



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
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 the Minutes for December 27, 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



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Appointment of Judge Pro Tem
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the appointment of Judge Pro Tem for Kendall County.
REASON FOR AGENDA ITEM	It is customary for the senior commissioner to serve as Judge Pro Tem and two commissioners meet the criteria. Commissioner Pfeiffer has agreed to relinquish the position to Commissioner Elkins.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Cash Summary October 2016
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 2016
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

MONTH ENDING October 31, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ 1,460,952.06	\$ 5,494,922.52	\$ 4,767,894.17	\$ 2,187,980.41
11-Road & Bridge	\$ 1,131,952.03	\$ 102,473.15	\$ 856,153.79	\$ 378,271.39
12-EMS Donations	\$ 11,604.13	\$ 100.00	\$ 1,139.96	\$ 10,564.17
13-Courthouse Security	\$ 20,627.18	\$ 1,942.82	\$ 90.00	\$ 22,480.00
14-Animal Facility Donations	\$ 17,135.99	\$ 651.09	\$ 607.60	\$ 17,179.48
15-Lateral Road & Bridge	\$ 155,802.60	\$ 26,511.80	\$ 150,000.00	\$ 32,314.40
16-Court Reporter Service	\$ 46,506.31	\$ 840.00	\$ 1,431.91	\$ 45,914.40
17-Attorney-Hot Check	\$ 24,038.18	\$ -	\$ 473.15	\$ 23,565.03
19-Records Mgmt (County Clerk)	\$ 59,480.60	\$ 8,695.00	\$ 9,730.00	\$ 58,445.60
20-Law Library	\$ 22,208.87	\$ 1,960.00	\$ 1,743.50	\$ 22,425.37
21-Justice Court Technology	\$ 16,826.06	\$ 1,038.58	\$ -	\$ 17,864.64
22-Justice Court Building Security	\$ 22,754.57	\$ 257.65	\$ -	\$ 23,012.22
23-County & District Technology	\$ 10,558.83	\$ 250.92	\$ -	\$ 10,809.75
24-Alternative Dispute Resolution	\$ 5,075.21	\$ 900.00	\$ -	\$ 5,975.21
25-District Clerk Records Mgmt	\$ 61,576.29	\$ 1,334.53	\$ 4,716.00	\$ 58,194.82
26-County Clerk Rec. Archive Fund	\$ 85,443.08	\$ 8,350.00	\$ -	\$ 93,793.08
27-Vital Statistics Records	\$ 1,571.00	\$ 49.00	\$ -	\$ 1,620.00
28-Pre-Trial Intervention	\$ 17,150.00	\$ 942.00	\$ -	\$ 18,092.00
29-LEOSE Training	\$ 45,391.57	\$ -	\$ 250.00	\$ 45,141.57
33-Juv Probation-State Grant	\$ 33,191.10	\$ 17,566.00	\$ 31,514.26	\$ 19,242.84
34-Juv Probation Title IV E	\$ 2,035.75	\$ -	\$ 130.00	\$ 1,905.75
35-Juvenile Probation	\$ 9,809.00	\$ 190.00	\$ 21,376.49	\$ (11,377.49)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ 26,665.75	\$ 20,093.14	\$ -	\$ 46,758.89
43-Fire Inspection & Permit Fund	\$ 29,111.35	\$ 8,652.00	\$ -	\$ 37,763.35
50-Crime Victims Grant	\$ -	\$ 11,385.92	\$ 34,085.90	\$ (22,699.98)
80-Tobacco Settlement	\$ 15,138.28	\$ -	\$ 1,457.15	\$ 13,681.13
81-Historical Commission	\$ 10,800.22	\$ -	\$ -	\$ 10,800.22
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 275,091.83	\$ 47,451.24	\$ 96,488.02	\$ 226,055.05

