

COMMISSIONER	<b>COURT</b>	DATE:	1/25/2016

OPEN SESSION	j
--------------	---

	en e
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of Minutes for January 11, 2016.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



WHO WILL THIS AFFECT?

ADDITIONAL INFORMATION

### KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

OPEN SESSION			
SUBJECT	Service awards Janua	ry 2016	
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer		
PHONE # OR EXTENSION #	830-249-9343 ext 22	0	
TIME NEEDED FOR PRESENTATION	5 Minutes		
WORDING OF AGENDA ITEM	William Palmer Leon Brimhall Sheryl D'Spain Jennifer Harbuck	County Court at Law Judge JP 2 Treasurer Parks	15 Years 5 Years 5 Years 5 Years
REASON FOR AGENDA ITEM	Recognize County em	ployees for their service to the c	county
IS THERE DOCUMENTATION	No		

Countywide

None



<b>COMMISSIONER COURT</b>	DATE:	1/25/2016
OPEN SESSION		-

SUBJECT	Monthly Reports - Fee Offices
DEPARTMENT & PERSON MAKING	County Auditor's Office
REQUEST	Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of monthly reports for December 2015.
	2013.
REASON FOR AGENDA ITEM	To approve monthly reports from fee offices as required by law. To approve monthly reports from departments which collect money for services.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Departments who submit a monthly report to the County Auditor's Office.
ADDITIONAL INFORMATION	None

### FEES OF OFFICE REPORTS FY 2016

	OCT	NOA	DEC	JAN	FEB	MAR	<u>APR</u>	MAY	JUN	JUL	AUG	SEPT	<u>Total</u>
Animal Control	\$2,852.13	\$2,124.93	\$2,941.99										\$7,919.05
Brush Site	\$2,488.00	\$1,452.00											\$5,174.00
Constable 1	\$1,880.00	7 .,	7 1,20				<u> </u>				TOTAL SALE		\$1,880.00
Constable 2	\$260.00	\$0.00	\$0.00			· · · · · · · · · · · · · · · · · · ·							\$1,880.00
Constable 3	\$60.00	\$60.00											\$120.00
Constable 4		<del> </del>									- Land		Ψ120.00
County Attorney Fees	\$37.46	\$98.46	\$28.50										\$164.42
Elections-Public Info Fees	<u> </u>	\$40.00	<del></del>				·						\$105.00
Health Inspector	\$765.00	\$1,950.00	\$28,435.00										\$31,150.00
Parks	\$2,100.00	\$350.00	\$0.00										\$2,450.00
Recycling	\$1,204.96	\$0.00	\$1,203.37				····						\$2,408.33
Sheriff's Office	\$2,257.81	\$639.20	\$257.04								<del></del>		\$3,154.05
Solid Waste-Boerne	\$9,747.00	\$8,797.50	\$10,075.50							<del>-</del>	<del></del>		\$28,620.00
Solid Waste-Comfort	\$329.00	\$378.00	\$409.00				~						\$1,116.00
Treasurer	\$24.40	\$0.00	\$0.00										\$24.40
The following reports com	 tain fees tha	t are remitted	d to the State	of Texas:							-		
County Clk-Criminal	\$9,357.00	\$11,359.00	\$9,146.68										\$29,862.68
County Clk-Fees of Ofc.	\$43,459.85	\$37,916.83	\$38,749.14										\$120,125.82
County Clk-Prob Fees	\$2,378.31	\$2,345.69	\$2,268.00										\$6,992.00
Development Mgt.	\$6,581.00	\$10,375.00	\$4,930.00								113		\$21,886.00
District Clerk-Citations	\$0.00	\$0.00	\$0.00					-					\$0.00
District Clerk-Civil	\$14,722.64	\$10,201.33	\$10,919.49	İ									\$35,843.46
District Clerk-Criminal	\$6,534.52	\$4,583.64	\$2,173.31										\$13,291.47
JP 1	\$6,026.46	\$4,965.36	\$6,880.06										\$17,871.88
JP 2	\$4,686.07	\$5,075.98	\$3,425.08										\$13,187.13
JP 3	\$7,081.04	\$4,549.06	\$7,940.15										\$19,570.25
JP 4	\$21,903.51	\$18,398.03	\$17,345.35			and the second s							\$57,646.89
Tax Assessor	\$90,240.91											7	\$90,240.91
TOTAL	\$236,992.07	\$125,660.01	\$148,411.66										\$511,063.74
FY '15 Totals	\$468,644.01	\$182,343.14	\$108,645.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$759,632.18
for Comparison													



COMMISSIONER COURT DATE: 1/25/2016 OPEN SESSION

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



<b>COMMISSIONER COURT</b>	DATE:	1/25/2016
OPEN SESSION		

SUBJECT	Cash Summary October 2015
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discuss and approve cash summary for October 2015
REASON FOR AGENDA ITEM	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.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

### KENDALL COUNTY SUMMARY OF CASH BALANCES FOR THE MONTH ENDING October 31, 2015

Funds	Beg Balance	(i)	Receipts ncludes Journal Entries and Transfers In)		Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ (655,674.36)	\$	5,673,955.96	\$	4,220,459.69	\$ 797,821.91
11-Road & Bridge	\$ 1,225,382.70	\$	115,896.69	\$	922,795.73	\$ 418,483.66
12-EMS Donations	\$ 25,013.05	\$	1,603.00	\$	939.96	\$ 25,676.09
13-Courthouse Security	\$ 123,624.76	S	2,250.69	\$	109.89	\$ 125,765.56
14-Animal Facility Donations	\$ 14,156.14	\$	524.27	\$	860.40	\$ 13,820.01
15-Lateral Road & Bridge	\$ 129,335.80	\$	26,511.80	\$		\$ 155,847.60
16-Court Reporter Service	\$ 61,080.19	\$	690.00	\$	1,146.00	\$ 60,624.19
17-Attorney-Hot Check	\$ 21,860.45	\$	105.04	\$	150.50	\$ 21,814.99
18-911 Projects	\$ 	\$	**	\$	-	\$ <b>-</b>
19-Records Mgmt (County Clerk)	\$ 352,930.80	\$	9,618.00	\$	5,556.17	\$ 356,992.63
20-Law Library	\$ 14,856.44	\$	1,610.00	\$	1,841.48	\$ 14,624.96
21-Justice Court Technology	\$ 19,815.70	\$	1,267.18	\$	13,029.45	\$ 8,053.43
22-Justice Court Building Security	\$ 20,118.89	\$	314.73	\$	-	\$ 20,433.62
23-County & District Technology	\$ 7,891.62	\$	188.92	\$	-	\$ 8,080.54
24-Alternative Dispute Resolution	\$ 5,300.53	\$	755.00	\$		\$ 6,055,53
25-District Clerk Records Mgmt	\$ 64,361.57	\$	1,389.08	\$	4,500.00	\$ 61,250.65
26-County Clerk Rec. Archive Fund	\$ 143,699.62	\$	9,361.00	\$	<u> </u>	\$ 153,060.62
27-Vital Statistics Records	\$ 1,029.00	\$	69.00	.\$	pe <sup>-</sup>	\$ 1,098.00
28-Pre-Trial Intervention	\$ 8,767.00	\$	2,009.00	\$	ps	\$ 10,776.00
29-LEOSE Training	\$ 41,283.14	\$		\$		\$ 41,283.14
33-Juv Probation-State Grant	\$ (5,811.93)	\$	2,100.00	\$	33,725.78	\$ (37,437.71)
34-Juv Probation Title IV E	\$ 84,076.50	\$		\$	508.95	\$ 83,567.55
35-Juvenile Probation	\$ 119.50	\$	170.00	\$	14,184.20	\$ (13,894.70)
41-MVDIT Interest	\$ 787.12	\$	HP	\$	157.74	\$ 629.38
42-Election Services Contract Fund	\$ 19,840.46	\$	-	\$	<b>≠</b>	\$ 19,840.46
50-Crime Victims Grant	\$ (47,739.07)	\$	33,579.33	\$	21,830.30	\$ (35,990.04)
80-Tobacco Settlement	\$ 35,280.24	\$	···	\$		\$ 35,280.24
81-Historical Commission	\$ 12,283.38	\$	••	\$		\$ 12,283.38
84-Abandoned Vehicles	\$ 4,952.75	\$	PV	\$	4=	\$ 4,952.75
93-Texas State Fees	\$ 250,921.88	\$	52,976.84	\$	88,738.86	\$ 215,159.86

### SUMMARY OF CASH BALANCES FOR THE MONTH ENDING October 31, 2015

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers in)	<b>Disbursements</b> (includes Journal Entries and Transfers Out)	Ending Balance		
62-Series 2007 Lim. Tax Gen	\$ 3,868.17	\$ 59,736.85	\$ 3,800.00	\$ 59,805.02		
63-Series 2013 UnLimited Tax Road Bond	\$ 34,277.70	\$ 175,171.87	\$ 34,000.00	\$ 175,449.57		
64-Series 2014 Limited Tax Refunding	\$ 55,455.84	\$ 150,791.79	\$ 55,000.00	\$ 151,247.63		
71-Herff Road Project	\$ 162,857.24	\$ 400,001.44	\$ 365,560.55	\$ 197,298.13		
85-Local S.O. Forfeiture	\$ 2,477.82	\$ 0.02	\$ -	\$ 2,477.84		
87-Federal S.O. Forfeiture	\$ 221,087.32	\$ 5,303.26	\$ 361.44	\$ 226,029.14		
90-Trust Account	\$ 528.42	\$ -	\$ 0.47	\$ 527.95		
				00.05		
96-Public Grants	\$ 80.85	\$ -	\$	\$ 80.85		

Corinna Speer

1/12/15



<b>COMMISSIONER COURT D</b>	DATE: 1/25,	/2016
OPEN SESSION		

Sales Tax Report
Treasurer's office Sheryl D'Spain
830-249-9343 ext. 220
2 minutes
Presentation of December 2015 Sales Tax report
To report on the portion of sales tax reimbursed from the State Comptroller's office.
Yes, the report is on the County Website under departments, County Treasurer
Countywide
None



### Sheryl D'Spain

Kendall County Treasurer 201 E. San Antonio, Suite 302 · Boerne, TX. 78006 830-249-9343 ext. 220 · Fax 830-249-9340 sheryl.dspain@co.kendall.tx.us

January 25, 2016

TO: Honorable Darrel Lux, County Judge

Honorable Mike Fincke, Commissioner, Pct. 1 Honorable Richard Elkins, Commissioner, Pct. 2 Honorable Tommy Pfeiffer, Commissioner, Pct. 3

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

In December, Kendall County received collections of \$253,467.97 for the month of October 2015. This figure is up 4 % from October collections the previous year. Our year-to-date collections are \$2,921,857.17 an increase of 9 % from last year.

