



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</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 November 28, 2022.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2023 Budget Amendments
<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 FY2023 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: DECEMBER 12, 2022

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

COUNTY COMMISSIONERS BUDGET TO VARIOUS DEPARTMENTS:

10-402-53330	OPERATING	+	2,000
10-402-55530	OFFICE FURNITURE	+	2,000
10-406-54220	RADIO AIR TIME	+	1,560
10-408-54400	UTILITIES	+	11,000
10-456-54600	RENT - BLDGS/OFFICE SPACE	+	6,080
10-495-53330	OPERATING	+	2,000
10-495-54270	CONFERENCE/TRAINING	+	2,000
10-495-55530	OFFICE FURNITURE	+	7,762
10-496-54270	CONFERENCE/TRAINING	+	2,000
10-496-55520	SOFTWARE	+	20,275
10-496-55530	OFFICE FURNITURE	+	5,800
10-497-54270	CONFERENCE/TRAINING	+	2,000
10-540-54220	RADIO AIR TIME	+	1,340
10-540-54523	SOFTWARE MAINTENANCE	+	1,500
10-545-54220	RADIO AIR TIME	+	9,960
10-551-54220	RADIO AIR TIME	+	360
10-552-54220	RADIO AIR TIME	+	120
10-554-54220	RADIO AIR TIME	+	120
10-560-51080	PART-TIME	+	1,968
10-560-53110	POSTAGE	+	900
10-560-54220	RADIO AIR TIME	+	9,040
10-560-54861	CONTRACT SERVICES	+	3,335
10-560-55200	VEHICLE PURCHASE/TOTAL VALUE	+	3,185
10-560-55900	OTHER CAPITAL OUTLAY	+	495
10-595-54400	UTILITIES	+	1,000
10-596-54240	INTERNET SERVICES	+	800
10-596-54400	UTILITIES	+	2,500
10-596-54540	VEHICLE - REPAIR & MAINT	+	5,000
10-597-54400	UTILITIES	+	1,000
10-660-54400	UTILITIES	+	14,000
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	121,100

COURTHOUSE & RELATED BUILDINGS BUDGET TO VARIOUS DEPARTMENTS FOR UTILITIES:

10-512-54400	UTILITIES	+	155,000
10-540-54400	UTILITIES	+	28,000
10-560-54400	UTILITIES	+	9,000
10-579-54400	UTILITIES	+	12,000
10-510-54400	UTILITIES	-	204,000

CONSTABLE & SHERIFF BUDGET TO COMMISSIONERS - RADIOS TO BE PURCHASED FROM ARPA FUNDS:

10-401-56020	CONTINGENCIES - MISCELLANEOUS	+	805,789
10-551-55410	RADIO & RADAR EQUIPMENT	-	10,000
10-552-55410	RADIO & RADAR EQUIPMENT	-	10,000
10-553-55410	RADIO & RADAR EQUIPMENT	-	10,000
10-554-55410	RADIO & RADAR EQUIPMENT	-	10,000
10-560-55410	RADIO & RADAR EQUIPMENT	-	765,789



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<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: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Accept Donations
<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>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
<b>REASON FOR AGENDA ITEM</b>	Accept donations received in November 2022.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

Kendall County, Texas  
Donation List for Commissioners Court December 12, 2022.

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

The following donations were received from November 1, 2022 thru November 30, 2022.

**Monetary Donations:**

<b>Date</b>	<b>Amount</b>	<b>Received From</b>	<b>Description of Donation</b>	<b>Specific Department or Purpose</b>
11/01/22	\$ 60.00	Taylor Eichler	Cash	Animal Control
11/01/22	\$ 500.00	R. Fuller	Cash	Animal Control
11/03/22	\$ 163.39	Alex Seidensticker	Credit Card	Animal Control
11/04/22	\$ 100.00	Mary Anne Dehler	Cash	Animal Control
11/10/22	\$ 25.00	Caren Richardson	Cash	Animal Control
11/15/22	\$ 100.00	Keith Norris	Cash	Animal Control
11/18/22	\$ 100.00	John Mott	Cash	Animal Control
11/22/22	\$ 15.00	Logan Hochstetler	Credit Card	Animal Control
11/23/22	\$ 500.00	Bill Palmer, Attorney-at-Law	Check	EMS
11/28/22	\$ 20.00	Martha Guin	Cash	Animal Control
11/28/22	\$ 100.00	Jane Lacy	Cash	Animal Control
11/29/22	\$ 5.00	Kelly Davis	Cash	Animal Control
11/30/22	\$ 75.00	James Towner	Cash	Animal Control

**Other Donations:**

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

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Cash Summary at Frost Bank September & October 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 September & October 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>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING October 31, 2022

	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 985,982.21	\$ 7,743,626.81	\$ 4,151,588.66	\$ 4,578,020.36
11-Road & Bridge	\$ 245,291.03	\$ 1,148,881.97	\$ 581,109.29	\$ 813,063.71
13-Courthouse Security	\$ 85,017.41	\$ 4,547.61	\$ 14,905.66	\$ 74,659.36
15-Lateral Road & Bridge	\$ 63,570.20	\$ 26,373.94	\$ 563.38	\$ 89,380.76
16-Court Reporter Service	\$ 33,293.07	\$ 1,544.58	\$ 5,097.00	\$ 29,740.65
17-Attorney-Hot Check	\$ -	\$ -	\$ -	\$ -
19-Records Mgmt (County Clerk)	\$ 177,162.48	\$ 9,820.00	\$ 19,907.61	\$ 167,074.87
20-Law Library	\$ 85,608.87	\$ 2,065.00	\$ 1,320.46	\$ 86,353.41
21-Justice Court Technology	\$ 49,275.86	\$ 1,661.30	\$ -	\$ 50,937.16
22-Justice Court Building Security	\$ 38,231.20	\$ 15.45	\$ -	\$ 38,246.65
23-County & District Technology	\$ 22,598.97	\$ 152.23	\$ 461.80	\$ 22,289.40
24-Alternative Dispute Resolution	\$ 2,260.00	\$ 1,020.00	\$ 3,280.00	\$ -
25-District Clerk Records Mgmt	\$ 22,689.42	\$ 960.65	\$ 4,500.00	\$ 19,150.07
26-County Clerk Rec. Archive Fund	\$ 324,983.80	\$ 9,750.00	\$ 206,647.62	\$ 128,086.18
27-Vital Statistics Records	\$ 725.00	\$ 53.00	\$ -	\$ 778.00
28-Pre-Trial Intervention	\$ 18,111.47	\$ 2,258.00	\$ -	\$ 20,369.47
29-LEOSE Training	\$ 51,675.06	\$ -	\$ 778.41	\$ 50,896.65
30-County Jury Fund	\$ 7,168.92	\$ 668.01	\$ -	\$ 7,836.93
31-County Records Mgmt & Pres Fund	\$ 16,430.00	\$ 1,820.00	\$ -	\$ 18,250.00
32-Appellate Judicial System Fund	\$ 655.00	\$ 295.00	\$ 950.00	\$ -
33-Juv Probation-State Grant	\$ 2,706.53	\$ 49,757.57	\$ 32,675.00	\$ 19,789.10
34-Juv Probation Title IV E	\$ 81.44	\$ -	\$ 81.44	\$ -
36-Local Truancy Prev & Diversion	\$ 44,996.71	\$ 1,999.33	\$ -	\$ 46,996.04
37-Court-Initiated Guardianship Fund	\$ 4,620.00	\$ 420.00	\$ -	\$ 5,040.00
41-MVDIT Interest	\$ 23,344.92	\$ 1,531.98	\$ 1,118.51	\$ 23,758.39
42-Election Services Contract Fund	\$ 24,106.74	\$ -	\$ -	\$ 24,106.74
43-Fire Inspection & Permit Fund	\$ 60,856.05	\$ 9,891.00	\$ 6,113.00	\$ 64,634.05
50-Crime Victims Grant	\$ -	\$ -	\$ 48,419.81	\$ (48,419.81)
51-VAWA Grant	\$ -	\$ -	\$ 23,844.03	\$ (23,844.03)
55-Coronavirus Local Fisc Recvy Fund	\$ -	\$ 612,161.99	\$ 612,161.99	\$ -
80-Tobacco Settlement	\$ 70,087.62	\$ -	\$ 185.37	\$ 69,902.25
81-Historical Commission	\$ 7,562.22	\$ 50.00	\$ -	\$ 7,612.22
82-County Donations	\$ 81,993.30	\$ 325.00	\$ 1,275.81	\$ 81,042.49
84-Abandoned Vehicles	\$ 4,162.75	\$ -	\$ -	\$ 4,162.75
89-Bond Forfeiture Commission	\$ 37,674.09	\$ 1,710.47	\$ -	\$ 39,384.56
93-Texas State Fees	\$ 351,419.62	\$ 239,375.39	\$ 431,148.48	\$ 159,646.53
CASH BALANCES	\$ 2,944,341.96	\$ 9,872,736.28	\$ 6,148,133.33	\$ 6,668,944.91



KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING October 31, 2022

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
63-Series 2013 UnLimited Tax Road Bond	\$ 187,412.53	\$ 169,996.91	\$ -	\$ 357,409.44
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 148,287.58	\$ 338,030.45	\$ -	\$ 486,318.03
66-Series 2022 Tax Note	\$ -	\$ 1,176,978.91	\$ 25.00	\$ 1,176,953.91
70-Capital Projects 2022 Tax Note	\$ 11,920,835.18	\$ 55.87	\$ 11,000,000.00	\$ 920,891.05
85-Local S.O. Forfeiture	\$ 42,300.11	\$ 2,441.90	\$ -	\$ 44,742.01
87-Federal S.O. Forfeiture	\$ 72,103.90	\$ 0.55	\$ 329.65	\$ 71,774.80
88-CDA Asset Forfeiture	\$ 84,708.78	\$ 1,628.43	\$ -	\$ 86,337.21
90-Trust Account	\$ 4,049,899.59	\$ 34.40	\$ -	\$ 4,049,933.99
96-Public Grants *	\$ 80.85	\$ -	\$ 1,461.00	\$ (1,380.15)
CASH BALANCES	\$ 16,505,628.52	\$ 1,689,167.42	\$ 11,001,815.65	\$ 7,192,980.29
*Waiting on Grant Funds for Fund 96				

