas A&M Forest Service;

Vice President of Conservation Ben Eldredge, Cibolo Center for Conservation;

Kendall County Emergency Management Coordinator Jeff Fincke;

Fire Chief Ray Hacker, City of Boerne Fire Department;

Fire Marshal and Assistant Fire Chief Robert Lee, City of Boerne Fire Department;

Fire and Habitat Coordinator Mike Lloyd, Texas Parks and Wildlife;

(Retired) Fire Chief Doug Meckel, City of Boerne Fire Department;

Fire Chief Joe Paolilli, Waring Volunteer Fire Department;

Sergeant Heather Pomeroy, Kendall County Sheriff's Office;

Kendall County Judge-Elect Shane Stolarczyk;

Board Member Bob Webster, Cow Creek Groundwater Conservation District; and

(Retired) Communication Director Christie Wiley, US Department of the Interior, Office of Wildland Fire

### **Subject Matter Experts**

Kendall County GIS Michael Howle

Natural Resources Conservation Service, District Conservationist Amanda Kirchner



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Lease of BISD property in order to construct an EMS and Law enforcement substation
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Chapman, Commissioner Precinct 3
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a fifty year ground lease with Boerne Independent School District for the construction of an EMS and law enforcement substation at the location of the Voss Middle School.
<b>REASON FOR AGENDA ITEM</b>	Kendall County has negotiated a lease of property from BISD in order to build an EMS and law enforcement substation to better provide emergency and security services to Kendall County citizens.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Plat Revision Gemini Oaks Subdivision Unit 2 Lot 7A
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 252
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a plat revision of Gemini Oaks Subdivision Unit 2 lot 7A filed in Volume 6, page 286 of the Plat Records of Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The proposed plat revision would create a 6.059 acre lot (Lot 7A-1) and a 6.49 acre lot (Lot 7A-2). A public hearing was held on July 11, 2022. Members of the public were present to speak (Jeff and Stephanie Sommers - Owners)
<b>REASON FOR AGENDA ITEM</b>	Plat Revision Gemini Oaks Subdivision Unit 2 Lot 7A
<b>WHO WILL THIS AFFECT?</b>	Pct # 2
<b>ADDITIONAL INFORMATION</b>	None

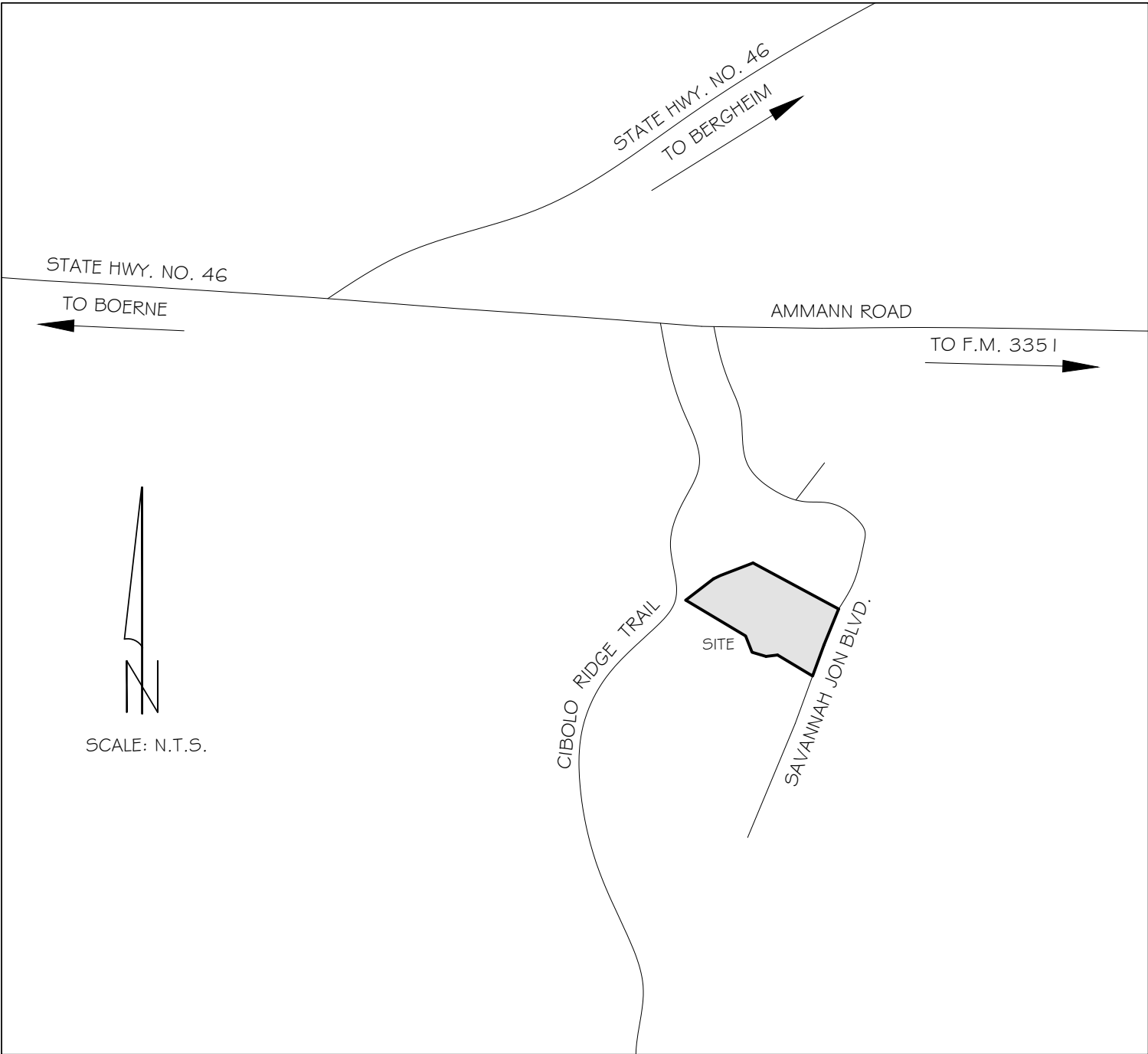


NOTES:

- 1.) NO PORTIONS OF THIS PROPERTY ARE LOCATED IN FEMA FLOOD ZONE "A" ACCORDING TO FLOOD INSURANCE RATE MAP #48259C0420F DATED DECEMBER 17, 2010.
- 2.) LOCATION AND TYPE OF UNDERGROUND UTILITIES, ETC. IF ANY, WITH ASSOCIATED EQUIPMENT THAT ARE ON OR THAT ENTER, CROSS OR LEAVE THIS TRACT ARE UNKNOWN.
- 3.) WATER SERVICE TO EACH LOT SHALL BE PROVIDED BY A PRIVATE WELL CONSTRUCTED ON EACH LOT BY THE OWNER THEREOF MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT AND TCEQ. WELLS SHALL HAVE A 100' RADIUS SANITARY CONTROL EASEMENT UNLESS A SMALLER EASEMENT IS PERMITTED BY THE COW CREEK GROUNDWATER CONSERVATION DISTRICT.
- 4.) SEWAGE FACILITIES FOR THESE LOTS SHALL BE PROVIDED BY AN ON-SITE SEWAGE FACILITY CONSTRUCTED ON EACH LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY AND TCEQ.
- 5.) THIS SUBDIVISION IS WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT.
- 6.) ELECTRIC SERVICE PROVIDED BY FEDERNALES ELECTRIC COOPERATIVE . INC.
- 7.) TELEPHONE SERVICE PROVIDED BY GUADALUPE VALLEY TELEPHONE COOP. INC.
- 8.) THIS AMENDING PLAT DOES NOT REMOVE ANY RESTRICTIONS OR EASEMENTS CREATED BY PREVIOUS SUBDIVISION PLATS OF THIS PROPERTY OR BY OTHER METHODS
- 9.) THESE LOTS ARE WITHIN THE EXTENDED ETJ OF THE CITY OF BOERNE.
- 10.) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, NAD 83.

PLAT REVISION  
GEMINI OAKS SUBDIVISION  
UNIT 2  
A PLAT REVISION of  
LOT 7A, GEMINI OAKS SUBDIVISION, UNIT 2  
recorded in Volume 6, Page 286, Plat Records, Kendall County, Texas,  
creating  
LOTS 7A-1 and 7A-2, GEMINI OAKS SUBDIVISION, UNIT 2

TWO NEW LOTS AND NO NEW ROADS



This PLAT REVISION of Lot 7A in Gemini Oaks Subdivision, Unit 2, recorded in Volume 6, Page 286, Plat Records, Kendall County, Texas 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 \_\_\_\_\_ A.D., 2022.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Pct. No. 1

\_\_\_\_\_  
Commissioner, Pct. No. 3

\_\_\_\_\_  
Commissioner, Pct. No. 2

\_\_\_\_\_  
Commissioner, Pct. No. 4

STATE OF TEXAS  
COUNTY OF KENDALL

The owner of the land identified by tract numbers recorded in the volume and page numbers shown on this plat and whose name is subscribed hereto and in person or through duly authorized agents, acknowledge 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.

\_\_\_\_\_  
Jeff Sommers  
Owner

\_\_\_\_\_  
Stephanie Sommers  
Owner

STATE OF TEXAS  
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Jeff Sommers and Stephanie Sommers, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 \_\_\_\_\_ A.D., 2022.

\_\_\_\_\_  
State of Texas Notary Public

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

\_\_\_\_\_,2022.  
Engineer Date

STATE OF TEXAS  
COUNTY OF KENDALL

I, DARLENE HERRIN COUNTY CLERK OF KENDALL COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M IN THE PLAT RECORDS OF KENDALL COUNTY TEXAS, DOCUMENT NO \_\_\_\_\_.

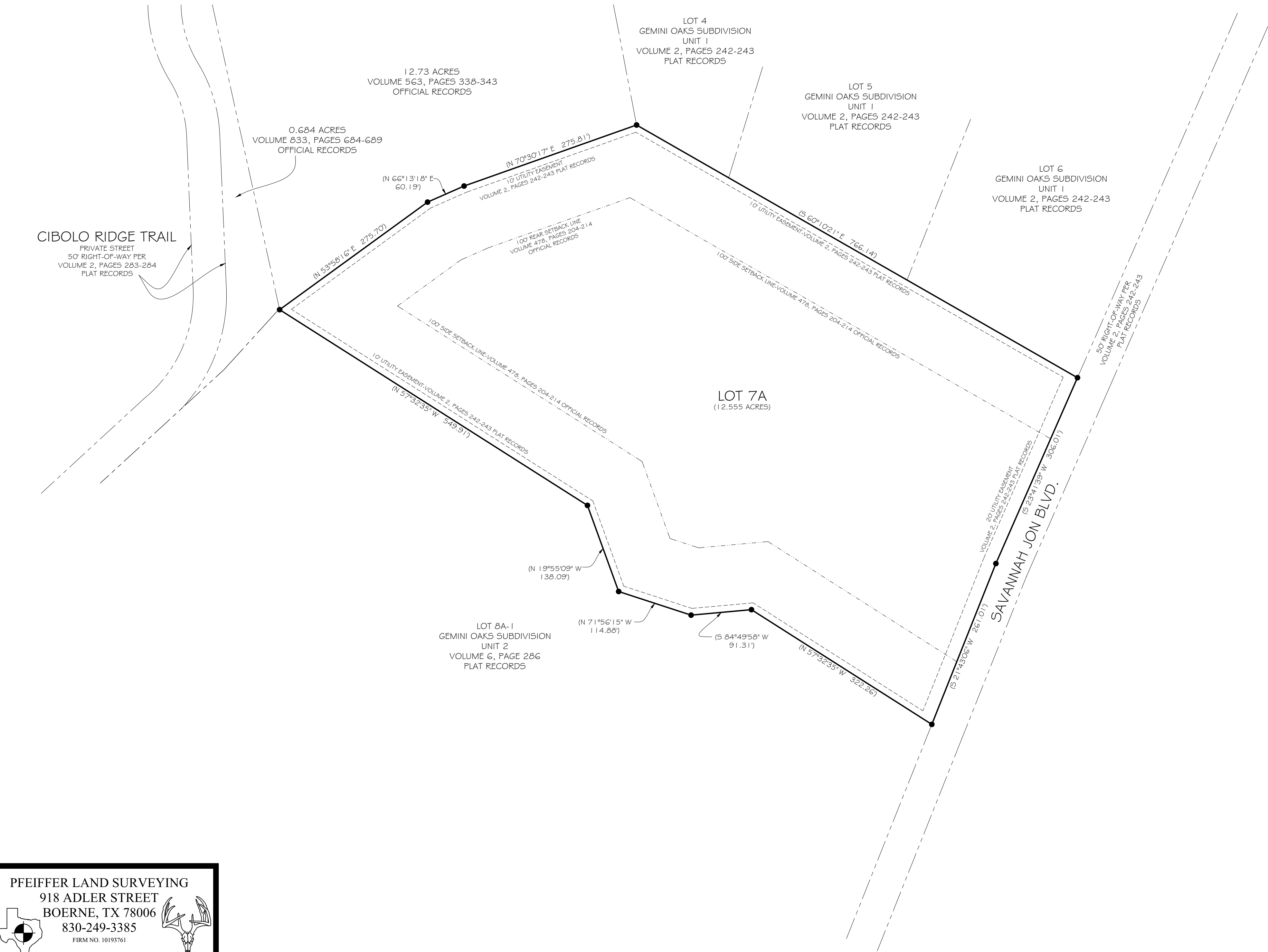
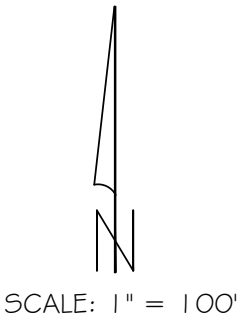
TAX CERTIFICATE AFFIDAVIT FILED THIS DATE, DOCUMENT NO. \_\_\_\_\_.

BY \_\_\_\_\_ DEPUTY



EXISTING - AS RECORDED

Lot 7A, Gemini Oaks Subdivision, Unit 2,  
recorded in Volume 6, Page 286,  
Plat Records, Kendall County, Texas.



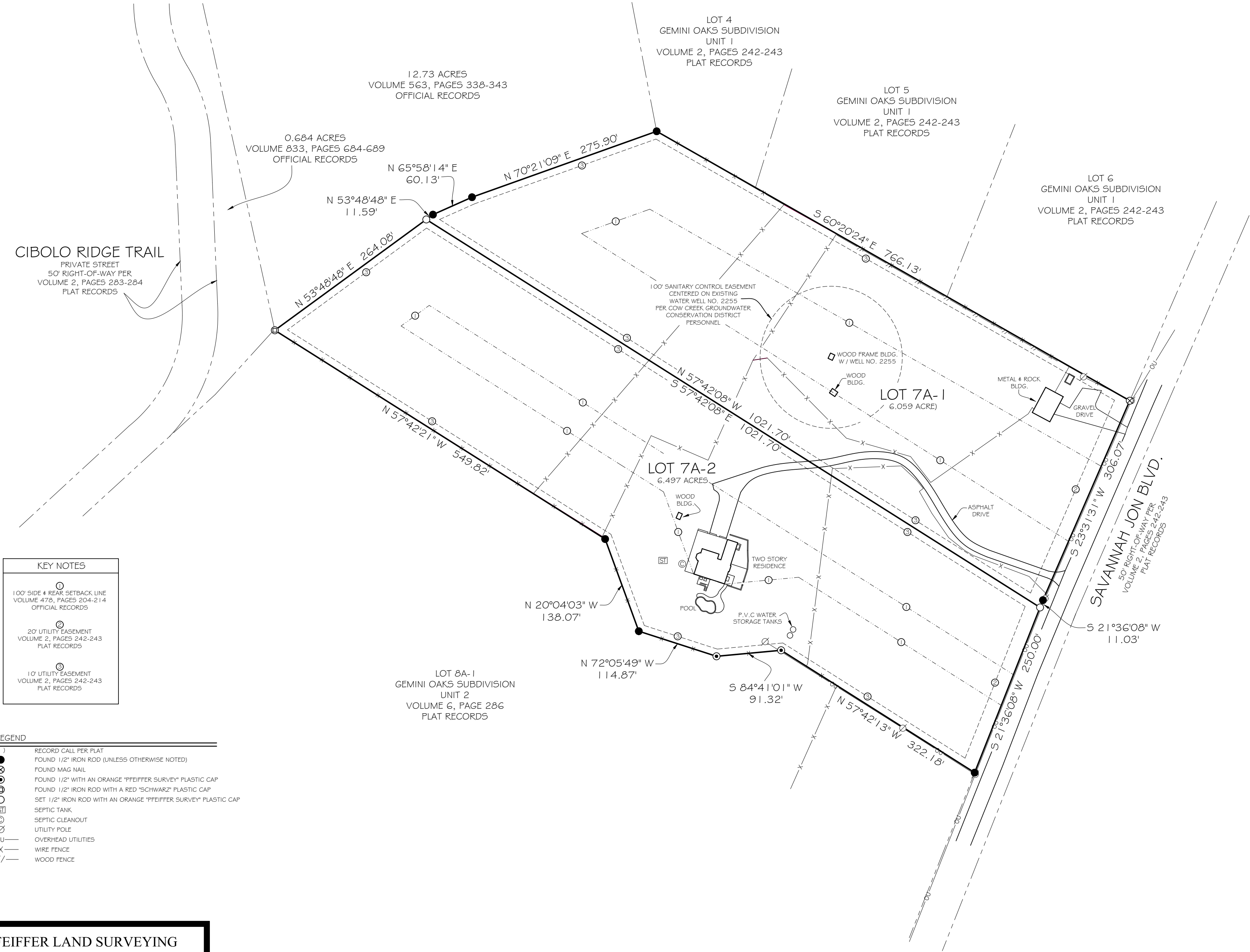
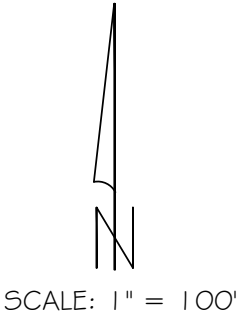


PFEIFFER LAND SURVEYING  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385  
FIRM NO. 10193761



AMENDED - AS SURVEYED

Lots 7A-1 and 7A-2, Gemini Oaks Subdivision, Unit 2,  
Kendall County, Texas.



KEY NOTES	
⓪	100' SIDE & REAR SETBACK LINE VOLUME 478, PAGES 204-214 OFFICIAL RECORDS
Ⓛ	20' UTILITY EASEMENT VOLUME 2, PAGES 242-243 PLAT RECORDS
Ⓜ	10' UTILITY EASEMENT VOLUME 2, PAGES 242-243 PLAT RECORDS

LEGEND	
⓪	RECORD CALL PER PLAT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊗	FOUND MAG NAIL
⊕	FOUND 1/2" WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
⊙	FOUND 1/2" IRON ROD WITH A RED "SCHWARZ" PLASTIC CAP
⦶	SET 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
ST	SEPTIC TANK
Ⓞ	SEPTIC CLEANOUT
Ⓜ	UTILITY POLE
—OU—	OVERHEAD UTILITIES
—X—	WIRE FENCE
—//—	WOOD FENCE

PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief - Zinke Creek Farms (43000B IH10)
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Assistant County Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 252
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from the road frontage and platting requirements in accordance to Section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create six 55(+) acre tracts out of a parent tract of approximately 411 acres. Access to the tracts would be over a 60' wide easement for roadway purposes to I-10 (Thomas Beauchamp, Brickstone Development, LP – Owner)
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - Zinke Creek Farms (43000B IH 10)
<b>WHO WILL THIS AFFECT?</b>	Pct 4
<b>ADDITIONAL INFORMATION</b>	Easement will need to be named for 911 addressing purposes. The road will be built to meet fire code, including adequate turnaround. The developer proposes restrictions for the property including no further divisions.

## **REQUEST FOR RELIEF (Variance)**

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

1. Date 7-22-22
2. Location of Property: The Property is located off of Interstate 10 as shown on the map  
and other documents included herein.
3. Name of Development (If Applicable): Zinke Creek Farms
4. Property Owner/Developer Name Kelly Sutton
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
Section 101 of the KC Development Rules and Regulations requires an owner or  
developer who divides a tract of land into two or more parts to prepare a plat and submit  
the plat for approval to Commissioners Court, and requires that development comply  
with KC Rules and Regulations. Applicant seeks a variance from these requirements.
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.  
Applicant's proposed development would divide the Property into tracts that are  
55 acres or larger, restrict the tracts so that no further subdivision is allowed, and  
would provide for access via an all-weather road. Strict interpretation is not required.
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
Dividing the property into larger tracts would not require strict compliance with  
KC subdivision regulations. Each tract would have its own septic and well.  
The proposed development would be safe, orderly, and healthful.

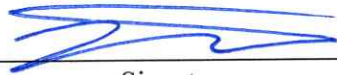
- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

No tract would be smaller than 55 acres. Restrictions would protect the Property.

The relief sought and the development itself would benefit the public and not be detrimental to the health, safety, and welfare of the public.

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

The proposed development would have no impact on other developments in the area.