Muy Balan Sheryl D'Spain

Treasurer

### Sales Tax Report-2015

Sales tax collection for month	Month collection received	Sales Tax Collection 2014	Sales Tax Collection 2015	% change from 2014	% change from previous month collection	2014 sales tax collections Year to date	2015 sales tax collections year to date	% change from 2014
Nov 2014	JANUARY 2015	202,556.19	230,013.56	13.55%	5%	202,556.19	230,013.56	13.55%
Dec 2014	FEBRUARY 2015	258,401.26	303,520.45	17.46%	32%	460,957.45	533,534.01	15.74%
Jan 2015	MARCH 2015	176,917.89	209,022.49	18.14%	31%	637875.34	742556.50	16.41%
Feb 2015	APRIL 2015	208,281.16	204,156.87	-1.98%	-2%	846,156.50	946,713.37	11.88%
Mar 2015	MAY 2015	238,820.91	260,450.72	9.05%	28%	1,084,977.41	1,207,164.09	11.26%
Apr 2015	JUNE 2015	245,872.37	237,537.22	-3%	-9%	1,330,849.78	1,444,701.31	8.55%
May 2015	JULY 2015	222,710.27	222,656.12	02%	-6.2%	1,553,560.05	1,667,357.43	7.32%
Jun 2015	AUGUST 2015	258,922.32	294,856.33	13.87%	14%	1,812,482.37	1,962,213.76	8.26%
Jul 2015	SEPTEMBER 2015	240,661.23	248,143.45	3.11%	-15.84%	2,053,143.60	2,210,357.21	7.66%
Aug 2015	OCTOBER 2015	220,789.67	218,160.02	-1.18%	12.08%	2,273,933.27	2,428,517.23	6.79%
Sep 2015	NOVEMBER 2015	254,621.53	239,871.97	6%	10%	2,528,554.80	2,668,389.20	10%
Oct 2015	DECEMBER 2015	242,623.76	253,467.97	4%	6%	2,771,178.56	2,921,857.17	9%

Total Sales Tax Revenue in Previous Years

2014 \$2,771,178.56

2013 \$2,476,461.25

2012 \$2,309,641.11

<sup>\*\*</sup>covering payments from Nov 2014-Oct 2015



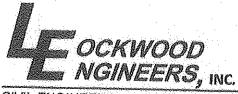
<b>COMMISSIONER COURT DATE:</b>	1/25/2016
OPEN SESSION	٠.

SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None
	-1



ADDITIONAL INFORMATION

COMMISSIONER COURT DATE: 1/25 OPEN SESSION	/2016
SUBJECT	Release of Letter(s) of Credit Cordillera Ranch Unit 207B-1, 207C-1, 207D & 207E
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the release of Letter(s) of Credit for Cordillera Ranch for Roadway and Drainage in the amounts of Unit 207B-1 - \$499,452.00 Unit 207C-1 - \$220,096.00 Unit 207D - \$388,526.00 Unit 207E - \$84,607.00
REASON FOR AGENDA ITEM	Release of Letters of Credit Cordillera Ranch Unit 207B-1, 207C-1, 207D & 207E
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



**CIVIL ENGINEERING & PLANNING** 

512.260.9100

January 13, 2016

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

Subject: Unit 207B1, 207C1, 207D and 207E Letter of Concurrence

LE#15-1009, 1011, 1014, 1023

Dear Mr. Tobolka, PE:

On Wednesday the 13<sup>th</sup> day of January, I visited the subject site. All of the improvements on the subject project appear to have been constructed in general conformance to the approved construction drawing, including all revisions except as noted below:

Revegetation along the north and east side of Clubs Drive has not been installed due to
work being done adjacent to the right-of-way. Revegetation will be completed once the
work outside the right-of-way can be limited to specific access points minimizing the
disturbance of the coverage.

It should be noted that this engineer did not perform any materials testing nor provide detailed inspections of any of the site improvements, only general observation of the construction of the site improvements.

A copy of the "Record Drawings" for both road and drainage improvements and water and wastewater improvements is being sent under separate cover.

I request that the acceptance of the construction of the road and drainage improvements and the release of the existing fiscal be placed on the agenda for the next available Commissioner's Court meeting for consideration.

Please call me at (972) 822-1682 should you have any questions.

Sincerely,

Anthony H. Goode, P.E.



#### August 13, 2014

Irrevocable Letter of Credit in the amount of \$499,452.00 Unit 207B-1, Cordillera Ranch, Kendall County, Texas

Beneficiary: Kendall County Judge 201 E. San Antonio Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8809430 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Four Hundred Ninety Nine Thousand Four Hundred Fifty Two Dollars and Zero Cents (\$499,452,00) expiring \_\_\_\_\_\_\_08/12/2016 \_\_\_\_\_\_\_ at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 207B-1, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC, has failed to timely extend this Letter of Credit."

### SPECIAL CONDITIONS:

- 8. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
- 9. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8809430 issued by First Bank and Trust East Texas".
- 10. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
- Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
- 12. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
- Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been

extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

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

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904

Codie Jenkins Vice President

Address of Developer: CR Devco 2013, LLC 102-A Cordillera Ridge Boerne, TX 78006



Irrevocable Letter of Credit in the amount of \$220,096.00 Unit 207C-1, Cordillera Ranch, Kendall County, Texas

Beneficiary: Kendall County Judge 201 E. San Antonio Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8892480 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Two Hundred Twenty Thousand Ninety Six Dollars and Zero Cents (\$220,096.00) expiring 04/15/2017 counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 207C-1, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC, has failed to timely extend this Letter of Credit."

#### SPECIAL CONDITIONS:

- 1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
- Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No.8892480 issued by First Bank and Trust East Texas".
- 3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
- 4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
- 5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
- 6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective

stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

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

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904

Codie Jenking

Senior Vice President

Address of Developer: CR Devco 2013, LLC 102-A Cordillera Ridge Boerne, TX 78006



#### April 15, 2015

Irrevocable Letter of Credit in the amount of \$388,526.00 Unit 207D, Cordillera Ranch, Kendall County, Texas

Beneficiary: Kendall County Judge 201 E. San Antonio Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8892500 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Three Hundred Eighty Eight Thousand Five Hundred Twenty Six Dollars and Zero Cents (\$388,526.00) expiring 04/15/2017 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 207D, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC, has failed to timely extend this Letter of Credit."

#### SPECIAL CONDITIONS:

- 1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
- 2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8892500 issued by First Bank and Trust East Texas".
- 3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
- 4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
- 5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
- 6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days

prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

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

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904

Codie Jenkins:// Senior Vice President

Address of Developer: CR Devco 2013, LLC 102-A Cordillera Ridge Boerne, TX 78006



#### June 26, 2015

Irrevocable Letter of Credit in the amount of \$84,607,00 Unit 207E, Cordillera Ranch, Kendall County, Texas

Beneficiary: Kendall County Judge 201 E. San Antonio Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8916360 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Eighty Four Thousand Six Hundred Seven Dollars and Zero Cents (\$84,607.00) expiring 06/26/2017 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 207E, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC, has failed to timely extend this Letter of Credit."

#### SPECIAL CONDITIONS:

- 1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
- 2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8916360 issued by First Bank and Trust East Texas".
- 3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
- 4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
- 5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
- Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at

least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

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

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us,

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904

Van Watson:

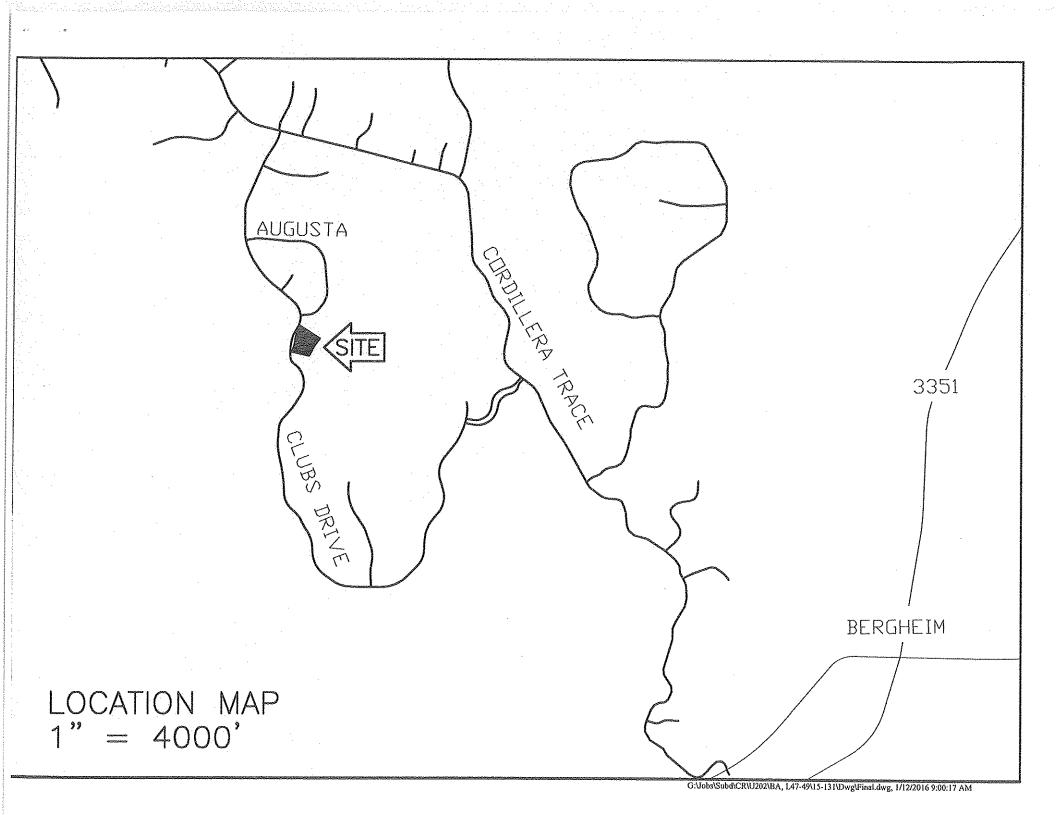
**Executive Vice President** 

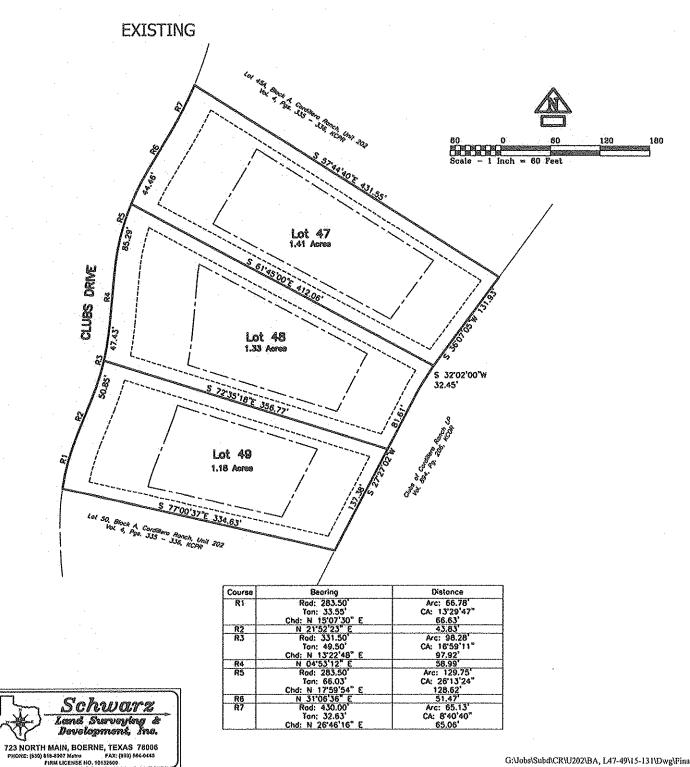
Address of Developer: CR Devco 2013, LLC 102-A Cordillera Ridge Boerne, TX 78006



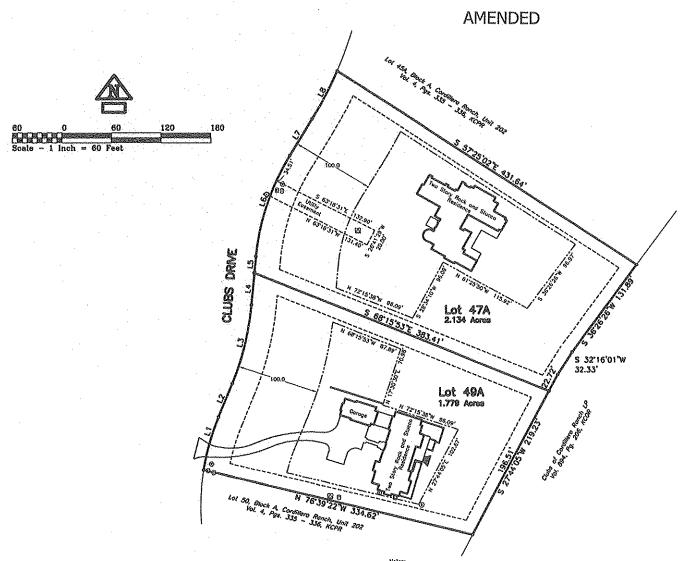
COMMISSIONER	COURT	DATE:	1/25/2016
ODENI CECCIO	A1		

SUBJECT	Amending Plat Cordillera Ranch Unit 202, Block A, Lots 47 - 49
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lots 47 – 49, Block A, Cordillera Ranch, Unit 202, Kendall County Texas in accordance to section
	209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine a portion of lot 48 with lots 47 and 49 creating two lots, 47A & 49A. (Aldon & Joanne Williams, James A. & Maria L. Sayers)
REASON FOR AGENDA ITEM	209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine a portion of lot 48 with lots 47 and 49 creating two lots, 47A & 49A. (Aldon & Joanne Williams, James A. &
	209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine a portion of lot 48 with lots 47 and 49 creating two lots, 47A & 49A. (Aldon & Joanne Williams, James A. & Maria L. Sayers)
REASON FOR AGENDA ITEM IS THERE DOCUMENTATION WHO WILL THIS AFFECT?	209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine a portion of lot 48 with lots 47 and 49 creating two lots, 47A & 49A. (Aldon & Joanne Williams, James A. & Maria L. Sayers)  Lots 47 - 49 into 47A & 49A









Course	Bearing	Distance
L1	Rod: 283,50	Arc: 66.76
	Ton: 33.54' Chd: N 15'25'23" E	CA: 13'29'34" 66.61'
L2	N 22'18'50" €	43.84
L2 L3	Rod: 331.50	Arc: 98.33'
	Ton: 49.53	CA: 16'59'42"
	Chơ: N 13'37'34" E	97.97
L4	N 05'05'07" E	38.86
L5	N 05'05'07" E	20.10
L6	Rod: 283.50	Arc: 129.86'
	Ton: 66.09*	CA: 26'14'41"
	Chd: N 18'16'59" E	128.73
1.7	N 31'17'11" E	51.28
LB	Rod: 430.00'	Arc: 65.23'
	Tan: 32.68'	CA: 8'41'32"
- 1	Chd: N 27'14'26" E	65.17'



PHONE: (830) 618-8997 Metro FAX: (830) 484-0445 FRU: LICENSE NO. 10132699



COMMISSIONER COURT DATE: 1/25/2016
OPEN SESSION

SUBJECT	Request for Relief 246 SH46
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from road frontage and platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed 20 acre tract would be accessed from a 60ft easement for roadway purposes over the adjacent 44.82 acre tract. (246 SH46 Curtis and Laura Grote)
REASON FOR AGENDA ITEM	Request for Relief 246 SH46
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None

### REQUEST FOR RELIEF (Variance)

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

	ation of Property: 246 State Nighway 46 East,
	ne of Development (If Applicable): N/A
Prop	perty Owner/Developer Name: With and Laura Bute
	ef Requested (Reference the specific Section/Paragraph of the current KC elopment Rules and Regulations:
The into whe	owner of a tract of land with a total contiguous area of at least 12 acres who divides the trace no more than two parts in order to obtain a loan and comply with requirements of the lender the smaller part consists of at least three acres and each part has a minimum of 60 feet of feet least acres to a state highway, county road or a road constructed to county area if actions and acres to a state highway.
part	ble access to a state highway, county road or a road constructed to county specifications and no is conveyed to a third party.
part Reas	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in vering these questions)
part Reas	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in
part Reas answ	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in tering these questions)  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
part Reas answ	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in rering these questions)  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.
part Reas answ	on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in vering these questions)  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.  — Uf an igual may may be not stated on
part Reas answ a.	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in vering these questions)  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.  Lift am liftless may be mot stated on the survey, the 20 acres to support the brack of the lift without acres to substantial property right of yours?  We would like to add the 20 acres to
part Reas answ a.	is conveyed to a third party.  on(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in tering these questions)  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.  What are agreed to a third and the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  What are agreed to a third and the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  What are agreed to a third party of the provisions of these regulations would deprive you of the reasonable use of this land.  What are agreed to a substantial property right of yours?

RECEIVED
JAN 14 2016

C.	Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.
	The granting of relief will not be
	detrimental to the public's health, safety
	or welfare. We will continue to maintain our
	current entrance + driveway and will not require
d.	CUVINT INTO ANCE & DIVEWAY and Will not require an additional easiment from Nwy. 46. Will the granting of relief not have the effect of preventing the orderly subdivision of other
	land in the area? Pleace explain

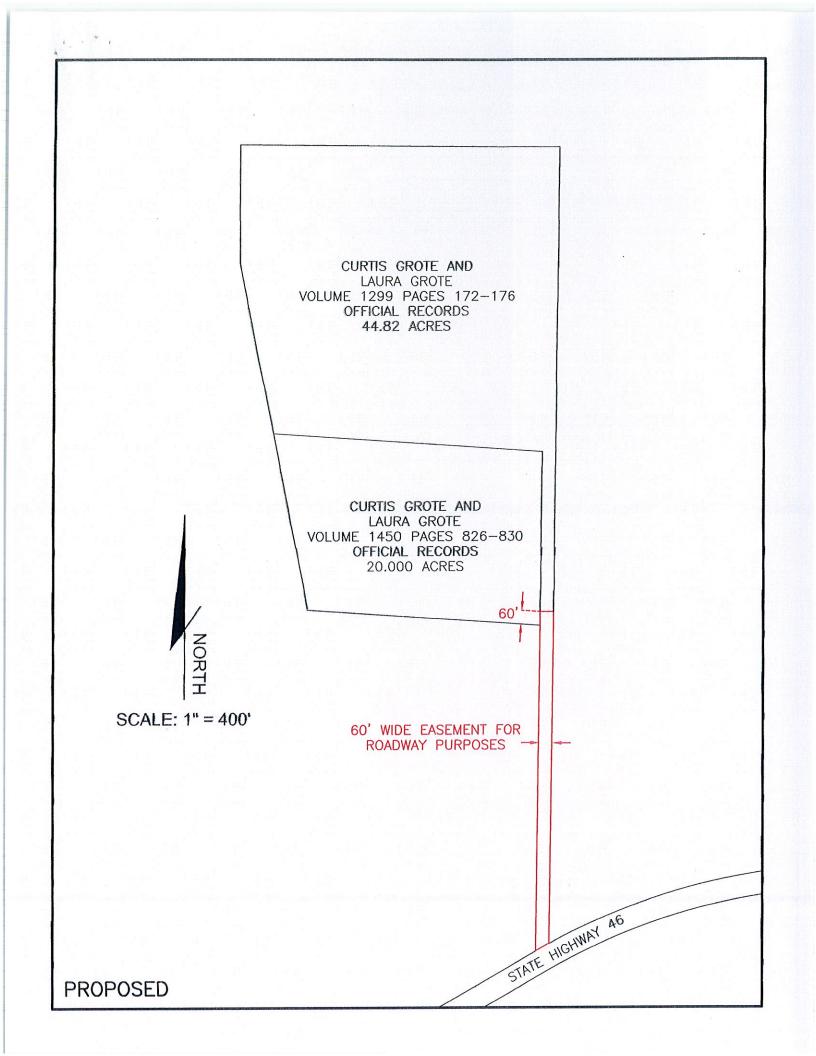
preventing the orderly subdivision of other land because it will decrease the need for another intrance from 46 E and we hope to absorb the additional 20 acres into our former your Signature are signature.