Cash Summary report prepared by the Treasurer  Date: 12/15/2022

Cash summary Report examined and approved by the Auditor's office  Date: 12-6-22

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

	<b>Beg Balance</b>	<b>Receipts</b> (includes Journal Entries and Transfers In)	<b>Disbursements</b> (includes Journal Entries and Transfers Out)	<b>Ending Balance</b>
10-General Fund	\$ 3,959,299.51	\$ 2,118,467.49	\$ 5,091,784.79	\$ 985,982.21
11-Road & Bridge	\$ 642,093.42	\$ 1,170,083.83	\$ 1,566,886.22	\$ 245,291.03
13-Courthouse Security	\$ 81,182.81	\$ 9,717.49	\$ 5,882.89	\$ 85,017.41
15-Lateral Road & Bridge	\$ 64,002.44	\$ -	\$ 432.24	\$ 63,570.20
16-Court Reporter Service	\$ 35,004.12	\$ 3,604.28	\$ 5,315.33	\$ 33,293.07
17-Attorney-Hot Check	\$ 37.61	\$ -	\$ 37.61	\$ -
19-Records Mgmt (County Clerk)	\$ 184,807.52	\$ 20,060.00	\$ 27,705.04	\$ 177,162.48
20-Law Library	\$ 85,484.79	\$ 4,830.00	\$ 4,705.92	\$ 85,608.87
21-Justice Court Technology	\$ 49,116.71	\$ 3,463.25	\$ 3,304.10	\$ 49,275.86
22-Justice Court Building Security	\$ 38,216.66	\$ 29.99	\$ 15.45	\$ 38,231.20
23-County & District Technology	\$ 23,196.91	\$ 309.93	\$ 907.87	\$ 22,598.97
24-Alternative Dispute Resolution	\$ 900.00	\$ 2,380.00	\$ 1,020.00	\$ 2,260.00
25-District Clerk Records Mgmt	\$ 21,727.39	\$ 1,922.68	\$ 960.65	\$ 22,689.42
26-County Clerk Rec. Archive Fund	\$ 315,795.44	\$ 19,945.00	\$ 10,756.64	\$ 324,983.80
27-Vital Statistics Records	\$ 672.00	\$ 106.00	\$ 53.00	\$ 725.00
28-Pre-Trial Intervention	\$ 16,505.47	\$ 2,364.00	\$ 758.00	\$ 18,111.47
29-LEOSE Training	\$ 52,554.12	\$ -	\$ 879.06	\$ 51,675.06
30-County Jury Fund	\$ 5,017.89	\$ 2,819.04	\$ 668.01	\$ 7,168.92
31-County Records Mgmt & Pres Fund	\$ 13,970.00	\$ 4,280.00	\$ 1,820.00	\$ 16,430.00
32-Appellate Judicial System Fund	\$ 260.00	\$ 690.00	\$ 295.00	\$ 655.00
33-Juv Probation-State Grant	\$ 29,337.97	\$ -	\$ 26,631.44	\$ 2,706.53
34-Juv Probation Title IV E	\$ 717.27	\$ -	\$ 635.83	\$ 81.44
36-Local Truancy Prev & Diversion	\$ 42,817.56	\$ 4,178.48	\$ 1,999.33	\$ 44,996.71
37-Court-Initiated Guardianship Fund	\$ 4,080.00	\$ 960.00	\$ 420.00	\$ 4,620.00
41-MVDIT Interest	\$ 23,241.47	\$ 2,759.33	\$ 2,655.88	\$ 23,344.92
42-Election Services Contract Fund	\$ 15,381.60	\$ 10,250.00	\$ 1,524.86	\$ 24,106.74
43-Fire Inspection & Permit Fund	\$ 65,996.58	\$ 4,425.62	\$ 9,566.15	\$ 60,856.05
50-Crime Victims Grant	\$ (52,437.46)	\$ 108,023.33	\$ 55,585.87	\$ -
51-VAWA Grant	\$ (45,753.13)	\$ 73,779.94	\$ 28,026.81	\$ 0.00
55-Coronavirus Local Fisc Recvy Fund	\$ 74,219.14	\$ 1,056,535.35	\$ 1,130,754.49	\$ -
80-Tobacco Settlement	\$ 70,527.47	\$ -	\$ 439.85	\$ 70,087.62
81-Historical Commission	\$ 7,562.22	\$ -	\$ -	\$ 7,562.22
82-County Donations	\$ 82,081.87	\$ 545.00	\$ 633.57	\$ 81,993.30
84-Abandoned Vehicles	\$ 4,162.75	\$ -	\$ -	\$ 4,162.75
89-Bond Forfeiture Commission	\$ 36,346.23	\$ 1,451.33	\$ 123.47	\$ 37,674.09
93-Texas State Fees	\$ 292,155.79	\$ 127,206.28	\$ 67,942.45	\$ 351,419.62
CASH BALANCES	\$ 6,240,282.14	\$ 4,755,187.64	\$ 8,051,127.82	\$ 2,944,341.96

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK  
MONTH ENDING September 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	\$ -	\$ -	\$ -	\$ -
63-Series 2013 Unlimited Tax Road Bond	\$ 184,879.60	\$ 3,259.29	\$ 726.36	\$ 187,412.53
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 148,005.20	\$ 363.08	\$ 80.70	\$ 148,287.58
66-Series 2022 Tax Note	\$ -	\$ -	\$ -	\$ -
70-Capital Projects 2022 Tax Note	\$ -	\$ 11,920,835.18	\$ -	\$ 11,920,835.18
85-Local S.O. Forfeiture	\$ 25,781.76	\$ 16,518.35	\$ -	\$ 42,300.11
87-Federal S.O. Forfeiture	\$ 72,103.37	\$ 0.53	\$ -	\$ 72,103.90
88-CDA Asset Forfeiture	\$ 73,696.07	\$ 11,012.71	\$ -	\$ 84,708.78
90-Trust Account	\$ 4,050,242.95	\$ 1,303,158.93	\$ 1,303,502.29	\$ 4,049,899.59
96-Public Grants	\$ 80.85	\$ 4,073.50	\$ 4,073.50	\$ 80.85
CASH BALANCES	\$ 4,554,789.80	\$ 13,259,221.57	\$ 1,308,382.85	\$ 16,505,628.52

Cash Summary report prepared by the Treasurer AD Spain Date: 12/5/2022  
Cash summary Report examined and approved by the Auditor's office Colinna Speer Date: 12-6-22



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Kendall County Appointee to Kendall Appraisal District Board of Directors
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on appointing a Kendall County representative to the Kendall Appraisal District Board of Directors for 2023-2024.
<b>REASON FOR AGENDA ITEM</b>	To provide County representation on the Kendall Appraisal District Board of Directors.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	Rodney Edmondson is seeking appointment of Kendall County representative on the Kendall Appraisal District Board of Directors.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	2023-2024 Kendall County Historical Commission Appointments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on appointing members to the 2023-2024 Kendall County Historical Commission.
<b>REASON FOR AGENDA ITEM</b>	Chapter 318 of the Texas Local Government Code directs County Commissioners Courts to make County Historical Commission appointments in January of odd-numbered years for a two-year term for the purpose of preserving a county's history.
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	By-Laws of the Kendall County Historical Commission
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the updated By-Laws of the Kendall County Historical Commission
<b>REASON FOR AGENDA ITEM</b>	Updating the Kendall County Historical Commission By-Laws
<b>WHO WILL THIS AFFECT?</b>	Kendall County Historical Commission
<b>ADDITIONAL INFORMATION</b>	None

**BY-LAWS**  
**of**  
**THE KENDALL COUNTY HISTORICAL COMMISSION**

**ARTICLE I - Name**

Section 1. The name of this organization shall be the Kendall County Historical Commission, hereinafter referred to as the “KCHC.”

Section 2. The Texas Local Government Code, Chapter 318, empowers the commissioners court of each county to appoint a county historical commission and specifies duties of such a commission.

**ARTICLE II – Purpose and Policy**

The purpose of KCHC shall be to preserve, protect and promote the history and heritage of Kendall County and its pioneer families. To that end KCHC shall:

- Engage in continuing study of the rich heritage of Kendall County and shall continually review and implement actions and programs to accomplish this goal.
- Make recommendations to and advise Commissioners Court on matters of historical significance to Kendall County.
- Encourage placement of historical markers as they comply with the Texas State Historical Commission requirements.
- Support the programs of the Texas State Historical Commission in Kendall County.

**ARTICLE III – Membership**

Section 1. Eligibility. In accordance with Section 318.003 of the Texas Local Government Code, the Commission shall be composed of at least seven (7) residents of Kendall County. Any adult resident of Kendall County recommended by the KCHC or County Commissioner, and approved and appointed by the Commissioners Court is thereby a member.

Section 2. Term. Members shall:

- Be appointed for two-year terms, beginning in January of odd-numbered years. Persons receiving appointment on other than the above date shall serve only until the next regular appointment date.
- Serve at the pleasure of Kendall County Commissioners Court and until replaced by an appointee approved by Commissioners Court.

Section 3. Responsibilities. All KCHC appointees must:

- Attend all regular meetings. Members who are unable to attend a meeting should notify the Secretary if they wish to have an excused absence. If any member is absent three consecutive regular meetings without notifying the KCHC Secretary in advance and furnishing a valid reason, that members shall become subject to removal by action of the Commissioners Court.
- Plan to serve on at least one committee or as an officer during their two-year tenure.
- Review Texas Open Meetings Act in Texas Government Code Chapter 551.

Section 4. Resignation. Resignation from the KCHC shall be by letter of resignation which shall be read into the official minutes of the KCHC and then forwarded to Commissioners Court for their action.

Section 4. Ex-officio Members. Ex-officio, non-voting members shall include the County Judge and the County Commissioners.

Section 6. Associate Members are valued community members whose advice, counsel and assistance is utilized frequently by the commission. They are non-voting members and cannot be counted for quorum purposes.

Section 7. Emeritus Members must have served the KCHC with distinction for 20 years or more and are nominated and approved by a majority vote of the members at a regular monthly meeting. They are non-voting members and cannot be counted for quorum purposes.

## **ARTICLE IV – Officers**

Section 1. Election, Term and Remuneration. The officers of KCHC shall be:

- Chairman
- Vice-Chair
- Secretary
- Treasurer

These officers shall be elected by a majority vote of the voting members present at the Annual Meeting. Their term of office shall be for one year. All officers, as members, serve without remuneration.

Section 2. Chairman. The Chairman shall be the Executive Officer of the KCHC. Responsibility shall be:

- To call meetings and preside at those meetings.
- Appoint standing committees, task forces and their chair.
- Report annually to the Commissioners Court on activity and progress of the KCHC.



- Serve on or designate a representative for any boards, commissions or committees as requested and deemed appropriate by the KCHC.
- To have the usual powers of supervision and management as may pertain to the office.
- Coordinate fiscal and budget matters with the County Treasurer and the County Auditor.
- Provide the County Judge a roster of KCHC membership annotated as to those members not desiring reappointment in November of even dated years.
- Perform such other duties as assigned by Commissioners Court.

Section 3. Vice-Chair. The Vice-Chair shall:

- Preside at the meetings in the absence of the Chairman.
- Assume all other responsibilities of the Chairman during the absence of the Chairman.
- Serves as Chairman of the Budget Committee.

Section 4. Secretary. The Secretary shall:

- Record the minutes of all meetings;
- Arrange a place for the meetings;
- Notify the members of meeting, location, date and time
- Attend to all correspondence and reports.
- Perform such other duties normal to the office and as assigned.

Section 5. Treasurer. The Treasurer shall be entrusted with the custody of the KCHC's funds. Funds shall be deposited with the Kendall County Treasurer in a KCHC account structured by the County Auditor. The Treasurer must:

- Provide a statement of the cash balance on hand at regular meetings.
- Provide a full financial report annually at the Annual Meeting.
- Serve as a member of the Budget Committee.

Section 6. Nominations and Election Procedure.

- September Meeting elects Nominating Committee for Slate of Officers composed of three members of KCHC.
- November Meeting includes presentation of the slate of officers by Nominating Committee.
- January Annual Meeting shall include election of officers as part of the Annual Meeting.
- Nominations may also be made during the Annual Meeting from the floor by any voting member with the consent of the nominee.
- Election shall be by written ballot unless there is only one candidate and a motion is passed to elect by acclamation. A majority vote of those present shall constitute election.
- Proxy or absentee voting will not be allowed with the exception being a Declaration of Local Disaster for Public Health Emergency ordered by Commissioners Court that would allow voting by electronic mail.
-

Section 7. Resignation and Vacancy. An officer may resign an office while not necessarily resigning membership on KCHC by submitting a letter to that effect to the KCHC which shall be read into the minutes. A vacancy occurring in the office of Chairman shall be filled for the remainder of the year by the Vice-Chair. Vacancies occurring in offices other than the Chairman shall be filled for the remainder of the year as the KCHC sees fit, either by authorizing the Chairman to appoint or by electing a replacement at the next regular meeting following the resignation.

## **ARTICLE V – Financial Administration**

Section 1. Fiscal Term. The fiscal year for the KCHC shall coincide with that of Kendall County, that is, October 1 through September 30.

Section 2. Budget Committee. A Budget Committee appointed annually by the Chairman shall consist of one KCHC members, the Treasurer, with the Vice-Chair of KCHC serving as Chair of the Budget Committee.