Signature



Phone Number

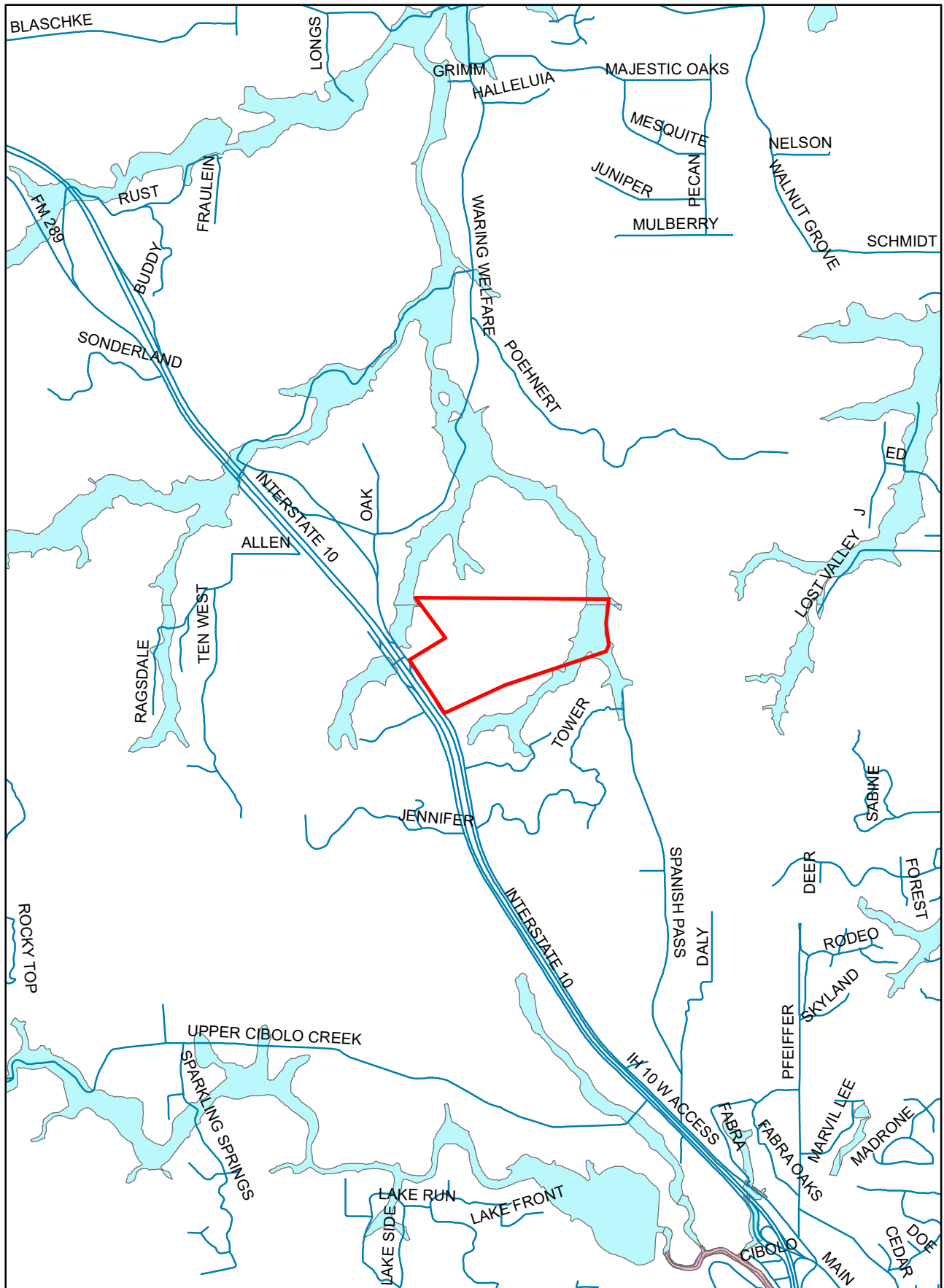
KEELY SUTTON

Printed Name

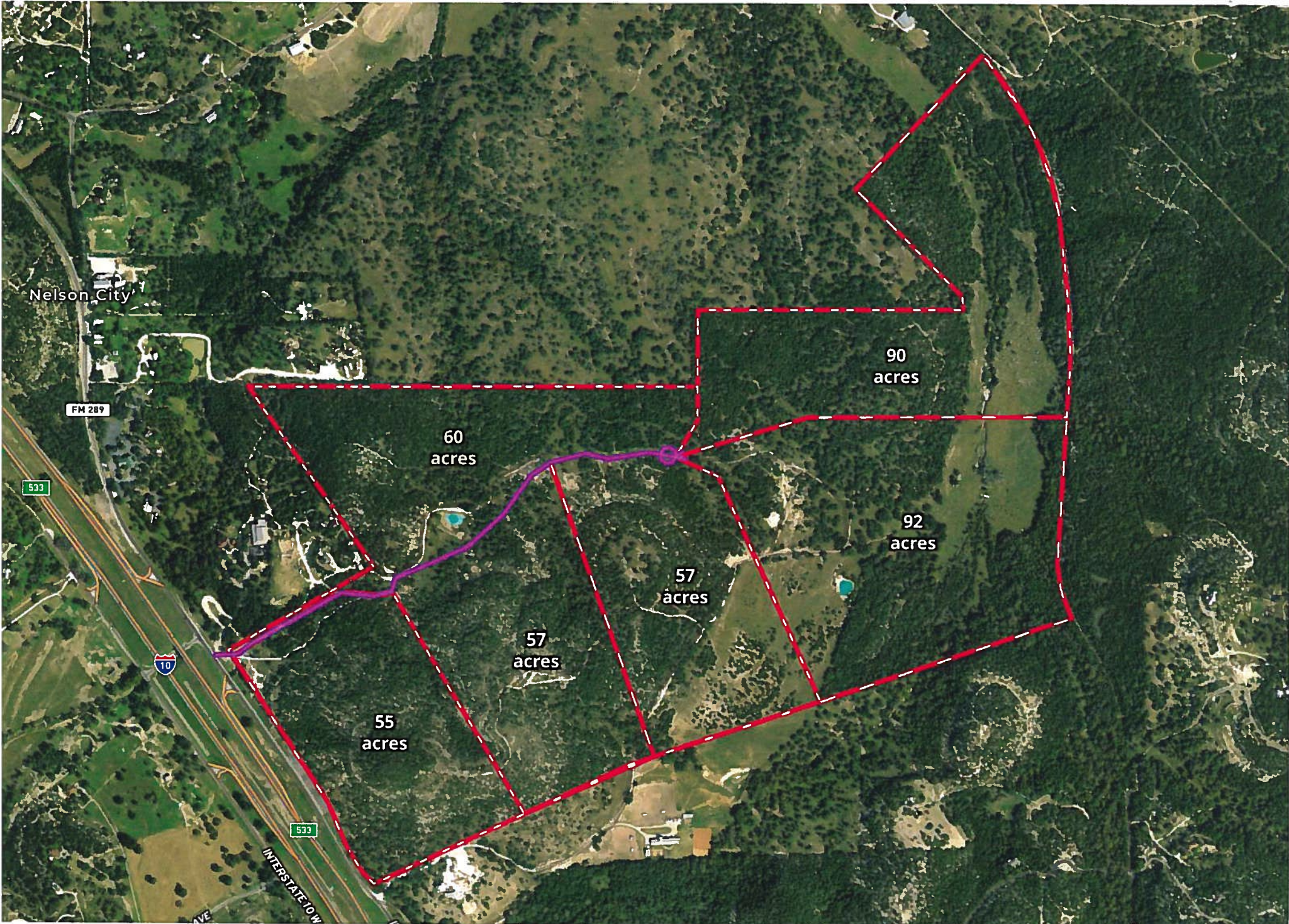
7-22-22

Date











## **ZINKE CREEK FARMS**

**Current Restrictions on Property (Doc #00243632 - Vol 1183 Pg 506)**

**No portion of the Property shall be used for any of the following purposes and each such use is expressly prohibited on the Property:**

- 1. Placement or operation of mobile home parks, manufactured housing parks, “trailer” parks, or self-storage commercial operations.**
- 2. Operation of junk yards, salvage yards or abandoned vehicle operations.**
- 3. Dumping, disposal, incineration or reduction of garbage, recyclable materials, or refuse of any nature, other than garbage or refuse produced by Owner(s).**
- 4. Smelting of iron, tin, zinc or processing of other ore or minerals.**
- 5. Landfill operations.**
- 6. Any activity which may be considered noxious or harmful by reason of odor, dust, smoke, fumes, noise or pollutants.**
- 7. Using traps or poisonous baits at any time with the exception of their use for the control of household rodents.**
- 8. Crematorium.**
- 9. Heavy industrial uses, such as defined in the Zoning and Planning Code for Kendall County.**
- 10. Sexually oriented or “adult” businesses.**
- 11. Pawn shops.**
- 12. All waste receptacles must be kept in a sanitary condition.**

### **Additional Proposed Restrictions:**

- 13. The Property may not be subdivided.**
- 14. No commercial use.**
- 15. No mobile, manufactured or prefabricated homes.**
- 16. No structures may be built, and no other development is allowed, in the FEMA 100-year floodplain.**
- 17. Construction of improvements on each ranch is limited to one main home, one attached guest home, one barn and one unlighted/uncovered riding arena. All other structures are prohibited.**
- 18. Owners shall utilize minimum standard or greater “dark sky” exterior lighting on all structures.**

**PROPOSED PROJECT NAME:**

**Zinke Creek Farms**

**PROPOSED STREET NAME:**

- 1. Zinke Farm Road**
- 2. Zinke Creek Road**
- 3. Zinke Falls Road**

**ROAD:**

**The road will be, at minimum, an all-weather road that conforms to the Kendall County fire department requirements including width of road, gradient and adequate turnaround for fire trucks.**

**WATER & SEPTIC**

**The farms sizes will be approximately 50 to 95 acres each, and should therefore qualify for Cow Creek wells and septic systems.**

**ELECTRIC:**

**The property has electric service already on-site and a utility easement will be located along the entire perimeter of each farm to allow for the extension of power as needed.**

**Kelly Sutton**

**XXXXXXXXXXXX**



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Final Plat Bergheim Business Park
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Final Plat for Bergheim Business Park, in accordance to Section 204 of the Kendall County Development Rules and Regulations and Kendall County Court Order No. 06-27-2016A. The proposed commercial subdivision consists of 9.814 acres, 5 commercial, 2 non-commercial/non-residential lots, 465 linear feet of roadway with a density of 1.96 acres per commercial lot. The proposed subdivision will be served by a public water system (central water) and On-Site Sewage Facilities. (Bergheim Business Park I, LLC, Michael W. Cude)
<b>REASON FOR AGENDA ITEM</b>	Preliminary Plat Bergheim Business Park
<b>WHO WILL THIS AFFECT?</b>	Pct # 3
<b>ADDITIONAL INFORMATION</b>	Development is subject to Court Order 06-27-2016A: Requirements for Condominiums, Other Multi-Family Housing Developments, Other Multi-Unit Developments, Commercial Establishments and Public Buildings.

STATE OF TEXAS  
COUNTY OF KENDALL

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL W. CUDE, OWNER OF BERGHEIM BUSINESS PARK I, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, OWNER OF 9.814 ACRES OF LAND BEING OUT OF THE B.F. NEAL SURVEY NO. 284, ABSTRACT NO. 355, KENDALL COUNTY, TEXAS, ALSO BEING A PORTION OF A 3.456 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 1739, PAGE 545, AND BEING ALL OF A 9.496 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED, RECORDED IN VOLUME 1790, PAGE 297, BOTH BEING OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 9.814 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "BERGHEIM BUSINESS PARK" SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND I DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES, SUBJECT TO ANY EASEMENT AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS LOT 1000, BLOCK 'Z', FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICK UP AND ANY OTHER REASONABLE PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY.

OWNER:  
BERGHEIM BUSINESS PARK I, L.L.C.  
4122 POND HILL ROAD, SUITE 101  
SAN ANTONIO, TX 78231

BY:  
MICHAEL W. CUDE,  
OWNER OF BERGHEIM BUSINESS PARK I, L.L.C.,

STATE OF TEXAS  
COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_  
KNOWN BY 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 \_\_\_\_\_, 2022.

NOTARY PUBLIC  
STATE OF TEXAS

THE FINAL PLAT OF BERGHEIM BUSINESS PARK, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONER'S COURT OF KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_  
COUNTY JUDGE

COMMISSIONER, PRECINCT #1 COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3 COMMISSIONER, PRECINCT #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, DARLENE HERRIN, 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. 2022, AT \_\_\_\_\_M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. \_\_\_\_\_.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN DOCUMENT NO. \_\_\_\_\_, KENDALL COUNTY OFFICIAL RECORDS. IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

COUNTY CLERK  
KENDALL COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

NOTARY PUBLIC  
STATE OF TEXAS

# BERGHEIM BUSINESS PARK

## FINAL PLAT

A SUBDIVISION OF 9.814 ACRES OF LAND BEING OUT OF THE B.F. NEAL SURVEY NO. 284, ABSTRACT NO. 355, KENDALL COUNTY, TEXAS, ALSO BEING A PORTION OF A 3.456 ACRE TRACT OF LAND RECORDED IN VOLUME 1739, PAGE 545, AND BEING ALL OF A 9.496 ACRE TRACT OF LAND RECORDED IN VOLUME 1790, PAGE 297, BOTH BEING OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

NUMBER OF LOTS:

ROAD SUMMARY:

PROPOSED ROADWAY:

SEWAGE DISPOSAL METHOD:

POTABLE WATER SUPPLY:

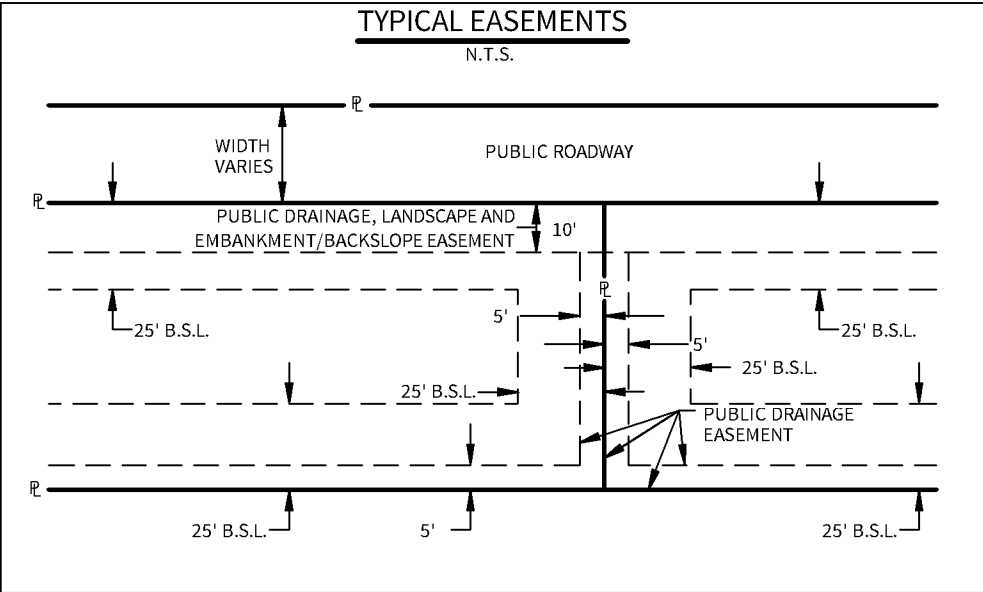
5 COMMERCIAL & 2 NON-COMMERCIAL/NON RESIDENTIAL LOTS

1 PUBLIC ROADWAY

465 L.F.

INDIVIDUAL ON-SITE SEWAGE FACILITY

PUBLIC WATER SYSTEM (WATER WELL)



STATE OF TEXAS  
COUNTY OF KENDALL

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WAS ACCOMPLISHED UNDER MY DIRECT SUPERVISION.

W. PATRICK MURPHY, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 111597

SWORN TO AND SUBSCRIBED BEFORE ME THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC  
STATE OF TEXAS

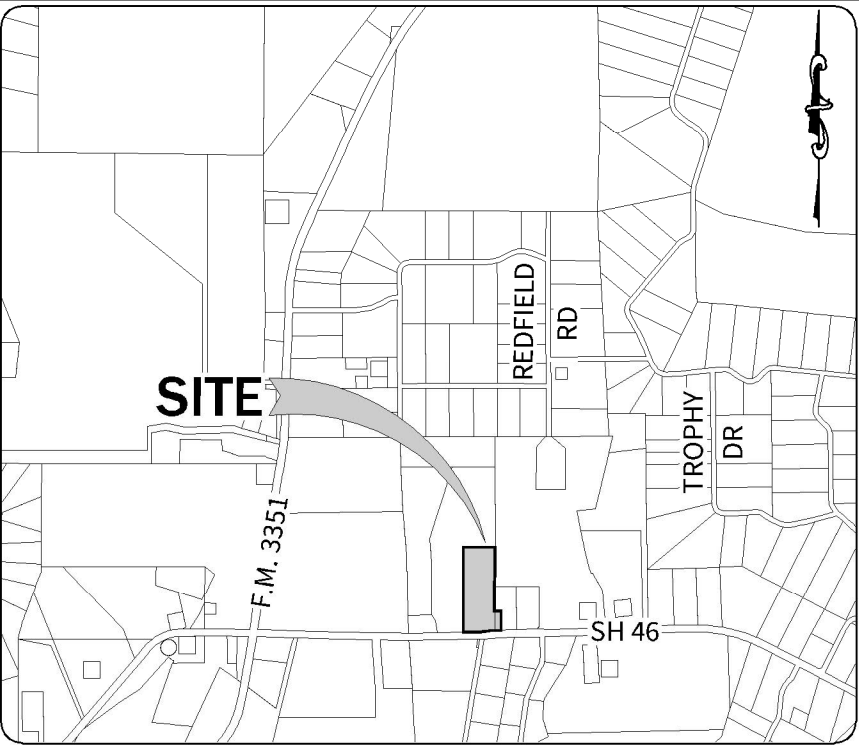
STATE OF TEXAS  
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

YURI V. BALMACEDA WHEELLOCK, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6815

SWORN TO AND SUBSCRIBED BEFORE ME THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

NOTARY PUBLIC  
STATE OF TEXAS



LOCATION MAP  
N.T.S.

## NOTES:

- MINIMUM BUILDING SETBACKS ARE LABELED ON THE PLAT MAP. THE ARCHITECTURAL REVIEW COMMITTEE OF THE PROPERTY OWNERS' ASSOCIATION MAY FURTHER RESTRICT BUILDING SETBACKS OR BUILDING LOCATIONS AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE KENDALL COUNTY OFFICIAL RECORDS.
- WATER SERVICE SHALL BE PROVIDED BY A PUBLIC WATER SYSTEM MEETING THE REQUIREMENTS OF T.C.E.Q. AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY HAVING JURISDICTION OVER PUBLIC WATER SYSTEMS. OWNER, FOR ITSELF, SUCCESSORS, AND ASSIGNS RESERVES THE RIGHT TO DRILL, OPERATE AND MAINTAIN PRIVATE OR PUBLIC WATER WELLS INCLUDING REDRILLING, REPLACEMENT, REWORKING AND ENLARGEMENT OF EXISTING WELLS. OTHER THAN THE RESERVATION OF RIGHTS PREVIOUSLY RESERVED UNTO THE OWNER, ITS SUCCESSORS AND ASSIGNS, PRIVATE WATER WELLS ARE NOT PERMITTED ON ANY LOTS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE OWNER.
- SEWAGE FACILITIES SHALL BE PROVIDED BY CONSTRUCTION OF A PRIVATE INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEM CONSTRUCTED ON THE LOT BY THE OWNER THEREOF APPROVED UNDER THE RULES OF KENDALL COUNTY FOR PRIVATE SEWAGE FACILITIES AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY HAVING JURISDICTION OVER THE INSTALLATION AND USE OF PRIVATE SEWAGE FACILITIES. THE LOT OWNER IS RESPONSIBLE FOR OBTAINING THE NECESSARY GOVERNMENTAL PERMITS AND FOR THE MAINTENANCE OF THE PRIVATE SEWAGE FACILITY.
- TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED BY GEODETIX, INC.
- THIS SUBDIVISION LIES TOTALLY WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT AS DETERMINED BY THE KENDALL COUNTY CENTRAL APPRAISAL DISTRICT.
- BOUNDARIES OF ORIGINAL PATENT SURVEYS AND ACREAGES SHOWN HEREON FOR SOME ARE APPROXIMATE AND WERE NOT RELOCATED BY THIS SURVEY.
- ALL PUBLIC UTILITY EASEMENTS SHALL ONLY BE USED BY PUBLIC OR PRIVATE UTILITY ENTITIES (UNLESS OTHERWISE EXPRESSLY AUTHORIZED IN WRITING BY OWNER) FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE, GAS, STORM DRAINAGE, POTABLE OR NON-POTABLE WATER, TREATED OR UNTREATED WASTEWATER AND/OR CABLE TELEVISION LINES AND APPURTENANCES, WHICH PROVIDE SERVICE SOLELY AND EXCLUSIVELY TO THE PROPERTY INCLUDED IN THIS PLAT OR ANY ADJOINING PROPERTY DEVELOPED OR TO BE DEVELOPED AS PART OF THE BERGHEIM BUSINESS PARK OR PROPERTY WHICH IS BEING DEVELOPED BY AN ENTITY OWNED IN WHOLE OR IN PART BY THE PRINCIPALS, PARTNERS OR OWNERS OF THE ENTITY WHICH OWNS THE PROPERTY DESCRIBED HEREIN.
- IT IS UNDERSTOOD AND AGREED THAT NON-EXCLUSIVE PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED UPON THE SURFACE OR UNDERGROUND WITHIN THE EASEMENTS DEDICATED HEREIN. 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 PRIVATE ROADWAYS 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 MAINTENANCE OF LOTS 3000 AND 3001 BLOCK A, AND LOT 1000, BLOCK Z, DRAINAGE EASEMENTS AND EASEMENTS OF ANY OTHER NATURE WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR THE PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF KENDALL COUNTY.
- NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF KENDALL COUNTY. KENDALL COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENT AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
- ALL UTILITIES INSTALLED WITHIN ANY PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT SHALL BE UNDERGROUND EXCEPT SUCH PORTIONS THAT ARE NECESSARY OR REQUIRED BY LAW TO BE MAINTAINED ABOVEGROUND WHICH ARE TYPICAL COMPONENTS OF AN UNDERGROUND UTILITY SYSTEM THAT ARE NONETHELESS CONSTRUCTED ABOVEGROUND AND WHICH HAVE BEEN APPROVED BY THE OWNER OR THE DECLARANT OF ANY RESTRICTIVE COVENANTS IMPOSED UPON THE PROPERTY DESCRIBED HEREIN IN WRITING PRIOR TO THEIR CONSTRUCTION.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (93).
- 1/2" INCH IRON RODS WITH CAP STAMPED "CUDE" SET AT ALL PROPERTY CORNERS EXCEPT WHERE NOTED OTHERWISE.
- NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48259C0450F, DATED DECEMBER 17, 2010.
- AS USED HEREIN, THE TERM "PROPERTY OWNERS' ASSOCIATION" SHALL MEAN ANY PROPERTY OWNERS' ASSOCIATION HAVING JURISDICTION OVER THE PROPERTY DESCRIBED HEREIN AND THEIR SUCCESSORS AND ASSIGNS WHENEVER CREATED.
- THE CURRENT ELECTRIC SERVICE PROVIDER IS PEDERNALES ELECTRIC COOPERATIVE, PROVIDED HOWEVER, DECLARANT RESERVES THE RIGHT TO ALLOW OTHER ELECTRIC SERVICE PROVIDERS TO SERVE THIS PLATTED AREA OR OTHER PORTIONS OF BERGHEIM BUSINESS PARK.
- THE CURRENT TELECOMMUNICATION SERVICE PROVIDER IS GUADALUPE VALLEY TELEPHONE COMPANY, PROVIDED HOWEVER, DECLARANT RESERVES THE RIGHT TO ALLOW OTHER TELECOMMUNICATIONS SERVICE PROVIDERS TO SERVE THIS PLATTED AREA OR OTHER PORTIONS OF BERGHEIM BUSINESS PARK.