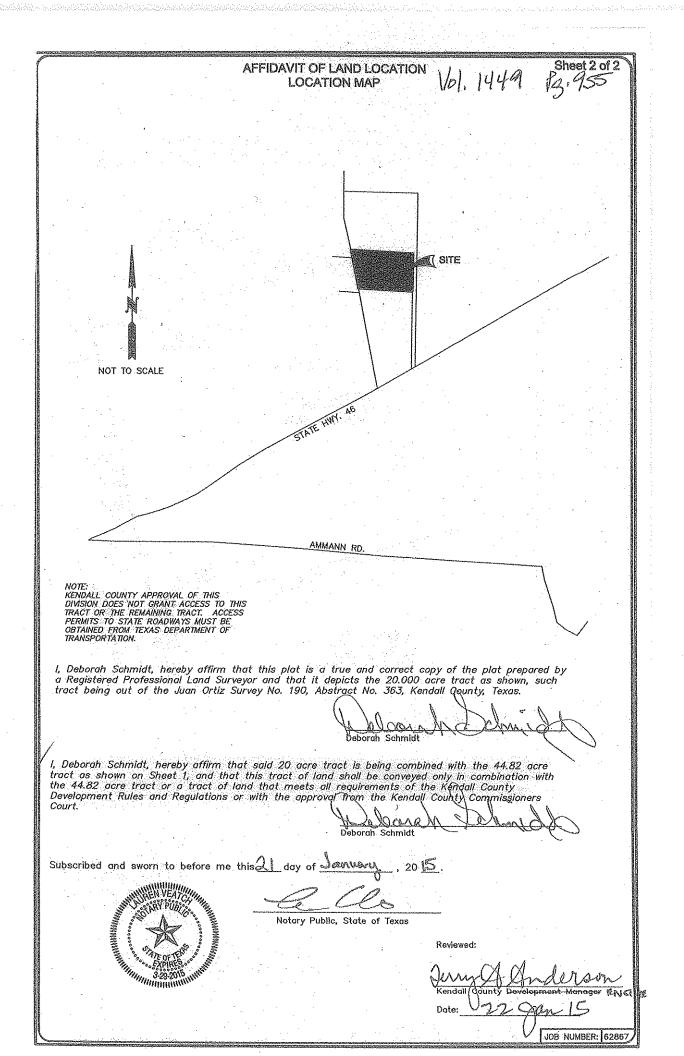
Laura Grote Print Owner Name

129an 2016

Date

CURTIS GROTE AND LAURA GROTE VOLUME 1299 PAGES 172-176 OFFICIAL RECORDS 44.82 ACRES CURTIS GROTE AND LAURA GROTE VOLUME 1450 PAGES 826-830 OFFICIAL RECORDS 20.000 ACRES SCALE: 1" = 400' -60.00' WIDE STATE HIGHWAY 46 **EXISTING** 





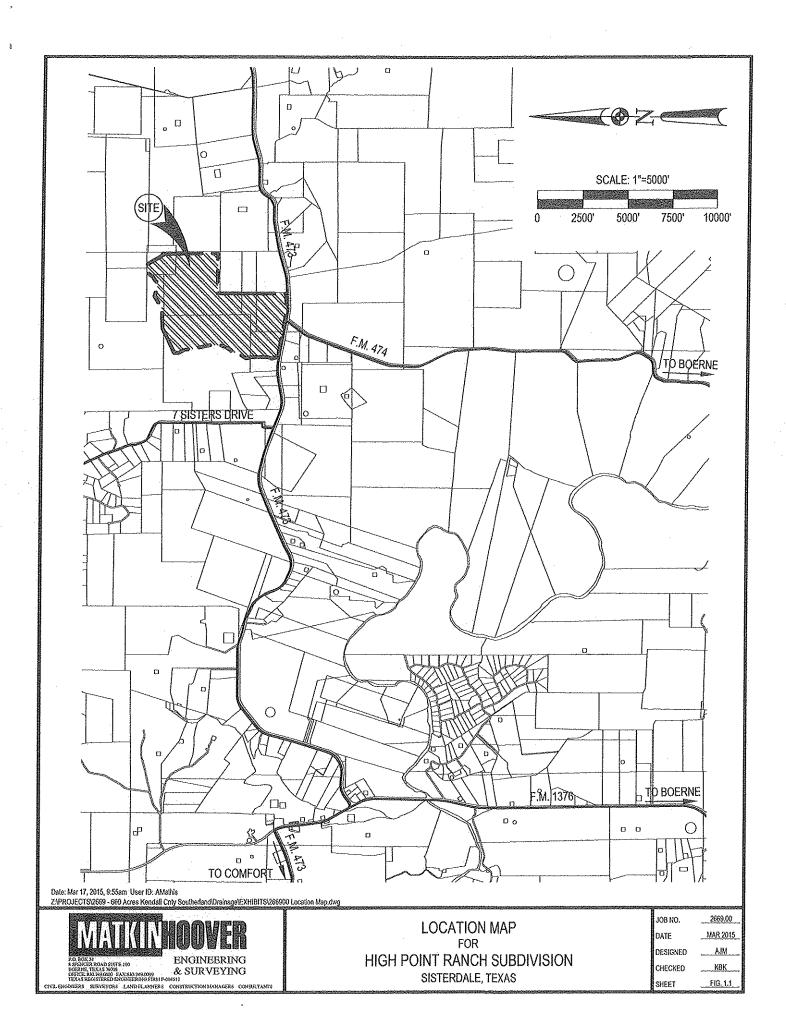


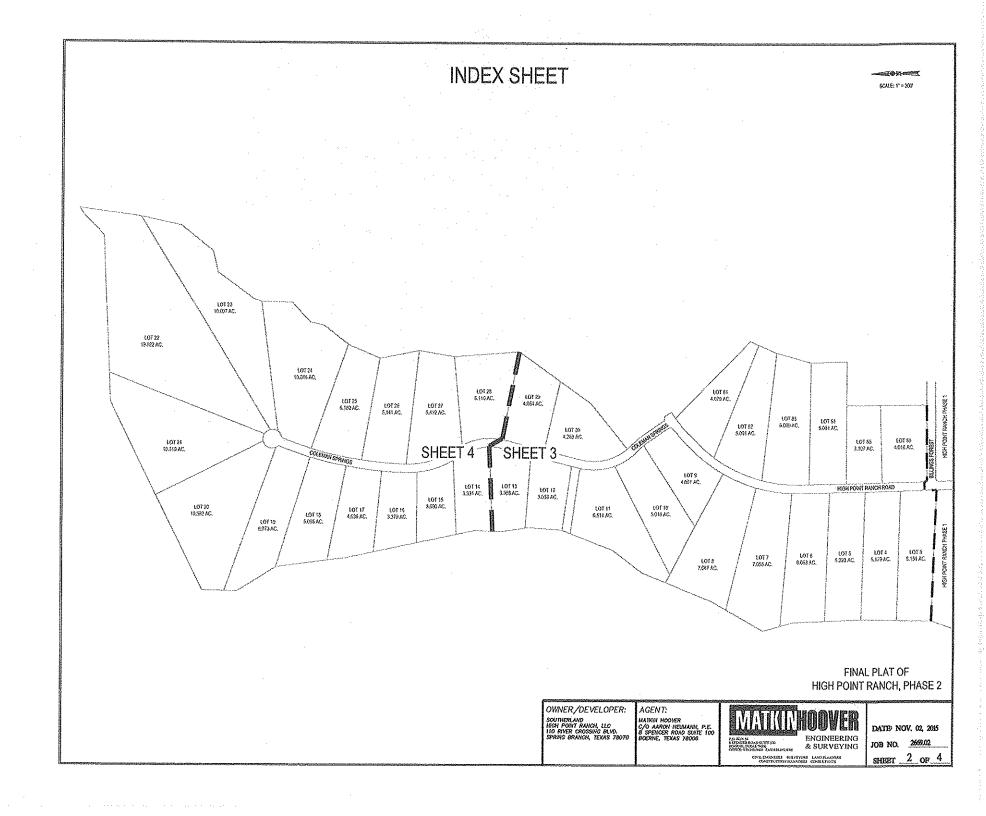
**ADDITIONAL INFORMATION** 

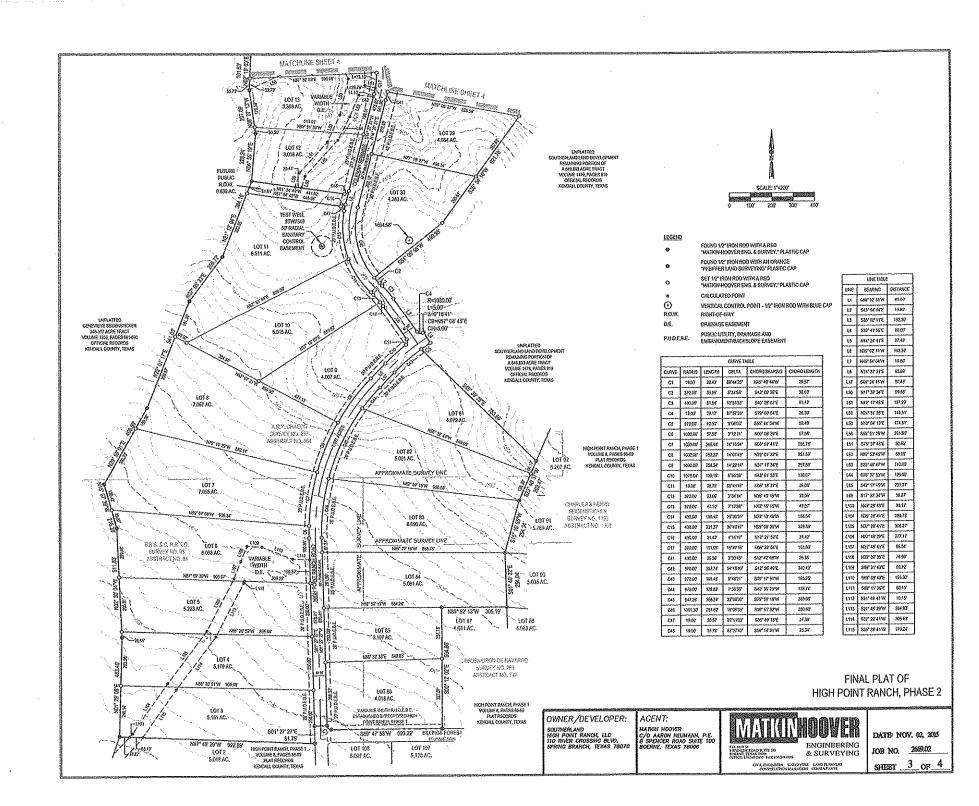
## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