Section 3. Budget. The proposed budget for the KCHC for the ensuing fiscal year shall be prepared by the Budget Committee and presented to the general membership no later than February meeting. The Budgetary needs for the Commission and its proposed programs shall be presented to the County in March.

## **ARTICLE VI – Meetings**

Section 1. Regular Meetings. There shall be a minimum of six (6) regular meetings for the general membership in each program year. The dates, times and places shall be determined by the general membership. Notification of meetings shall be by electronic mail or telephone at least one week prior to a meeting.

Section 2. Annual Meeting. The Annual Meeting shall be the meeting held first after January 1. The date, time and place shall be set by KCHC in the month(s) prior. Business of the Annual Meeting shall include:

- Election of officers.
- A review of the budget as approved by Commissioners Court.
- A review of programs for the current program year.
- Other business as deemed necessary.

Section 3. Special Meetings: The Chairman may call special meetings to conduct business between regular meetings as may be necessary. Notification of meetings shall be by electronic mail or telephone at least one week prior to a meeting.

Section 4. Quorum. A quorum shall be required for the transaction of business at any meeting. Per the Texas Historical Commission, a majority of members present constitutes a quorum.

Section 5. Parliamentary Procedure. Parliamentary procedure shall be according to Robert's Rules of Order.

## **ARTICLE VII – Committees and Task Forces**

Section 1. Program Year. The program year for KCHC shall commence January 1 and terminate December 31.

Section 2. Committee Chair. The Chairman of the KCHC shall appoint at the beginning of each program year a Committee chair for each of the Standing Committees and of Task Forces when such are created. Committee chairs shall serve the same one-year term as the officers of KCHC. Committee chairs are to recruit committee members from the general membership. Outside advisers and counselors may also be brought into Committee work. They shall serve as non-voting members of committees.

Section 3. Standing Committees. The following shall be the Standing Committees of KCHC:

(A) Community Relations Outreach. Purpose to acquire, preserve, store and display historical papers, records and documents pertaining to Kendall County history; liaison with local historical museums and organizations as appropriate; write or secure county history and reprint scarce historical material and publications as appropriate and market and promote the activities of the KCHC.

(B) Historical Markers. Purpose to study, survey and review sites, buildings, and subjects that meet the guidelines for Texas Historical Marker recognition; prepare and submit appropriate applications for markers within the County in coordination with owners of the property; encourage owners of historically significant buildings and sites who desire a historical marker and aid them in the development of materials necessary to support an approved marker.

- Historical markers placed on private property shall be paid for by the property owners and through KCHC channels.
- Historical markers placed on public property shall be paid for by funds made available for that purpose to KCHC.

(C) Programs & Events. Purpose to annually sponsor a Kendall County Appreciation Week program with appropriate activities, speakers, articles, tours and other events to keep alive the history and development of Kendall County, Texas.

(D) Budget. Purpose to prepare annually a budget reflecting funds needed to carry the program of KCHC; to present the budget at the Annual Meeting of the general membership; to assess the budgetary impact of proposed programs developed after the program year commences and to present in sufficient detail so as to obtain the approval of Commissioners Court if the existing budget of KCHC will not support the program.

Section 3. Task Forces. The Chairman of KCHC shall appoint a chair and members of Task Forces to serve to accomplish a specific project. These Task Forces shall terminate at the completion of the project.

### ARTICLE VIII: Amendments

These By-Laws may be amended by two-thirds (2/3) vote of the members present and voting at the Annual Meeting provided such proposed amendments were provided in writing to the membership at least two weeks prior to the Annual Meeting.

Kendall County Historical Commission adopts the new KCHC By-laws at its Annual Meeting

on \_\_\_\_\_, 2022

\_\_\_\_\_  
Chairman, Robin Stauber

Attest:

\_\_\_\_\_  
Secretary Suzanne Young

\_\_\_\_\_  
Vice-Chair Kathryn Adam-Hurst

Approved by Kendall County Commissioners Court, Kendall County, Texas, on

\_\_\_\_\_, 2022

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

\_\_\_\_\_  
Commissioner Precinct 1

\_\_\_\_\_  
Commissioner Precinct 2

\_\_\_\_\_  
Commissioner Precinct 3

\_\_\_\_\_  
Commissioner Precinct 4



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Public Hearing - Escorial Subdivision Plat Cancellation
<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>	Public hearing on the application filed by 4B Brooks Investments, LLC for the proposed plat cancellation of Escorial Subdivision recorded in Volume 2 Page 75 of the Kendall County Plat Records.
<b>REASON FOR AGENDA ITEM</b>	Public Hearing - Escorial Subdivision Plat Cancellation
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	None

Pursuant to the provisions of Section 232.008 and 212 Local Government Code of the State of Texas, and Kendall County Development Rules & Regulations, the Commissioners Court (the Court) of Kendall County, Texas provides notice of an application filed by the owner, Ben Brooks, Authorized agent for 4B Brooks Investments LLC, for the proposed cancellation of the subdivision plat for Escorial Subdivision Kendall County, Texas recorded in Volume 2, Page 75 Kendall County Plat Records. The application will be considered by the Court and the Court will receive comments from interested parties regarding the proposed cancellation of the plat at its regular meeting to be held December 12, 2022 at 9:15am at the Kendall County Courthouse, 201 East San Antonio Ave, 3rd Floor Boerne, Texas.

The engineering consultant of Kendall County, Texas hereby certifies that this subdivision plat conforms to all requirements of the Kendall County Commissioners Court Order as to which his approval is required.

*[Signature]*  
Engineering Consultant

(Engineer's Seal)

#### UTILITY EASEMENTS

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

#### NOTES:

1. IRON PINS SET AT ALL CORNERS AND THE BEGINNINGS AND ENDINGS OF ALL CURVES.
2. EACH LOT IN THIS SUBDIVISION WILL BE SERVED BY A PRIVATE WATER WELL AND SEPTIC TANK DISPOSAL SYSTEM APPROVED BY PUBLIC HEALTH OFFICIALS.
3. ALL LOTS IN THIS SUBDIVISION ARE NOT SUBJECT TO FLOODING BY 100 YEAR RAIN FALL.
4. THERE ARE NO NEW ROADS IN THIS SUBDIVISION.
5. PERCOLATION TESTS HAVE BEEN MADE ON LOT 12, BLOCK 1, IN ACCORDANCE WITH THE APPLICABLE KENDALL COUNTY AND STATE REGULATIONS AND SAME HAVE BEEN APPROVED.  
TEST RESULTS: AVERAGE PERC. RATE 5.1 MIN./IN.

PLAT APPROVED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS  
THIS THE 22<sup>ND</sup> DAY OF May AD 1987

*[Signature]*  
COUNTY JUDGE KENDALL COUNTY TEXAS

*[Signature]*  
COMMISSIONER PCT. NO. 1

COMMISSIONER PCT. NO. 2

*[Signature]*  
COMMISSIONER PCT. NO. 3

*[Signature]*  
COMMISSIONER PCT. NO. 4

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE KENDALL COUNTY COMMISSIONERS COURT

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9<sup>TH</sup> DAY OF APRIL  
A.D. 1987

STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT  
IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED  
ALVIN L. GROVES, 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 9<sup>TH</sup> DAY OF APRIL  
A.D. 1987

*[Signature]*  
NOTARY PUBLIC  
BEXAR COUNTY, TEXAS

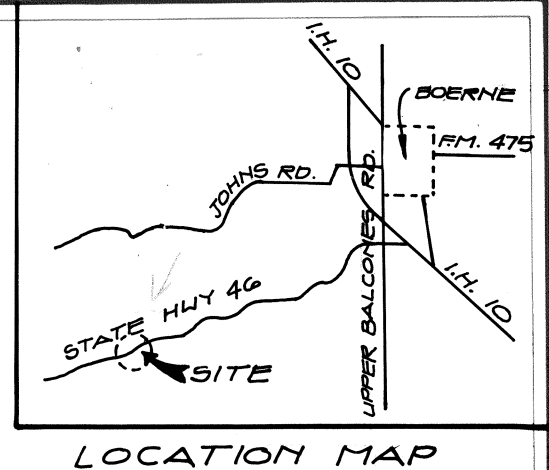
CURVE DATA  
 $\Delta = 21^\circ 53' 39''$   
 $R = 390.00'$   
 $T = 75.43'$   
 $L = 149.03'$

CURVE DATA  
 $\Delta = 11^\circ 01' 03''$   
 $R = 285.00'$   
 $T = 27.49'$   
 $L = 54.20'$

#### SUBDIVISION PLAT ESTABLISHING ESCORIAL SUBDIVISION UNIT 1, LOT 12, BLOCK 1

GROVES AND ASSOCIATES, INC.  
CONSULTING ENGINEERS/PLANNERS  
SAN ANTONIO, TEXAS

64082



SCALE 1" = 100'

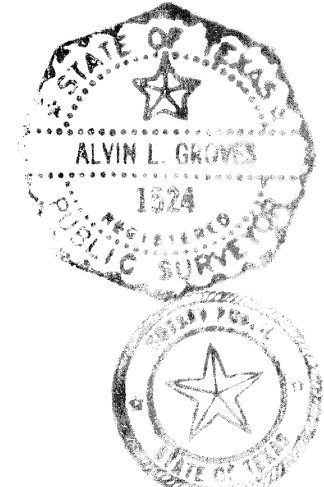
UNPLATTED

DEEP HOLLOW DRIVE (VOL. 1, PG. 255)

100' ELECTRIC EASEMENT

S.E. CORNER OF 329.296 ACRE TRACT

HWY 46



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

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9<sup>TH</sup> DAY OF APRIL  
A.D. 1987

STATE OF TEXAS  
COUNTY OF KENDALL  
I, *[Signature]* COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 19<sup>TH</sup> DAY OF November  
A.D. 1987 AT 8:37 AM AND DULY RECORDED THE 19<sup>TH</sup> DAY OF November  
A.D. 1987 AT 8:31 AM IN THE RECORDS OF Plat  
OF SAID COUNTY, IN BOOK VOLUME 2 ON PAGE 75  
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 19<sup>TH</sup>  
DAY OF November A.D. 1987  
*[Signature]* COUNTY CLERK KENDALL COUNTY, TEXAS  
BY *[Signature]* DEPUTY



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<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 lifted by Commissioners Court November 28, 2022.





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Grant request
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMC
<b>PHONE # OR EXTENSION #</b>	830 249-3721 ext. 451
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion and action on applying for a grant to purchase a 45Vkw trailer mounted generator for the Command/Rehab trailer.
<b>REASON FOR AGENDA ITEM</b>	This is a requirement for getting grants. The trailer is almost finished with upgrades and this is the last item needed to complete.
<b>WHO WILL THIS AFFECT?</b>	All emergency responders and other departments in Kendall County that have a need for a Command Post and/or Rehab during an event, emergency or disaster. Also any agency that may need back-up power from time to time.
<b>ADDITIONAL INFORMATION</b>	Monies in the future will be need for maintenance and upkeep, we anticipate this being very minimal funds.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief - Charles Warren Ferguson - Trustee of the Charles Warren Ferguson Lifetime Trust - Owner
<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>	<p>Consideration and action on a request for relief from the road frontage and platting requirements in accordance to Chapter 2 of the Kendall County Development Rules and Regulations. The proposed division would create a 302-acre tract (Tract 1) and a 327-acre tract (Tract 2). Access to Tract 2 would be off a proposed 40' wide easement for roadway purposes to Sisterdale Lindendale Road. Each tract may be subdivided into no more than 4 than four separate tracts with each tract being a minimum of 50 acres.</p> <p>Request for Relief - Charles Warren Ferguson - Trustee of the Charles Warren Ferguson Lifetime Trust – Owner</p>
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - Charles Warren Ferguson - Trustee of the Charles Warren Ferguson Lifetime Trust – Owner
<b>WHO WILL THIS AFFECT?</b>	Precinct 3
<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.