KENDALL COUNTY SUMMARY OF CASH BALANCES
MONTH ENDING October 31, 2016

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	\$ 9,760.10	\$ 61,672.37	\$ 60,000.00	\$ 11,432.47
63-Series 2013 UnLimited Tax Road Bond	\$ 47,414.14	\$ 214,113.70	\$ 223,000.00	\$ 38,527.84
64-Series 2014 Limited Tax Refunding	\$ 67,728.78	\$ 177,333.06	\$ 215,000.00	\$ 30,061.84
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ -	\$ 317,011.57	\$ 265,000.00	\$ 52,011.57
71-Herff Road Project	\$ 229,304.17	\$ 1.20	\$ 105,236.76	\$ 124,068.61
72-Law Enforcement Center Project	\$ 240,017.32	\$ 1.83	\$ -	\$ 240,019.15
85-Local S.O. Forfeiture	\$ 2,478.06	\$ 0.02	\$ -	\$ 2,478.08
87-Federal S.O. Forfeiture	\$ 40,249.20	\$ 0.25	\$ 11,768.73	\$ 28,480.72
90-Trust Account	\$ 4,663.20	\$ 0.04	\$ -	\$ 4,663.24
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85

Examined and Approved by Auditor's office

Corinna Speer

Date

1-3-17



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017
OPEN SESSION

SUBJECT	Sales Tax Report
DEPARTMENT & PERSON MAKING REQUEST	Treasurer's office Sheryl D'Spain
PHONE # OR EXTENSION #	830-249-9343 ext. 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Presentation of Sales Tax report
REASON FOR AGENDA ITEM	To report on the portion of sales tax reimbursed from the State Comptroller's office.
IS THERE DOCUMENTATION	Yes, the report is on the County Website under departments, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	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 10, 2017

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

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

In December, Kendall County received collections of \$ 249,243.84 for the month of October 2016. This figure is down 1.66 % from October collections the previous year. Our year-to-date collections are \$ 3,138,814.44 an increase of 7.42 % from last year.

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

Sheryl D'Spain
Treasurer

Sales Tax Report 2016

Sales tax collection for month	Month collection received	Sales Tax Collection 2015	Sales Tax Collection 2016	% change from 2015	% change from previous month collection	2015 sales tax collections Year to date	2016 sales tax collections year to date	% change from 2015
Nov 2015	JANUARY 2016	230,013.56	247,477.61	13.87%	8%	230,013.56	247,477.61	7.59%
Dec 2015	FEBRUARY 2016	303,520.45	316,384.47	4.23%	4%	533,534.01	563,862.08	5.68%
Jan 2016	MARCH 2016	209,022.49	232,802.00	11.37%	-26%	742,556.50	796,664.08	7.28%
Feb 2016	APRIL 2016	204,156.87	212,219.57	3.94%	-9%	946,713.37	1,008,883.65	6.56%
Mar 2016	MAY 2016	260,450.72	274,523.08	5.40%	29%	1,207,164.09	1,283,406.73	6.31%
Apr 2016	JUNE 2016	237,537.22	243,035.55	2.31%	-12.96%	1,444,701.31	1,526,442.28	5.35%
May 2016	JULY 2016	222,656.12	283,474.09	27.31%	16.64%	1,667,357.43	1,809,916.37	8.54%
Jun 2016	AUGUST 2016	294,856.33	294,827.80	0%	4.01%	1,962,213.76	2,104,744.17	7.26%
Jul 2016	SEPTEMBER 2016	248,143.45	270,107.07	8.13%	-8.38%	2,210,357.21	2,374,851.24	12.83%
Aug 2016	OCTOBER 2016	218,160.02	253,879.29	16.37%	-6.39%	2,428,517.23	2,628,730.53	8.24
Sep 2016	NOVEMBER 2016	239,871.97	260,840.07	8.74%	2.74%	2,668,389.20	2,889,570.60	8.28%
Oct 2016	DECEMBER 2016	253,467.97	249,243.84	-1.66%	-4.45%	2,921,857.17	3,138,814.44	7.42%

Total Sales Tax Revenue in Previous Years

2015 \$2,921,857.17

2014 \$2,771,178.56

2013 \$2,476,461.25

2012 \$2,309,641.11

**covering payments from Nov 2015-Oct 2016



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017
OPEN SESSION

SUBJECT	Investment Report 4th Quarter FY 2016 (July, August & September 2016)
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 Investment Report for 4th Quarter FY 2016 (July, August & September 2016).
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is located on the County website under departments, County Treasurer once approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Total interest earned on Kendall County investments for FY 2016