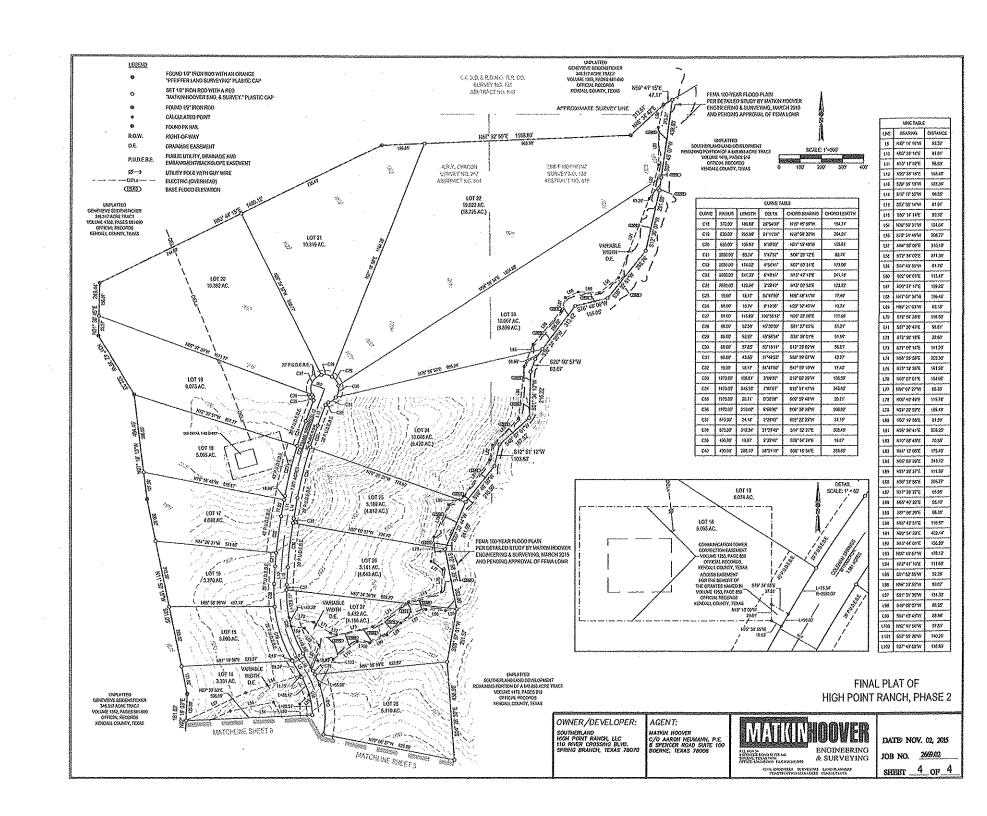
OPEN SESSION	
SUBJECT	Final Plat High Point Ranch Subdivision Phase 2
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the Final Plat of High Point Ranch Subdivision Phase 2 in accordance to section 204 of the Kendall County Development Rules and Regulations. The proposed Subdivision consists of 206.77 acres, 34 residential lots and 5000 linear feet of Roadway for a density of 6.1 acres. The combined density of Phase 1 and Phase 2 is 6.2 acres. The proposed subdivision will be serviced by individual water wells and on-site sewage facilities (Jay Patterson, Southerland Land Development)
REASON FOR AGENDA ITEM	Final Plat High Point Ranch Subdivision Phase 2
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3

None











COMMISSIONER COURT DATE: 1/25/2016

**OPEN SESSION** 

OPEN SESSION	
SUBJECT	Financial Guarantee - High Point Ranch Subdivision Phase 2
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on accepting a Subdivision Bond for High Point Ranch Subdivision Phase 2 in the amount of \$924,456.07 for the construction of roads, drainage and infrastructure. (Jay Patterson, Southerland Land Development)
REASON FOR AGENDA ITEM	Subdivision Bond for High Point Ranch Phase 2
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None



#### **SUBDIVISION BOND**

AMOUNT: \$924,456.07

BOND NO. 0688468

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Southerland High Point Ranch, LLC as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of Texas with its main bonding office at One Newark Center, 20th floor, Newark, New Jersey as Surety, are held and firmly bound unto the Kendall County Judge or the Judge's successors in office as Obligee, in the full and just sum of Nine Hundred Twenty Four Thousand Four Hundred Fifty Six dollars and 07/100) \$924,456.07 lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

#### SIGNED, SEALED AND DATED THIS 25th of January 2016

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

at certain land known as, "High Point Ranch, Phase II" all of which improvements

shall be maintained and completed on or before January 25, 2018.

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

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

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

ATTEST: Callen O. Hoskus PRINCIPAL: Southerland High Point Ranch, LLC

BY:

Timothy D. Smith, Treasurer, American Land Partners
Inc., Manager of National Timber Partners, LLC
Manager of Southerland High Point Ranch, LLC

SURETY: International Fidelity Insurance Company

ATTEST: Onna to Brash

BY: Grace J. Grave Attorney In-Fact

### POWER OF ATTORNEY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY **ALLEGHENY CASUALTY COMPANY**

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

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

KATHLEEN M. O'BRIEN, DONNA M. BISHOP, GRACE J. GRAY

North Adams, MA.

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

This Power of Altorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

STATE OF NEW JERSEY County of Essex

Miraint

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity
Insurance Company) and President (Allegheny
Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swom, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seal Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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

MHY CAC OF NEW S

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

#### CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of January, 4016

Meria N. Schance

MARIA BRANCO, Assistant Secretary

### HIGH POINT RANCH, PHASE 2

### Street and Drainage Improvements Quantity Takeoff

					Updated		1/8/2016
Item					Unit		
No.	Description	Unit	Qv.	e comme	Price	erre.	Amount
0100 2002	PREPARING ROW	ACRE	7	\$	1,500.00	\$	10,500.00
0110 6001	EXCAVATION (ROADWAY)	CY	19,343	Ş	8.62	\$	166,736.66
0132 6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	20,284	\$	7.07	\$	143,407.88
0247 6041	FL BS (CMP IN PLC)(TYA GR 2)(FNAL POS)	CY	3,900	\$	82.95	\$	323,505.00
0316 6022	ASPH (CRS-2)	GAL	12,230	\$	3.02	S	36,934.60
0316 6222	AGGR(TY-PB GR-3 SAC-B)	CY	345	\$	116.71	\$	40,264.95
0432 6002	RIPRAP (CONC)(5 IN)	CY	78	\$	439,21	\$	34,258.38
0432 6035	RIPRAP (STONE PROTECTION)(24 IN)	CY	26	\$	124.63	\$	3,240.38
0460 6003	CMP (GAL STL 24 IN)	LF	67	\$	70.00	\$	4,690.00
0460 6004	CMP (GAL STL 30 IN)	LF	104	\$	73.78	\$	7,673.12
0460 6005	CMP (GAL STL 36 IN)	LF	685	\$	178.46	\$	122,245.10
Subtotal	Drainage Improvements:					\$	893,456.07
Miscelan	eous					A (	
1.	Signage & Striping	LS	1	\$	8,000.00	\$	8,000.00
2.	TPDES SWPPP Measures	LS	1	\$	5,000.00	\$	5,000.00
3.	Revegetation of all disturbed areas	LS	1	\$ :	10,000.00	\$	10,000.00
4.	Construction Staking	LS	1	\$	3,000.00	\$	3,000.00
5.	Construction Testing	LS	1	\$	5,000.00	\$	5,000.00
Subtotal	Miscelaneous:			CONT.			\$31,000.00
Total:				200		8	924,456.07

Note:

<sup>1.</sup> The unit prices listed herein are taken from Latest TxDOT Unit Price List and recent bid tabulations and are provided for Bonding and Estimation purposes only.



COMMISSIONER COURT DATE: 1/25/2016 OPEN SESSION					
SUBJECT	TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION				
DEPARTMENT & PERSON MAKING REQUEST	TAX OFFICE - JAMES HUDSON, TAX ASSESSOR-COLLECTOR				
PHONE # OR EXTENSION #	830-249-9343 EXT 271				
TIME NEEDED FOR PRESENTATION	2 MINUTES				
WORDING OF AGENDA ITEM	Presentation of County Tax Assessor-Collector Continuing Education Transcript for 2015 as evidence of compliance with Texas Property Tax Code Section 6.23(d), V.T.C.A.				
REASON FOR AGENDA ITEM	Compliance with Texas Property Tax Code Section 6.23(d), V.T.C.A.				
IS THERE DOCUMENTATION	No				
WHO WILL THIS AFFECT?	KENDALL COUNTY				
ADDITIONAL INFORMATION	NONE				



COMMISSIONER COURT DATE: 1/25 OPEN SESSION	5/2016
SUBJECT	Monthly Status Report Herff Road Phase II
DEPARTMENT & PERSON MAKING REQUEST	Development Management Rick Tobolka
PHONE # OR EXTENSION #	830-249-9343 ext 250
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Monthly Status Report Herff Road Phase II
REASON FOR AGENDA ITEM	Monthly Status Report Herff Road Phase II
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



COMMISSIONER	COURT	DATE:	1/25/	2016

**OPEN SESSION** 

we have we was a second	
SUBJECT	Summary of the December Road Report.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer, Road Supervisor
PHONE # OR EXTENSION #	830-249-9343 ext 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Give a summary of the road activities for December.
REASON FOR AGENDA ITEM	Report the progress of road work.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County wide progress report.
ADDITIONAL INFORMATION	None.