## MUTUAL DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS                   §  
   §  
COUNTY OF KENDALL           §

This **MUTUAL DECLARATION OF RESTRICTIVE COVENANTS** (this “**Declaration**”) is made by **CONSUELO GLORIA FERGUSON, INDIVIDUALLY AND AS TRUSTEE OF THE FERGUSON FAMILY TRUST, and CHARLES WARREN FERGUSON, INDIVIDUALLY AND AS TRUSTEE OF THE CHARLES WARREN FERGUSON LIFETIME TRUST, DEENA FERGUSON JENKINS, AS TRUSTEE OF THE DEENA FERGUSON JENKINS TRUST, AND THEODORE ROY MARTIN, AS TRUSTEE OF THE THEODORE ROY MARTIN TRUST**, as of the date on which this Declaration has been filed for record in the Official Public Records of Kendall County, Texas (the “**Effective Date**”).

### RECITALS:

WHEREAS, CONSUELO GLORIA FERGUSON, INDIVIDUALLY AND AS TRUSTEE OF THE FERGUSON FAMILY TRUST, owns that certain tract of land containing 302.7 acres, more or less located in Kendall County, Texas, and being more particularly described on attached Exhibit “A” incorporated herein by reference (the “**Tract 1**”); and

WHEREAS, CHARLES WARREN FERGUSON, INDIVIDUALLY AND AS TRUSTEE OF THE CHARLES WARREN FERGUSON LIFETIME TRUST, DEENA FERGUSON JENKINS, AS TRUSTEE OF THE DEENA FERGUSON JENKINS TRUST, AND THEODORE ROY MARTIN, AS TRUSTEE OF THE THEODORE ROY MARTIN TRUST, own several tracts of land containing 79.01 acres, 79.12 acres and 169.46 acres, all more particularly described on attached Exhibit “B” incorporated herein by reference (the “**Tract 2**”); and

WHEREAS, the parties hereto desire to impose certain restrictions on Tract 1 and Tract 2 for the mutual benefit of the current and future owners of Tract 1 and Tract 2.

**NOW, THEREFORE**, for valuable consideration received, the undersigned do hereby declare that both Tract 1 and Tract 2 shall be owned, held, mortgaged, transferred, sold, conveyed, occupied, leased, and enjoyed subject to the restrictions set forth in this Declaration for the Term (herein defined) hereof. The Restrictions shall run with all or any future portions of Tract 1 and Tract 2 and shall be binding on all parties having any right, title, or interest in or to Tract 1 and Tract 2 for the Term. Each contract, lease, or deed conveying either Tract 1 and Tract 2 or any portion thereof, or any interest therein, shall conclusively be held to have been executed, delivered and accepted subject to the Restrictions in accordance with this Declaration, regardless of whether or not the same are set out in full or by reference in said instrument of conveyance or otherwise, from and after the Effective Date.

## Article 1. Restrictions

The Tract 1 and Tract 2 shall be and are hereby encumbered by the following covenants and restrictions (collectively, the “**Restrictions**”):

1. Restriction as to Future Subdivision. Tract 1 and Tract 2, respectively, may each only be subdivided into no more than four (4) separate tracts or parcels provided that the minimum acreage of each parcel shall be fifty (50) acres. For clarity sake, Tract 1 may subdivide into four (4) separate parcels and Tract 2 may be subdivided into no more than four (4) separate parcels with each subdivided parcel containing at least fifty (50) acres.
2. Restrictions as to Use. Each of the following activities are prohibited on both Tract 1 and Tract 2:
  - a) Operation of junk yards, salvage yards or abandoned vehicle operations.
  - b) Dumping, disposal, incineration or reduction of garbage, refuse or hazardous waste or materials other than garbage produced by the owner of the applicable tract.
  - c) Landfill operations.
  - d) Any activity which may be considered noxious or harmful by reason of odor, dust, smoke, fumes, noise or pollutants.
  - e) Crematorium.
  - f) Heavy industrial uses, such as defined in the Zoning and Planning Code for Kendall County.
  - g) Sexually oriented or “adult” businesses.
  - h) Pawn shops.
  - i) No structures may be built in the FEMA 100-year floodplain.
  - j) No mining or quarrying of rock, limestone, caliche or other surface materials except as may be used solely on Tract 1 or Tract 2.
  - k) No commercial activities which would attract numerous daily customers or invitees by vehicle, provided, however, that agricultural activities, grazing, hunting, bed and breakfast operations, vacation rentals, special purpose events and other rentals or home offices are expressly allowed.
3. Restriction as to Subdivision. Both Tract 1 and Tract 2 shall each only be subdivided into no more than four (4) separate tracts or parcels with each parcel containing at least fifty (50) acres. For clarity sake, Tract 1 may divided into four (4) separate parcels with a minimum of fifty (50) acres for each parcel and, likewise, for Tract 2.

## **Article 2. Enforcement**

A. Enforcing Authorities. Enforcement of the Restrictions of this Declaration may be by any present or future owner of all or any portion of the Benefited Property or by their respective successors and assigns, whether acting singly or in concert.

B. Remedies. Enforcement of the Restrictions of this Declaration may be by a proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate or breach the Restrictions, whether the relief sought is an injunction, the recovery of damages, equitable or legal, or otherwise.

C. Non-Waiver. Any failure or delay in enforcing any Restrictions set forth herein shall in no event be deemed to be a waiver of the right to do so or to seek damages or other relief thereafter. The Restrictions shall not be waived or rendered unenforceable by reason of any lack of enforcement by any Enforcing Authority.

D. No Affirmative Obligation to Enforce. Any failure of any person to enforce these Restrictions shall in no event be deemed or construed to impose liability of any nature on any Enforcing Authorities, none of whom has an affirmative duty to police, control or enforce such Restrictions for the benefit of any third party.

## **Article 3. Miscellaneous Provisions**

A. Severability. The invalidation of any of the Restrictions or covenants herein contained shall in no event affect any of the other Restrictions or covenants contained herein or be deemed a waiver of the right to enforce the same or any other restriction or covenant thereafter.

B. Constructive Notice and Acceptance. Every person who, now or hereafter, occupies, owns or acquires any right, title, or interest in or to any portion of the Tract 1 and Tract 2, whether as an owner, tenant, or occupant in any right or capacity, is and shall be conclusively deemed to have consented and agreed to the Restrictions herein contained, whether or not any reference to this Declaration shall be contained in the instrument by which such party acquires an interest in such portion of the Tract 1 and Tract 2.

C. Titles. The titles, headings, and captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.

D. Term. This Declaration, and all of its terms, provisions, covenants, conditions, and restrictions, shall run with the Tract 1 and Tract 2 and be binding upon all future owners, tenants, and/or occupants of all or any portion of the Tract 1 and Tract 2, and their respective heirs, legal representatives, successors, and assigns.

E. Exhibits. All documents referred to herein and all documents attached hereto are incorporated herein for all purposes.

F. Interpretation. If any punctuation, word, clause or provision necessary to give effect to any other word, clause or provision hereof has been omitted, then it is understood that such omission was unintentional and the omission may be supplied by inference.

G. Attorney's Fees. If any Enforcing Authority incurs expenses of any kind, including attorneys' fees, to enforce this Declaration, and shall prevail in such enforcement, the Enforcing Authority is entitled to recover such expenses from the person(s) against whom enforcement actions were taken.

H. Authority. The person signing this Declaration has full authority to enter into and sign this Declaration on behalf of Declarant and bind Declarant to the terms hereof.

I. Enforcement. This Declaration may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance with the rights granted herein and the terms and provisions hereof. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies available at law or in equity.

**DECLARANT:**

\_\_\_\_\_  
Consuelo Gloria Ferguson,  
Individually and as Trustee for the Ferguson Family Trust

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Consuelo Gloria Ferguson, individually and as Trustee for the Ferguson Family Trust for an on behalf of said trust.

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

\_\_\_\_\_  
Charles Warren Ferguson,  
Individually and as Trustee for the Charles Warren Ferguson Lifetime Trust

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Charles Warren Ferguson, individually and as Trustee for the Charles Warren Ferguson Lifetime Trust for an on behalf of said trust.

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

\_\_\_\_\_  
Deena Ferguson Jenkins,  
Trustee of the Deena Ferguson Jenkins Trust

STATE OF TEXAS           §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Deena Ferguson Jenkins, individually and as Trustee for the Deena Ferguson Jenkins Trust for an on behalf of said trust.

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



\_\_\_\_\_  
Theodore Roy Martin,  
Trustee of the Theodore Roy Martin Trust

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Theodore Roy Martin, individually and as Trustee for the Theodore Roy Martin Trust for an on behalf of said trust.

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief - Pfeiffer Revocable Trust - Cindy Pfeiffer
<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 Chapter 2 of the Kendall County Development Rules and Regulations. The proposed division would create five tracts with the minimum lot size of 29 acres. Access to the proposed tracts would be off a 35' wide easement for roadway purposes to FM 474. Cindy Pfeiffer, Pfeiffer Revocable Trust – Owner
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - Pfeiffer Revocable Trust - Cindy Pfeiffer
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	Easement will need to be named for 911 addressing purposes.

RECEIVED  
NOV 17 2022  
DEVELOPMENT

**REQUEST FOR RELIEF (Variance)**

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

1. Date: November 16, 2022
2. Location of Property: FM 474 NORTH OF BOERNE
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: PFEIFFER REVOCABLE TRUST – CINDY PFEIFFER
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage – Section No. 300.1100  
For 3 of the 5 tracts
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.  
  
This property is being conveyed to five children
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
There is minimal road frontage on the subject tract
  - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.  
  
Not to my knowledge
  - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.  
  
Not to my knowledge

  
Cindy Pfeiffer

# LOCATION MAP

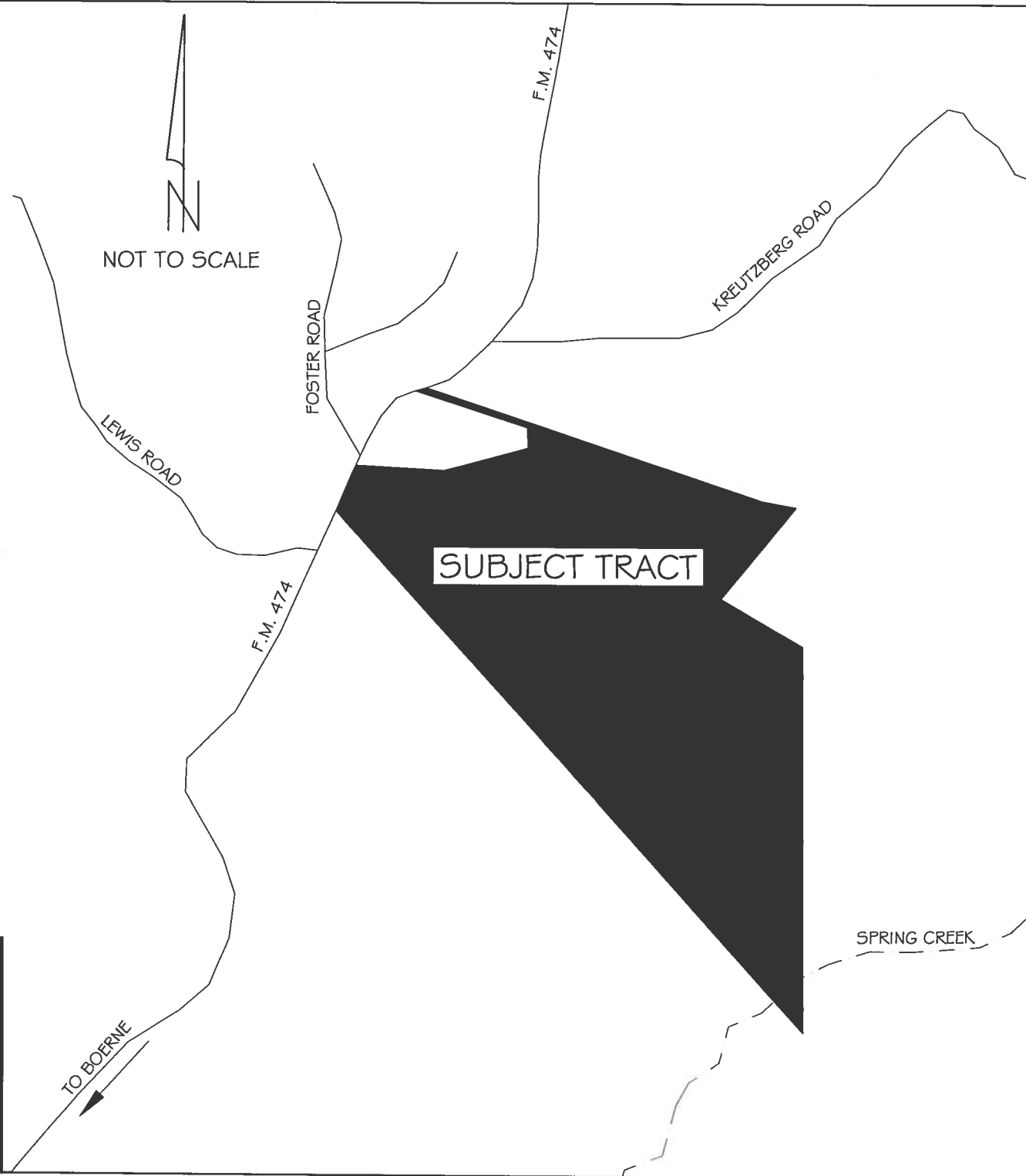
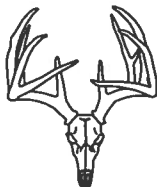
PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761