Total Interest earned on Frost account for FY 2016	\$ 278.91
Total Interest earned on Logic for FY 2016	\$ 129,274.64
Total Interest earned on Savings for FY 2016	\$ 600.42
<u>Total Interest earned on CD's for FY 2016</u>	<u>\$ 10,117.24</u>
Total interest earned on investments for FY2016	\$ 140,271.21

Kendall County Investment Summary FY 2016

INTEREST ON INVESTMENTS

4th Qtr July-Sept FY 2016

Total interest on Frost accounts	\$	81.11
Total interest on Logic Accounts	\$	60,254.00
Total interest on savings account	\$	150.82
Total interest on CD's	\$	2,575.28
TOTAL INTEREST	\$	63,061.21

TOTAL INVESTMENTS at QTR END

Total investments in Logic	\$	34,070,244.78
Total investment in Savings	\$	200,000.00
Total invesment in CD's	\$	1,550,000.00
TOTAL INVESTMENTS	\$	35,820,244.78

Investment report examined and approved by the Auditor's office

Columna Spear

Date:

12/19/2016

Investment report prepared by the Treasurer

SD Spear

Date:

1/4/17

CD INVESTMENT LIST

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE
Bank of Sonora	51143	\$250,000.00	1/2/2017	Qtr	0.40%
Blanco	20521	\$250,000.00	1/4/2017	Qtr	0.45%
Blanco	20647	\$250,000.00	5/27/2017	Qtr	0.65%
Centennial Bank (HCSB)	46027	\$50,000.00	11/4/2016	Qtr	0.70%
Hondo	50946	\$250,000.00	1/5/2017	Qtr	0.80%
Randolph Brooks	143831	\$250,000.00	1/8/2017	Monthly	0.95%
Security Service	9080	\$250,000.00	1/19/2017	Monthly	0.70%

CD Interest FY 2016

4th Qtr FY 2016 July-September					Total CD Interest earned	
BANK NAME	ACCT NUMBER	July Int.	Aug. Int.	Sept. Int.		
Bank of Sonora	51143	\$ -	\$ -	\$ 251.37	\$ 251.37	
Blanco	20521	\$ -	\$ -	\$ 283.56	\$ 283.56	
Blanco	20647	\$ -	\$ 409.59	\$ -	\$ 409.59	
Centennial	46027	\$ -	\$ 87.98	\$ -	\$ 87.98	
Hondo	50946	\$ -	\$ 504.11	\$ -	\$ 504.11	
Randolph Brooks	143831	\$ 201.71	\$ 201.71	\$ 195.36	\$ 598.78	
Security Service	9080	\$ 143.44	\$ 148.22	\$ 148.23	\$ 439.89	
				Total Int	\$ 2,575.28	

FROST BANK INTEREST FY 2016

4th Qtr July-Sept FY 2016	Jul. Int	Aug. Int.	Sept. Int	Total Qtr Int Earned
	0.01%	0.01%	0.01%	
Account Name				
General (10)	\$22.45	\$21.39	\$22.82	\$66.66
Local (85)	\$0.02	\$0.02	\$0.02	\$0.06
Federal (87)	\$0.30	\$0.26	\$0.28	\$0.84
2007 Ltd Tax Ob Bond (62)	\$0.30	\$0.13	\$0.08	\$0.51
2013 Unlim Tax Rd Bond (63)	\$0.67	\$0.42	\$0.34	\$1.43
2014 Ltd Tax Ref Bond(64)	\$0.68	\$0.55	\$0.50	\$1.73
Herff Road Project (71)	\$0.89	\$1.71	\$1.73	\$4.33
LEC Project (72)	\$0.00	\$0.60	\$2.12	\$2.72
Trust Account (90)	\$0.00	\$0.75	\$2.08	\$2.83
Total	\$25.31	\$25.83	\$29.97	\$81.11