#### Kendall County Road & Bridge Monthly Report December 2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 1						
Brush						
JOHNS RD		@ 2.8 miles.	Right-of-Way Clearing	Remove one tree.	RD-3400-15	12/2/15
JOHNS RD		@ 2.4 miles.	Right-of-Way Clearing	Remove one tree and tree limbs.	RD-3401-15	
JOHNS RD		@ 3.1 miles.	Right-of-Way Clearing	Remove one tree.	RD-3402-15	
JOHNS RD		@ 3.4 miles.	Right-of-Way Clearing	Remove one tree. Trim Trees.	RD-3403-15	
JOHNS RD		@ 3.1 miles.	Right-of-Way Clearing	Remove two trees.	RD-3404-15	
JOHNS RD		@ 3.3 miles.	Right-of-Way Clearing	Remove one tree.	RD-3440-15	
JOHNS RD		@ 2.6 miles.	Right-of-Way Clearing	Remove one tree.	RD-3441-15	
JOHNS RD		@ 2.5 miles.	Right-of-Way Clearing	Remove three trees.	RD-3442-15	
JOHNS RD		@ 2.7 miles.	Right-of-Way Clearing	Remove two trees.	RD-3443-15	
JOHNS RD		@ 3.5 to 3.2 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3445-15	
JOHNS RD		@ 3.2 to 3.1 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3447-15	THE SHARE WITH THE RESERVE
JOHNS RD		@ 3.1 to 3.0 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3448-15	
JOHNS RD		From 3.5 to 3.0 miles.	Tree Removal	Grind tree stumps with Reclaimer.	RD-3431-15	
JOHNS RD		@ 1.8 to 1.7 miles.	Right-of-Way Clearing	Cut bruash in ROW.	RD-3458-15	
JOHNS RD		@ 2.9 to 3.3 miles.	Right-of-Way Clearing	Cut brush and low hanging limbs in ROW.	RD-3460-15	
JOHNS RD		@ 2.5 to 2.9 miles.	Right-of-Way Clearing	Cut brush and low hanging limbs in ROW.	RD-3461-15	
JOHNS RD		@ 2.1 to 2.5 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3476-15	
JOHNS RD		@ 1.9 to 2.1 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3490-15	
JOHNS RD		@ 1.6 to 1.9 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3492-15	
JOHNS RD		@ 1.7 to 1.6 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3540-15	
JOHNS RD		@ 1.7 to 1.6 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3539-15	
JOHNS RD		@ 1.6 to 1.5 miles.	Right-of-Way Clearing	Cut brush from ROW.	RD-3521-15	
Maintenance						
JOHNS RD		@ 3.2 miles.	Labor Various	Transport #130 truck fot Kendalia to Johns Rd.	RD-3428-15	12/9/15
JOHNS RD		@ 2.3 miles.	Ditch Maintenance	Clean ditch line.	RD-3517-15	
JOHNS RD	10140		Driveway Work	Put in driveway.	RD-3518-15	
JOHNS RD		@ 2.3 to 2.4 miles.	Ditch Maintenance	Clean ditch line.	RD-3519-15	
JOHNS RD	10140		Ditch Maintenance	Work on driveway.	RD-3529-15	
JOHNS RD	10140		Drainage Structure Work	Clean up job site.	RD-3530-15	
UPPER BALCONES RD		@ 0.0 to 0.1 miles.	Ditch Maintenance	Claen ditch line. Shoot grade.	RD-3417-15	
Miscellaneous						
JOHNS RD	10140		Labor Various	Haul blade to job site.	RD-3499-15	12/28/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 2						
Contractor Work						
JOE KLAR RD		#165 to Gate way.	Pothole Repair: Contractor	Repair potholes and shoulders.	RD-3506-15	12/4/15
KREUTZBERG RD		#38,120,333,711.		Repair potholes and shoulders.	RD-3505-15	12/4/15
Flood Related						
JACOB DR	105		Road Surface	Mill Road surface.	RD-3426-15	12/9/15
JACOB DR	105		Road Surface	Work subgrade, spread base, haul off spoils.	RD-3452-15	12/11/15
JACOB DR	105		Road Surface	Work base and haul off spoils.	RD-3457-15	12/14/15
JACOB DR	105		Road Surface	Work base and haul off spoils.	RD-3487-15	12/15/15
Maintenance						
JOE KLAR RD		@ 0.0 to .70 miles.	Road Surface	Clean ditch line.	RD-3368-15	12/1/15
JOE KLAR RD		@ 1.1 miles.	Ditch Maintenance	Clean ditch line.	RD-3424-15	
OAKRIDGE DR	604		Ditch Maintenance	Rework ditch line before driveway.	RD-3369-15	12/1/15
RUST LN		@ 1.1 to 1.5 miles.	Road Surface	Blade road.	RD-3367-15	12/1/15
RUST LN		@ .60 to .80 miles	Road Surface	Blade road.	RD-3414-15	12/3/15
RUST LN	112		Data Collection	Shoot Grade.	RD-3415-15	12/3/15
RUST LN		@ .10 to .50 miles.	Ditch Maintenance	Claen ditch line.	RD-3416-15	12/3/15
RUST LN		@ 1.0 to 1.8 miles.	Road Surface	Raise Road to improve drainage.	RD-3419-15	12/4/15
RUST LN	112		Ditch Maintenance	Clean ditch line.	RD-3425-15	12/8/15
RUST LN	112		Road Surface	Put in swell.	RD-3427-15	12/9/15
RUST LN	112		Road Surface	Blade Swell, move equipment.	RD-3429-15	12/10/15
SHARON DR	210		Ditch Maintenance	Re-shape ditch line.	RD-3489-15	12/21/15
SHARON DR	210		Ditch Maintenance	Lower driveway.	RD-3493-15	12/22/15
SHARON DR	210		Ditch Maintenance	Rake ditch line.	RD-3494-15	12/23/15
Non Road and Bridge						
CHARGER BLVD	202	Brush site.	Chipping	Move mulch.	RD-3394-15	12/1/15
<b>Paving and Prep</b>						
KREUTZBERG RD		@ 2.5 miles.	Fog Seal	Shoot oil on the road.	RD-3532-15	12/16/15
KREUTZBERG RD		#44 to 101.	Fog Seal	Shoot oil on the road.	RD-3533-15	12/16/15
KREUTZBERG RD	38		Fog Seal	Shoot oil on the road.	RD-3534-15	12/16/15
KREUTZBERG RD		@ 2.86 miles.	Fog Seal	Shoot oil on road.	RD-3526-15	12/16/15
KREUTZBERG RD	325		Fog Seal	Shoot oil on road.	RD-3527-15	12/16/15
Striping						
KREUTZBERG RD	46		Striping	Strip center line on roadway. 200 feet.	RD-3406-15	12/3/15
KREUTZBERG RD	38		Striping	Strip center line on roadway. 325 feet.	RD-3407-15	
KREUTZBERG RD	17		Striping	Strip center line on roadway. 250 feet.	RD-3408-15	

Wednesday, January 20,2016

Route	Address	Location	Activity	Details	W.O. No Da	ate
Striping						
KREUTZBERG RD	325		Striping	Strip center line on roadway. 325 feet.	RD-3409-15 12,	/3/15
KREUTZBERG RD		@ 2.84 miles.	Striping	Strip center line on roadway. 300 feet.	RD-3410-15 12,	/3/15
KREUTZBERG RD	301		Striping	Strip center line on roadway. 300 feet.	RD-3411-15 12,	/3/15
KREUTZBERG RD	101		Striping	Strip center line on roadway. 220 feet.	RD-3412-15 12,	/3/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 3						
Brush						
MISTY TRAIL		@ intersection of Mountain Creek Trl.	Right-of-Way Clearing	Cut and haul off brush.	RD-3479-15	12/17/15
MOUNTAIN CREEK TRAIL		@ 1.3 to 1.4 miles. Emerg. call out.	Right-of-Way Clearing	Cut up fallen tree and move to side of road.	RD-3454-15	12/13/15
MOUNTAIN CREEK TRAIL		@ 1.3 to 1.4 miles.	Tree Removal	Remove remains of fallen tree.	RD-3459-15	12/14/15
MOUNTAIN CREEK TRAIL		@ Oak Forest Dr intersection.	Right-of-Way Clearing	Cut and haul off brush.	RD-3467-15	12/16/15
RIVER FOREST DR		@ River View Dr intersection.	Right-of-Way Clearing	Cut and haul off brush.	RD-3466-15	12/16/15
RIVER PT		@ intersection of Hidden Lake Dr.	Right-of-Way Clearing	Cut brush in ROW.	RD-3477-15	12/17/15
RIVER VIEW		@ River Forest Dr intersection.	Right-of-Way Clearing	Cut and haul off brush.	RD-3465-15	12/16/15
ROARING CREEK DR		@ intersection of Saddle Mountain.	Right-of-Way Clearing	Cut and haul off brush.	RD-3478-15	12/17/15
SADDLE MOUNTAIN DR		@ intersection of Mountain Creek Trl.	Right-of-Way Clearing	Cut and haul off brush.	RD-3480-15	12/17/15
Miscellaneous						
SISTERDALE LINDENDALE	RD	@ 3.07 miles.	Labor Various	Move large rock from road surface to side.	RD-3338-15	12/3/15
SISTERDALE LINDENDALE	RD	@ 3.0 miles.	Labor Various	Remove rocks and gravel off road.	RD-3456-15	12/14/15
Road Structures						
N WALNUT WAY		@ .85 miles.	Guard Rails	Remove & Replace Posts & Guardrail.	RD-3522-15	12/30/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct 4 Brush						
BIG JOSHUA CREEK RD		@ 2.5 miles.	Right-of-Way Clearing	Remove cedar blocking line of sight in turn.	RD-3481-15	12/17/15
BIG JOSHUA CREEK RD		@ 1.5 miles.	Right-of-Way Clearing	Remove two cedars blocking line of sight in turn.	RD-3482-15	
CAMP CAPERS LN		@ .27 miles.	Right-of-Way Clearing	Cut brush in ROW.	RD-3491-15	
JOHNS RD		@3.1 miles.	Right-of-Way Clearing	Remove two trees.	RD-3436-15	
JOHNS RD		@ 3.5 miles.	Right-of-Way Clearing	Remove one tree.	RD-3437-15	
JOHNS RD		@ 3.4 miles.	Right-of-Way Clearing	Remove two trees.	RD-3438-15	
SOUTH ST		@ US 87.	Right-of-Way Clearing	Haul away debris in drainage ditch.	RD-3453-15	
Cleaning and Debris						
BROADWAY		@ .04 miles.	Litter	Pick up illegaly dumped trash for Animal Control.	RD-3520-15	12/30/15
SOUTH RIVER BEND RD		@ 0.0 miles.	Tree Removal	Cut & chip hackberry that fell on fence and road.	RD-3435-15	
WARING WELFARE RD	25	@ 0.0 mmos.	Tree Removal	Cut up tree and haul off to brush site.	RD-3500-15	
Contractor Work	20		rice Removal	out up the and man on to stagit one.	115 0000 10	12,20,10
ALTGELT		@ Amber Drive.	Dathala Danaire Contractor	Repair potholes and shoulders.	RD-3509-15	12/11/15
BIRCH RD	110				RD-3509-15	
DIKUTKU	113	#143,137,139,135,123,121,117, 115.	Potnoie Repair; Contractor	Repair potholes and shoulders.	KD-3501-15	12/1//15
CEDAR CT		#109,107,103.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3510-15	12/11/15
GRAPEVINE	107		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3512-15	12/11/15
HILLVIEW	101		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3514-15	12/11/15
KENDALL JACKSON	793		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3507-15	12/11/15
KREUTZBERG RD		#38,101,237,301,325.	Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3516-15	12/16/15
MEADOW LN	206		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3511-15	12/11/15
SOUTH ST	713		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3508-15	12/11/15
UPPER SISTERDALE RD	401		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3515-15	12/11/15
YUCCA	103		Pothole Repair; Contractor	Repair potholes and shoulders.	RD-3513-15	12/11/15
Maintenance						
ALLEN RD		Various Locations.	Road Surface	Clean gravel off road where water crossed.	RD-3468-15	12/16/15
ALLEN RD	177		Clean out culvert	Clean debris from both sides of culvert.	RD-3469-15	
EIGHTH ST	509	Work performed at 738 High Street.	Ditch Maintenance	Shoot grade and set up stations.	RD-3439-15	
EIGHTH ST	420		Ditch Maintenance	Smooth out ruts in drainage ditch.	RD-3451-15	12/11/15
EIGHTH ST	815		Ditch Maintenance	Clean ditch line out.	RD-3538-15	12/29/15
FIFTH ST	213		Ditch Maintenance	Dig mud holes out of ditch fill with base.	RD-3474-15	12/16/15
FIFTH ST	710		Ditch Maintenance	Repair mailbox approach.	RD-3528-15	12/28/15
FIFTH ST	710		Driveway Work	Repair driveway, install black base.	RD-3537-15	
HIGH ST	312		Road Surface	Patch pothole.	RD-3430-15	
HIGH ST	832		Road Surface	Driveway repair.	RD-3475-15	