± 50 FRONTAGE  
F.M. 474

35' WIDE FEE SIMPLE STRIP

± 420 FRONTAGE  
F.M. 474



NOT TO SCALE

168.72 ACRES TOTAL

EXISTING 168.72 ACRE TRACT

PFEIFFER LAND SURVEYING

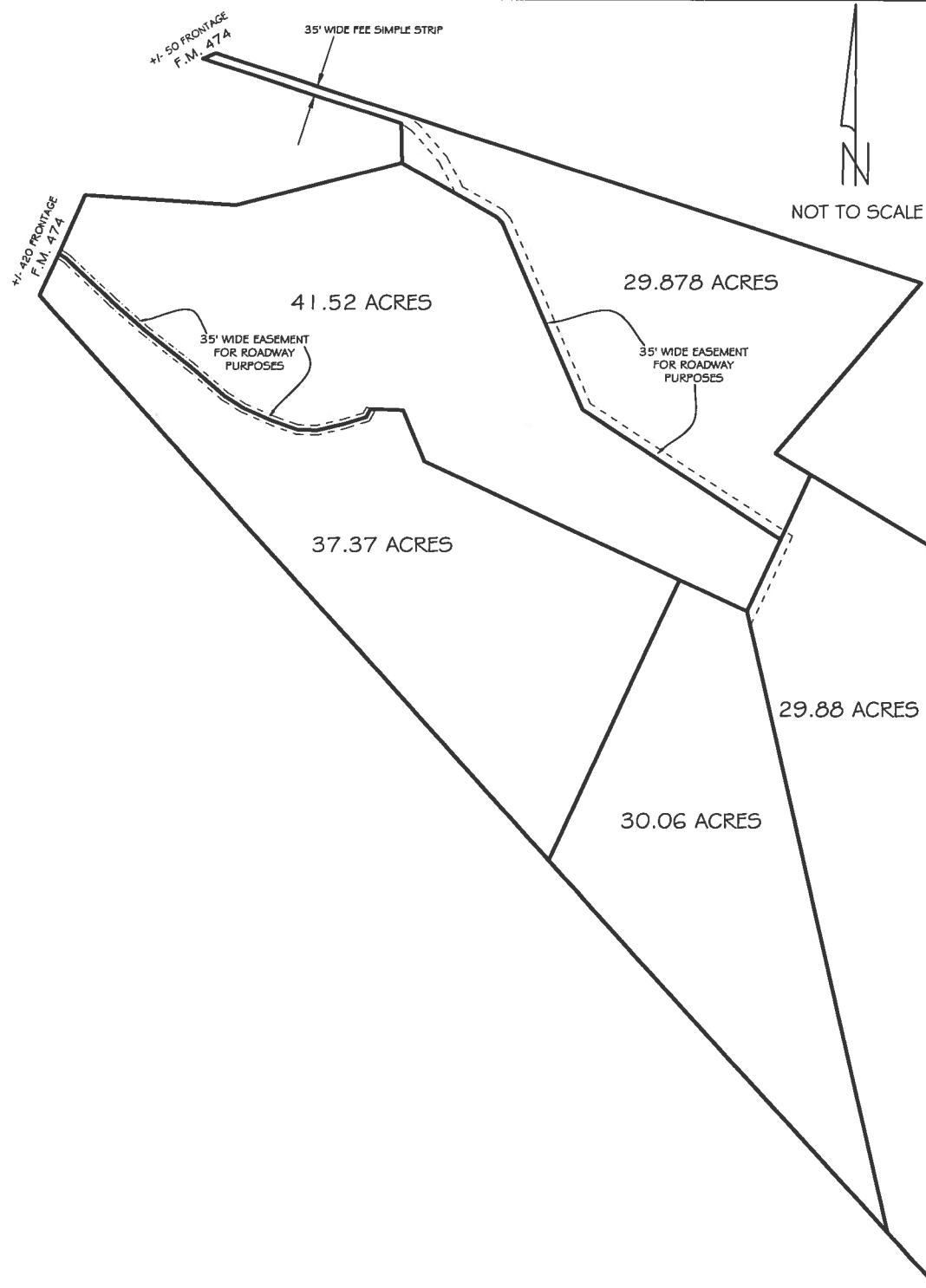
918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





## PROPOSED DIVISION

PFEIFFER LAND SURVEYING

918 ADLER STREET

BOERNE, TX 78006

830-249-3385

FIRM NO. 10193761





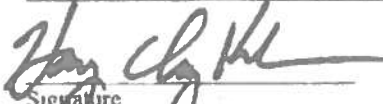

## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief - 1139 FM 3351
<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 minimum road frontage and lot size requirements for a one lot subdivision. The property is served by individual well and septic. Harry Clay Kuhn - Owner
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - 1139 FM 3351
<b>WHO WILL THIS AFFECT?</b>	Precinct 3
<b>ADDITIONAL INFORMATION</b>	Property is an existing developed tract with well and septic.

**REQUEST FOR RELIEF (Variance)**

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

1. Date 12-07-2022
2. Location of Property: 1139 FM 3351, Kendalia, Texas, 78027
3. Name of Development (If Applicable): LOTS 10-15, BLOCK 13, AND A PORTION OF MARTIN STREET AND KENDALL AVENUE, TOWN OF KENDALIA, RECORDED IN VOLUME 7 PAGE 52, DEED RECORDS KENDALL COUNTY, TEXAS AND ALSO THOSE CERTAIN TRACTS CONVEYED TO HARRY CLAY KUHN BY DEED RECORDED IN VOLUME 947, PAGES 871-877, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
4. Property Owner/Developer Name: HARRY CLAY KUHN
5. Relief Requested Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
301.1150 - Minimum lot size, road frontage, density and building setbacks
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.  
  
PROPERTY HAS AN EXISTING HOUSE, WATER WELL AND SEPTIC SYSTEM
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
PROPERTY IS VIEWED AS MULTIPLE NONCOMPLIANT LOTS AND TRACTS. APPROVING THIS VARIANCE WILL CREATE ONE LOT THAT WILL BE CONSIDERED COMPLIANT BY KENDALL COUNTY.
  - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.  
  
NO, NOT TO MY KNOWLEDGE
  - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.  
  
NO, NOT TO MY KNOWLEDGE

  
Signature  
  
Print name

Phone Number  
December 7, 2022  
Date





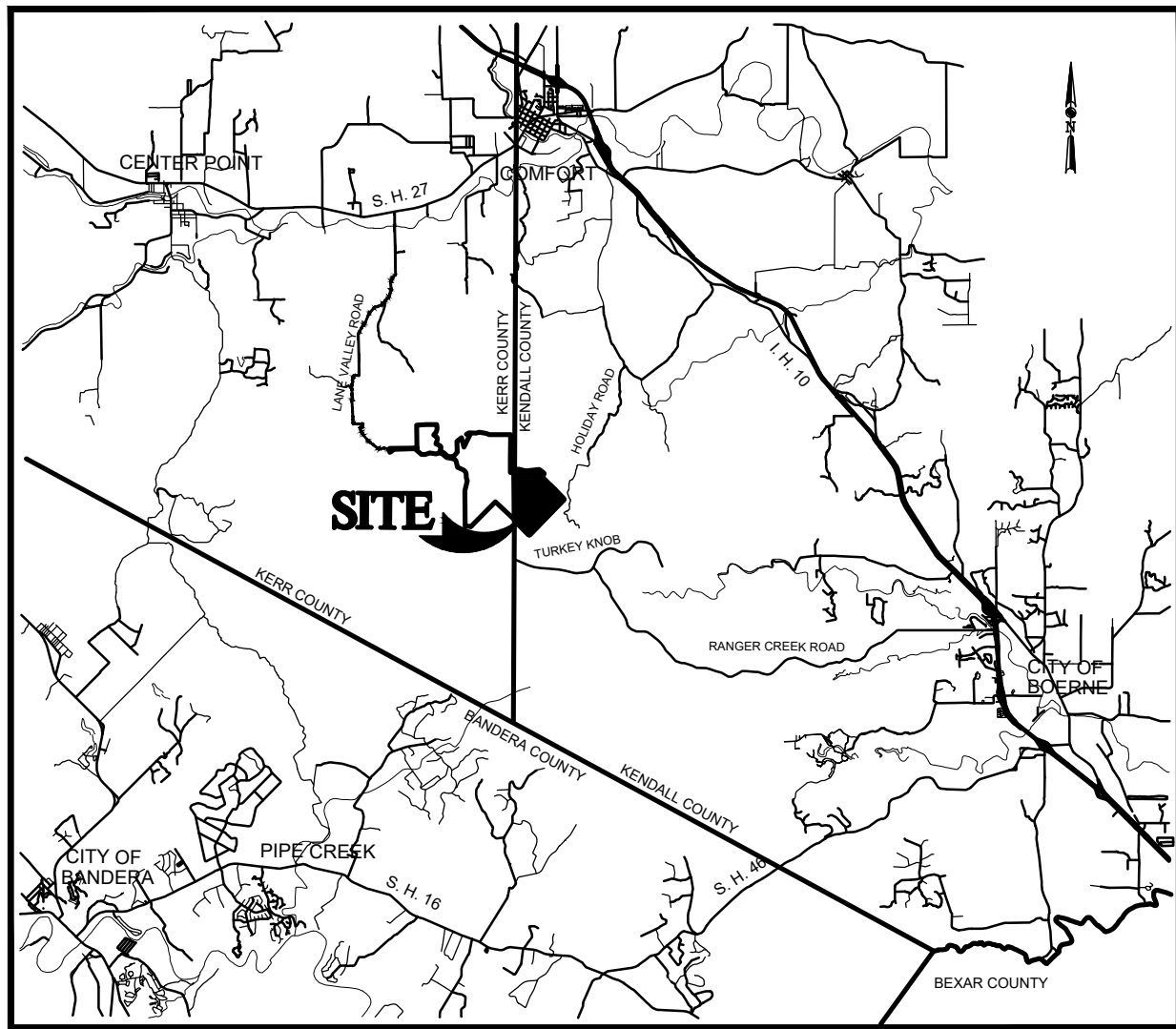


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Preliminary Plat Coltam Ridge Subdivision - Kendall County Portion
<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 the Preliminary Plat of Coltam Ridge Subdivision, in accordance to Sections 202 and 203 of the 2010 Kendall County Development Rules and Regulations. The proposed subdivision consists of approximately 541 acres in Kendall County split between Lot 5 and Lot 6. The proposed subdivision will be served by private well and OSSF. No roads in Kendall County are proposed. Access to Lots 5 and 6 will be through Lane Valley Rd in Kerr County (Teton JT, LLC) / Don Durden, Commissioner Precinct 4
<b>REASON FOR AGENDA ITEM</b>	Preliminary Plat Coltam Ridge Subdivision - Kendall County Portion
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	Coltam Ridge Subdivision is a proposed subdivision in Kerr County. Two lots (lots 5 and 6) extend into Kendall County and are covered by this plat.