Logic FY 2016

4th Quarter FY 2016 July-September	Beginning Balance	July Int. .5740%	Aug. Int. .6218%	Sept. Int. .7248%	Deposits	Withdrawals	Ending Qtr. Balance
General	\$13,906,405.26	\$6,622.78	\$6,650.33	\$6,700.94		\$3,500,000.00	\$10,426,379.31
LEC Project	\$22,003,459.23	\$10,479.63	\$11,075.93	\$12,435.50		\$1,150,000.00	\$20,887,450.29
Tobacco Settlement	\$41,866.82	\$20.41	\$22.14	\$24.97			\$41,934.34
2007 Lim Tax Obl	\$298,979.96	\$145.74	\$157.97	\$178.30			\$299,461.97
2013 Unlim Tax Rd Bd	\$436.13	\$0.26	\$0.27	\$0.29			\$436.95
2014 Lim Tax Ref Bond	\$132,985.02	\$64.83	\$70.25	\$79.33			\$133,199.43
2016 LTD Tax Gen Obl	\$216,307.62	\$105.45	\$114.29	\$128.96			\$216,656.32
Trust Account	\$1,484,126.18	\$723.47	\$738.09	\$704.27		\$303,325.00	\$1,182,967.01
Cty Clk Rec Arc	\$160,289.13	\$78.12	\$84.70	\$95.59			\$160,547.54
Federal SO Fort	\$178,317.97	\$86.91	\$94.23	\$98.74		\$20,000.00	\$158,597.85
Courthouse Sec	\$120,216.84	\$58.59	\$63.51	\$71.68			\$120,410.62
Road & Bridge	\$1,197,130.65	\$583.56	\$598.66	\$384.71		\$1,198,000.00	\$697.58
Cty Clk Recs Mgmt	\$360,650.46	\$175.80	\$190.55	\$215.04			\$361,231.85
Juv Prob Title IV	\$80,144.51	\$39.07	\$42.36	\$47.78			\$80,273.72
TOTAL	\$40,181,315.78	\$19,184.62	\$19,903.28	\$21,166.10	\$0.00	6,171,325.00	\$34,070,244.78

**SAVINGS MONEY MARKET ACCOUNT
INVESTMENTS FY 2016**

4th Qtr FY 2016 July-Sept	ACCT NUMBER	INTEREST RATE	BEG. BALANCE	Jul-Sept Int	Deposit	ENDING BALANCE
Centennial	32535		\$200,000.00	\$150.82		\$200,000.00
Savings interest sent to the County						



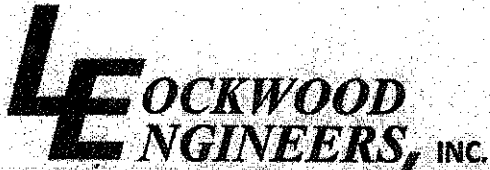
KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
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, 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



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Release Letter of Credit #8747440 Cordillera Ranch Unit 301A
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 of Credit #8747440 for Cordillera Ranch Unit 301A in the amount of \$579,724.00 for water and waste water improvements.
REASON FOR AGENDA ITEM	Release Letter of Credit #8747440 Cordillera Ranch Unit 301A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



CIVIL ENGINEERING & PLANNING

512.260.9100

December 28, 2016

Mr. Rick Tobolka, P.E.
Kendall County Development Manager
201 E. San Antonio St., Suite 101
Boerne, TX 78006

Subject: Cordillera Ranch, Unit 301A
Letter of Credit Release

Dear Mr. Tobolka:

The water & wastewater improvements within the subject project are substantially complete.

CR/KWW Partnership, Ltd. requests the release of Letter of Credit #8747440 in the amount of \$579,724.00 that is securing those utility improvements. Please place this request on the agenda for the January 09, 2017 Commissioner's Court meeting if possible.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred C. Lockwood', is written over the word 'Sincerely'.

Fred C. Lockwood, P.E.

February 26, 2016

Irrevocable Letter of Credit in the amount of \$579,724.00 Unit 301A, 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. 8747440 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Five Hundred Seventy Nine Thousand Seven Hundred Twenty Four Dollars and Zero Cents (\$579,724.00) expiring 02/25/2017 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/KWW Partnership, Ltd." has failed to complete certain subdivision improvements consisting of the construction of water and wastewater improvements (the "Improvements") for Unit 301A, 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/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the 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. 8747440 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

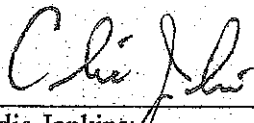
accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds 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, TX 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:
Sr. Vice President

Address of Developer:

CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Release Letter of Credit #8747430 Cordillera Ranch Unit 301B
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 of Credit #8747430 for Cordillera Ranch Unit 301B in the amount of \$276,044.00 for water and waste water improvements.
REASON FOR AGENDA ITEM	Release Letter of Credit #8747430 Cordillera Ranch Unit 301B
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



CIVIL ENGINEERING & PLANNING

512.260.9100

December 28, 2016

Mr. Rick Tobolka, P.E.
Kendall County Development Manager
201 E. San Antonio St., Suite 101
Boerne, TX 78006

Subject: Cordillera Ranch, Unit 301B
Letter of Credit Release

Dear Mr. Tobolka:

The water & wastewater improvements within the subject project are substantially complete.