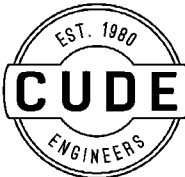
## NOTES CONTINUED:

- THIS PLAT IS NOT WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY.
- FIRE PROTECTION WILL BE PROVIDED BY WATER STORAGE TANK.
- ANY REPAIRS, MAINTENANCE OR INSTALLATION OF UTILITY LINES WITHIN THE PUBLIC UTILITY EASEMENT ON LOT 1000, BLOCK Z SHALL BE PERFORMED IN A MANNER WHICH WILL NOT RESULT IN THE EXCAVATION OF THE SURFACE OF ANY EXISTING PAVED ROADWAY, ROADWAY SHOULDER, DRAINAGE DITCH OR ANY PERMANENT ROADWAY, RETAINING, OR DRAINAGE STRUCTURE WITHOUT THE APPROVAL OF AN OFFICER OF THE BERGHEIM BUSINESS PARK PROPERTY OWNERS ASSOCIATION, UNLESS SUCH REPAIRS ARE REQUIRED IN AN EMERGENCY SITUATION. IT IS THE INTENTION THAT ANY REPAIRS, MAINTENANCE, OR INSTALLATION OF NEW UTILITY LINE WHICH OCCUR AFTER THE INITIAL ROADWAY CONSTRUCTION IS COMPLETED BE PERFORMED BY BORING UNDER ANY EXISTING ROADWAY.
- LOT 3000 AND LOT 3001, BLOCK A ARE HEREBY DEDICATED AS PUBLIC DRAINAGE EASEMENTS. THESE LOTS WILL BE DEEDED TO THE BERGHEIM BUSINESS PARK PROPERTY OWNERS' ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.
- SUFFICIENT OPEN AREAS SHALL BE PROVIDED BY THE DEVELOPER TO SERVE THE OCCUPANTS, USERS, AND/OR GUESTS OF THE DEVELOPMENT AS DETERMINED BY THE COMMISSIONERS COURT BASED ON THE NUMBER OF UNITS IN THE DEVELOPMENT, THE SIZE OF SUCH UNITS, AND THE INTENDED USE OF SUCH UNITS.
- THE PERIMETER OF THE DEVELOPMENT SHALL BE ENCLOSED IN PRIVACY FENCING AND/OR LANDSCAPING TO A MINIMUM HEIGHT FROM THE GROUND OF SIX (6) FEET. NO CHAIN LINK OR WIRE FENCING WILL BE PERMITTED.
- SUFFICIENT LIGHTING SHALL BE PROVIDED WITHIN THE DEVELOPMENT TO ILLUMINATE ALL AREAS OF THE DEVELOPMENT FOR SAFETY, SECURITY, LAW ENFORCEMENT, AND EMERGENCY SERVICES PURPOSES. SUCH LIGHTING SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE TO KENDALL COUNTY COURT ORDER 09-27-2021 OR COURT ORDER IN EFFECT AT TIME OF DEVELOPMENT.
- THIS SUBDIVISION DOES HAVE THE AVAILABILITY OF COMMERCIAL WASTE COLLECTION.
- UNLESS APPROVED BY THE COMMISSIONERS COURT, NO ON STREET PARKING OF MOTOR VEHICLES WILL BE PERMITTED IN THE DEVELOPMENT. ADEQUATE PARKING SPACES SHALL BE PROVIDED WITHIN THE DEVELOPMENT FOR OCCUPANTS, USERS, AND/OR GUESTS AS DETERMINED BY THE COUNTY ENGINEER AND/OR DEVELOPMENT ENGINEER, BASED ON THE NUMBER OF UNITS IN THE DEVELOPMENT, THE SIZE OF SUCH UNITS, AND THE INTENDED USE OF SUCH UNITS.
- NO STRUCTURE SHALL EXCEED THREE STORIES (35FT) IN HEIGHT.
- MAXIMUM IMPERVIOUS COVER ALLOWED PER LOT IS 90%.
- FACILITIES, BUILDINGS OR PORTION OF BUILDINGS HEREAFTER CONSTRUCTED SHALL BE ACCESSIBLE TO FIRE DEPARTMENT APPARATUS BY WAY OF AN APPROVED FIRE APPARATUS ACCESS ROAD WITH AN ASPHALT, CONCRETE OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING UP TO 75,000 POUNDS (34,050 KG), APPENDIX D, SECTION D102, 2021 INTERNATIONAL FIRE CODE, ADOPTED BY KENDALL COUNTY, EFFECTIVE JANUARY 1, 2022.
- BUILDINGS OR FACILITIES WITHIN THIS DEVELOPMENT HAVING A CUMULATIVE GROSS BUILDING AREA OF MORE THAN 62,000 SQUARE FEET (5760 M^2) SHALL BE PROVIDED WITH TWO SEPARATE AND APPROVED FIRE APPARATUS ACCESS ROADS. APPENDIX D, SECTION D104, 2021 INTERNATIONAL FIRE CODE, ADOPTED BY KENDALL COUNTY, EFFECTIVE JANUARY 1, 2022.
- PLAT PREPARED JULY 11, 2022.

## TXDOT NOTES:

- FOR DEVELOPMENTS DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR PRESENT AND/OR FUTURE NOISE MITIGATION.
- THE DEVELOPER AND/OR THE FUTURE LANDOWNER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO TXDOT HIGHWAY AND DRAINAGE SYSTEM WITHIN THE RIGHT-OF-WAY. A HYDRAULIC REVIEW IS REQUIRED.
- INTERSECTIONS AND/OR DRIVEWAY ACCESS TO THE STATE HIGHWAY WILL BE REGULATED AS DIRECTED BY THE CURRENT EDITION OF THE TXDOT ACCESS MANAGEMENT MANUAL. LOTS ADJOINING STATE HIGHWAY 46 WILL NOT HAVE ACCESS TO STATE HIGHWAY 46. ALL LOTS WILL USE THE SUBDIVISION INTERNAL STREET SYSTEM AS ESTABLISHED BY THIS PLAT OF BERGHEIM BUSINESS PARK.
- IF SIDEWALKS ARE REQUIRED BY TXDOT OR THE APPROPRIATE CITY ORDINANCE THE LOCATION, THE DESIGN, AND SPECIFICATIONS SHALL ADHERE TO TXDOT REQUIREMENTS WHEN PERMITTED IN TXDOT RIGHT-OF-WAY. A TDLR INSPECTION REPORT WILL BE REQUIRED. A SIDEWALK EASEMENT IS REQUIRED.
- TXDOT WILL USE THE CURRENT EDITIONS OF THE APPROPRIATE MANUALS WHEN ISSUING PERMITS. TYPICAL MANUALS USED, BUT NOT LIMITED TO ARE: TXDOT ACCESS MANAGEMENT MANUAL, SAN ANTONIO DISTRICT DRIVEWAY, SIDEWALK, LANDSCAPING, AND DRAINAGE PERMIT PACKAGE, TXDOT ROADWAY DESIGN MANUAL, TXDOT HYDRAULIC MANUAL, TXDOT CONSTRUCTION SPECIFICATIONS, AND TXDOT STANDARD SHEETS WHEN THE SITE DEVELOPS.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY 46 FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "ACCESS MANAGEMENT MANUAL". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM TOTAL OF ONE (1) ACCESS POINT ALONG STATE HIGHWAY 46, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 454.73 LINEAR FEET.

BERGHEIM BUSINESS PARK  
SHEET 1 OF 2



CUDE ENGINEERS  
4122 POND HILL RD. • SUITE 101  
SAN ANTONIO, TEXAS 78231  
TEL 210.681.2951 • FAX 210.523.7112  
WWW.CUDEENGINEERS.COM  
TBPE REGISTERED ENGINEERING  
FIRM #0455  
TBPELS NO. 10048500

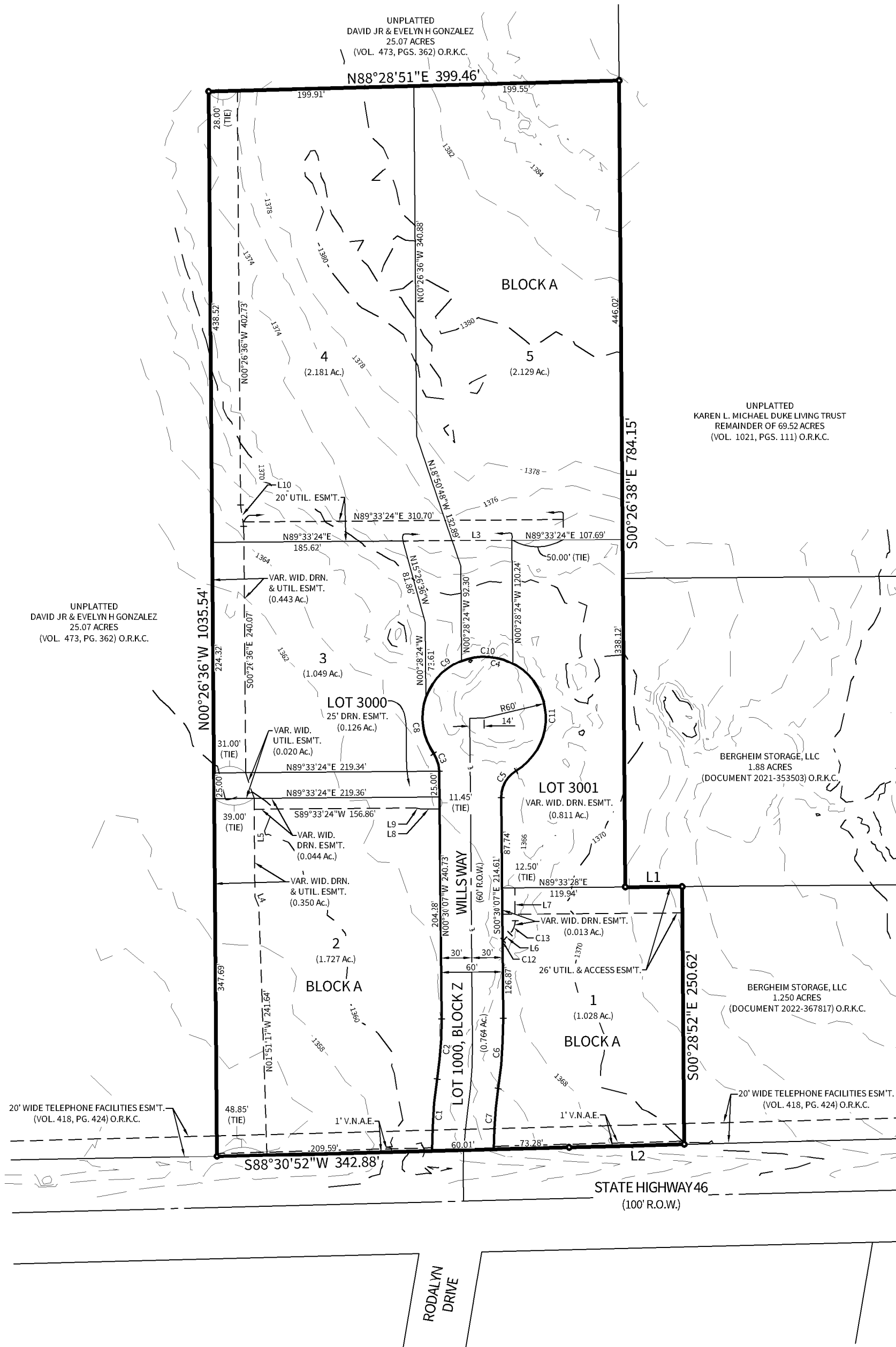
BERGHEIM BUSINESS PARK

FINAL PLAT

A SUBDIVISION OF 9.814 ACRES OF LAND BEING OUT OF THE B.F. NEAL SURVEY NO. 284, ABSTRACT NO. 355, KENDALL COUNTY, TEXAS, ALSO BEING A PORTION OF A 3.456 ACRE TRACT OF LAND RECORDED IN VOLUME 1739, PAGE 545, AND BEING ALL OF A 9.496 ACRE TRACT OF LAND RECORDED IN VOLUME 1790, PAGE 297, BOTH BEING OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

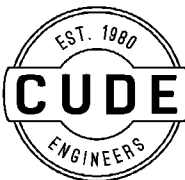
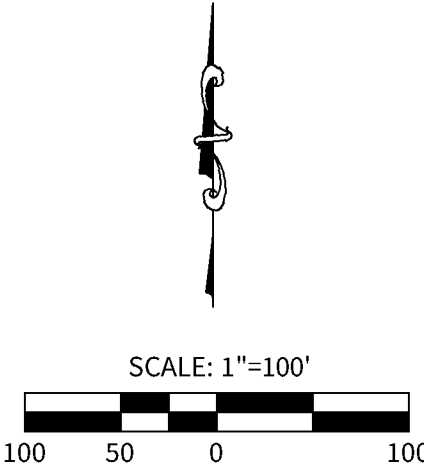
LEGEND

- Ac. = ACRES
- B.S.L. = BUILDING SETBACK LINE
- ε = CENTERLINE
- C1 = CURVE NUMBER
- DRN. = DRAINAGE
- ESM'T. = EASEMENT
- L1 = LINE NUMBER
- NO. = NUMBER
- N.T.S. = NOT TO SCALE
- O.R.K.C. = OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS
- PG. = PAGE
- PGS. = PAGES
- ℙ = PROPERTY LINE
- R.O.W. = RIGHT-OF-WAY
- UTIL. = UTILITY
- VAR. = VARIABLE
- V.N.A.E. = VEHICULAR NON-ACCESS EASEMENT
- VOL. = VOLUME
- WID. = WIDTH
- ELEV. — = EXISTING GROUND MAJOR CONTOUR
- ELEV. — = EXISTING GROUND MINOR CONTOUR
- — — = EXISTING PROPERTY LINE



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'28"E	55.10'
L2	N88°30'49"E	111.85'
L3	S89°33'24"W	106.08'
L4	S22°15'13"E	10.48'
L5	S00°26'36"E	95.51'
L6	S44°33'28"W	9.36'
L7	S00°30'07"E	32.40'
L8	S89°31'53"W	18.51'
L9	N79°03'55"W	5.11'
L10	S08°44'20"E	20.79'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	430.00'	9°16'48"	69.65'	N04°00'02"E	69.57'
C2	370.00'	9°08'34"	59.04'	N04°04'09"E	58.98'
C3	30.00'	34°41'52"	18.17'	N17°51'03"W	17.89'
C4	60.00'	273°57'22"	286.89'	S78°13'18"E	81.87'
C5	30.00'	59°15'30"	31.03'	S29°07'38"W	29.66'
C6	430.00'	9°08'34"	68.61'	S04°04'09"W	68.54'
C7	370.00'	9°08'34"	59.04'	S04°04'09"W	58.98'
C8	60.00'	S4°35'58"	57.18'	S07°54'01"E	55.04'
C9	60.00'	49°14'55"	51.57'	S44°01'26"W	50.00'
C10	60.00'	49°14'55"	51.57'	N86°43'39"W	50.00'
C11	60.00'	120°51'34"	126.56'	N01°40'24"W	104.37'
C12	2.50'	45°03'35"	1.97'	S22°01'40"W	1.92'
C13	17.50'	45°03'35"	13.76'	S22°01'40"W	13.41'





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Financial Guarantee Bergheim Business Park
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of a Letter of Credit for Bergheim Business Park in the amount of \$375,628.73 for construction of roads and drainage. (Bergheim Business Park I, LLC. Michael W Cude).
<b>REASON FOR AGENDA ITEM</b>	Financial Guarantee Bergheim Business Park
<b>WHO WILL THIS AFFECT?</b>	Pct # 3
<b>ADDITIONAL INFORMATION</b>	None

# VANTAGE BANK

## T E X A S

June 30, 2022

Beneficiary: Kendall County

Beneficiary Address: 201 E. San Antonio Ave, Boerne, TX 78006

Applicant: Bergheim Business Park I, LLC

Applicant Address: 4122 Pond Hill, Ste. 101, San Antonio, TX 78231

Vantage Bank Texas Letter of Credit No.: 2022-03-S

Amount: Three Hundred Seventy-Five Thousand Six Hundred Twenty-Eight Dollars and 73 cents  
U.S. Dollars \$375,628.73

Expiration Date: June 30, 2024

RE: Bergheim Business Park I, LLC  
Water, Streets & Drainage

By order and for account of Bergheim Business Park I, LLC ("Developer") we hereby open our Irrevocable Letter of Credit # in your favor, up to an aggregate amount of Three Hundred Seventy-Five Thousand Six Hundred Twenty-Eight Dollars and 73 cents U.S. Dollars \$375,628.73 payable to you against your presentation to us of your sight draft(s), drawn on us, accompanied by:

1. Written Certification signed by the County Judge, any County Commissioner or the County Treasurer that Bergheim Business Park I, LLC has failed to complete certain improvements consisting of water, street and drainage improvements (the "Improvements") within Two (2) years from the Letter of Credit Date or, alternatively, that the Improvements have not been completed and that Bergheim Business Park I, LLC 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. 2022-03-S issued by Vantage Bank Texas".
3. 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. If this Letter of Credit is not extended or renewed by 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."
6. 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.

We hereby certify that documents presented in conformity with the terms of this Letter of Credit will be duly honored by us. This Letter of Credit, and our commitment hereunder is issued subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

Sincerely,

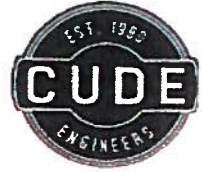
VANTAGE BANK TEXAS,  
a Texas state bank

By: 

Paul D. Thornton, Regional President



## SUMMARY



### BERGHEIM BUSINESS PARK

DEVELOPER	BERGHEIM BUSINESS PARK		
PLAT ID NO.	N/A		
PROJECT NO.	R02974.080.0	PAGE	1 OF 4
PREPARED BY	WPM	DATE	9/15/2021
CHECKED BY	WPM	REVISED DATE	4/1/2022

M.W. CUDE ENGINEERS, L.L.C. IS ONLY SUPPLYING THIS "PROBABLE COST ESTIMATE" TO THE APPLICABLE MUNICIPALITY WITH NO REPRESENTATION, WARRANTIES, OR GUARANTEES RENDERED HEREBY TO ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO

DESCRIPTION	PRICE
STREET/SITEWORK IMPROVEMENTS	SUBTOTAL \$ 191,527.28
DRAINAGE IMPROVEMENTS	SUBTOTAL \$ 90,747.60
WATER DISTRIBUTION SYSTEM	SUBTOTAL \$ 93,353.85
	<b>TOTAL \$ 375,628.73</b>

## NOTES

1. WARNING: DUE TO SUPPLIERS OF PVC MATERIALS RECENTLY DECLARING FORCE MAJEURE, UNIT PRICES FOR ALL PVC MATERIALS, ESPECIALLY PIPE, MAY VARY SIGNIFICANTLY FROM THOSE DELINEATED HEREIN.

*Approved*  
*Kendall J. John*  
*6/7/2022*



## NOTES

1. WARNING: DUE TO SUPPLIERS OF PVC MATERIALS RECENTLY DECLARING FORCE MAJEURE, UNIT PRICES FOR ALL PVC MATERIALS, ESPECIALLY PIPE, MAY VARY SIGNIFICANTLY FROM THOSE DELINEATED HEREIN.

PREPARED BY: M.W. CUDE ENGINEERS, L.L.C.

APPROVED BY: (KENDALL COUNTY)

Cude Engineers 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 tel 210.523.7112 fax  
TBPE Firm #455 - TBPLS Firm #10048500

# PROBABLE CONSTRUCTION COST ESTIMATE

## STREET IMPROVEMENTS



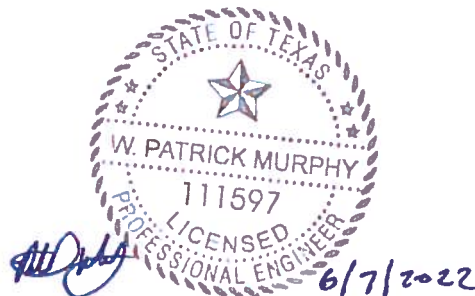
### BERGHEIM BUSINESS PARK

DEVELOPER BERGHEIM BUSINESS PARK  
 PLAT ID NO. N/A  
 PROJECT NO. R02974.080.0  
 PREPARED BY WPM  
 CHECKED BY WPM

PAGE 2 OF 4  
 DATE 9/15/2021  
 REVISED DATE 4/1/2022

M.W. CUDE ENGINEERS, L.L.C. IS ONLY SUPPLYING THIS "PROBABLE COST ESTIMATE" TO THE APPLICABLE MUNICIPALITY WITH NO REPRESENTATION, WARRANTIES, OR GUARANTEES RENDERED HEREBY TO ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO ANY MORTGAGOR OR LENDING INSTITUTION OF AN "ACTUAL CONSTRUCTION COST", WHICH IF DESIRED SHOULD BE OBTAINED FROM CONSTRUCTION BIDS BY APPROPRIATE SOURCES.