Wednesday, January 20,2016

5 of 8

Route	Address	Location	Activity	Details	W.O. No	Date
Maintenance						
KENDALL JACKSON	716	#14.	Road Surface	Refered to Texas Road Repair for pothole.	RD-3434-15	12/8/15
POSSUM CREEK RD		@ 1.9 to 2.1 miles.	Road Surface	Level up, smooth and stabilize w/ type D Asphalt	RD-3405-15	12/3/15
POSSUM CREEK RD		@ 2.0 miles.	Clean out culvert	Open up clogged culvert.	RD-3473-15	12/16/15
POSSUM CREEK RD		@ 1.7 to 2.1 miles.	Road Surface	Fog sealed road.	RD-3484-15	12/18/15
VALLEY VIEW TRL	106		Driveway Work	Repair driveway and drainage problem.	RD-3418-15	12/4/15
WATER ST	518		Ditch Maintenance	Repair ditch line and low spot @ driveway.	RD-3523-15	12/29/15
Miscellaneous						
FM 289	716	Joshua Springs Park.	Labor Various	Hauled Gradall back to yard	RD-3396-15	12/2/15
IH 10	52150	Twin Bridges Rap pile.	Labor Various	Break up Rap pile and mix material.	RD-3486-15	12/21/15
IH 10	52150	Twin Bridges Rap pile.	Labor Various	Mix rap and rotate piles for Possum Creek.	RD-3495-15	12/22/15
IH 10	52150		Labor Various	Mix Rap with AEP for Possum Creek.	RD-3498-15	12/23/15
OLD #9 HWY		@ 1.2 miles.	Labor Various	Hauled Backhoe back to yard.	RD-3397-15	12/2/15
OLD #9 HWY		@ 1.2 miles.	Labor Various	Hauled Flat Wheel Roller back to yard.	RD-3398-15	12/2/15
OLD COMFORT RD	3	From Brush Site.	Labor Various	Haul #43 to shop for repair.	RD-3524-15	12/8/15
OLD COMFORT RD	3	From Brush Site.	Labor Various	Haul #6 to shop for repair.	RD-3525-15	12/8/15
OLD COMFORT RD	3	For Kreutzberg Road.	Labor Various	Drive to Pleasenton and pick up fog seal.	RD-3464-15	12/16/15
OLD COMFORT RD	3	Comfort Yard.	Labor Various	Transfer 5200 gal AEP from truck to tanks.	RD-3485-15	12/21/15
UPPER SISTERDALE RD	234		Data Collection	Private drainage issue.	RD-3421-15	12/10/15
UPPER SISTERDALE RD	448		Labor Various	Remove sand on roadway @ single lane bridge.	RD-3455-15	12/14/15
W FABRA LN	111		Labor Various	Talked to her about fence.	RD-3536-15	12/23/15
New Construction						
POSSUM CREEK RD		@ 0.4 to 0.6 miles.	Road Surface	Level, smooth out, stabilized w/Type D asphalt.	RD-3395-15	12/1/15
POSSUM CREEK RD		@ 0.8 to 1.1 miles.	Road Surface	Level up, Smooth & stabilize W/Type D asphalt.	RD-3399-15	12/2/15
POSSUM CREEK RD		@ 0.7 miles.	Ditch Maintenance	Blade ditch to grade fot drainage.	RD-3420-15	12/7/15
POSSUM CREEK RD		@ .6 to .7 miles.	Road Surface	Level up stablized base road.	RD-3446-15	12/8/15
POSSUM CREEK RD		@ 0.0 to 0.2 miles.	Work Subgrade	Work subgrade and ditches.	RD-3449-15	12/9/15
POSSUM CREEK RD		@ 0.0 to 0.2 miles.	Work Subgrade	Work subgrade and ditches.	RD-3450-15	12/10/15
POSSUM CREEK RD	11		Driveway Work	Put in driveway.	RD-3463-15	12/15/15
POSSUM CREEK RD	11		Driveway Work	Balanced out and finished driveway.	RD-3471-15	12/16/15
POSSUM CREEK RD		@ 0.2 miles.	Road Surface	Cut out at end of roadfill for new road surface.	RD-3472-15	12/16/15
POSSUM CREEK RD		@ 0.4 to 1.1 miles.	Priming	Fog sealed road.	RD-3483-15	12/18/15
POSSUM CREEK RD		@ 0.1 miles.	Road Surface	Cut out road at concrete add rap to sides.	RD-3488-15	12/21/15
POSSUM CREEK RD		@ 0.3 to 0.2 miles.	Road Surface	Put rap on road.	RD-3496-15	12/22/15
POSSUM CREEK RD		@ 0.2 to 0.1 miles.	Road Surface	Put rap on road.	RD-3497-15	12/23/15
Non Road and Bridge						
FM 289	648	KCYAEC	Labor Various	Pump water from septic and water tanks.	RD-3413-15	12/3/15
FM 289	716	Joshua Springs Park.	Labor Various	Assist parks with lifting #50.	RD-3432-15	12/11/15

Route	Address	Location	Activity	Details		Date
Non Road and Bridge FM 289 FM 289 SPANISH PASS RD	716 716 42	Joshua Springs Park. Joshua Springs Park. Solid Waste and Recycle.	Labor Various Labor Various Labor Various	Haul base to Joshua Springs Park. Haul base to Joshua Springs Park. Haul recycling to San Marcos.	RD-3462-15 RD-3470-15 RD-3535-15	12/16/15
Striping HIGH ST THIRD ST	701 236	School Zone.  @ Front Street	Striping Striping	Stripe Crosswalk. Stripping crosswalk and stop bar, school zone.	RD-3423-15 RD-3444-15	
Total WO's For Pct	4	70				

Route Address Location Activity Details W.O. No Date

**Total Work Orders** 



COMMISSIONER COURT DATE: 1/25/2016 OPEN SESSION

SUBJECT	Summary of December Operations report.
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Operations: Jean Maxwell, Operations Supervisor
PHONE # OR EXTENSION #	830-249-9343 ext 652
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Give a summary of the activities performed by the Operations Department
REASON FOR AGENDA ITEM	Report the progress of Operations.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County wide sign report.
ADDITIONAL INFORMATION	None.



### **Kendall County Operations Monthly Report**

### December-2015

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	1					
Signs						
HEARTSTONE	21	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2215-15	12/18/15
JOHNS RD		@ 3.25 miles.	Repair	Repair bent over delineator, new reflectors.	SI-2168-15	12/9/15
JOHNS RD		@ 3.25 miles.	Replace	Replace object marker off of pole.	SI-2169-15	12/9/15
JOHNS RD		@ 2.81 miles.	Install	Install missing chevrons.	SI-2198-15	12/15/15
JOHNS RD		@ 1.7 miles.	Install	Billy requested Hidden Entrance sign.	SI-2230-15	12/30/15
LIVE OAK PASS	203	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2214-15	12/18/15
THUNDER VALLEY RD		Fabricate at shop.	Fabricate	Fabricate missing street name sign.	SI-2235-15	12/7/15
THUNDER VALLEY RD		@ 0.01 miles.	Install	Install new street name sign.	SI-2188-15	12/8/15