CR/KWW Partnership, Ltd. requests the release of Letter of Credit #8747430 in the amount of \$276,044.00 that is securing those utility improvements. Please place this request on the agenda for the January 09, 2017 Commissioner's Court meeting if possible.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Fred C. Lockwood', is written over a horizontal line.

Fred C. Lockwood, P.E.



February 26, 2016

Irrevocable Letter of Credit in the amount of \$276,044.00 Unit 301B, 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. 8747430 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Two Hundred Seventy Six Thousand Forty Four Dollars and Zero Cents (\$276,044.00) expiring 02/25/2017 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/KWW Partnership, Ltd." has failed to complete certain subdivision improvements consisting of the construction of water and wastewater improvements (the "Improvements") for Unit 301B, 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/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the 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. 8747430 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

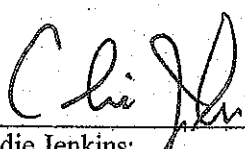
accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds 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, Tx 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:
Sr. Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006

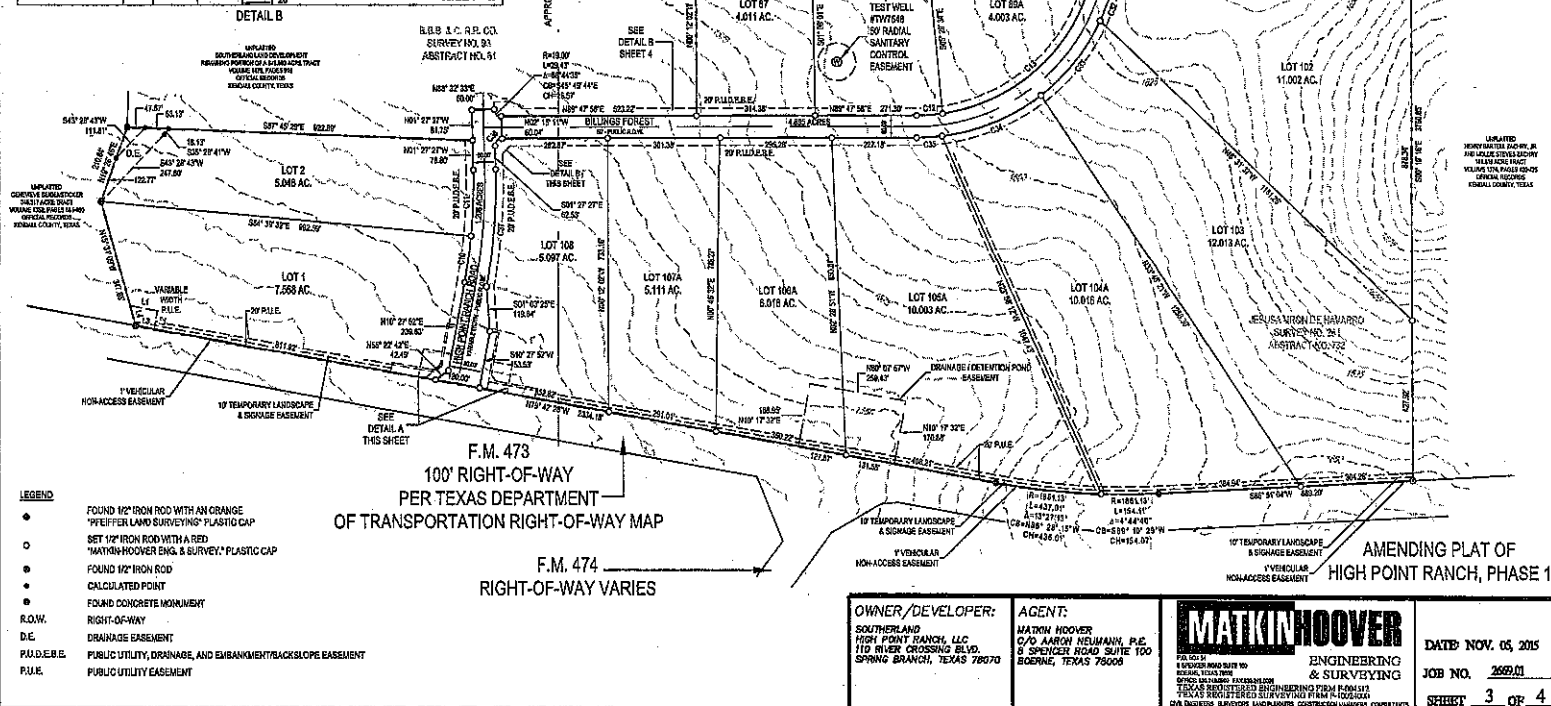
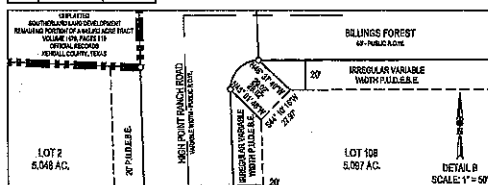
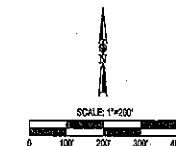
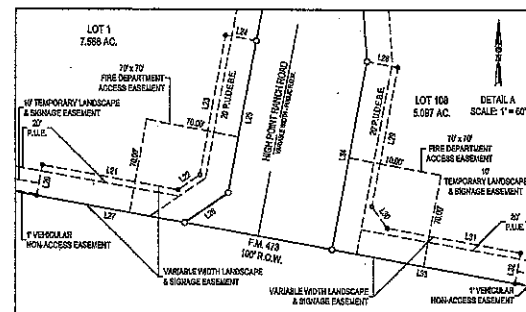