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
1	MOBILIZATION	L.S.	1	\$ 14,000.00	\$ 14,000.00
2	CLEARING	AC.	2.56	\$ 2,700.00	\$ 6,912.00
3	STREET EXCAVATION	C.Y.	230	\$ 5.75	\$ 1,322.50
4	STREET EMBANKMENT	C.Y.	1,195	\$ 2.50	\$ 2,987.50
5	LOT/DRAIN EXCAVATION	C.Y.	962	\$ 5.75	\$ 5,531.50
6	LOT/DRAIN EMBANKMENT	C.Y.	3,634	\$ 2.50	\$ 9,085.00
7	IMPORT MATERIAL FROM OFF-SITE	C.Y.	3,637	\$ 9.00	\$ 32,733.00
8	SAW CUT ASPHALT	L.F.	98	\$ 1.25	\$ 122.50
9	2" ASPHALT	S.Y.	2,379	\$ 16.50	\$ 39,253.50
10	12" FLEX. BASE	S.Y.	2,517	\$ 23.84	\$ 60,005.28
11	PRIME COAT	GAL.	503	\$ 3.00	\$ 1,509.00
12	TACK COAT	GAL.	238	\$ 2.50	\$ 595.00
13	SAW CUT & REMOVE CONC. RIP-RAP	S.Y.	276	\$ 28.00	\$ 7,728.00
14	SILT FENCE	L.F.	1,281	\$ 2.50	\$ 3,202.50
15	ROCK FILTER DAM	L.F.	20	\$ 34.50	\$ 690.00
16	CONCRETE WASHOUT PIT	EA.	1	\$ 900.00	\$ 900.00
17	CONSTRUCTION ENTRANCE/EXIT	EA.	1	\$ 1,400.00	\$ 1,400.00
18	STAGING AREA	EA.	1	\$ 2,250.00	\$ 2,250.00
19	REGULATORY SIGNS	EA.	3	\$ 260.00	\$ 780.00
20	STREET NAME SIGNS	EA.	2	\$ 260.00	\$ 520.00
				<b>TOTAL</b>	\$ 191,527.28



### NOTES

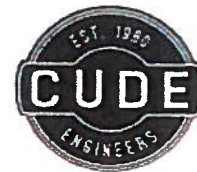
1. WARNING: DUE TO SUPPLIERS OF PVC MATERIALS RECENTLY DECLARING FORCE MAJEURE, UNIT PRICES FOR ALL PVC MATERIALS, ESPECIALLY PIPE, MAY VARY SIGNIFICANTLY FROM THOSE DELINEATED HEREIN.

PREPARED BY: M.W. CUDE ENGINEERS, L.L.C.

APPROVED BY: (KENDALL COUNTY)

# PROBABLE CONSTRUCTION COST ESTIMATE

## DRAINAGE IMPROVEMENTS



### BERGHEIM BUSINESS PARK

DEVELOPER	BERGHEIM BUSINESS PARK
PLAT ID NO.	N/A
PROJECT NO.	R02974.080.0
PREPARED BY	WPM
CHECKED BY	WPM

PAGE 3 OF 4  
 DATE 9/15/2021  
 REVISED DATE 4/1/2022

M.W. CUDE ENGINEERS, L.L.C. IS ONLY SUPPLYING THIS "PROBABLE COST ESTIMATE" TO THE APPLICABLE MUNICIPALITY WITH NO REPRESENTATION, WARRANTIES, OR GUARANTEES RENDERED HEREBY TO ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO ANY MORTGAGOR OR LENDING INSTITUTION OF AN "ACTUAL CONSTRUCTION COST", WHICH IF DESIRED SHOULD BE OBTAINED FROM CONSTRUCTION BIDS BY APPROPRIATE SOURCES.

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
<b>TXDOT DRIVEWAY CULVERT</b>					
1	5" CONCRETE RIP RAP	S.Y.	181	\$ 92.50	\$ 16,742.50
2	24" R.C.P.	L.F.	172.34	\$ 95.00	\$ 16,372.30
3	HYDROMULCH	S.Y.	268	\$ 1.50	\$ 402.00
<b>SUBTOTAL</b>					\$ 33,516.80
<b>DRAIN "D"</b>					
1	5" CONCRETE RIP RAP	S.Y.	511	\$ 92.50	\$ 47,267.50
2	HYDROMULCH	S.Y.	970	\$ 1.50	\$ 1,455.00
3	12" THICK GABION MATTRESS	S.Y.	24	\$ 66.95	\$ 1,606.80
<b>SUBTOTAL</b>					\$ 50,329.30
<b>DRAIN "E"</b>					
1	5" CONCRETE RIP RAP	S.Y.	25	\$ 92.50	\$ 2,312.50
2	HYDROMULCH	S.Y.	426	\$ 1.50	\$ 639.00
<b>SUBTOTAL</b>					\$ 2,951.50
<b>DRAIN "G"</b>					
1	5" CONCRETE RIP RAP	S.Y.	38	\$ 92.50	\$ 3,515.00
2	HYDROMULCH	S.Y.	290	\$ 1.50	\$ 435.00
<b>SUBTOTAL</b>					\$ 3,950.00
<b>TOTAL</b>					\$ 90,747.60



### NOTES

1. WARNING: DUE TO SUPPLIERS OF PVC MATERIALS RECENTLY DECLARING FORCE MAJEURE, UNIT PRICES FOR ALL PVC MATERIALS, ESPECIALLY PIPE, MAY VARY SIGNIFICANTLY FROM THOSE DELINEATED HEREIN.

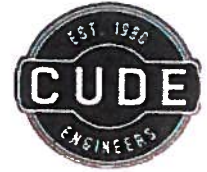
PREPARED BY: M.W. CUDE ENGINEERS, L.L.C.

APPROVED BY: (KENDALL COUNTY)

Cude Engineers 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 tel 210.523.7112 fax  
 TBPE Firm #455 - TBPLS Firm #10048500

# PROBABLE CONSTRUCTION COST ESTIMATE

## WATER DISTRIBUTION SYSTEM



### BERGHEIM BUSINESS PARK

DEVELOPER BERGHEIM BUSINESS PARK  
PLAT ID NO. N/A  
PROJECT NO. R02974.080.0  
PREPARED BY WPM  
CHECKED BY WPM

PAGE 4 OF 4  
DATE 9/15/2021  
REVISED DATE 4/1/2022

M.W. CUDE ENGINEERS, L.L.C. IS ONLY SUPPLYING THIS "PROBABLE COST ESTIMATE" TO THE APPLICABLE MUNICIPALITY WITH NO REPRESENTATION, WARRANTIES, OR GUARANTEES RENDERED HEREBY TO ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO ANY MORTGAGOR OR LENDING INSTITUTION OF AN "ACTUAL CONSTRUCTION COST", WHICH IF DESIRED SHOULD BE OBTAINED FROM CONSTRUCTION BIDS BY APPROPRIATE SOURCES.

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
<u>PHASE I</u>					
1	8" C-900 WATER MAIN, CLASS 200	L.F.	857	\$ 58.50	\$ 50,134.50
2	8" GATE VALVE & BOX, COMPLETE	EA.	4	\$ 1,812.00	\$ 7,248.00
3	DUCTILE IRON FITTINGS	TON	1.073	\$ 8,950.00	\$ 9,603.35
4	20" STEEL CASING	L.F.	8	\$ 148.00	\$ 1,184.00
5	1" LONG DUAL SERVICE	EA.	1	\$ 7,812.00	\$ 7,812.00
6	¾" SHORT SINGLE SERVICE	EA.	3	\$ 3,128.00	\$ 9,384.00
7	2" PERMANENT BLOWOFF	EA.	1	\$ 2,325.00	\$ 2,325.00
8	HYDROSTATIC TEST	EA.	1	\$ 1,625.00	\$ 1,625.00
9	TRENCH EXCAVATION PROTECTION	L.F.	857	\$ 4.00	\$ 3,428.00
<b>SUBTOTAL</b>					\$ 92,743.85
<u>PHASE II</u>					
1	METER BOXES	EA.	5	\$ 122.00	\$ 610.00
<b>SUBTOTAL</b>					\$ 610.00
<b>TOTAL</b>					\$ 93,353.85



### NOTES

1. WARNING: DUE TO SUPPLIERS OF PVC MATERIALS RECENTLY DECLARING FORCE MAJEURE, UNIT PRICES FOR ALL PVC MATERIALS, ESPECIALLY PIPE, MAY VARY SIGNIFICANTLY FROM THOSE DELINEATED HEREIN.

PREPARED BY: M.W. CUDE ENGINEERS, L.L.C.

Cude Engineers 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 tel 210.523.7112 fax  
TBPE Firm #455 - TBPLS Firm #10048500

APPROVED BY: (GBRA)



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Plat Revision Pleasant Valley Business Park Phase 2 Lot 25A
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 252
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a plat revision of Pleasant Valley Business Park Phase 2 Lot 25A filed in Volume 9 page 336 of the Plat Records of Kendall County, Texas in accordance to Section 209 of the Kendall County Development Rules and Regulations. The proposed plat revision would create a 1.67 acre lot (Lot 25A-1) and a 1.0 acre lot (Lot 25A-2) out of a 2.67 acre lot. A public hearing was held on August 8, 2022. No one was present to speak (Karl Gramling, Gramling Real Estate Holdings, LLC – Owner)
<b>REASON FOR AGENDA ITEM</b>	Plat Revision Pleasant Valley Business Park Phase 2 Lot 25A
<b>WHO WILL THIS AFFECT?</b>	Pct # 2
<b>ADDITIONAL INFORMATION</b>	None



PLAT REVISION  
PLEASANT VALLEY BUSINESS PARK  
PHASE 2  
DEVELOPMENT PLAT

STATE OF TEXAS  
COUNTY OF KENDALL

KNOWN ALL MEN BY THESE PRESENTS

THE OWNER OF THE LAND IDENTIFIED BY ABSTRACT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THE PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND (AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAIN EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED).

KARL GRAMLING  
GRAMLING REAL ESTATE HOLDING LLC  
37535 IH 10 WEST SUITE 2  
BOERNE, TEXAS 78006

STATE OF TEXAS  
COUNTY OF KENDALL

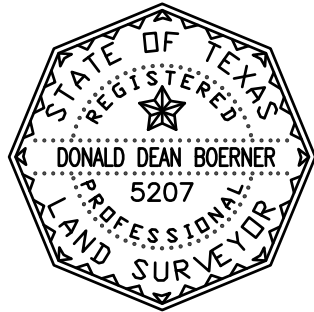
BEFORE ME, THE UNDERSIGNED AUTHORITY , ON THIS DAY PERSONALLY APPEARED KARL GRAMLING, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

SURVEYORS CERTIFICATE:  
STATE OF TEXAS  
COUNTY OF KENDALL

I HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR #5207  
DONALD DEAN BOERNER  
DONNIE BOERNER SURVEYING COMPANY L.P.  
228 HOLIDAY ROAD  
COMFORT, TEXAS 78013

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD DEAN BOERNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY 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 \_\_\_\_\_, A.D., 2022.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE ENGINEERING CONSULTANT, COUNTY ENGINEER OR PROJECT ENGINEER OF KENDALL COUNTY, TEXAS HAS REVIEWED THIS PLAT REVISION FOR CONFORMANCE TO ALL REQUIREMENTS OF THE KENDALL COUNTY DEVELOPMENT RULES AND REGULATIONS.

THIS PLAT REVISION OF LOT 25A, PLEASANT VALLEY BUSINESS PARK PHASE 2 DEVELOPMENT PLAT INTO LOTS 25A-1 AND 25A-2, PLEASANT VALLEY BUSINESS PARK PHASE 2 DEVELOPMENT PLAT, KENDALL COUNTY, TEXAS HAS BEEN SUBMITTED AND CONSIDERED BY KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022.

COUNTY JUDGE

COMMISSIONER PRECINCT NO.1

COMMISSIONER PRECINCT NO.2

COMMISSIONER PRECINCT NO.3

COMMISSIONER PRECINCT NO.4

TxDOT Notes:

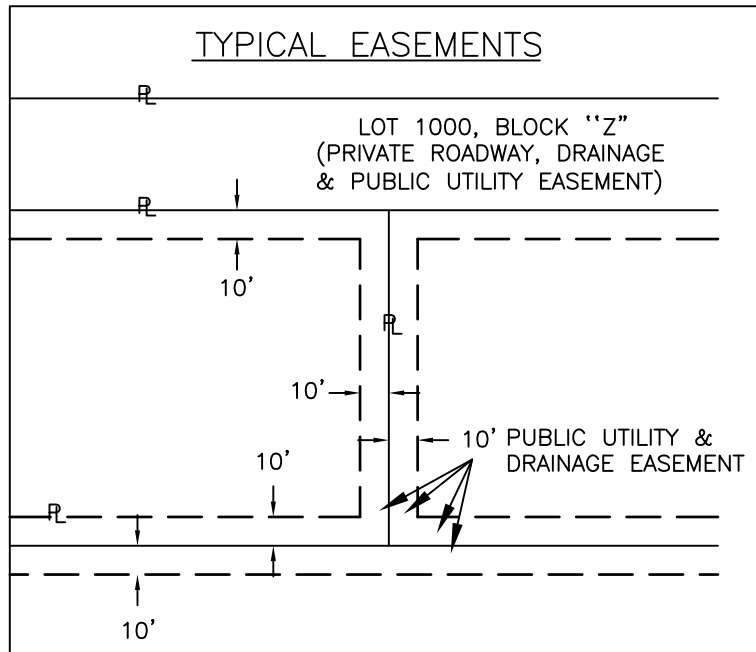
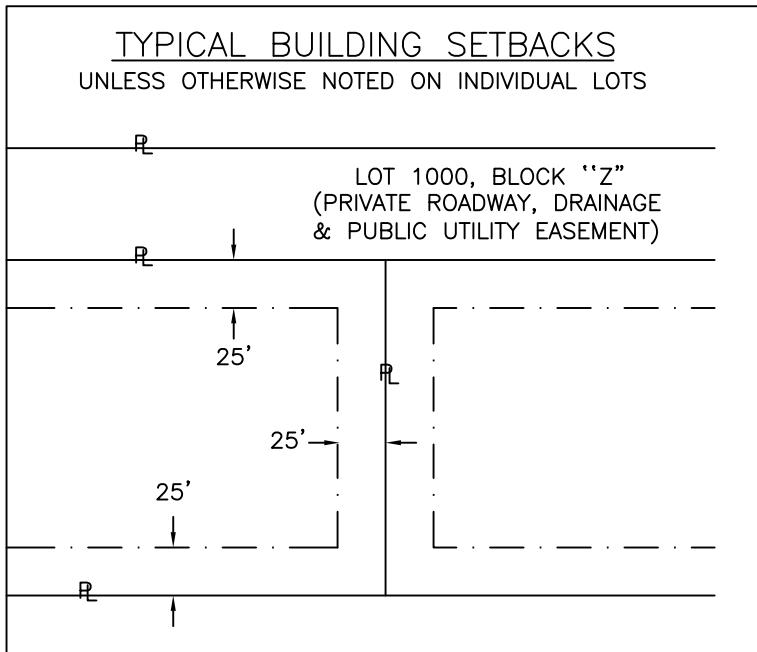
(1) For developments directly adjacent to State right-of-way, the developer and/or landowner shall be responsible for adequate setback and/or sound abatement measures for present and/or future noise mitigation.

(2) The developer and/or the future landowner is responsible for preventing any adverse impact to TxDOT highway and drainage system within in the right-of-way. A hydraulic review is required.

(3) Intersection and/or Driveway access to the state highway will be regulated as directed by the current edition of the TxDOT Access Management Manual. Lots adjoining State Highway 46 will not have access to State Highway 46; All lots will use the sub-division internal street system as established by this plat of Pleasant Valley Business Park Phase 2 Development Plat and the adjoining subdivision of Pleasant Valley Business Park Development Plat.

(4) If sidewalks are required by TxDOT or the appropriate City ordinance the location, the design, and specifications shall adhere to TxDOT requirements when permitted in TxDOT Right-of-Way. A TDLR inspection report will be required. A sidewalk easement is required.

(5) TxDOT will use the current editions of the appropriate manuals when issuing permits. Typical manuals used, but not limited to are: TxDOT Access Management Manual, San Antonio District Driveway, Sidewalk, Landscaping, and Drainage Permit Package, TxDOT Roadway Design Manual, TxDOT Hydraulic Manual, TxDOT Construction Specifications, and TxDOT Standard Sheets when the site develops.



STATE OF TEXAS  
COUNTY OF KENDALL

I, \_\_\_\_\_, County Clerk of said county, do hereby certify that the foregoing

instrument of writing with this certificate of authentication was filed for record in my office the \_\_ day

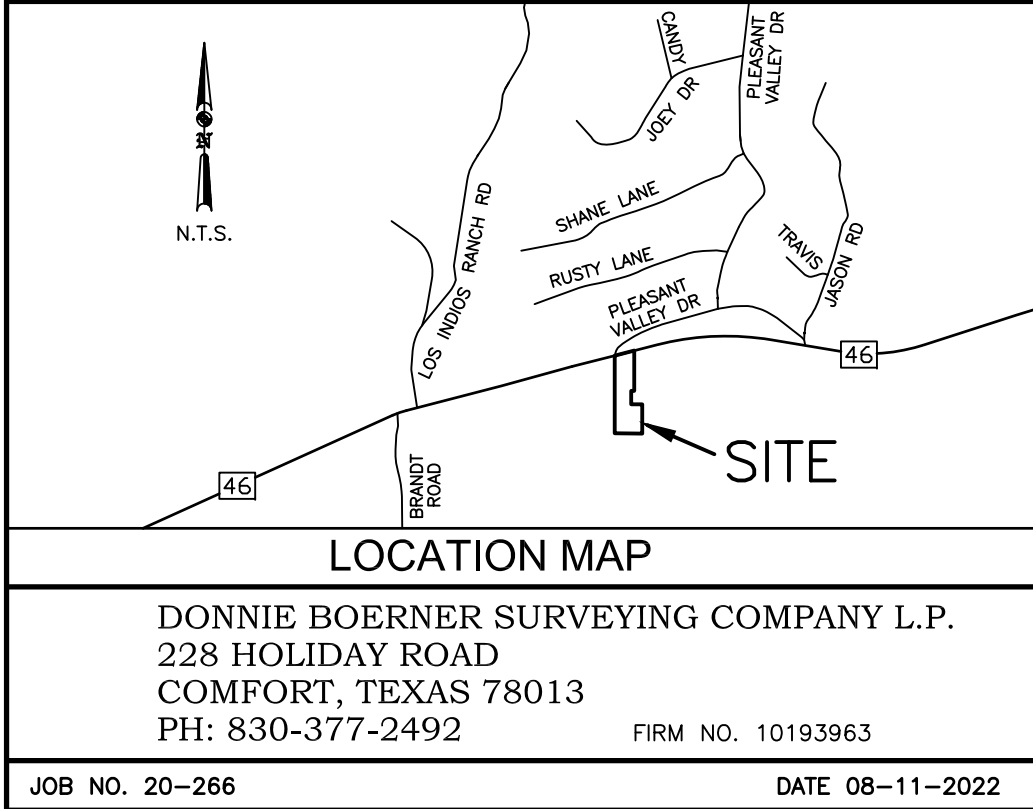
of \_\_\_\_\_ A.D. 2022 at \_\_\_\_\_ .m. in the plat records of said county in Document No. \_\_\_\_\_.

Tax Certificate Affidavit filed this date in Document No. \_\_\_\_\_, Kendall County Official Records.

In testimony, whereof, witness my hand and official seal of office, this \_\_ day of \_\_\_\_\_ A.D. 2022.

COUNTY CLERK  
KENDALL COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY



1. NO PORTION OF THIS TRACT (PLEASANT VALLEY BUSINESS PARK PHASE 2) IS WITHIN THE BOUNDARIES OF A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) # 48259C0450 F DATED DECEMBER 17, 2010.

2. LOT 1000, BLOCK 'Z' IS HEREBY DEDICATED AS A PRIVATE ROADWAY, DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT. THIS LOT WILL BE DEEDED TO A PROPERTY OWNER'S ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.

3. WATER SERVICE SHALL BE PROVIDED BY A PUBLIC WATER SYSTEM MEETING THE REQUIREMENTS OF T.C.E.Q. AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY HAVING JURISDICTION OVER PUBLIC WATER SYSTEMS.

4. SEWAGE FACILITIES SHALL BE PROVIDED BY A PRIVATE ON-SITE SEWAGE FACILITY CONSTRUCTED ON THE LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY, TEXAS AND TCEQ.

5. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PARTLY PROVIDED BY DONNIE BOERNER SURVEYING COMPANY L.P. AND PARTLY BY LIDAR CONTOURS AS ESTABLISHED BY SAN ANTONIO RIVER AUTHORITY.

6. THIS SUBDIVISION LIES TOTALLY WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT AS DETERMINED BY THE KENDALL COUNTY CENTRAL APPRAISAL DISTRICT.

7. THERE IS HEREBY DEDICATED A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT OUTSIDE OF AND ADJACENT TO BOTH SIDES OF LOT 1000, BLOCK 'Z' (PRIVATE ROADWAYS) AND A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.