VICINITY MAP  
1000' SCALE

OWNER'S ACKNOWLEDGEMENT

STATE OF TEXAS (X)

COUNTY OF KENDALL (X)

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATED TO THE COUNTY, FOR THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, IN ALL AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

THE OWNER HAS WRITTEN CONSENT OF ALL LEIN HOLDERS, AND CERTIFIES THAT ALL ROADS, DRAINAGE STRUCTURES AND OTHER ITEMS CONSTRUCTED HAVE BEEN BUILT IN ACCORDANCE WITH ALL ENGINEERED DATA SUBMITTED AND PURSUANT TO THE STANDARDS SET FORTH IN THE COUNTY SUBDIVISION RULES & REGULATIONS.

MR. TODD FRY  
TETON JT, LLC,  
1180 BREEZE WAY  
BOERNE, TEXAS 78006  
517-206-2183

BY: \_\_\_\_\_  
OWNER SIGNATURE

DATE

STATE OF TEXAS (X)

COUNTY OF KENDALL (X)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, 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 \_\_\_\_\_, 2022 A.D.

NOTARY PUBLIC  
KENDALL COUNTY, TEXAS

SURVEYOR'S CERTIFICATE:

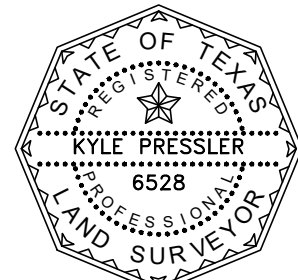
STATE OF TEXAS (X)

COUNTY OF KENDALL (X)

I DO HEREBY CERTIFY:

THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPERTY DESCRIBED AND PLATTED HERON AS DETERMINED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION;

THE SUBDIVISION PLATTED HEREON IS WITHIN THE 100 YEAR FLOOD PLAIN, FLOOD ZONE A ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480419 PANEL NUMBER 48259C0375G DATED 5/15/2020, FOR KENDALL COUNTY, TEXAS.



KYLE PRESSLER REGISTERED PROFESSIONAL LAND SURVEYOR #6528

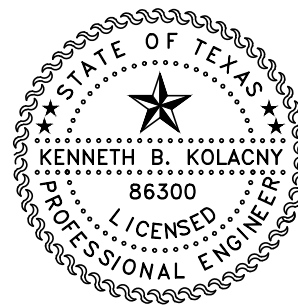
ENGINEER'S CERTIFICATE:

STATE OF TEXAS (X)

COUNTY OF KENDALL (X)

I DO HEREBY CERTIFY:

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT OF KENDALL COUNTY.



KEN B. KOLACNY, P.E. LICENSED PROFESSIONAL ENGINEER #86300

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

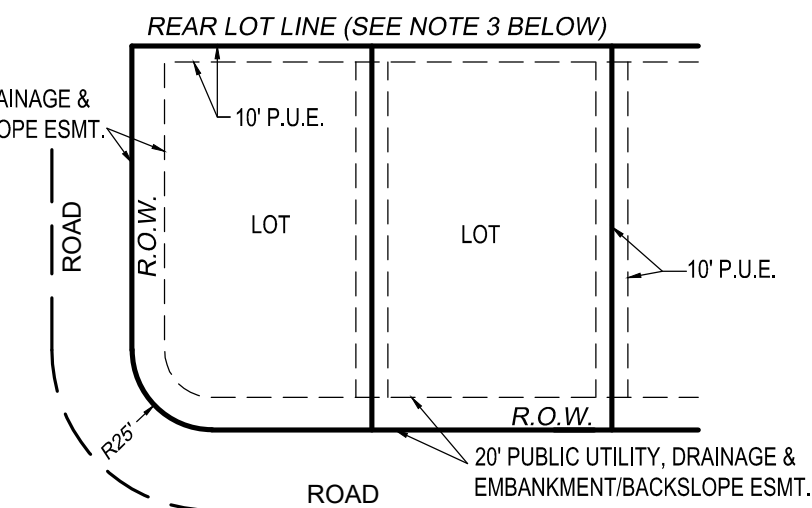
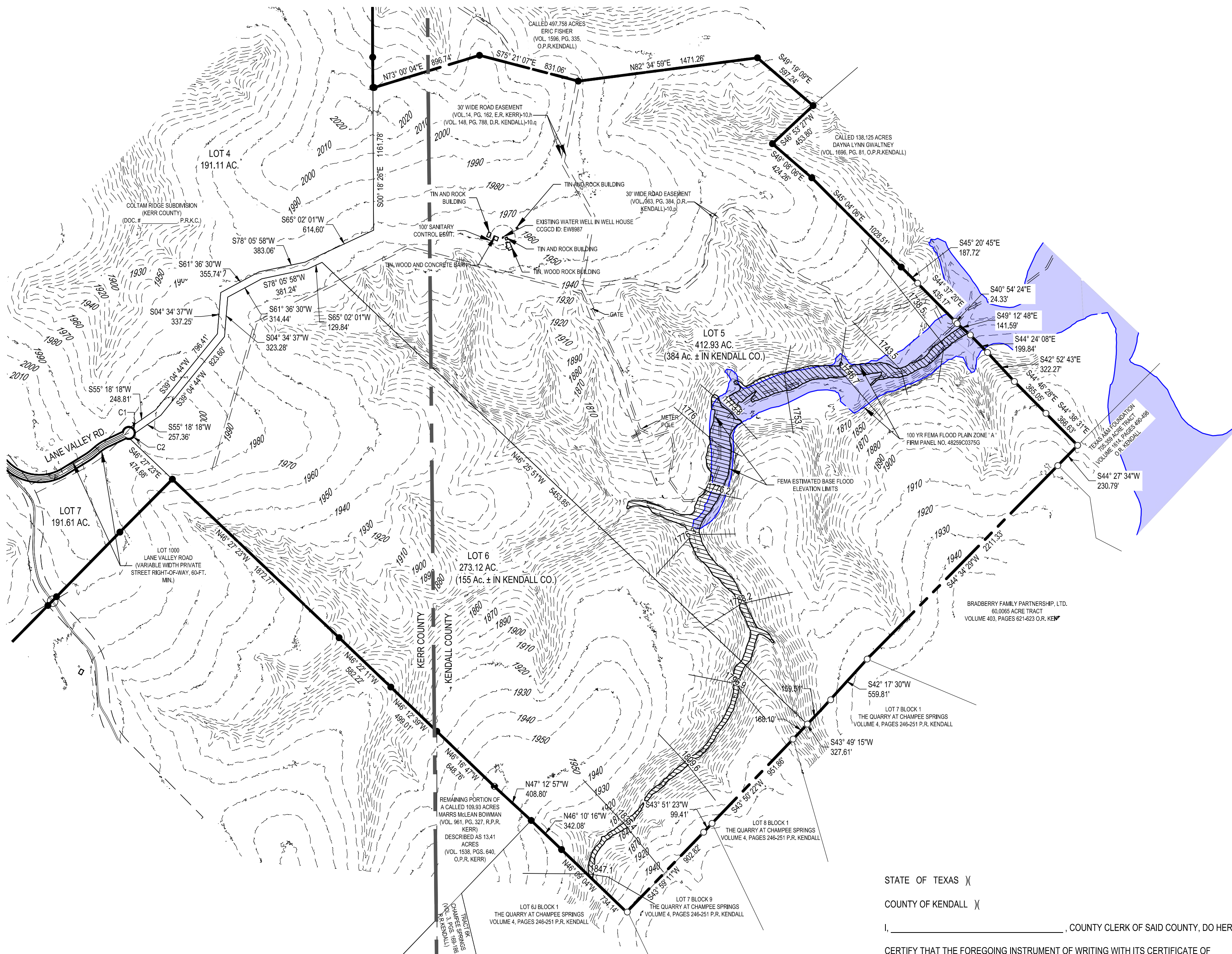
ENGINEER

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

## A PRELIMINARY PLAT ESTABLISHING COLTAM RIDGE SUBDIVISION - KENDALL COUNTY PORTIONS OF LOTS 5 AND 6

BEING OUT OF A 1,830.9 ACRE TRACT OF LAND, SAID 1830.9 ACRES BEING LOCATED IN THE Z.H. BURLESON SURVEY NO.1328, ABSTRACT 1776, THE W. FELLBAUM SURVEY NO. 1316, ABSTRACT NO. 1370, THE A. BIERMAN SURVEY NO. 2, ABSTRACT 1775, THE H.E. & W.T.R.R. SURVEY NO. 217, ABSTRACT 892, THE J. BURLEAGE SURVEY NO. 1332, ABSTRACT 849, THE C. CRAVEY SURVEY NO. 890, ABSTRACT 1400, AND THE C.H. CRAVEY SURVEY NO. 218, ABSTRACT 1825, ALL OF KERR COUNTY, TEXAS, AND THE C. CRAVEY SURVEY NO. 890, ABSTRACT 991, THE C.H. CRAVEY SURVEY NO. 1092, ABSTRACT 1205, AND THE H.E. & W.T.R.R. SURVEY NO. 217, ABSTRACT 875, OF KENDALL COUNTY, TEXAS, AND BEING ALL OF A CALLED 1453.5 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 22-04096, ALL OF A CALLED 149.8 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 22-04097, ALL OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND ALL OF A CALLED 227.67 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2022-369999, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. 541 ACRES, MORE OR LESS, OF THE 1,830.9 ACRES BEING LOCATED IN KENDALL COUNTY, TEXAS.

NUMBER OF RESIDENTIAL LOTS : 7 (2 IN KENDALL COUNTY)  
TOTAL ACREAGE : 1830.9 Ac. (541 ACRES IN KENDALL COUNTY)  
AVERAGE DENSITY : 261.04 Ac./LOT



NOTES:  
1. TYPICAL EASEMENTS APPLY TO ALL LOTS EXCEPT WHERE NOTED OTHERWISE.  
2. THE ELEVATION OF THE LOWEST FLOOR SHALL BE AT LEAST 10 INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE STRUCTURE. PROPERTIES ADJACENT TO THE STORMWATER CONVEYANCE STRUCTURES MUST HAVE FLOOR SLAB ELEVATION OR BOTTOM OF FLOOR JOISTS A MINIMUM OF ONE FOOT ABOVE THE 100-YEAR WATER LEVEL ELEVATION IN THE STRUCTURE. DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE PROPERLY SIZED CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE STRUCTURE.  
3. A 20' PUBLIC UTILITY EASEMENT IS HEREBY ESTABLISHED ALONG THE REAR LOT LINES OF ALL LOTS BORDERING THE PERIMETER OF THE SUBDIVISION.

REFER TO THE COUNTY SUBDIVISION REGULATIONS AND DEED RESTRICTIONS FOR TYPICAL BUILDING SETBACKS.