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Amending Plat Lot 1 High Point Ranch Subdivision Phase 1
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 Lot 1 High Point Ranch Subdivision Phase 1 creating Lot 1A in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the amending plat is to record locations of fire department and Cow Creek Groundwater Conservation District access easement (John Patrick & Hannah Velez Cliatt).
REASON FOR AGENDA ITEM	Amending Plat Lot 1 High Point Ranch Subdivision Phase 1
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C10	1470.00	126.30	0°52'29"	N07°58'30"E	126.30
C11	1470.00	178.50	0°53'51"	N01°58'56"E	178.49
C12	483.00	58.51	0°14'45"	N88°49'30"E	58.49
C13	483.00	548.52	0°11'11"	N11°47'38"E	530.39
C14	1092.00	230.30	1°03'01"	N10°19'32"E	229.87
C20	1152.00	276.68	1°16'56"	S06°09'45"W	276.68
C31	1152.00	8.58	0°19'54"	S18°12'15"W	8.58
C32	543.00	40.58	0°23'02"	S28°30'05"W	40.51
C33	543.00	257.79	2°11'53"	S34°30'04"W	258.39
C34	543.00	289.41	30°22'15"	S87°12'06"W	285.09
C35	543.00	67.58	7°09'43"	S88°13'07"W	67.83
C36	16.00	30.26	91°19'28"	S84°10'15"W	27.16
C37	1530.00	316.38	1°15'51"	S04°52'15"W	317.79

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S78° 42' 28"E	74.18'
L2	S10° 17' 32"W	50.00'
L3	N70° 42' 28"W	50.00'
L4	N15° 31' 09"W	55.54'



LOT 2
HIGH POINT RANCH, PHASE 1
VOLUME 8, PAGES 86-89
PLAT RECORDS
KENDALL COUNTY, TEXAS

S84° 39' 32"E 992.59'

N15° 13' 13" W 341.85'

LOT 1A
7.568 AC.
B.B.B. & C. R.R. CO.
SURVEY NO. 93
ABSTRACT NO. 61

VARIABLE
WIDTH
P.U.E.

L1

L2

L3

1' VEHICULAR
NON-ACCESS EASEMENT

20' P.U.E.