8. ALL PUBLIC UTILITY EASEMENTS SHALL ONLY BE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES, WHICH PROVIDE SERVICE TO THE PROPERTY INCLUDED IN THIS PLAT OR ANY ADJOINING PROPERTY DEVELOPED OR TO BE DEVELOPED AS PART OF THE PLEASANT VALLEY BUSINESS PARK SUBDIVISION.

9. IT IS UNDERSTOOD AND AGREED THAT NON-EXCLUSIVE PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED UPON THE SURFACE OR UNDERGROUND WITHIN THE EASEMENTS DEDICATED HEREIN. 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 PRIVATE ROADWAYS 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.

10. ANY REPAIRS, MAINTENANCE OR INSTALLATION OF UTILITY LINES WITHIN THE PUBLIC UTILITY EASEMENT ON LOT 1000, BLOCK 'Z' SHALL BE PERFORMED IN A MANNER WHICH WILL NOT RESULT IN THE EXCAVATION OF THE SURFACE OF ANY EXISTING PAVED ROADWAY, ROADWAY SHOULDER, DRAINAGE DITCH OR ANY PERMANENT ROADWAY, RETAINING, OR DRAINAGE STRUCTURE WITHOUT THE APPROVAL OF AN OFFICER OF THE PLEASANT VALLEY BUSINESS PARK PROPERTY OWNERS ASSOCIATION, UNLESS SUCH REPAIRS ARE REQUIRED IN AN EMERGENCY SITUATION. IT IS THE INTENTION THAT ANY REPAIRS, MAINTENANCE OR INSTALLATION OF NEW UTILITY LINES WHICH OCCUR AFTER THE INITIAL ROADWAY CONSTRUCTION IS COMPLETED BE PERFORMED BY BORING UNDER ANY EXISTING ROADWAY.

11. BEARINGS USED ON THIS PLAT ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

12. LOT 2001, BLOCK 'Z' IS HEREBY DEDICATED AS PRIVATE DRAINAGE AND WATER RETENTION. THIS LOT WILL BE DEEDED TO A PROPERTY OWNER'S ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.

13. ELECTRICAL SERVICE IS PROVIDED BY FEDERNALES ELECTRIC COOPERATIVE.

14. TELEPHONE SERVICE IS PROVIDED BY GUADALUPE VALLEY TELEPHONE COOPERATIVE.

15. THIS SUBDIVISION IS NOT LOCATED WITHIN THE ETJ OF ANY CITY MUNICIPALITY.

16. 1/2 INCH STEEL RODS SET WITH AN ORANGE "RPLS 5207" PLASTIC CAP EXCEPT WHERE NOTED OTHERWISE.

17. ALL OUTDOOR LIGHTING IN UNINCORPORATED AREAS OF KENDALL COUNTY, TEXAS WITHIN FIVE MILES OF THE CAMP BULLIS BOUNDARY MUST COMPLY WITH KENDALL COUNTY ORDER NO. 09-27-2021 OR CURRENT ORDER.

19. THIS SUBDIVISION DOES HAVE THE AVAILABILITY OF COMMERCIAL WASTE COLLECTION.

20. THE FIRE SUPPRESSION WELL AND TANK FOR THIS DEVELOPMENT SHALL BE LOCATED WITHIN LOT 4, PLEASANT VALLEY BUSINESS PARK DEVELOPMENT PLAT.

21. PARKING WITHIN THE LIMITS OF THE STREET RIGHT-OF-WAY (LOT 1000, BLOCK Z) IS PROHIBITED.

22. RELIEF GRANTED ON SEPTEMBER 24, 2018 FROM THE KENDALL COUNTY COMMISSIONERS COURT FOR:  
1) CUL-DE-SAC GEOMETRY (SECTION 400 OF THE KENDALL COUNTY DEVELOPMENT RULES & REGULATIONS)  
2) DEVELOPMENT WILL NOT BE FENCED (SECTION 6.2 OF COURT ORDER 06-27-2016A)

23. THIS PLAT REVISION DOES NOT CHANGE OR ALTER COVENANTS AND RESTRICTIONS BY PREVIOUS PLAT OR OTHER METHODS





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Plat Revision River Mountain Ranch Section 3, Lot 215A
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 252
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a plat revision of River Mountain Ranch Section 3 Lot 215A filed in Document No. 365017 of the Plat Records of Kendall County, Texas in accordance to Section 209 of the Kendall County Development Rules and Regulations. The proposed plat revision would create a 12.426 acre lot (Lot 215A-1) and a 3.012 acre lot (Lot 215A-2) out of a 15.438 acre lot. A public hearing was held on June 13, 2022. No one was present to speak (Micah and Michele Morgan – Owner)
<b>REASON FOR AGENDA ITEM</b>	Plat Revision River Mountain Ranch Section 3, Lot 215A
<b>WHO WILL THIS AFFECT?</b>	Pct # 2
<b>ADDITIONAL INFORMATION</b>	None



NOTES:

- 1.) NO PORTIONS OF THIS PROPERTY ARE LOCATED IN FEMA FLOOD ZONE "A" ACCORDING TO FLOOD INSURANCE RATE MAP #48259C0425F DATED DECEMBER 17, 2010.
- 2.) LOCATION AND TYPE OF UNDERGROUND UTILITIES, ETC. IF ANY, WITH ASSOCIATED EQUIPMENT THAT ARE ON OR THAT ENTER, CROSS OR LEAVE THIS TRACT ARE UNKNOWN.
- 3.) WATER SERVICE TO EACH LOT SHALL BE PROVIDED BY A PRIVATE WELL CONSTRUCTED ON EACH LOT BY THE OWNER THEREOF MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT AND TCEQ. WELLS SHALL HAVE A 100' RADIUS SANITARY CONTROL EASEMENT UNLESS A SMALLER EASEMENT IS PERMITTED BY THE COW CREEK GROUNDWATER CONSERVATION DISTRICT.
- 4.) SEWAGE FACILITIES FOR THESE LOTS SHALL BE PROVIDED BY AN ON-SITE SEWAGE FACILITY CONSTRUCTED ON EACH LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY AND TCEQ.
- 5.) THIS SUBDIVISION IS WITHIN THE BOERNE INDEPENDENT SCHOOL DISTRICT.
- 6.) ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE . INC.
- 7.) TELEPHONE SERVICE PROVIDED BY GUADALUPE VALLEY TELEPHONE COOP. INC.
- 8.) THERE IS HEREBY DEDICATED A THIRTY (30) FOOT WIDE DRAINAGE EASEMENT CENTERED ON ALL NATURAL RUNOFF CHANNELS, CREEKS OR SWALES UNLESS NOTED OTHERWISE ON THIS PLAT. PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E., NO FENCES, SHRUBBERY, STRUCTURES, OR SEPTIC TANK DRAIN FIELDS). KENDALL COUNTY RESERVES THE RIGHT OF ACCESS TO SUCH EASEMENTS.
- 9.) THERE IS HEREBY DEDICATED A TWENTY (20) FOOT WIDE PUBLIC UTILITY AND DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT ADJACENT TO ALL STREET RIGHT OF WAY LINES AND A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-STREET LOT LINES. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.

10.) 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 WITHIN TEN FEET (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 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 PRIVATE ROADWAYS 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 OF 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.

11.) THIS AMENDING PLAT DOES NOT REMOVE ANY RESTRICTIONS OR EASEMENTS CREATED BY PREVIOUS SUBDIVISION PLATS OF THIS PROPERTY OR BY OTHER METHODS

12.) THESE LOTS ARE NOT WITHIN THE ETJ OF AN INCORPORATED CITY.

13.) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, NAD 83.

STATE OF TEXAS  
COUNTY OF KENDALL  
I certify that this plat was prepared from surveys of the property made on the ground under my supervision.  
Date: July 18, 2022.

Wes Rexrode  
Registered Professional  
Land Surveyor No. 6001  
918 Adler Street  
Boerne, Texas 78006

STATE OF TEXAS  
COUNTY OF KENDALL  
Before me, the undersigned authority, on this day personally appeared  
Wes Rexrode, 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 \_\_\_\_\_A.D., 2022.

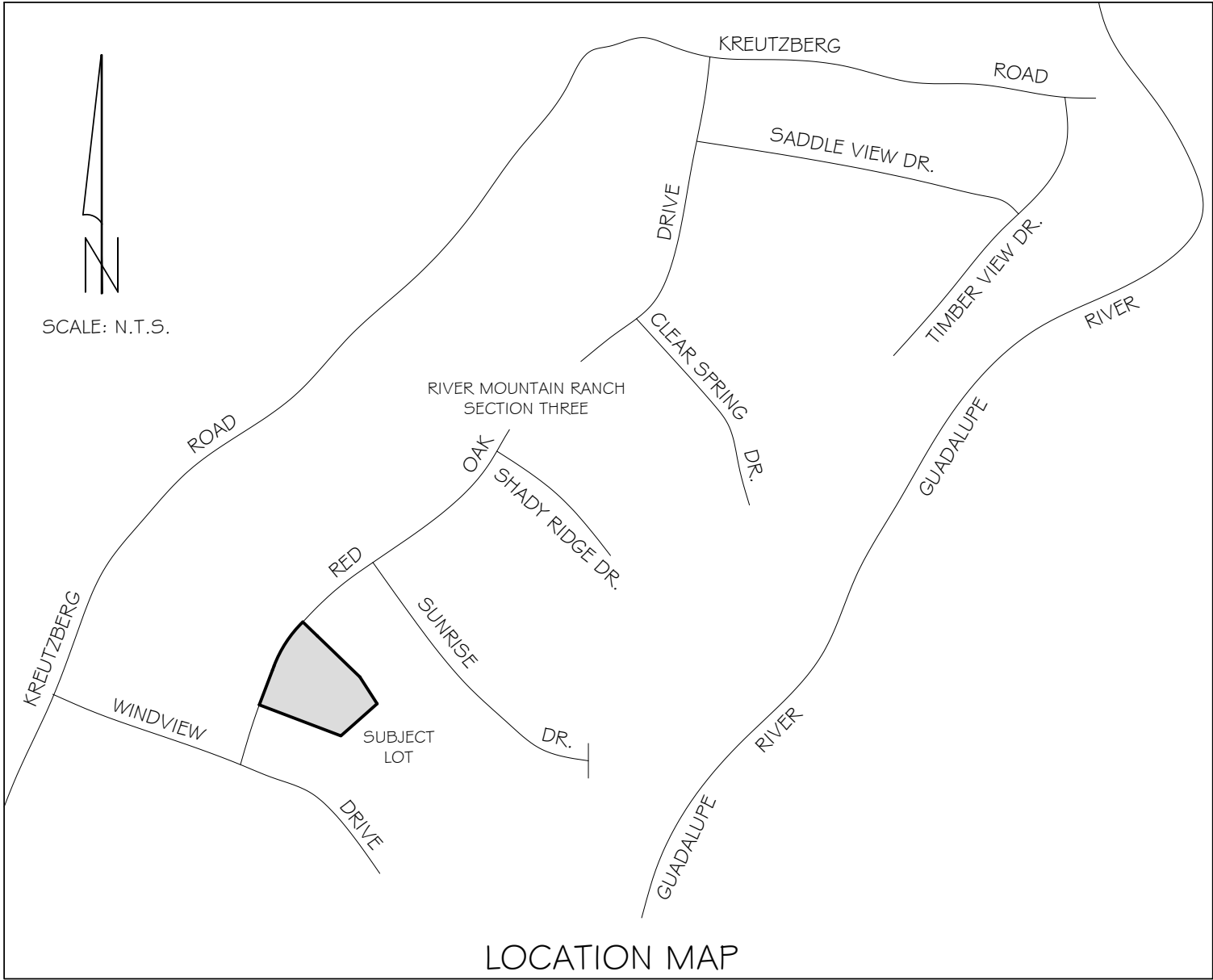
State of Texas  
Notary Public



# PLAT REVISION RIVER MOUNTAIN RANCH SECTION THREE

A PLAT REVISION of  
LOT 215A, RIVER MOUNTAIN RANCH, SECTION THREE  
recorded in Document No. 365017, Plat Records, Kendall County, Texas,  
creating  
LOTS 215A-1 and 215A-2, RIVER MOUNTAIN RANCH, SECTION THREE

## TWO NEW LOTS AND NO NEW ROADS



This PLAT REVISION of Lot 215A in River Mountain Ranch, Section Three recorded in Document No. 365017, Plat Records, Kendall County, Texas 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 \_\_\_\_\_ A.D., 2022.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Pct. No. 1

\_\_\_\_\_  
Commissioner, Pct. No. 3

\_\_\_\_\_  
Commissioner, Pct. No. 2

\_\_\_\_\_  
Commissioner, Pct. No. 4

STATE OF TEXAS  
COUNTY OF KENDALL

The owner of the land identified by tract numbers recorded in the volume and page numbers shown on this plat and whose name is subscribed hereto and in person or through duly authorized agents, acknowledge 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.

\_\_\_\_\_  
Micah Morgan, Trustee for the Micah Morgan and Michele Morgan Living Trust  
Owner

\_\_\_\_\_  
Michele Morgan, Trustee for the Micah Morgan and Michele Morgan Living Trust  
Owner

STATE OF TEXAS  
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Micah Morgan and Michele Morgan, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 \_\_\_\_\_ A.D., 2022.

\_\_\_\_\_  
State of Texas Notary Public

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

\_\_\_\_\_,2022.  
Engineer Date

STATE OF TEXAS  
COUNTY OF KENDALL

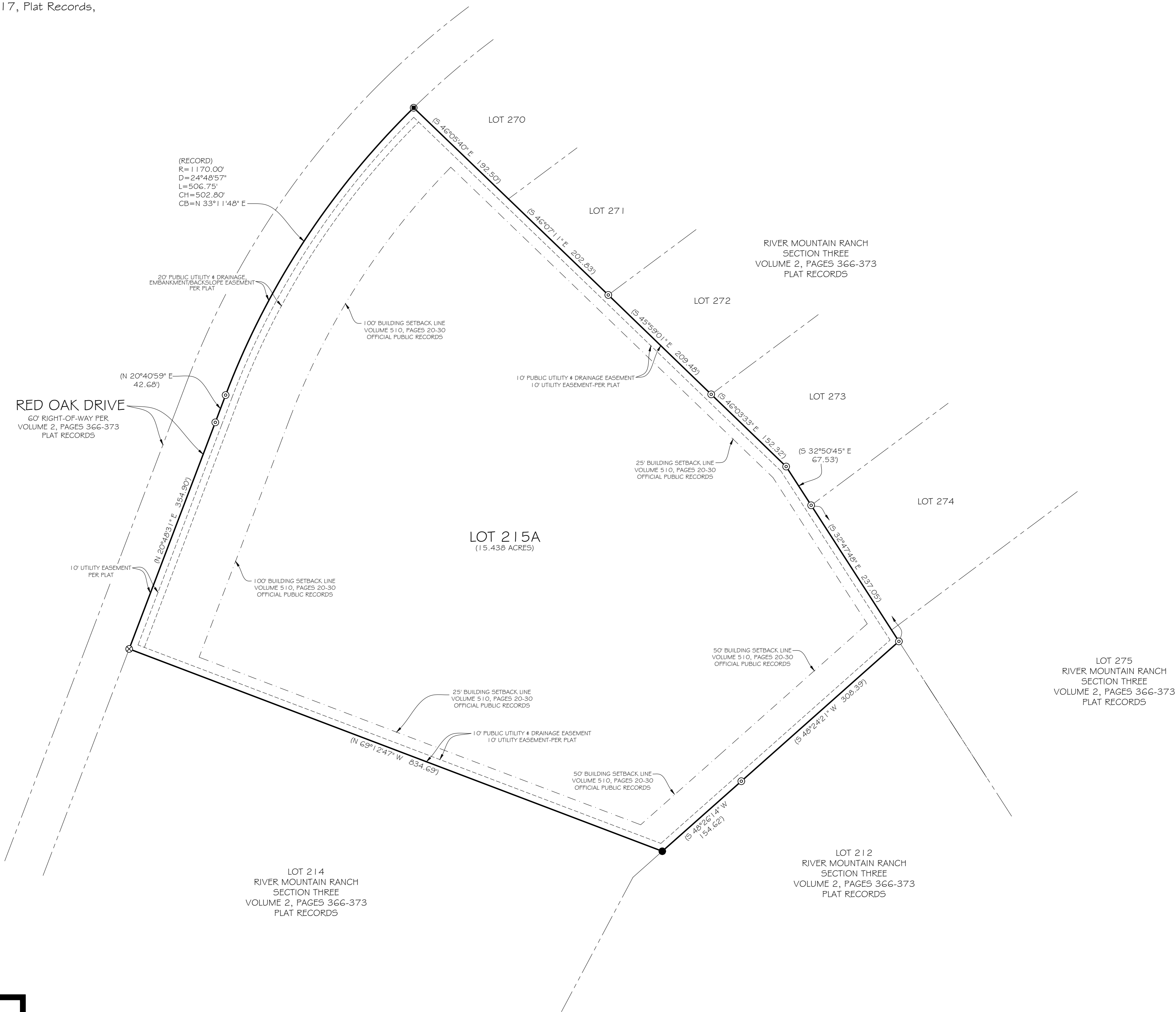
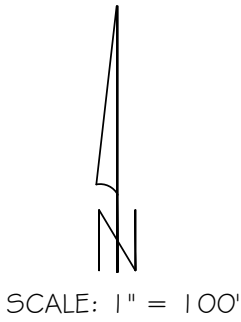
I, DARLENE HERRIN COUNTY CLERK OF KENDALL COUNTY, CERTIFY THAT THE  
PLAT BEARING  
THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_  
2022, AT \_\_\_\_ O'CLOCK \_\_\_\_ M IN THE PLAT RECORDS OF KENDALL COUNTY TEXAS,  
DOCUMENT NO \_\_\_\_.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE, DOCUMENT NO. \_\_\_\_\_.

BY \_\_\_\_\_ DEPUTY

EXISTING - AS RECORDED

Lots 215A, River Mountain Ranch, Section Three,  
recorded in Document Number 365017, Plat Records,  
Kendall County, Texas.



PFEIFFER LAND SURVEYING

918 ADLER STREET

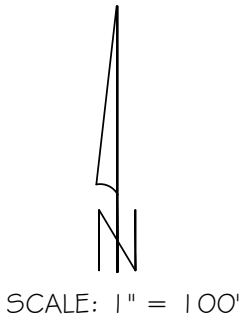
BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761

AMENDED - AS SURVEYED

Lot 215A-1 and 215A-2  
River Mountain Ranch, Section Three  
Kendall County, Texas.



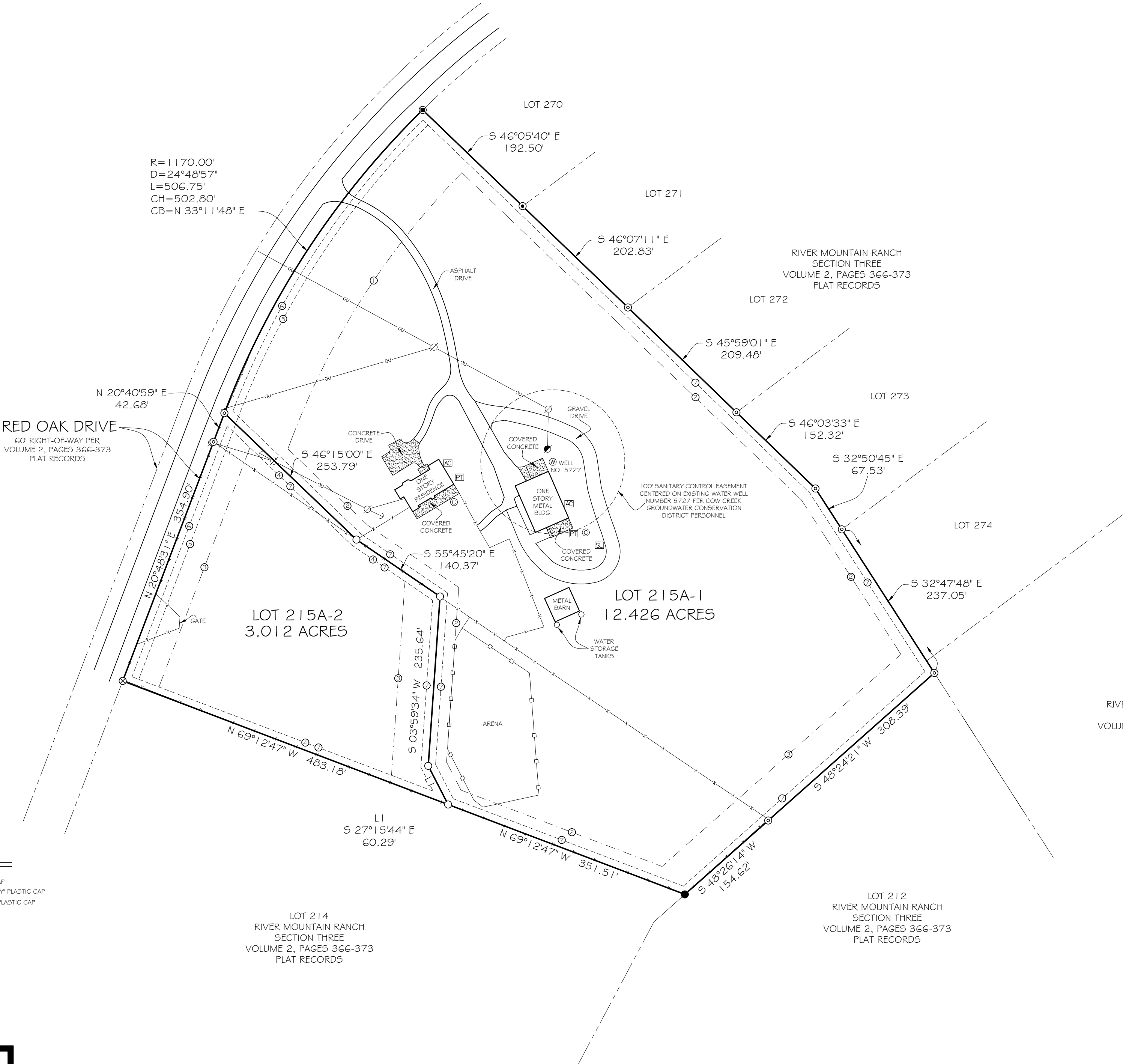
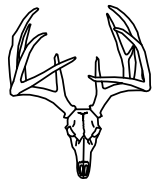
R=1170.00'  
D=24°48'57"  
L=506.75'  
CH=502.80'  
CB=N 33°11'48" E