### TYPICAL LOT LAYOUT NOT-TO-SCALE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	50.00'	64.35'	73°44'23"	S34° 41' 42"E	60.00'
C2	50.00'	65.26'	74°46'41"	S39° 33' 50"W	60.72'

THIS PLAT OF COLTAM RIDGE SUBDIVISION - KENDALL COUNTY PORTIONS OF LOTS 5 & 6 HAS BEEN SUBMITTED AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SAID COURT.

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

BY:

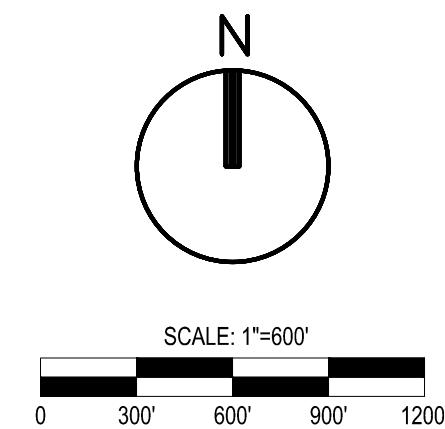
COUNTY JUDGE  
KENDALL COUNTY, TEXAS

COMMISSIONER, PRECINCT # 1

COMMISSIONER, PRECINCT # 2

COMMISSIONER, PRECINCT # 3

COMMISSIONER, PRECINCT # 4



### LEGEND

- SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER
- ⊕ ENG. & SURVEY" PLASTIC CAP
- ⊗ ELECTRIC METER
- ⊗ UTILITY POLE
- ⊗ UTILITY POLE WITH GUY WIRE
- FND. 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ⊗ FND. 6/8" NAIL
- ⊗ FND. METAL PIPE
- ⊗ FND. FENCE POST
- ⊗ FND. COTTON SPINDLE
- ⊗ FND. NAIL
- ⊗ TELEPHONE BOX
- ⊗ ELECTRIC METER
- OHUx — GENERAL OVERHEAD UTILITY
- X — WIRE FENCE
- OELx — ELECTRIC (OVERHEAD)
- OTx — TELEPHONE (OVERHEAD)
- — — — — PROPERTY BOUNDARY
- — — — — EXISTING 5' CONTOURS
- — — — — FEMA ESTIMATED BASE FLOOD ELEVATION

### NOTES:

- VERTICAL DATUM IS BASED ON NAVD 88.
- BEARINGS AND DISTANCES SHOWN HEREON ARE EITHER NEWLY CREATED OR BEAR NO SIGNIFICANT DIFFERENCES FROM THE RECORD CALLS FOR THEIR RESPECTIVE LINES.
- BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE COUNTY SUBDIVISION RULES & REGULATIONS. A TEN (10) FOOT BUILDING SETBACK IS HEREBY ESTABLISHED ON ALL SIDE AND REAR LOT LINES WITHIN THE KENDALL COUNTY PORTION OF THIS PLAT.
- ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
- WATER SERVICE ON THIS PROPERTY WILL BE PROVIDED BY INDIVIDUAL PRIVATE WATER WELLS CONSTRUCTED ON EACH LOT BY THE OWNER THEREOF MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT. THE HEADWATERS GROUNDWATER CONSERVATION DISTRICT AND TCEQ AS APPLICABLE. WELLS SHALL HAVE A 100 FOOT RADIUS SANITARY CONTROL EASEMENT UNLESS A SMALLER EASEMENT IS PERMITTED BY THE GOVERNING GROUNDWATER DISTRICT.
- THIS PROPERTY WILL BE SERVED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSF) CONSTRUCTED ON EACH LOT BY THE LOT OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY, KERR COUNTY, AND TCEQ AS APPLICABLE.
- THE ELECTRIC SERVICE PROVIDER TO THIS PROPERTY IS BANDERA ELECTRIC COOPERATIVE (BEC).
- THE COMMUNICATIONS SERVICE PROVIDERS TO THIS PROPERTY ARE BEC AND GUADALUPE VALLEY TELEPHONE COOPERATIVE (GVTC).
- COMMERCIAL WASTE SERVICE IS AVAILABLE TO THE SUBDIVISION BY PRIVATE COMPANIES SERVING THIS AREA.
- THIS PROPERTY IS WITHIN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
- PRIOR TO CONSTRUCTION ON ANY LOT THE OWNER OF SAID LOT SHALL CONTACT THE COUNTY OSSF DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSF REGULATIONS ADOPTED BY COUNTY. INDIVIDUAL OSSF SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 285 OSSF RULES.
- THIS PROPERTY IS PARTIALLY LOCATED IN FEMA FLOOD ZONE "A" ACCORDING TO FLOOD INSURANCE RATE MAP #48259C0375G DATED MAY 15, 2020, AND MAP #48259C0375G DATED MAY 15, 2020. ESTIMATED BASE FLOOD ELEVATIONS (ESTBFE) AND APPROXIMATE FLOOD DEPTHS FOR AREAS WITHIN FLOOD HAZARD AREAS MAY BE OBTAINED FROM FEMA'S ESTBFE VIEWER WEBSITE AT [HTTPS://WEBAPPS.USGS.GOV/INFRMS/BFE/](https://webapps.usgs.gov/infrms/bf/).
- ENCROACHMENTS ARE PROHIBITED WITHIN THE FLOODPLAIN, INCLUDING FILL, NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS, AND OTHER DEVELOPMENTS, UNLESS CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER IS PROVIDED DEMONSTRATING THAT ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING OCCURRENCE OF BASE FLOOD DISCHARGE AND SHALL BE IN COMPLIANCE TO THE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE AND APPROVED BY THE COUNTY.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE PROPERTY WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. THE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
- IT IS UNDERSTOOD AND AGREED THAT PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT, AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, LANES, AND ROADS OF THIS SUBDIVISION, AND TEN (10) FEET ALONG THE OUTER BOUNDARIES OF ALL STREETS, ALLEYS, BOULEVARDS, LANES AND ROADS WHERE SUBDIVISION LINES OR LOTS OF INDIVIDUAL TRACTS ARE DEEDED TO THE CENTER LINE OF THE ROADWAY. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE FACILITIES FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT OF INGRESS TO AND EGRESS FROM THE RIGHT-OF-WAY AND EASEMENT, THE RIGHT TO CLEAR THE EASEMENT AREA AND TO KEEP IT CLEAR OF ALL BRUSH, TREES, STRUCTURES, AND OTHER OBSTRUCTIONS, INCLUDING THE RIGHT TO CUT ALL WEAK, LEANING, OR DANGEROUS TREES LOCATED OUTSIDE THE EASEMENT AREA WHICH ARE TALL ENOUGH TO STRIKE THE ELECTRIC FACILITIES IN FALLING. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF CLEARING A RIGHT-OF-WAY FOR AND ANCHORING OF ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. UTILITIES SHALL HAVE THE RIGHT TO INSTALL AND MAINTAIN LOCKS IN GATES AS NECESSARY OR APPROPRIATE FOR THE RIGHT OF INGRESS TO AND EGRESS FROM THE EASEMENT AREA. THE FOREGOING NOTWITHSTANDING, THE UTILITY MAY RELOCATE ITS FACILITIES AND RIGHT-OF-WAY OVER THE PREMISES TO CONFORM TO ANY FUTURE HIGHWAY OR STREET RELOCATION, WIDENING, OR IMPROVEMENT.
- TETON JT, LLC., BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT THE COUNTY SHALL HAVE NO OBLIGATIONS WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN IN THIS SUBDIVISION UNTIL AND UNLESS TETON JT, LLC AND/OR THE COLTAM RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY THE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD. TETON JT, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE COLTAM RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.
- ACCESS TO THE LOTS WITHIN THIS SUBDIVISION IS PROVIDED BY LANE VALLEY ROAD IN KERR COUNTY.

STATE OF TEXAS (X)

COUNTY OF KENDALL (X)

I, \_\_\_\_\_, COUNTY CLERK OF SAID COUNTY, DO HEREBY

CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION

WAS FILED FOR RECORD IN MY OFFICE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

AT \_\_\_\_\_ M., IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK

VOLUME \_\_\_\_\_, ON PAGE \_\_\_\_\_, IN TESTIMONY WHEREOF, WITNESS BY HAND AND

SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

COUNTY OFFICIAL RECORDS, IN TESTIMONY WHERE OF, WITNESS BY HAND AND OFFICIAL SEAL

OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

COUNTY CLERK, KENDALL COUNTY, TEXAS

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

### OWNER/DEVELOPER:

TETON JT, LLC,  
C/O MR. TODD FRY  
1180 BREEZE WAY  
BOERNE, TEXAS 78006  
517-206-2183 OFFICE  
TODD@FRYCOMPANIES.COM

### AGENT/PREPARER:

KEN KOLACNY P.E.  
MATKIN-HOOVER  
ENGINEERING & SURVEYING  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFF: (830) 249-0900  
FAX: (830) 249-0999  
KKOLACNY@MATKINHOOVER.COM



DATE: AUGUST 2022

JOB NO. 322501

SHEET 1 OF 1





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 12/12/2022</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Resolution-Waring Welfare Bridge Replacement
<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 a resolution for an equivalent match project with the Texas Department of Transportation for the replacement of an off system bridge located at Waring Welfare Road and Big Joshua Creek.
<b>REASON FOR AGENDA ITEM</b>	Resolution
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	Revised resolution is required due to escalation in TxDOT construction cost estimate to replace bridge.

## RESOLUTION

The State of Texas  
County of **Kendall**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, (**Kendall County**), hereinafter referred to as the Local Government owns bridges:

Located at **Waring-Welfare Road at the Joshua Creek**, National Bridge Inventory (NBI) Structure Number **15130AA0116001**, State Control-Section-Job (CSJ) Number **0915-11-037**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116292**. Dated, **August 30, 2022**, **Control-Section-Job (CSJ) Number 0915-11-037**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is **\$71,844.50** (PWP dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED (EMP) COST
<b>Sisterdale_Lindendale Rd. Kendall County NBI: N/A Coordinates: 29°59'49.82"N 98°43'15.55"W</b>	<b>No</b>	<b>Replace failing box culvert with arch pipe and headwalls</b>	<b>\$72,000.00</b>

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The **County Judge, Darrel L. Lux** is authorized to execute the agreement on behalf of the Local Government.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved: \_\_\_\_\_

**Darrel L. Lux**

Kendall County Judge

Date: \_\_\_\_\_



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Amended interlocal agreement for regulation of plats, subdivision construction plans, subdivision of land, and other statutes applicable to municipalities and counties that will be enforced within the ETJ of Boerne
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Durden, Commissioner Precinct 4 Richard Tobolka, County Engineer Mary Ellen Schulle, Assistant County Engineer
<b>PHONE # OR EXTENSION #</b>	210-414-9099
<b>TIME NEEDED FOR PRESENTATION</b>	15 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and possible action on the adoption of the amended interlocal agreement for regulation of plats, subdivision construction plans, subdivision of land, and other statutes applicable to municipalities and counties that will be enforced within the ETJ of Boerne
<b>REASON FOR AGENDA ITEM</b>	This item was introduced at the Commissioners Court of October 11, 2022, but no action was taken. The agreement has been updated to reflect comments received and to make it easier for the public to interpret.
<b>WHO WILL THIS AFFECT?</b>	Kendall County Landowners in the ETJ
<b>ADDITIONAL INFORMATION</b>	None

**AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF PLATS,  
SUBDIVISION CONSTRUCTION PLANS, SUBDIVISION OF LAND, AND  
OTHER STATUTES APPLICABLE TO MUNICIPALITIES AND COUNTIES  
THAT WILL BE ENFORCED WITHIN THE ETJ OF BOERNE**

This City-County Amended Interlocal Agreement ("Agreement") for regulation of plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the Extraterritorial Jurisdiction of the City of Boerne is entered into by and between the City of Boerne, a home-rule municipality situated within Kendall County, Texas, hereinafter referred to as "CITY" and Kendall County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," acting pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 242.