N79° 42' 28"W 811.92'

10' TEMPORARY LANDSCAPE
& SIGNAGE EASEMENT

WELL # W7656
50' SANITARY
CONTROL EASEMENT

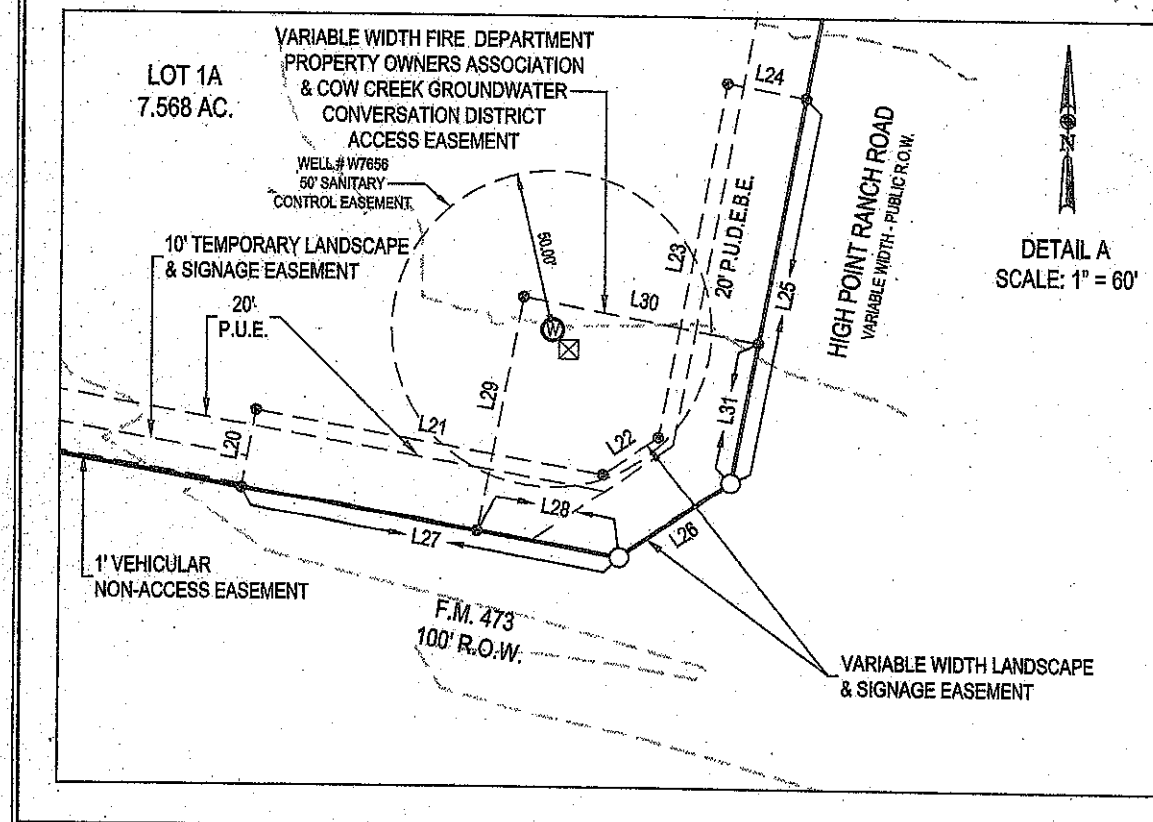
20' P.U.E.

S10° 27' 52"W 239.63'

S55° 22' 42"W
42.49'

F.M. 473
100' RIGHT-OF-WAY
PER TEXAS DEPT. OF TRANSPORTATION

L23	N10° 27' 52" E	113.88'
L24	S79° 32' 08" E	25.00'
L25	S10° 27' 52" W	123.81'
L26	S55° 22' 42" W	42.49'
L27	N79° 42' 28" W	120.00'
L28	N79° 42' 28" W	28.33'
L29	N10° 27' 52" E	75.72'
L30	S79° 21' 48" E	75.00'
L31	S10° 27' 52" W	45.27'