RED OAK DRIVE  
60' RIGHT-OF-WAY PER  
VOLUME 2, PAGES 366-373  
PLAT RECORDS

KEY NOTES	
①	100' BUILDING SETBACK LINE VOLUME 510, PAGES 20-30 OFFICIAL PUBLIC RECORDS
②	25' BUILDING SETBACK LINE VOLUME 510, PAGES 20-30 OFFICIAL PUBLIC RECORDS
③	50' BUILDING SETBACK LINE VOLUME 510, PAGES 20-30 OFFICIAL PUBLIC RECORDS
④	10' BUILDING SETBACK LINE VOLUME 510, PAGES 20-30 OFFICIAL PUBLIC RECORDS
⑤	20' PUBLIC UTILITY & DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT PER PLAT
⑥	10' UTILITY EASEMENT PER PLAT
⑦	10' PUBLIC UTILITY & DRAINAGE EASEMENT 10' UTILITY EASEMENT-PER PLAT

LEGEND	
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON ROD WITH AN ALUMINUM "PRO-TECH" CAP
⊗	FOUND 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
⊕	SET 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
⊙	FOUND MAG NAIL
⊙	FOUND COTTON SPINDLE
⊙	WELL
⊙	UTILITY POLE
⊙	METER POLE
→	GUY WIRE
⊙	SEPTIC LIDS
⊙	SANITARY SEWER CLEANOUT
⊙	PROPANE TANK
⊙	A/C PAD
—X—	WIRE FENCE
—□—	PIPE FENCE

PFEIFFER LAND SURVEYING  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385  
FIRM NO. 10193761





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Das GreenHaus
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Don Durden, Commissioner Precinct 4
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of an agreement between Kendall County and Das GreenHaus, Inc. and authorization of payment.
<b>REASON FOR AGENDA ITEM</b>	The Court has agreed to provide \$500,000 in funding to Das Green Haus. This is the agreement between the County and Das GreenHaus that spells out performance and reporting requirements.
<b>WHO WILL THIS AFFECT?</b>	Current and future entrepreneurs in Kendall County
<b>ADDITIONAL INFORMATION</b>	The \$500,000 in funding is derived from the American Rescue Plan Act (ARPA) funding.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Approval of Interlocal Agreement With Boerne ISD
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheriff - Al Auxier
<b>PHONE # OR EXTENSION #</b>	830-249-9721
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding the approval of the Interlocal Agreement between Boerne ISD and Kendall County for two School Resource Officers.
<b>REASON FOR AGENDA ITEM</b>	Seek Approval of the Interlocal Agreement with Comfort ISD
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Mold Assessment Proposal
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey, Facilities Manager
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the proposal from Argus Environmental Consultants to conduct a limited mold assessment on the third floor of the Courthouse.
<b>REASON FOR AGENDA ITEM</b>	Mold assessment
<b>WHO WILL THIS AFFECT?</b>	Third floor of the courthouse
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Regional Public Defender Office
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Richard Elkins, Commissioner Precinct 2
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the Hill Country Regional Public Defender Office interlocal agreement between Bandera, Gillespie, Kendall, Kerr, and Medina Counties to make Medina County the fiscal agent for the Hill Country Regional Public Defender Office effective October 1, 2022.
<b>REASON FOR AGENDA ITEM</b>	Regional Public Defender Office interlocal agreement amendment.
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Tax Note Issuance
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and approval of an Order by the Commissioners Court of Kendall County, Texas authorizing the issuance of "Kendall County, Texas Tax Notes, Series 2022", levying an annual ad valorem tax within the limitations prescribed by law, for the payment of the notes; authorizing the execution of any necessary engagement agreement with the County's financial advisor; and providing an effective date.
<b>REASON FOR AGENDA ITEM</b>	Required action for the Commissioners Court to authorize the issuance of the Tax Notes.
<b>WHO WILL THIS AFFECT?</b>	The general public.
<b>ADDITIONAL INFORMATION</b>	None



DRAFT

**AN ORDER BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF “KENDALL COUNTY, TEXAS TAX NOTES, SERIES 2022”, LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY’S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the Commissioners Court (the *Governing Body* or *Commissioners Court*) of Kendall County, Texas (the *Issuer* or the *County*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public works, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer’s authorized needs and purposes, and (iii) for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the County Auditor of the Issuer has recommended and the Commissioners Court hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for the purpose of providing funds for (i) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County judicial facilities, including upgrades to the Kendall County Law Enforcement Center, (ii) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County public safety facilities, including a new emergency medical services facility, (iii) acquiring personal property, materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements, and (iv) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations; and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Local Government Code the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation anticipation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ AND NO/100 DOLLARS (\$\_, \_\_\_, \_\_\_), to be designated and bear the title of “KENDALL COUNTY, TEXAS TAX NOTES, SERIES 2022” (the *Obligations*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for Obligations are being issued pursuant to the Order for the purpose of providing funds for (i) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County judicial facilities, including upgrades to the Kendall County Law Enforcement Center, (ii) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County public safety facilities, including a new emergency medical services facility, (iii) acquiring personal property, materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements, and (iv) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations; all in conformity with the laws of the State of Texas, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code and this order finally adopted by the Commissioners Court on August 22, 2022.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated August 15, 2022 (the *Dated Date*) and shall be in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof (within a Stated Maturity), shall be lettered “R- ” and numbered consecutively from One (1) upward and principal shall become due and payable on March 1 in each of the years and in amounts (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2023		
2024		
2025		
2026		
2027		
2028		
2029		

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about September 22, 2022), or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of

twelve 30-day months). Interest on the Obligations shall be payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2023.

SECTION 3: Payment of Obligations - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Obligations shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Obligations.

The selection and appointment of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Obligations is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Obligations, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Obligations are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Obligations appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Obligations, (ii) on the date of surrender of the Obligations for purposes of receiving payment of principal thereof at the Obligations' Stated Maturity, and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of an Obligation for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document

this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of an Obligation appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. [The Obligations are not subject to redemption prior to Stated Maturity.]

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by the County Judge under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk or Deputy County Clerk, and registered by the County Treasurer or Assistant County Treasurer. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined) and with respect to Obligations delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Obligation shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Obligation either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Obligation shall be

conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Obligations, or, if appropriate, the nominee thereof. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Obligation at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Obligations of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Obligation or Obligations surrendered for transfer.

At the option of the Holder, Obligations may be exchanged for other Obligations of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Obligations surrendered for exchange upon surrender of the Obligations to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Obligations are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Obligations to the Holder requesting the exchange.

All Obligations issued upon any transfer or exchange of Obligations shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Obligations surrendered upon such transfer or exchange.

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: Initial Obligation. The Obligations herein authorized shall be initially issued as a fully registered Obligation in the total principal amount of \$\_\_\_\_,\_\_\_\_ with principal installments to become due and payable as provided in Section 2 and numbered T-1 (the *Initial Obligation*), and the Initial Obligation shall be registered in the name of the Purchasers or the designee thereof. The Initial Obligation shall be the Obligations submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas. At any time after the delivery of the Initial Obligation to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or their designee, shall cancel the Initial Obligation delivered hereunder and exchange therefor definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such written instructions from the Purchasers, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

A. Forms Generally. The Obligations, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Obligations shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Obligations, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Obligations as evidenced by their execution thereof. Any portion of the text of any Obligation may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Obligation.

The definitive Obligations shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Obligations as evidenced by their execution thereof, but the Initial Obligation submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

B. Form of Definitive Obligation.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
KENDALL COUNTY, TEXAS  
TAX NOTES, SERIES 2022

Dated Date  
August 15, 2022

Interest Rate:  
\_\_\_\_\_

Stated Maturity:  
\_\_\_\_\_

CUSIP NO:  
-----

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Kendall County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 22, 2022), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2023.

Principal and premium, if any, on this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Obligation (or one or more Predecessor Obligations, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_,\_\_\_\_ (the *Obligations*) pursuant to an order adopted by the Commissioners Court of the Issuer (the *Order*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for (i) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County judicial facilities, including upgrades to the Kendall County Law Enforcement Center, (ii) designing, constructing, acquiring, purchasing, renovating, upgrading, updating, equipping, enlarging, and improving County public safety facilities, including a new emergency medical services facility, (iii) acquiring personal property, materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements, and (iv) paying professional services relating to the aforementioned projects and relating to the issuance of the Obligations.

[As specified in the Order, the Obligations are not subject to redemption prior to the Stated Maturity.]

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Obligations; the terms and conditions relating to the transfer or exchange of the Obligations; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Obligation may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Obligation, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Obligations of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established



by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Obligations is duly authorized by law, that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Obligation in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Obligations does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Obligations by the levy of a tax as aforestated. In case any provision in this Obligation or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Obligation and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Commissioners Court of the Issuer has caused this Obligation to be duly executed under its official seal of its Commissioners Court.

KENDALL COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

COUNTERSIGNED:

REGISTERED:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court

\_\_\_\_\_  
County Treasurer

(SEAL OF THE COMMISSIONERS COURT)

*[The remainder of this page intentionally left blank.]*

C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Obligation Only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Obligation has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Obligation has been duly issued under the provisions of the within-mentioned Order; the Obligation or Obligations of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as Paying  
Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Obligation in every particular.

Signature guaranteed:

\_\_\_\_\_

F. The Initial Obligation shall be in the respective forms set forth in paragraph B of this Section, except that the form of a single fully registered Initial Obligation shall be modified as follows:

- (i) immediately under the name of the Obligation(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

Kendall County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on first day of March in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 22, 2022), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2023.

Principal, and premium if any, of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the Definitive Obligations and the Initial Obligation shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the County Judge, County Treasurer, County Clerk, and/or the County Auditor, or a designee for any of the foregoing.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

C. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations;

assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

D. The term *Depository* shall mean an official depository bank of the Issuer.

E. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

F. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Obligation.

G. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being March 1 and September 1 of each year, commencing March 1, 2023, while any of the Obligations remain Outstanding.

H. The term *Issuer* shall mean Kendall County, Texas, and, where appropriate, the Commissioners Court of the Issuer..

I. The term *Obligation Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

J. The term *Obligations* shall mean the \$\_\_\_\_,\_\_\_\_ “KENDALL COUNTY, TEXAS TAX NOTES, SERIES 2022” authorized by this Order.

K. The term *Order* shall mean this order finally adopted by the Commissioners Court of the Issuer on August 22, 2022.

L. The term *Outstanding* when used in this Order with respect to Obligations shall mean, as of the date of determination, all Obligations issued and delivered under this Order, except:

(1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Order; and

(3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on March 1 of each year, as set forth in Section 2 of this Order.

**SECTION 10: Obligation Fund - Investments.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated “TAX NOTES SERIES 2022 INTEREST AND SINKING FUND” (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described by this Order, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Obligation Fund shall be made in such a manner that the money required to be expended from the Obligation Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund or account

established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Obligations being (i) the interest on the Obligations and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Obligations or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Obligation Fund and are thereafter pledged to the payment of the Obligations. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

SECTION 12: Deposits to Obligation Fund - Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer



and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Obligations surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations. If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Obligation has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Obligations.

**SECTION 18: Sale of Obligations – Approval of Purchase Contract – Use of Proceeds.**  
The Obligations authorized by this Order are hereby sold by the Issuer to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Purchasers*, and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter dated August 22, 2022 (the *Purchase Contract*) attached hereto as Exhibit B and incorporated hereby by reference as a part of this Order for all purposes. The Initial Obligation shall be registered in the name of \_\_\_\_\_. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and/or County Clerk are hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the Commissioners Court, and in regard to the approval and execution of the Purchase Contract, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Obligations shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Obligations. This special account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Obligations pending completion of construction or

acquisition of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Order.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

*Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

*Code* means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

*Computation Date* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Gross Proceeds* means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Obligations.

*Investment* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Nonpurpose Investment* means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Obligations are invested and which is not acquired to carry out the governmental purposes of the Obligations.

*Rebate Amount* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Regulations* means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Obligations. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

*Yield of*

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Obligations means the yield as calculated pursuant to Section 1.148-4 of the Regulations..

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligation to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Obligations to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Obligations:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Obligations, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Obligations or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Obligations to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Obligations to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Obligations to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Obligation is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Obligations with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of

the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Obligations, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Obligations not been relevant to either party.

J. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Obligations. Such elections shall be deemed to be made on the Closing Date.

SECTION 20: Control and Custody of Obligations. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Obligations to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Obligations, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the

delivery of the Initial Obligation to the Purchasers and the initial exchange thereof for definitive Obligations.

SECTION 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, on or prior to the Stated Maturity thereof. In the event of a defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Obligations. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Obligations such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Obligations, this opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Order a Contract - Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, or interest on the Obligations, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 27: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.



SECTION 30: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32: Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Obligation.

SECTION 36: Continuing Disclosure Undertaking.

*Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to

the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

#### SECTION 37: Book-Entry Only System.

The Obligations may be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligation described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive an Obligation evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be

acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Obligation and all notices with respect to such Obligation shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Accounting Reports. The Issuer shall provide annually to the Purchasers for so long as it is the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within six months after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchaser when and if the audit report on such statements become available.

SECTION 40: Contracts with Financial Advisor. The Governing Body authorizes any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the Issuer (the *Financial Advisor*). The Issuer understands that under applicable federal securities laws and regulations that the Issuer must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Obligations.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

*[The remainder of this page left intentionally blank.]*

PASSED AND ADOPTED on the 22nd day of August, 2022.

KENDALL COUNTY, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk of  
the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

*[The remainder of this page intentionally left blank.]*

## **INDEX TO EXHIBITS**

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	DTC Letter of Representations

## **EXHIBIT A**

Paying Agent/Registrar Agreement

See Tab No. \_\_

## **EXHIBIT B**

Purchase Contract

See Tab No. \_\_



## **EXHIBIT C**

DTC Letter of Representations

N/A



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 8/22/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Bond Election for Acquiring Open-Space Land for Public Access
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and approval of an Order by the Commissioners Court of Kendall County, Texas calling a bond election to be held in Kendall County, Texas; making provision for the conduct of the election; resolving other matters incident and related to such election.
<b>REASON FOR AGENDA ITEM</b>	Required action for the Commissioners Court to call a bond election.
<b>WHO WILL THIS AFFECT?</b>	The general public.
<b>ADDITIONAL INFORMATION</b>	None

DRAFT

**AN ORDER BY THE COMMISSIONERS COURT OF KENDALL  
COUNTY, TEXAS CALLING A BOND ELECTION TO BE HELD IN  
KENDALL COUNTY, TEXAS; MAKING PROVISION FOR THE  
CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS  
INCIDENT AND RELATED TO SUCH ELECTION**

\*\*\*\*\*

WHEREAS, the Commissioners Court (the *Court*) of Kendall COUNTY, TEXAS (the *County*) hereby finds and determines that an election should be held to determine whether the County shall be authorized to issue bonds of the County in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the Court hereby finds and determines that the necessity to construct various capital improvements within the County necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Court hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the County; now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS THAT:

SECTION 1. The Election shall be held in the COUNTY OF KENDALL, TEXAS on the 8th day of November, 2022 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not more than 90 nor fewer than 78 days from the date of the adoption of this order (the *Order*), for the purpose of submitting the following measure to the qualified voters of the County:

**MEASURE A**

“Shall the Commissioners Court of Kendall County, Texas be authorized to issue and sell one or more series of general obligation bonds of the County in the aggregate principal amount of not more than \$\_\_\_\_\_ for the purpose of acquiring open space and conservation land and acquiring conservation easements on land for any authorized purposes, including to ensure its availability for recreational or open-space use or to protect wildlife habitat and the water quality of creeks, rivers and springs, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with the law; and any issue or series of such bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the Commissioners Court, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the Commissioners Court of the County be authorized to levy

and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in the County sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

SECTION 2. One or more County election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the County election precincts as identified in Exhibit A to this Order (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the County will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for this Election, together with any other necessary changes to election precincts and procedures and can correct, modify, or change the Exhibits to this Order based upon the final locations and times agreed upon by the County.

A. The Presiding Judge shall appoint not less than two qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

The County participates in the Countywide Polling Place Program under Section 43.007, as amended, Texas Election Code, meaning that any County voter can vote in the Election at any polling place identified in Exhibit A.

C. The main early voting location is designated in Exhibit B to this Order (which is incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This office or place shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the County's Elections Administrator (the *Administrator*), as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the County to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the County shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4. The County is authorized to utilize a Central Counting Station (the Station) as provided by Section 127.001, et seq., as amended, Texas Election Code. The Administrator, or the designee thereof, is hereby appointed as the Manager and Presiding Judge of the Station and may appoint Station clerks and establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code. The Court hereby appoints the Administrator, or the designee thereof, as the Tabulation Supervisor and the Administrator, or the designee thereof, as the Programmer for the Station. Lastly, the Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code.

SECTION 5. The official ballot shall be prepared in accordance with the provisions of the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid measure which shall appear on the ballot substantially as follows:

#### **PROPOSITION A**

“THE ISSUANCE OF NOT TO EXCEED \$\_\_\_\_\_ OF KENDALL COUNTY, TEXAS, GENERAL OBLIGATION BONDS ACQUIRING OPEN SPACE AND CONSERVATION LAND AND ACQUIRING CONSERVATION EASEMENTS ON LAND FOR ANY AUTHORIZED PURPOSES, INCLUDING TO ENSURE ITS AVAILABILITY FOR RECREATIONAL OR OPEN-SPACE USE OR TO PROTECT WILDLIFE HABITAT AND THE WATER QUALITY OF CREEKS, RIVERS AND SPRINGS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF.”

SECTION 6. All resident, qualified voters of the County shall be permitted to vote at the Election, and, on Election Day, such voters shall vote at the designated polling places set

forth in Exhibit A. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, except as modified by the provisions of the Texas Government Code, as amended, and as may be required by law. To the extent required by law, all Election materials and proceedings shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the County, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Order and the voter information attached as Exhibit C, including a Spanish translation thereof, shall be posted (i) at the County Courthouse not less than 21 days prior to Election Day; (ii) at three additional public places within the County not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the County's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the County's internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the County, as of the date of this Order, had outstanding an aggregate principal amount of debt equal to \$30,785,000; the aggregate amount of the interest owed on such County debt obligations, through respective maturity, totaled \$2,800,933; and the County levied an ad valorem debt service tax rate for its outstanding debt obligations of \$ \_\_\_\_ per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Commissioner Court's adoption of this Order, the maximum interest rate for any series of bonds authorized at the Election is 4.50% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date), as prescribed by applicable Texas law, though the County estimates that, based on current bond market conditions, such bonds will amortize over a [ ]-year period from their respective date of issue. The foregoing estimated maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Court authorizes the County Judge, or the designee thereof, to negotiate and enter into a joint election agreement or agreements with any other political subdivisions with territory within the County who are also conducting elections on Election Day in accordance with the provisions of the Texas Election Code, as amended, as determined to be necessary or desirable, and to make such technical modifications to this Order that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Court is evidenced herein.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 11. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 12. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 15. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED, this the 22nd day of August, 2022.

COUNTY OF KENDALL, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Kendall County, Texas

(SEAL OF COMMISSIONERS COURT)



**Exhibit A**

**ELECTION DAY POLLING LOCATION**

Election Day: November 8, 2022

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judge(s) and Alternate(s): [to be appointed by the County]

**Polling Places**

**City Hall (Training Room)** 447 N. Main Street, Boerne, Texas 78006

**First Baptist Church (HUB)** 631 S. School Street, Boerne, Texas 78006

**Bergheim Volunteer Fire Department** 1 Old Curry Creek Road, Bergheim,  
Texas 78004

**Burdick Community Center** 119 Old San Antonio Road, Boerne, Texas 78006

**Kendall County Fairgrounds (New Dance Hall)** 1307 River Road, Boerne,  
Texas 78006

**Kendalia Community Center** 2610 FM 473, Kendalia, Texas 78027

**Boerne Bible Church** 1026 E. Blanco Road, Boerne, Texas 78006

**Sisterdale Community Center** 2 Sisterdale-Lindendale Road, Sisterdale, Texas  
78006

**Comfort Baptist Church** 100 Amber Drive, Comfort, Texas 78013

**Waring Fire House** 11 Waring Road, Boerne, Texas 78006

**Nineteen: Ten Church** 130 FM 1376, Boerne, Texas 78006

County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified on the County's website: <https://www.co.kendall.tx.us/>.

*[The remainder of this page intentionally left blank.]*

**Exhibit B**

**EARLY VOTING**

Early voting begins Monday, October 24, 2022 and ends on Friday, November 4, 2022.

Early voting clerk: [Staci Decker], 221 Fawn Valley Drive, Suite 100, Boerne, Texas 78006.

Presiding Judge of the Early Voting Ballot Board: [Staci Decker]

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting Site.