Total WO's For Pct 1

Route	Address	Location	Activity	Details		Date
Precinct	2					
Signs	OF THE STATE OF TH					
CASCADE CAVERNS RD		@ 0.8 miles.	Repair	Repair Stop sign support. sign down.	SI-2220-15	12/22/15
CASCADE CAVERNS RD		@ 1.63 miles.	Replace	Replace faded object marker.	SI-2227-15	12/30/15
FM 474	435	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2237-15	12/7/15
HOSKINS TRAIL	212	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2216-15	12/28/15
JACOB DR		@ .01 miles.	Install	Set out Temporary work zone signs.	SI-2166-15	12/9/15
KREUTZBERG RD		@ 3.65 miles.	Remove	Remove Road Work Ahead sign.	SI-2171-15	12/4/15
KREUTZBERG RD		@ 3.45 miles.	Remove	Remove Pavement Drop Off sign.	SI-2177-15	12/4/15
KREUTZBERG RD		@ 3.4 miles.	Remove	Remove Be Prepared to Stop sign.	SI-2176-15	12/4/15
KREUTZBERG RD		@ 0.15 miles.	Remove	Remove Road Construction sign.	SI-2184-15	12/4/15
KREUTZBERG RD		@ 2.4 miles.	Remove	Remove End of Road Work sign.	SI-2181-15	12/4/15
KREUTZBERG RD		@ 3.6 miles.	Remove	Remove Be Prepared to Stop sign.	SI-2170-15	12/4/15
KREUTZBERG RD		@ 3.5 miles.	Remove	Remove 3 barrels, 2 small barricades.	SI-2175-15	12/4/15
KREUTZBERG RD		@ 1.1 miles.	Remove	Remove No Center Stripe sign.	SI-2186-15	12/4/15
KREUTZBERG RD		@ 3.3 miles.	Remove	Remove Road Work Ahead sign.	SI-2183-15	12/4/15
KREUTZBERG RD		@ 3.46 miles.	Remove	Remove Loose Gravel Ahead sign.	SI-2178-15	12/4/15
KREUTZBERG RD		@ 0.2 miles.	Remove	Remove No Center Stripe sign.	SI-2185-15	12/4/15
KREUTZBERG RD		@ 3.46 miles.	Remove	Remove two traffic barrels.	SI-2173-15	12/4/15
KREUTZBERG RD		@ 3.2 miles.	Remove	Remove Road Construction sign.	SI-2182-15	12/4/15
KREUTZBERG RD		@ 3.5 miles.	Remove	Remove Pavement Drop Off signs.	SI-2174-15	12/4/15
KREUTZBERG RD		@ 0.2 miles.	Install	Install temp No Center Stripe/fresh oil sign.	SI-2213-15	12/17/15
KREUTZBERG RD		@ 3.6 miles.	Install	Install temp fresh oil/no center stripe sign.	SI-2205-15	12/17/15
KREUTZBERG RD		@ 1.3 miles.	Install	Install temp fresh oil sign.	SI-2211-15	12/17/15
KREUTZBERG RD		@ 2.9 miles.	Install	Install temp fresh oil sign.	SI-2209-15	12/17/15
KREUTZBERG RD		@ 3.4 miles.	Install	Install temp fresh oil sign.	SI-2210-15	12/17/15
KREUTZBERG RD		@ 0.6 miles.	Install	Install temp fresh oil sign.	SI-2212-15	12/17/15
KREUTZBERG RD		@ 0.4 miles.	Install	Install temp fresh oil sign.	SI-2206-15	12/17/15
KREUTZBERG RD		@ 2.5 miles.	Install	Install temp fresh oil sign.	SI-2208-15	12/17/15
MARK TWAIN DR		@ .1 miles.	Remove	Remove Road Work Ahead sign.	SI-2172-15	12/4/15
OLD FREDERICKSBURG R	D	@ 0.02 miles.	Repair	Repair bent over delineator, replace reflectors.	SI-2223-15	12/29/15
OLD FREDERICKSBURG R		Fabricate at shop.	Fabricate	Fabricate Maint. Ends sign	SI-2228-15	12/29/15
OLD FREDERICKSBURG R		@ 0.2 miles.	Replace	Replace Big Arrow suppoort.	SI-2222-15	12/29/15
OLD FREDERICKSBURG R		@ 1.46 miles.	Replace	Replace missing Maintenance Ends sign.	SI-2229-15	12/30/15
OLD SAN ANTONIO RD		@ 1.2 miles.	Install	Install temp Shoulder Drop Off.	SI-2219-15	12/22/15
RANCH DR		@ 0.01 and 0.1 miles.	Remove	Remove Low Clearance signs.	SI-2225-15	12/30/15
RANCH DR		@ 0.05 to 0.1 miles.	Relocate	Relocate Yield Ahead sign.	SI-2226-15	12/30/15
RIVER MOUNTAIN DR	302	Fabricate at shop.	Fabricate	Fabricate 911 address plate. 106A	SI-2191-15	12/11/15

Route	Address	Location	Activity	Details	W.O. No	Date
Signs						
RIVER RIDGE	315	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2236-15	12/7/15
SATTLER RD		@ 0.6 miles.	Repair	Repair broken cattle guard.	SI-2221-15	12/23/15
SHADY RIDGE	111	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2217-15	12/29/15
WIND RIDGE DR		@ 0.5 miles.	Install	Remove damaged and install new No Outlet sign.	SI-2207-15	12/17/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	3					
Signs						
ERNST RD		@ 0.9 miles.	Install	Install new delineator.	SI-2196-15	12/14/15
MOUNTAIN VIEWS DR		@ .01 Miles	Install sign	Install Mountain Views Drive Sign.	SI-2163-15	12/2/15
MOUNTAIN VIEWS DR		Fabricate @ Shop.	Fabricate	Fabricate Mountain Views Drive Sign.	SI-2162-15	12/2/15
NOLLKAMPER RD		@ 0.5 miles.	Replace	Replace delineator.	SI-2197-15	12/14/15
SEVEN SISTERS DR		@ 1.8 Miles.	Install	Install Missing Delineator.	SI-2164-15	12/2/15
SEVEN SISTERS DR		@ .85 Miles.	Install sign	Install Delineator.	SI-2161-15	12/2/15

Route	Address	Location	Activity	Details	W.O. No	Date
Precinct	4					
Signs						
BIG JOSHUA CREEK RD		@ 1.5 miles.	Repair Cattle Guard	Weld cattle guard wings back on.	SI-2192-15	12/14/15
CRAVEY RD		@ 1.57 miles.	Install	Install temporary delineators for broken wing.	SI-2187-15	12/4/15
CRAVEY RD		@ 2.01 miles.	Repair	Repair damaged cattle guard wing.	SI-2167-15	12/9/15
CRAVEY RD		@ 2.01 miles.	Repair Cattle Guard	Weld cattle guard wings back on.	SI-2193-15	12/14/15
CRAVEY RD		@ 0.3 miles.	Install	Install Deer Crossing sign.	SI-2195-15	12/14/15
CRAVEY RD		@ 0.6 miles.	Install	Install Deer Crossing sign.	SI-2194-15	12/14/15
CYPRESS CREEK RD		@ 0.01 miles.	Repair	Repair leaning delineator.	SI-2204-15	12/16/15
FIFTH ST		@ 1.22 miles.	Repair	Repair sign support for Maintenance Ends sign.	SI-2179-15	12/4/15
FLAT ROCK CREEK RD	828	Fabricate at shop.	Fabricate	Fabricate 911 address plate. 106A	SI-2190-15	12/11/15
HAWK RD	117	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2238-15	12/7/15
LITTLE JOSHUA CREEK RE	)	@ 0.25 miles.	Install	Install new delineator.	SI-2202-15	12/16/15
LITTLE JOSHUA CREEK RE	)	@ 0.45 miles.	Install	Install new delineator.	SI-2203-15	12/16/15
LITTLE JOSHUA CREEK RE	)	@ 0.03 miles.	Install	Install new delineator.	SI-2201-15	12/16/15
OLD #9 HWY	16	Fabricate at shop.	Fabricate	Fabricate 911 address plate.	SI-2218-15	12/29/15
POSSUM CREEK RD		@ 1.9 miles.	Install	Install temp fresh oil sign.	SI-2233-15	12/18/15
POSSUM CREEK RD		@ 0.2 miles.	Install	Install temp fresh oil sign.	SI-2231-15	12/18/15
POSSUM CREEK RD		@ 0.8 miles.	Install	Install temp fresh oil sign.	SI-2232-15	12/18/15
POSSUM CREEK RD		@ 2.12 miles.	Install	Install temp fresh oil sign.	SI-2234-15	12/18/15
RIVER BEND RD		@ 0.6 miles.	Repair	Repair sign support for No Parking sign.	SI-2180-15	12/4/15
SHOOTING CLUB RD	106	Fabricate at shop.	Fabricate	Fabricate 911 address plate. 106A	SI-2189-15	12/11/15
TURKEY KNOB RD		@ .01 Miles.	Install sign	Install Stop Sign/Install Street Name sign.	SI-2160-15	12/2/15
TURKEY KNOB RD		Fabricate at shop.	Fabricate	fabricate Turkey Knob Road sign.	SI-2159-15	12/2/15
WALNUT GROVE RD		@ 0.01 miles.	Repair	Repair street name sign turned.	SI-2224-15	12/30/15

Total WO's For Pct 4

Route Address Location Activity Details W.O. No Date

**Total Work Orders** 



COMMISSIONER COURT DATE: 1/25/2016

OPEN SESSION

SUBJECT	Appointment of County Fire Marshal
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830 249-3721 ext. 451
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion and Action on appointment of County Fire Marshal
REASON FOR AGENDA ITEM	Required by Texas Local Government Code Title 11, Subtitle B, Chapter 352 Subchapter B. County Fire Marshal
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

#### LOCAL GOVERNMENT CODE

#### TITLE 11. PUBLIC SAFETY

#### SUBTITLE B. COUNTY PUBLIC SAFETY

#### CHAPTER 352. COUNTY FIRE PROTECTION

#### SUBCHAPTER B. COUNTY FIRE MARSHAL

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

- (b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.
- Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.
- (b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.



COMMISSIONER COURT DATE:	1/25/2016
OPEN SESSION	

SUBJECT	Emergency Services 2015
DEPARTMENT & PERSON MAKING REQUEST	EMS, Rural Fire, Emergency Management - Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Presentation of activities for Emergency Service in 2015
REASON FOR AGENDA ITEM	Presentation of Annual Report of EMS, Fire Departments and other activities throughout 2015
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	County Wide Information
ADDITIONAL INFORMATION	None



<b>COMMISSIONER CO</b>	URT DATE:	1/25/2016
OPEN SESSION		

OF EIG SESSION	
SUBJECT	Open Carry and Concealed Handgun Carry Signage
DEPARTMENT & PERSON MAKING REQUEST	Facilities Maintenance Robert Kinsey
PHONE # OR EXTENSION #	830-249-9343 Ext #380
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Discussion concerning Open Carry and Concealed Handgun Carry signs. Action as necessary.
REASON FOR AGENDA ITEM	Recent legislation
IS THERE DOCUMENTATION	An example will be presented to the Court
WHO WILL THIS AFFECT?	Kendall County office locations affected by recent legislation.
ADDITIONAL INFORMATION	None