**WITNESSETH:**

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

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

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

**WHEREAS**, pursuant to Section 242.001(d) (4) of the Texas Local Government Code, the CITY and the COUNTY desire to enter into this Amended Interlocal Agreement establishing consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by

- Chapter 212 (Municipal Regulation of Subdivisions and Property Development), Sections 232.001-232.005, Subchapters B and C,
- Chapter 232 (County Regulation of Subdivisions), and

other statutes applicable to municipalities and counties that will be enforced in the extraterritorial jurisdiction.



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

## **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority, responsibilities, costs and the manner and method of administering the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the ETJ of CITY. The CITY and COUNTY certify that this Interlocal is in compliance with Texas Local Government Code chapter 242.

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

2.1. The ETJ of CITY may fluctuate during the term of this Agreement as a result of City Council action. CITY shall notify COUNTY in writing within 30 calendar days of any and all City Council action that results in changes to the ETJ during the term of this Agreement. A change in the area covered by this Agreement shall not affect any rights accrued under Chapter 245 (Issuance of Local Permits). The approval of a plat, any permit, a plat application, or an application for a related permit remains effective as provided by Chapter 245 (Issuance of Local Permits) regardless of the change in designation as extraterritorial jurisdiction of the municipality.

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

## **ARTICLE III TERM**

The initial term of this Agreement shall be from \_\_\_\_\_, 202\_\_ to \_\_\_\_\_, 202\_\_. Thereafter, the Parties shall renew the Agreement on an annual basis beginning \_\_\_\_\_, 202\_\_. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement or of its desire to amend the agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the then current term.

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

The parties agree that the CITY shall be granted exclusive authority to administer the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY in accordance with Chapter 212 of the Texas Local Government Code, its adopted rules, regulations, ordinances and procedures, unless the plat, subdivision construction plans, or subdivisions of land are exempted from City authority pursuant to Section 4.1, below

*4.1 Exemptions from City Platting Authority.* A plat or subdivision of a parcel in the CITY'S ETJ is exempt from City platting authority if it is not affected by the City or County Thoroughfare Plan and it involves any of the following:

- a. the development of a parcel of land of less than five (5) acres that was created prior to May 17, 2005 and is being used for single family residential and/or agricultural use (to include accessory structures to support the use), and impervious cover of the property does not exceed 25%, or
- b. the division of land for single family residential and/or agricultural use, into parts greater than six (6) acres where each part has access to a public road or private road built to public standards and no public improvement is required to be dedicated, or
- c. the development of legally platted land (i.e., land having final plat approval and having a recorded or recordable final plat) and for which no re-subdivision is sought, or
- d. the sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision or alteration is occurring, or
- e. existing cemeteries complying with state and local laws and regulations, or
- f. the division of land created by a court of competent jurisdiction, or
- g. development of land for commercial use constituting a single tract, lot, site, or parcel served solely by well and on-site sewage facility (OSSF) which was filed of record on or before May 17, 2005 (excluding multi-family or multi-unit), or

h. involves the expanding, remodeling, replacing, demolishing, reconstructing or removing an existing single-family structure or accessory building(s) where the impervious cover that will exist at the end of the activity is less than 25% of the area of the parcel.

Where a parcel of land in the CITY ETJ is exempt from CITY authority to administer its regulations related to plats, subdivision construction plans, and subdivisions of land pursuant to this Section 4.1a-h, COUNTY shall have exclusive authority to administer its regulations related to plats, subdivision construction plans, and subdivisions of land.

*4.2 Manufactured Housing and Recreational Vehicle (RV) Parks.* The Parties agree and understand that COUNTY shall have authority to regulate those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land for parcels involving Manufactured Housing and or Recreational Vehicle Parks and COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to Manufactured Housing and RV Parks located in the ETJ.

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

*4.4 Flood Plain Management.* As the Local Governmental Unit responsible for adopting regulations designed to minimize flood losses, COUNTY shall have authority to regulate those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land that are within the Area of Special Flood Hazard, as defined by Kendall County Order No. 11-14-2022, Flood Damage Prevention Court Order, provided however, that the regulations and criteria contained in the Flood Damage Protection Court Order shall be considered the minimum requirements, and CITY may impose its regulations in such areas to the extent they do not violate the Court Order.

For those activities within the ETJ related to plats, subdivision construction plans, and subdivisions of land that lie outside the Area of Special Flood Hazard, CITY shall have exclusive authority to adopt and enforce orders, rules, regulations, procedures and fees pertaining to storm drainage management, and unless exempted pursuant to Section 4.1.a-h, those activities shall comply with CITY regulation.

Those activities within the ETJ that are exempt pursuant to Section 4.1.a-h. shall comply with COUNTY regulations related to plats, subdivision construction plans, and subdivisions of land

*4.5 Outdoor Lighting.* The parties agree and understand that COUNTY shall have exclusive control over the regulation of Dark Sky review procedures inside the 5 mile Camp Bullis Dark Sky Zone. Outside the 5 mile Camp Bullis Dark Sky Zone, the COUNTY shall regulate lighting provided that the CITY may regulate higher standards in certain overlay districts in the ETJ.

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

## **ARTICLE V APPLICABLE PROCEDURES**

5.1. CITY shall act as the general public's point-of-contact for information concerning administration of the regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities and counties that will be enforced within the ETJ of CITY.

5.2. CITY shall collect platting application fees for and any other fees due for all applicable plats located in the ETJ. The COUNTY shall collect any fees due to COUNTY for any COUNTY review of documents related to platting, plat revisions or amendments as described by this agreement, any permits for development permits, flood plain development permits, on-site sewage facilities, or manufactured/RV housing.

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

5.4. CITY and COUNTY will consult through officers as designated in ARTICLE 10 herein concerning the locations of streets, roads, widths of rights-of-way for streets or roads, the designations of streets or roads as secondary, primary collectors or major thoroughfares, the locations, sizes and designs of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.

5.5. The CITY shall consider any requests for variances from its regulations related to plats, subdivision construction plans, and subdivisions of land located within the ETJ of CITY, as well as other statutes applicable to municipalities that are normally enforced within the ETJ of CITY, and CITY shall collaborate such requests for variances with the COUNTY prior to approving or denying such requests. The CITY shall not approve a variance where Kendall County authority is stated in this agreement.

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

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

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

## **ARTICLE VI COSTS AND EXPENSES**

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

## **ARTICLE VII TEXAS LAW TO APPLY**

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

## **ARTICLE VIII LEGAL CONSTRUCTION**

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

**ARTICLE IX  
AMENDMENTS**

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

**ARTICLE X  
LIAISONS AND NOTICES**

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

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

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

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

**CITY**

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

**COUNTY**

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

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

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.**

CITY OF BOERNE

KENDALL COUNTY

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Ben Thatcher  
City Manager

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Darrel L. Lux  
County Judge

Attest:

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Lori Carroll  
City Secretary

Attest:

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Darlene Herrin  
County Clerk



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Proposed Project Manager job description
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka Assistant County Engineer - Mary Ellen Schulle
<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 amending Project Manager job description to remove Engineer in Training certification under Licenses and Certifications.
<b>REASON FOR AGENDA ITEM</b>	Proposed Project Manager job description
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	The proposed Project Manager job description was approved by Commissioners Court during the FY 2023 budget process



## KENDALL COUNTY CLASS SPECIFICATION

### PROJECT MANAGER

**Department:** County Engineer  
**Report to:** Engineer  
**Date Approved:** 09/12/2022

**FLSA:** Exempt  
**Work Status:** Full-time  
**EEO Category:** Professional

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#### GENERAL SUMMARY

Under supervision of the County Engineer, the purpose of the position is to direct activities, operations, and programs related to the County Engineer's Office. Employees in this classification are responsible for planning, operations, construction, maintenance, safety, environmental compliance, floodplain management, on-site sewage facilitation, and developing local government codes.

#### ESSENTIAL FUNCTIONS

Provides engineering and management direction for planning, development, rules and regulations, national flood insurance program, floodplain management, on-site sewage facility, and 911 and rural addressing.

Represents the County at state and local levels concerning activities of the Engineer's Office.

Review and process subdivision/development plats working closely with applicants from beginning to the end of the process.

Discuss and provide guidance to developers, citizens, staff, etc. regarding subdivision and development regulations.

Prepares notification letters, documents, correspondence, and GIS maps.

Works with department staff to review site plans, plats, variance requests, development applications, lighting applications, etc. for conformity with Kendall County Development Rules and Regulations.

Conducts necessary research for projects including field work, photographic documentation, and other project related functions.

Assist with updates and maintenance of Kendall County Development Rules and Regulations.

## **EXPERIENCE AND TRAINING**

Bachelor of Science degree with five year's previous experience or training that includes, civil engineering design and construction projects, roadway design and construction, hydraulics and hydrology, real estate development, development management and operations. Bachelor of Science degree may be substituted with a minimum of ten years' previous experience or training that includes, civil engineering design and construction projects, roadway design and construction, hydraulics and hydrology, real estate development, development management and operations.

## **LICENSES AND CERTIFICATIONS**

Possess and maintain a valid Texas driver's license.

Possess or obtain within nine months of employment Floodplain Manager Certification.

## **KNOWLEDGE, SKILLS AND ABILITIES**

### **Knowledge of:**

- Engineering principles, practices and methods.
- Development code and local, state, and federal codes.
- Operate office equipment, including computer, copier, and facsimile machine in an effective and professional manner, including internet acquisition, and electronic communication.
- Must be familiar and able to use Microsoft Office Word, Excel and Power Point.
- Be familiar with and able to use engineering software such as ArcGIS, Global Mapper, Autocad, Microstation, HEC-RAS, HY-8, HEC-HMS, Win TR-55.
- Speak English

### **Ability to:**

- Utilize various advisory and design data and information such as budgets, reports, documents and files.
- Communicate verbally and in writing.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with the general public, departmental customers and various County personnel.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, and sit.

- Exert light physical work in an office environment in a mainly sedentary position.

### **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

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Set bond amount for County Surveyor
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on setting the bond amount for Wes Rexrode, County Surveyor.
<b>REASON FOR AGENDA ITEM</b>	Set bond amount
<b>WHO WILL THIS AFFECT?</b>	County Surveyor
<b>ADDITIONAL INFORMATION</b>	Fixed by the Commissioners Court - \$500 minimum, \$10,000 maximum. Nat. Res. Code 23.013

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000	Governor	District Judge	Gov't Code 43.002	'in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county.'
County Attorney	\$2,500	Governor	Commissioners Court	Gov't Code 45.001	'faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state.'
County Judge	\$1,000 - 10,000	County Treasurer	Commissioners Court	Gov't Code 26.001	'pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.'
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$600,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	'faithfully perform the duties of office.'
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$600,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	'faithfully perform the duties of office.'
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	'faithfully perform the duties of county auditor.'
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	'faithfully execute the duties of office.'
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	'faithfully perform the duties of the office.'
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	'faithfully perform the duties of the office.'
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ Code 17.49	'faithfully perform his duties.'
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	'faithfully perform the duties of the office.'
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	'faithfully perform the duties of the office.'
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$50,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	'faithfully perform the duties of office established by law, account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.'
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.22	'faithful performance of the person's duties as assessor-collector.'



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 12/12/2022**  
**OPEN SESSION**

<b>SUBJECT</b>	Repairs to County Property from Previous Hail Damage
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Chapman, Commissioner Pct. 3 Corinna Speer Auditor
<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 to proceed with repairs to County buildings that were damaged in a hailstorm.
<b>REASON FOR AGENDA ITEM</b>	Update the Court
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	The work is being done in phases. This is phase 1. Phase 2 will include additional buildings.