**Main Early Voting Polling Place**

Kendall County Courthouse Annex  
221 Fawn Valley Drive  
Boerne, Texas 78006

**Permanent Branch Early Voting Polling Place**

Kendall County Courthouse Annex  
221 Fawn valley Drive  
Boerne, Texas 78006

**Early Voting Hours For All Polling Places**

Monday, October 24, 2022 through Friday, October 28, 2022	[8:00 am – 5:00 pm]
Saturday, October 29, 2022	[7:00 am – 7:00 pm]
Sunday, October 30, 2022	[10:00 am – 4:00 pm]
Monday, October 31, 2022 through Friday, November 4, 2022	[7:00 am – 7:00 pm]

**Early Voting By Mail**

Applications for voting by mail must be received no later than the close of business (5:00 p.m.) on Friday, October 28, 2022. Applications should be sent to:

Elections Administrator  
Staci Decker  
P.O. Box 2384  
Boerne, Texas 78006  
fax: (830) 331-8295  
email: [elections@co.kendall.tx.us](mailto:elections@co.kendall.tx.us)

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

**Exhibit C**

**VOTER INFORMATION DOCUMENT**

Kendall County, Texas Proposition A:

<input type="checkbox"/> FOR	“THE ISSUANCE OF NOT TO EXCEED \$_____ OF KENDALL COUNTY, TEXAS, GENERAL OBLIGATION BONDS ACQUIRING OPEN SPACE AND CONSERVATION LAND AND ACQUIRING CONSERVATION EASEMENTS ON LAND FOR ANY AUTHORIZED PURPOSES, INCLUDING TO ENSURE ITS AVAILABILITY FOR RECREATIONAL OR OPEN-SPACE USE OR TO PROTECT WILDLIFE HABITAT AND THE WATER QUALITY OF CREEKS, RIVERS AND SPRINGS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF.”
<input type="checkbox"/> AGAINST	

principal of debt obligations to be authorized	\$ _____
estimated interest for the debt obligations to be authorized presuming an interest rate of ____ %	\$ _____
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over ____ years	\$ _____
as of the date the election was ordered, principal of all outstanding debt obligations	\$30,785,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$2,800,933
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 9 years	\$33,585,933
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved	\$ _____
This figure assumes the amortization of the County’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the County; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.	

*[The remainder of this page intentionally left blank.]*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	2022 Appraisal Roll Totals
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343, EXT 271
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Present, discuss, and seek approval of the 2022 Estimated Certified Appraisal Roll Totals and receive anticipated tax collection rate.
<b>REASON FOR AGENDA ITEM</b>	Inform Commissioner's Court, discuss, and request approval of the 2022 Estimated Certified Appraisal Rolls and tax collection rate.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

# KENDALL APPRAISAL DISTRICT

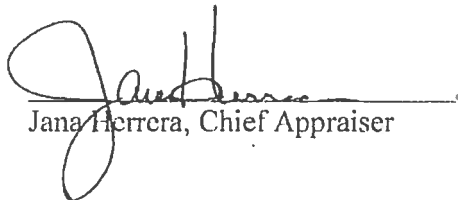
118 Market Avenue • Boerne, Texas 78006

## Kendall County

I, Jana Herrera, Chief Appraiser of the Kendall Appraisal District, do solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal for 2022, and that I have included in the records all property I am aware of, at an appraised value determined as required by law. Due to an unprecedented number of protests resulting from record valuation increases, not all requisite protests have been resolved at this point.

Effective January 1, 2020, Texas Property Tax Code § 26.01(a-1) allows for the district to prepare and certify to the assessor of each taxing unit an estimate of the taxable value for that taxing unit. The documents you are receiving are the same as what you would receive at certification except that more value is still under review (protest). The total estimated certified taxable value reflected below is that portion of the Estimated Certified Appraisal Roll of the Kendall Appraisal District which lists property taxable by Kendall County and constitutes the Estimated Appraisal Roll for 2022.


**Total Estimate of 2022 Certified Taxable Value for Kendall County:                      \$8,877,817,293**

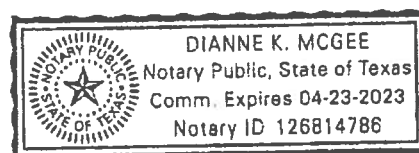
  
\_\_\_\_\_  
Jana Herrera, Chief Appraiser

July 26, 2022  
Date

Approval of the appraisal records by the Kendall County Appraisal Review Board has not occurred as of the date of this estimate.

On this 26<sup>th</sup> day of July 2022, personally appeared Jana Herrera, who having been sworn by me, subscribed to the foregoing certification and upon oath states that the facts contained in this certification are true.

  
\_\_\_\_\_  
Notary Public



## 2022 PRELIMINARY TOTALS

GKE - KENDALL COUNTY

Property Count: 31,934

Grand Totals

7/26/2022

12:04:22PM

Land		Value			
Homesite:		1,879,648,083			
Non Homesite:		1,855,422,513			
Ag Market:		4,223,841,611			
Timber Market:		0	Total Land	(+)	7,958,912,207
Improvement		Value			
Homesite:		4,386,351,646			
Non Homesite:		2,736,697,382	Total Improvements	(+)	7,123,049,028
Non Real		Count	Value		
Personal Property:	2,989		552,098,570		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	= 552,098,570
					= 15,634,059,805
Ag	Non Exempt	Exempt			
Total Productivity Market:	4,223,841,611	0			
Ag Use:	21,887,041	0	Productivity Loss	(-)	4,201,954,570
Timber Use:	0	0	Appraised Value	=	11,432,105,235
Productivity Loss:	4,201,954,570	0			
			Homestead Cap	(-)	936,547,052
			Assessed Value	=	10,495,558,183
			Total Exemptions Amount	(-)	1,281,889,846
			(Breakdown on Next Page)		
			Net Taxable	=	9,213,668,337

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	58,732,882	53,465,901	161,673.53	167,771.16	215		
DPS	925,782	903,776	3,209.63	3,226.97	3		
OV65	1,988,847,851	1,899,087,173	5,889,661.69	5,988,996.06	4,795		
Total	2,048,506,515	1,953,456,850	6,054,544.85	6,159,994.19	5,013	Freeze Taxable	(-) 1,953,456,850
Tax Rate	0.4127000						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	12,039,664	11,703,057	10,511,135	1,191,922	24		
Total	12,039,664	11,703,057	10,511,135	1,191,922	24	Transfer Adjustment	(-) 1,191,922
						Freeze Adjusted Taxable	= 7,259,019,565

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 36,012,518.59 = 7,259,019,565 \* (0.4127000 / 100) + 6,054,544.85

Certified Estimate of Market Value: 15,188,750,863  
 Certified Estimate of Taxable Value: 8,913,408,966

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

Certification of Anticipated Collection Rate:  
 I certify that the Kendall Appraisal District has  
 reported the 2021 County Tax Levy is 99% collected.  
 GKE/2007 5 of 14 James Hudson T.A.C.  
 8-16-22

**2022 PRELIMINARY TOTALS**

GKE - KENDALL COUNTY

Property Count: 31,934

Grand Totals

7/26/2022 12:04:22PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	14,313	29,629.8906	\$209,839,620	\$7,003,075,426	\$5,911,734,791
B	MULTIFAMILY RESIDENCE	158	191.1468	\$0	\$158,900,752	\$158,687,275
C1	VACANT LOTS AND LAND TRACTS	2,849	10,399.5988	\$1,150	\$459,825,587	\$459,490,957
D1	QUALIFIED OPEN-SPACE LAND	6,788	359,920.1230	\$0	\$4,223,841,611	\$21,855,776
D2	IMPROVEMENTS ON QUALIFIED OP	1,278		\$1,730,250	\$53,276,121	\$53,198,473
E	RURAL LAND, NON QUALIFIED OPE	3,184	5,426.4099	\$43,687,840	\$1,133,375,354	\$1,001,105,555
F1	COMMERCIAL REAL PROPERTY	1,207	3,183.3675	\$12,838,070	\$976,534,179	\$964,844,714
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	\$13,255,990	\$13,255,990
J6	PIPELAND COMPANY	5		\$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	2,017		\$10,126,450	\$187,022,630	\$187,022,630
L2	INDUSTRIAL AND MANUFACTURING	175		\$0	\$109,693,300	\$71,402,204
M1	TANGIBLE OTHER PERSONAL, MOE	525		\$745,530	\$11,475,720	\$10,564,202
O	RESIDENTIAL INVENTORY	907	335.9875	\$36,804,470	\$83,634,780	\$83,634,780
S	SPECIAL INVENTORY TAX	31		\$0	\$90,524,640	\$90,524,640
X	TOTALLY EXEMPT PROPERTY	1,387	6,733.2217	\$36,056,210	\$943,277,365	\$0
<b>Totals</b>		<b>415,963</b>	<b>4567</b>	<b>\$351,856,740</b>	<b>\$15,634,059,805</b>	<b>\$9,213,668,337</b>

**2022 PRELIMINARY TOTALS**GKE - KENDALL COUNTY  
Effective Rate Assumption

Property Count: 31,934

7/26/2022 12:04:22PM

**New Value**

TOTAL NEW VALUE MARKET:	\$351,856,740
TOTAL NEW VALUE TAXABLE:	\$305,116,934

**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	463	2021 Market Value	\$558,160
ABSOLUTE EXEMPTIONS VALUE LOSS				\$917,026

Exemption	Description	Count	Exemption Amount
DP	Disability	9	\$75,000
DPS	DISABLED Surviving Spouse	1	\$4,055
DV1	Disabled Veterans 10% - 29%	12	\$102,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	15	\$139,500
DV3	Disabled Veterans 50% - 69%	25	\$258,000
DV3S	Disabled Veterans Surviving Spouse 50% - 69%	2	\$20,000
DV4	Disabled Veterans 70% - 100%	41	\$462,260
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	\$24,000
DVHS	Disabled Veteran Homestead	31	\$17,864,862
HS	Homestead	974	\$0
OV65	Over 65	296	\$2,787,335
PARTIAL EXEMPTIONS VALUE LOSS		1,409	\$21,742,012
NEW EXEMPTIONS VALUE LOSS			\$22,659,038

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
-----------	-------------	-------	----------------------------

**INCREASED EXEMPTIONS VALUE LOSS**

TOTAL EXEMPTIONS VALUE LOSS	\$22,659,038
-----------------------------	--------------

**New Ag / Timber Exemptions**

2021 Market Value	\$2,426,927	Count: 14
2022 Ag/Timber Use	\$9,920	
NEW AG / TIMBER VALUE LOSS	\$2,417,007	

**New Annexations****New Deannexations**



**2022 PRELIMINARY TOTALS****GKE - KENDALL COUNTY  
Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
11,825	\$526,594	\$79,134	\$447,460

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,260	\$539,847	\$80,356	\$459,491

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
2,428	\$1,302,420,280.00	\$723,723,885



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	2022 No-New-Revenue Tax Rate and Voter-Approval Tax Rate
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343, EXT 271
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Present, discuss, and take action if necessary on the 2022 Calculated Tax Rates for Kendall County; No- New-Revenue Tax Rate and Voter-Approval Tax Rate.
<b>REASON FOR AGENDA ITEM</b>	Inform Commissioner's Court, discuss and take action if necessary on the 2022 Calculated Tax Rates for Kendall County.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

# 2022 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

Kendall County, Texas

830-249-9343

Taxing Unit Name

Phone (area code and number)

201 E San Antonio St., Boerne Texas 78006

www.co.kendall.tx.us

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2021 total taxable value.</b> Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 7,348,382,938
2.	<b>2021 tax ceilings.</b> Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 1,675,034,515
3.	<b>Preliminary 2021 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 5,673,348,423
4.	<b>2021 total adopted tax rate.</b>	\$ 0.412700 /\$100
5.	<b>2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.</b>	
	A. Original 2021 ARB values: .....	\$ 6,863,060
	B. 2021 values resulting from final court decisions: .....	-\$ 4,800,000
	C. 2021 value loss. Subtract B from A. <sup>3</sup>	\$ 2,063,060
6.	<b>2021 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. 2021 ARB certified value: .....	\$ 0
	B. 2021 disputed value: .....	-\$ 0
	C. 2021 undisputed value. Subtract B from A. <sup>4</sup>	\$ 0
7.	<b>2021 Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 2,063,060

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 5,675,411,483
9.	<b>2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.</b> Enter the 2021 value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<b>2021 taxable value lost because property first qualified for an exemption in 2022.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2021 market value: ..... \$ 917,026 <b>B. Partial exemptions.</b> 2022 exemption amount or 2022 percentage exemption times 2021 value: ..... + \$ 21,742,012 <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ 22,659,038
11.	<b>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. <b>A. 2021 market value:</b> ..... \$ 2,426,927 <b>B. 2022 productivity or special appraised value:</b> ..... - \$ 9,920 <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ 2,417,007
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 25,076,045
13.	<b>2021 captured value of property in a TIF.</b> Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>2021 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 5,650,335,438
15.	<b>Adjusted 2021 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 23,318,934
16.	<b>Taxes refunded for years preceding tax year 2021.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. <sup>9</sup>	\$ 9,208
17.	<b>Adjusted 2021 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 23,328,142
18.	<b>Total 2022 taxable value on the 2022 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup> <b>A. Certified values:</b> ..... \$ 8,189,661,081 <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ 0 <b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0 <b>D. Tax increment financing:</b> Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. <sup>12</sup> ..... - \$ 0 <b>E. Total 2022 value.</b> Add A and B, then subtract C and D.	\$ 8,189,661,081

<sup>5</sup> Tex. Tax Code § 26.012(15)<sup>6</sup> Tex. Tax Code § 26.012(15)<sup>7</sup> Tex. Tax Code § 26.012(15)<sup>8</sup> Tex. Tax Code § 26.03(c)<sup>9</sup> Tex. Tax Code § 26.012(13)<sup>10</sup> Tex. Tax Code § 26.012(13)<sup>11</sup> Tex. Tax Code § 26.012, 26.04(c-2)<sup>12</sup> Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>	
A.	<b>2022 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>723,747,885</u>	
B.	<b>2022 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>0</u>	
C.	<b>Total value under protest or not certified.</b> Add A and B.	\$ <u>723,747,885</u>
20.	<b>2022 tax ceilings.</b> Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ <u>1,953,456,850</u>
21.	<b>2022 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>6,959,952,116</u>
22.	<b>Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.</b> Include both real and personal property. Enter the 2022 value of property in territory annexed. <sup>18</sup>	\$ <u>0</u>
23.	<b>Total 2022 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2022. <sup>19</sup>	\$ <u>305,116,934</u>
24.	<b>Total adjustments to the 2022 taxable value.</b> Add Lines 22 and 23.	\$ <u>305,116,934</u>
25.	<b>Adjusted 2022 taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>6,654,835,182</u>
26.	<b>2022 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.350544</u> /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. <sup>21</sup>	\$ <u>0.350544</u> /\$100

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>2021 M&amp;O tax rate.</b> Enter the 2021 M&O tax rate.	\$ <u>0.364269</u> /\$100
29.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>5,675,411,483</u>

<sup>13</sup> Tex. Tax Code § 26.01(c) and (d)

<sup>14</sup> Tex. Tax Code § 26.01(c)

<sup>15</sup> Tex. Tax Code § 26.01(d)

<sup>16</sup> Tex. Tax Code § 26.012(6)(B)

<sup>17</sup> Tex. Tax Code § 26.012(6)

<sup>18</sup> Tex. Tax Code § 26.012(17)

<sup>19</sup> Tex. Tax Code § 26.012(17)

<sup>20</sup> Tex. Tax Code § 26.04(c)

<sup>21</sup> Tex. Tax Code § 26.04(d)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total 2021 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ 20,673,764
31.	<b>Adjusted 2021 levy for calculating NNR M&amp;O rate.</b>	
	<b>A. M&amp;O taxes refunded for years preceding tax year 2021.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. .... + \$ 8,033	
	<b>B. 2021 taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. .... - \$ 0	
	<b>C. 2021 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0	
	<b>D. 2021 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ 8,033	
	<b>E. Add Line 30 to 31D.</b>	\$ 20,681,797
32.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,654,835,182
33.	<b>2022 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.310778 /\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup>	
	<b>A. 2022 state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0	
	<b>B. 2021 state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0	
	<b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0/\$100	
	<b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0/\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup>	
	<b>A. 2022 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. .... \$ 0	
	<b>B. 2021 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. .... - \$ 0	
	<b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0/\$100	
	<b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0/\$100

<sup>23</sup> [Reserved for expansion]<sup>23</sup> Tex. Tax Code § 26.044<sup>24</sup> Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup> <b>A. 2022 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>B. 2021 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> . . . . . \$ _____ 0/\$100 <b>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.</b> . . . . . \$ _____ 0/\$100 <b>E. Enter the lesser of C and D. If not applicable, enter 0.</b>	\$ _____ 0/\$100
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup> <b>A. 2022 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . \$ _____ 0 <b>B. 2021 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . \$ _____ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> . . . . . \$ _____ 0/\$100 <b>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.</b> . . . . . \$ _____ 0/\$100 <b>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</b>	\$ _____ 0/\$100
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. <b>A. Amount appropriated for public safety in 2021.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . \$ _____ 0 <b>B. Expenditures for public safety in 2021.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. . . . . \$ _____ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> . . . . . \$ _____ 0/\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ _____ 0/\$100
39.	<b>Adjusted 2022 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.310778 /\$100
40.	<b>Adjustment for 2021 sales tax specifically to reduce property values.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. <b>A. Enter the amount of additional sales tax collected and spent on M&amp;O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</b> . . . . . \$ 4,752,667 <b>B. Divide Line 40A by Line 32 and multiply by \$100.</b> . . . . . \$ 0.071416 /\$100 <b>C. Add Line 40B to Line 39.</b>	\$ 0.382194 /\$100
41.	<b>2022 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.395570 /\$100

<sup>25</sup> Tex. Tax Code § 26.0442.<sup>26</sup> Tex. Tax Code § 26.0443.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<b>Disaster Line 41 (D41): 2022 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ 0 /\$100
42.	<b>Total 2022 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <b>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></b>  Enter debt amount ..... \$ 6,760,571 <b>B. Subtract unencumbered fund amount used to reduce total debt.</b> ..... - \$ 0 <b>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)</b> ..... - \$ 0 <b>D. Subtract amount paid from other resources</b> ..... - \$ 11,100 <b>E. Adjusted debt. Subtract B, C and D from A.</b> ..... \$ 6,749,471	\$ 6,749,471
43.	<b>Certified 2021 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 78,588
44.	<b>Adjusted 2022 debt.</b> Subtract Line 43 from Line 42E.	\$ 6,670,883
45.	<b>2022 anticipated collection rate.</b> <b>A.</b> Enter the 2022 anticipated collection rate certified by the collector. <sup>30</sup> ..... 99.00 % <b>B.</b> Enter the 2021 actual collection rate. .... 103.02 % <b>C.</b> Enter the 2020 actual collection rate. .... 102.07 % <b>D.</b> Enter the 2019 actual collection rate. .... 101.51 % <b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup> ..... 101.51 %	101.51 %
46.	<b>2022 debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 6,571,651
47.	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,959,952,116
48.	<b>2022 debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.094420 /\$100
49.	<b>2022 voter-approval tax rate.</b> Add Lines 41 and 48.	\$ 0.489990 /\$100
D49.	<b>Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

<sup>27</sup> Tex. Tax Code § 26.042(a)<sup>28</sup> Tex. Tax Code § 26.012(7)<sup>29</sup> Tex. Tax Code § 26.012(10) and 26.04(b)<sup>30</sup> Tex. Tax Code § 26.04(b)<sup>31</sup> Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ 0.489990 /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup>  <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November 2021.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 5,124,678
53.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,959,952,116
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.073631 /\$100
55.	<b>2022 NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.350544 /\$100
56.	<b>2022 NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.350544 /\$100
57.	<b>2022 voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.489990 /\$100
58.	<b>2022 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.416359 /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,959,952,116
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	<b>2022 voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.416359 /\$100

<sup>32</sup> Tex. Tax Code § 26.041(d)

<sup>33</sup> Tex. Tax Code § 26.041(i)

<sup>34</sup> Tex. Tax Code § 26.041(d)

<sup>35</sup> Tex. Tax Code § 26.04(c)

<sup>36</sup> Tex. Tax Code § 26.04(c)

<sup>37</sup> Tex. Tax Code § 26.045(d)

<sup>38</sup> Tex. Tax Code § 26.045(i)

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;<sup>40</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>41</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>42</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>2021 unused increment rate.</b> Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.000000 /\$100
64.	<b>2020 unused increment rate.</b> Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.002418 /\$100
65.	<b>2019 unused increment rate.</b> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0 /\$100
66.	<b>2022 unused increment rate.</b> Add Lines 63, 64 and 65.	\$ 0.002418 /\$100
67.	<b>2022 voter-approval tax rate, adjusted for unused increment rate.</b> Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.418777 /\$100

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup>

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
68.	<b>Adjusted 2022 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.310778 /\$100
69.	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,959,952,116
70.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.007183 /\$100
71.	<b>2022 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.094420 /\$100
72.	<b>De minimis rate.</b> Add Lines 68, 70 and 71.	\$ 0.412381 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>46</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>47</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

<sup>39</sup> Tex. Tax Code § 26.013(a)

<sup>40</sup> Tex. Tax Code § 26.013(c)

<sup>41</sup> Tex. Tax Code §§ 26.0501(a) and (c)

<sup>42</sup> Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

<sup>43</sup> Tex. Tax Code § 26.063(a)(1)

<sup>44</sup> Tex. Tax Code § 26.012(8-a)

<sup>45</sup> Tex. Tax Code § 26.063(a)(1)

<sup>46</sup> Tex. Tax Code § 26.042(b)

<sup>47</sup> Tex. Tax Code § 26.042(f)



This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	<b>2021 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.412700 /\$100
74.	<b>Adjusted 2021 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	<b>Increase in 2021 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	\$ 0.412700 /\$100
76.	<b>Adjusted 2021 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,650,335,438
77.	<b>Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	\$ 23,318,934
78.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 6,654,835,182
79.	<b>Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	\$ 0 /\$100
80.	<b>2022 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.418777 /\$100

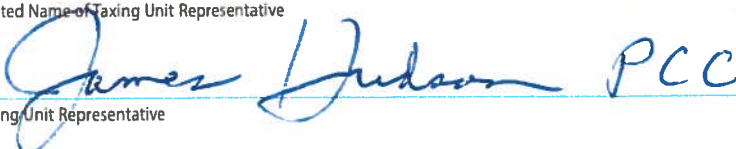
## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

<b>No-new-revenue tax rate.</b> .....	\$ 0.350544 /\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>27</u>	
<b>Voter-approval tax rate.</b> .....	\$ 0.418777 /\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>67</u>	
<b>De minimis rate.</b> .....	\$ 0.412381 /\$100
If applicable, enter the 2022 de minimis rate from Line 72.	

## SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.<sup>50</sup>

<b>print here</b> ▶	James Hudson Tax Assessor Collector
	Printed Name of Taxing Unit Representative
<b>sign here</b> ▶	 PCC
	Taxing Unit Representative
	Date <u>8-18-2022</u>

<sup>48</sup> Tex. Tax Code §26.042(c)

<sup>49</sup> Tex. Tax Code §26.042(b)

<sup>50</sup> Tex. Tax Code §§ 26.04(c-2) and (d-2)



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Propose 2022 Tax Rate and Schedule Future Public Hearing
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Judge Darrel L. Lux/James Hudson, Tax Assessor - Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 271
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Take a record vote to place a proposal to adopt the rate of \$.3877 per \$100.00 taxable value on the agenda of a future meeting. Since the proposed rate of \$.3877 is higher than the No-New-Revenue Tax Rate, notice must be published and a public hearing scheduled for September 6, 2022 at 10:30 AM.
<b>REASON FOR AGENDA ITEM</b>	Take a RECORD VOTE on the proposed tax rate and schedule public hearing.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Optional Motor Vehicle Fees
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	James Hudson, Tax Assessor-Collector
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 271
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the 2023 Optional Fees-County Road and Bridge Fee and Child Safety Fee.
<b>REASON FOR AGENDA ITEM</b>	Consideration and action on the 2023 Optional Fees-County Road and Bridge Fee and Child Safety Fee.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



July 21, 2022

Re: Imposition of Optional Fees for Calendar Year (CY) 2023

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1, with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2023 notification to TxDMV. The following is a brief description of the related optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies **ONLY** to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties;
- May not exceed \$10 for Bexar, El Paso and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2023, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

**DEADLINE:** Please return the form and commissioners court order, if applicable, by Thursday, September 1, 2022, via email to [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov) (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Roland D. Luna, Sr., Deputy Executive Director  
Texas Department of Motor Vehicles

RL:CT:MV

Attachments

cc: County tax assessor-collectors




## Imposition of Optional Fees Calendar Year (CY) 2023

**INSTRUCTIONS:** All counties must complete and return this form, even if there are no changes to fees for the upcoming calendar year. Please submit this form (including a court order, if required) via email to [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov).

Please submit at your earliest convenience, but no later than **Thursday, September 1, 2022**.

**COUNTY NAME:** \_\_\_\_\_

**SELECT ONLY ONE OPTION BELOW:**

- ☐ **OPTION A – No change. This county will charge the same fees in CY 2023.**   
*Submit this form to TxDMV. A copy of a commissioners court order is NOT required.*

**OR**

- ☐ **OPTION B – The commissioners court has approved fee changes for CY 2023.**  
*Submit this form and a copy of the commissioners court order to TxDMV.*

Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.  
CY 2023 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to  
Bexar, Brazos, Cameron, El Paso, Hidalgo  
and Webb counties only): \$ \_\_\_\_\_

**Total fee amount to be collected in CY 2023:** \$ \_\_\_\_\_

*We appreciate your response. Thank you.*



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Road & Bridge Monthly Report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Road and Bridge: Don L Evans, Road Supervisor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 656
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Summary of Road Work For July 2022
<b>REASON FOR AGENDA ITEM</b>	Report Progress of Road Work
<b>WHO WILL THIS AFFECT?</b>	County wide progress report.
<b>ADDITIONAL INFORMATION</b>	None.



## Kendall County Road Bridge July 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
			6411 San Pedro Ave/SA	County Road and Bridge	Pick Up Parts	55644	7/1/22
			Ergon Emulsions	County Road and Bridge	Pick up CSS-1H Oil	55928	7/28/22
			Ameritex/Seguin Tx.	County Road and Bridge	Pick Up Pipe	55724	7/11/22
1	114	ROSEWOOD AVE	Old Facility Maint.	Non Road and Bridge	Assist Other Agency	55797	7/21/22

## Kendall County Road Bridge July 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
2	202	CHARGER BLVD	Brush Site	Equipment	Equipment Staggering	55896	7/29/22
2		CAMP ALZAFAR RD	0 to 1 Mile	Maintenance	Pot Hole Repair	55883	7/27/22
2	212	LOS INDIOS RD		Maintenance	Driveway Work	55889	7/28/22
2	202	CHARGER BLVD	Brush Site	Non Road and Bridge	Assist Other Agency	55878	7/26/22
2		MARK TWAIN DR	1 to 1.5 Miles	Paving	Seal Coat Prep	55799	7/20/22
2		KREUTZBERG RD	5.0 to 6.0 Miles	Paving and Prep	Seal Coat Prep	55738	7/13/22
2		KREUTZBERG RD	3.5 to 4.0 Miles	Paving and Prep	Seal Coat Prep	55694	7/6/22
2		KREUTZBERG RD	5 to 6 Miles	Paving and Prep	Seal Coat Prep	55729	7/12/22
2		KREUTZBERG RD	6 to 6.5 Miles	Paving and Prep	Seal Coat Prep	55747	7/14/22
2		KREUTZBERG RD	1.5 to 2.0 Miles	Paving and Prep	Seal Coat Prep	55798	7/21/22
2		KREUTZBERG RD	2.0 to 2.3 Miles	Paving and Prep	Seal Coat Prep	55796	7/20/22
2		KREUTZBERG RD	2.5 to 3.0 Miles	Paving and Prep	Seal Coat Prep	55684	7/5/22
2		MARK TWAIN DR	0 to 1 Mile	Paving and Prep	Seal Coat Prep	55783	7/19/22
2		KREUTZBERG RD	5 to 5.5 Miles	Paving and Prep	Seal Coat Prep	55725	7/11/22
2		KREUTZBERG RD	6.5 to 7.0	Paving and Prep	Seal Coat Prep	55782	7/19/22
2		KREUTZBERG RD	4.0 to 5.0 Miles	Paving and Prep	Seal Coat Prep	55701	7/7/22
2		KREUTZBERG RD	@ 1.7 Miles	Paving and Prep	Seal Coat Prep	55853	7/25/22
2		KREUTZBERG RD	@ 1.7 Miles	Paving and Prep	Seal Coat Prep	55811	7/22/22

## Kendall County Road Bridge July 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
3	230	ACKER RD		Brush	Brush Removal	55698	7/7/22
3	114	HUNTERS VIEW CIR		Contract Services	Pot Hole Repair	55849	7/20/22
3	132	HUNTERS VIEW CIR		Contract Services	Pot Hole Repair	55848	7/20/22
3		CANYON RIDGE DR	@ Cypress Bend	Contract Services	Pot Hole Repair	55845	7/20/22
3		CYPRESS BEND DR	@ Antler Way	Contract Services	Pot Hole Repair	55847	7/20/22
3	26	WALNUT GROVE RD		Contract Services	Pot Hole Repair	55844	7/20/22
3	602	CYPRESS BEND DR		Contract Services	Pot Hole Repair	55850	7/20/22
3	1133	FM 3351 N	Kendalia R&B Yard	County Road and Bridge	Clean Facility	55695	7/6/22
3	1133	N FM 3351	Kendalia R&B	County Road and Bridge	Yard Maint.	55807	7/21/22
3	117	SEVEN SISTERS DR		Maintenance	Edge Of Pavement	55642	7/1/22
3	2606	FM 473	Kendalia VFD	Non Road and Bridge	Assist Other Agency	55697	7/5/22
3	392	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55764	7/18/22
3	476	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55726	7/11/22
3	159	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55795	7/20/22
3	306	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55711	7/8/22
3	19	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55785	7/19/22
3	97	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55646	7/1/22
3	306	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55789	7/19/22
3		OAK VALLEY DR	@ 0 Miles	Paving and Prep	Seal Coat Prep	55894	7/28/22
3	599	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55739	7/12/22
3	306	OLD BLANCO RD		Paving and Prep	Seal Coat Prep	55854	7/25/22
3		RIVER RANCH RD	0 to 1.63 Miles	Paving and Prep	Seal Coat Prep	55879	7/26/22

## Kendall County Road Bridge July 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4	1011	HIGH ST		Brush	Brush Removal	55776	7/15/22
4		OLD NUMBER 9 HWY	#116 & #204	Brush	Brush Removal	55777	7/15/22
4	4976	GRAPE CREEK RD		Brush	Brush Removal	55778	7/18/22
4	473	UPPER SISTERDALE RD		Brush	Cut Brush	55727	7/11/22
4		UPPER SISTERDALE RD	0 to 1 Mlle	Brush	R O W Clearing	55887	7/27/22
4	203	AMBER DR		Contract Services	Pot Hole Repair	55830	7/19/22
4	209	AMBER DR		Contract Services	Pot Hole Repair	55831	7/19/22
4	104	BLUE RDG		Contract Services	Pot Hole Repair	55826	7/18/22
4		AMBER DR	@ Altgelt St.	Contract Services	Pot Hole Repair	55838	7/19/22
4	302	WEST ST		Contract Services	Pot Hole Repair	55820	7/18/22
4	106	BLUE RDG		Contract Services	Pot Hole Repair	55827	7/18/22
4	804	HIGH ST		Contract Services	Pot Hole Repair	55958	7/25/22
4	720	SOUTH ST		Contract Services	Pot Hole Repair	55840	7/19/22
4	928	HIGH ST		Contract Services	Pot Hole Repair	55963	7/25/22
4	322	EAST ST		Contract Services	Pot Hole Repair	55817	7/18/22
4	201	AMBER DR		Contract Services	Pot Hole Repair	55828	7/19/22
4	219	AMBER DR		Contract Services	Pot Hole Repair	55834	7/19/22
4	410	MOUNTAIN SPRING DR		Contract Services	Pot Hole Repair	55842	7/20/22
4		LINDNER AVE	@ Front St.	Contract Services	Pot Hole Repair	55814	7/18/22
4		SEVENTH ST	@ Low Water Crossing	Contract Services	Pot Hole Repair	55957	7/25/22
4		WEST ST	@ Faltin St.	Contract Services	Pot Hole Repair	55823	7/18/22
4		HIGH STREET RD	#14 to #16	Contract Services	Pot Hole Repair	55961	7/25/22
4	713	SOUTH ST		Contract Services	Pot Hole Repair	55839	7/19/22
4	603	NORTH ST		Contract Services	Pot Hole Repair	55819	7/18/22
4	330	MOUNTAIN SPRING DR		Contract Services	Pot Hole Repair	55843	7/20/22
4	902	HIGH ST		Contract Services	Pot Hole Repair	55962	7/25/22
4	312	WEST ST		Contract Services	Pot Hole Repair	55821	7/18/22
4	415	MOUNTAIN SPRING DR		Contract Services	Pot Hole Repair	55841	7/20/22
4	914	HIGH ST		Contract Services	Pot Hole Repair	55964	7/25/22
4		AMBER DR	@ South St.	Contract Services	Pot Hole Repair	55837	7/19/22
4	220	WEST ST		Contract Services	Pot Hole Repair	55824	7/18/22
4	943	HIGH ST		Contract Services	Pot Hole Repair	55965	7/25/22
4	904	HIGH ST		Contract Services	Pot Hole Repair	55959	7/7/22



## Kendall County Road Bridge July 2022 Report

Precinct	Address	Street	Location	Activity	Notes	Task ID	Date
4		EAST ST	@ North St.	Contract Services	Pot Hole Repair	55836	7/19/22
4	546	LINDNER AVE		Contract Services	Pot Hole Repair	55816	7/18/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Oil Tank Pad Site	55761	7/18/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Oil Tank Pad Site	55758	7/15/22
4	3	OLD COMFORT RD	R&B Yard	County Road and Bridge	Yard Maint.	55766	7/18/22
4	1	OLD NUMBER 9 HWY		Maintenance	Edge Of Pavement	55779	7/18/22
4		UPPER CIBOLO CREEK RD	.2 to 3.5 Miles	Maintenance	Edge Of Pavement	55730	7/12/22
4	8	FLAT ROCK CREEK RD		New Construction	Driveway Work	55696	7/6/22
4		FLAT ROCK CREEK RD	0 to .4 Miles	New Construction	Road Surface	55751	7/14/22
4		FLAT ROCK CREEK RD	0 to .9 Miles	New Construction	Road Surface	55877	7/26/22
4	2	FLAT ROCK CREEK RD		New Construction	Driveway Work	55708	7/8/22
4		FLAT ROCK CREEK RD	.4 to .6 Miles	New Construction	Seal Coat Prep	55765	7/18/22
4	2	FLAT ROCK CREEK RD		New Construction	Driveway Work	55700	7/7/22
4		FLAT ROCK CREEK RD	.6 to .7 Miles	New Construction	Road Surface	55791	7/20/22
4		FLAT ROCK CREEK RD	.2 to .4 Miles	New Construction	Mill Road	55731	7/12/22
4		FLAT ROCK CREEK RD	.10 to .37 Miles	New Construction	Road Surface	55895	7/29/22
4	22	FLAT ROCK CREEK RD		New Construction	Driveway Work	55640	7/1/22
4	2	FLAT ROCK CREEK RD		New Construction	Driveway Work	55733	7/8/22
4		FLAT ROCK CREEK RD	.6 to .7 Miles	New Construction	Road Surface	55801	7/21/22
4	438	FLAT ROCK CREEK RD		New Construction	Road Surface	55888	7/28/22
4		FLAT ROCK CREEK RD	.6 to .7 Miles	New Construction	Mill Road	55784	7/19/22
4		FLAT ROCK CREEK RD	0 to .9 Miles	New Construction	Road Surface	55884	7/27/22
4		FLAT ROCK CREEK RD	0 to .2 Miles	New Construction	Road Surface	55740	7/13/22
4		COMFORT TOWNSHIP	Various Roads	Non Road and Bridge	Assist Other Agency	55639	7/5/22
4	28	FM 473	Comfort Solid Waste	Non Road and Bridge	Assist Other Agency	55886	7/23/22
4	598	WALNUT GROVE ROAD N		Road Structure	Clean Cattle Guard	55693	7/5/22
4	598	WALNUT GROVE ROAD N		Road Structure	Clean Cattle Guard	55689	7/6/22
4	322	THIRD ST		Storm Related	Remove Tree	55800	7/21/22
4	5126	GRAPE CREEK RD		Storm Related	Tree Removal	55735	7/12/22
4	108	SPRING VALLEY DR		Storm Related	Picked Up Rock	55734	7/13/22
4	116	OLD NUMBER 9 HWY		Storm Related	Tree Removal	55749	7/14/22



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 8/22/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Operations Monthly Report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Road & Bridge; Operations Jean Maxwell Operations Manager
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 652
<b>TIME NEEDED FOR PRESENTATION</b>	3 Minutes
<b>WORDING OF AGENDA ITEM</b>	Summary of Operations For July 2022
<b>REASON FOR AGENDA ITEM</b>	Operations Monthly Report
<b>WHO WILL THIS AFFECT?</b>	County Wide
<b>ADDITIONAL INFORMATION</b>	None

# Kendall County Operations July 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
1		UPPER BALCONES RD	@ 3.9 Miles	Data Collection	GPS Cattle Guard Site	55972	7/22/2022
1		BALCONES RD WEST	@ .02 Miles	Data Collection	GPS Cattle Guard Site	55973	7/22/2022
1	117	RANGER DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55655	7/1/2022
1	5	STEPHANIE DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55657	7/1/2022
1	316	DEER LAKE DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55656	7/1/2022
1		DODGE RD	@ .01 Miles	Fabricate and Install	Fabricate & Install Dodge Rd. Street Name Sign	55971	7/22/2022
1	106	WHITWORTH RD	@ 2 Miles	Place or Remove Temp Sign	Remove Temp Signs, Barrels From Guard Rail Job	55970	7/21/2022
1		BUCKHORN LN	@ .13 Miles	Repair Sign Support	Repair Bent Sign Pole	55967	7/21/2022
1		WHITWORTH RD	@ .05 Miles	Replace	Replace Chevron & U Channel	55969	7/21/2022
1	90	DOESKIN DR	@ .4 Miles	Replace Support	Replace Keep Right Sign Pole	55986	7/28/2022
1		BUCKHORN LN	@ .13 Miles	Replace Support	Replace Stop Sign Pole	55968	7/21/2022

## Kendall County Operations July 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
2		KREUTZBERG RD	@ 3.6 Miles	Data Collection	GPS Culvert Site	55856	7/6/2022
2	137	SKYLIGHT TRL	@ .29 Miles	Object Marker Replace	Replace Object Marker	55989	7/29/2022
2		KREUTZBERG RD	@ 3.6 Miles	Object Marker Replace	Replace Two Object Markers	55855	7/6/2022
2		RUST LN	@ .48 Miles	Object Marker Replace	Replace Object Marker	55990	7/29/2022
2		KREUTZBERG RD	@ .77 Miles	Repair Sign	Repair Chevron	55851	7/6/2022
2		KREUTZBERG RD	@ .88 Miles	Replace Support	Replace Left Turn Sign Pole	55852	7/6/2022
2		OLD FREDERICKSBURG RD	@ 1.43 Miles	Trash Removal	Remove Adopt A Road Trash	55863	7/19/2022
2		KREUTZBERG RD	@ 3.55 Miles	Trim Brush	Trim Brush Around Sign	55857	7/6/2022



## Kendall County Operations July 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
3	137	PHILLIP RANCH RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55985	7/28/2022
3	138	BILLINGS FOREST	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55659	7/1/2022
3	2925	FM 473	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55873	7/20/2022
3	827	FM 1376	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55658	7/1/2022
3	128	COLEMAN SPGS	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55984	7/28/2022
3	131	PHILLIP RANCH RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55875	7/20/2022
3	50	TAYLOR RDG	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55874	7/20/2022
3	303	SADDLE MOUNTAIN DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55983	7/28/2022
3	118	RIVER VIEW DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55982	7/28/2022
3		MILL DAM RD	@ .3 Miles	Repair Sign	Repair Chevron	55859	7/8/2022
3		REMINGTON DR	@ .9 Miles	Replace	Replace Winding Rd Sign/Pole	55858	7/8/2022

# Kendall County Operations July 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		BIG JOSHUA CREEK RD	From 0 to 2.63 Miles	Data Collection	GPS Cattle Guard Sites/Inspect	55860	7/19/2022
4		LITTLE JOSHUA CREEK RD	@ 1.72 Miles	Data Collection	GPS Cattle Guard Site/Inspect	55868	7/20/2022
4		POSSUM CREEK RD	@ .3 Miles	Data Collection	GPS Cattle Guard Site/Inspect	55861	7/19/2022
4		LITTLE JOSHUA CREEK RD	@ .08 Miles	Data Collection	GPS Culvert Site	55871	7/20/2022
4		HOLIDAY RD	@ 4.25 Miles	Data Collection	GPS Cattle Guard Site/Inspect	55862	7/19/2022
4		LITTLE JOSHUA CREEK RD	@ 1.55 Miles	Data Collection	GPS Culvert Site	55866	7/20/2022
4	105	SPRING VALLEY DR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55980	7/28/2022
4	188	INSPIRATION LP	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55981	7/28/2022
4	3	OLD COMFORT RD	Fabricate @ Shop	Fabricate	Fabricate Info Sign For JP 4	55979	7/28/2022
4	110	DEER RUN CIR	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55988	7/29/2022
4	143	BLASCHKE RD	Fabricate @ Shop	Fabricate	Fabricate Address Plate	55869	7/20/2022
4	7	LITTLE JOSHUA CREEK RD	@ .08 Miles	Object Marker Replace	Replace Two Object Markers	55872	7/20/2022
4	99	LITTLE JOSHUA CREEK RD	@ 1.55 Miles	Object Marker Replace	Replace Two Object Markers	55867	7/20/2022
4		US 87	@ .6 Miles	Place or Remove Temp Sign	Remove Parade Detour 500' Sign	55667	7/5/2022
4		IH 10 W	@ 19.2 Miles	Place or Remove Temp Sign	Remove Message Board	55660	7/5/2022
4		FM 473	@ .5 Miles	Place or Remove Temp Sign	Remove Parade Detour 500' Sign	55663	7/5/2022
4	1	BIG JOSHUA CREEK RD	@ .01 Miles	Place or Remove Temp Sign	Place Barrel W/Chevrons @ Cattle Guard	55966	7/21/2022

## Kendall County Operations July 2022 Report

Precinct	Address #	Street	Location Description	Activity	Notes	Task ID	Date
4		SH 27 W	@ .5 Miles	Place or Remove Temp Sign	Remove Message Board	55661	7/5/2022
4		SH 27 W	@ .1 Miles	Place or Remove Temp Sign	Remove Parade Detour 1000' Sign	55664	7/5/2022
4		FM 473	@ .65 Miles	Place or Remove Temp Sign	Remove Parade Detour 1000' Sign	55662	7/5/2022
4		SH 27	@ .01 Miles	Place or Remove Temp Sign	Remove Parade Detour 500' Sign	55665	7/5/2022
4		US 87	@ .7 Miles	Place or Remove Temp Sign	Remove Parade Detour 1000' Sign	55666	7/5/2022
4		UPPER SISTERDALE RD	@ .01 Miles	Relocate	Relocate Chevron	55974	7/22/2022
4		LITTLE JOSHUA CREEK RD	@ .03 Miles	Repair Sign	Repair Loose Livestock Sign Pole	55870	7/20/2022
4		LITTLE JOSHUA CREEK RD	@ 1.5 Miles	Replace Sign	Replace Loose Livestock Sign	55864	7/20/2022