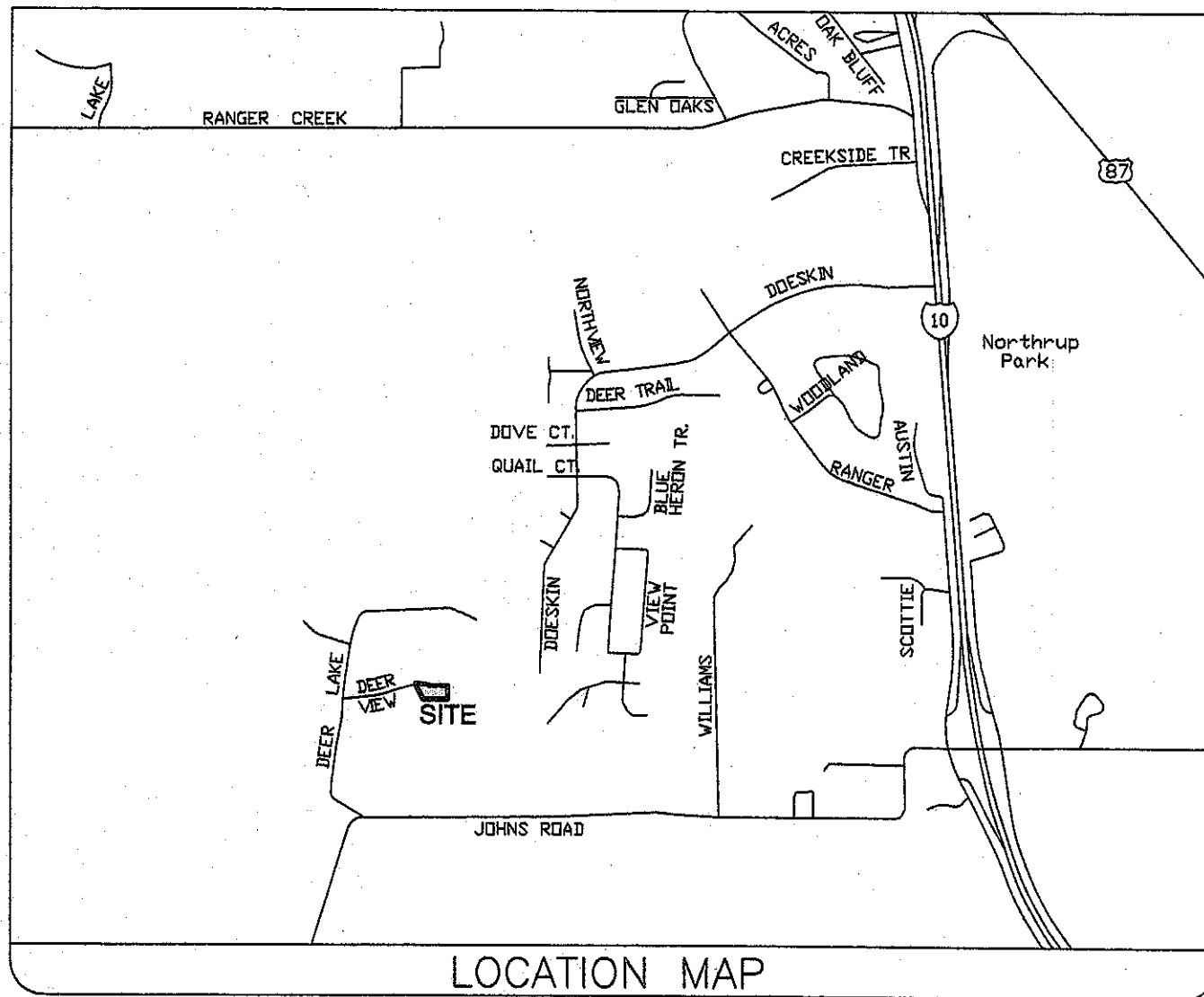
LEGEND

- CALCULATED POINT
- FOUND 1/2" IRON RC "PFEIFFER LAND SURVEY"
- FOUND 1/2" IRON RC "MATKIN-HOOVER EASEMENT"
- P.U.D.E.B.E. PUBLIC UTILITY, DRIVEWAY, EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ⊙ WELL
- ⊠ STORAGE TANK



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Plat Revision Lot 9B Deer Lake Subdivision
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 Plat Revision of Lot 9B in Deer Lake Subdivision in accordance to section 209 of the Kendall County Development Rules and Regulations. The proposed Plat Revision will create two Lots 9B-1 (3.571 acres) and 9B-2 (11.708 acres) out of the parent Lot 9B. Relief from minimum road frontage was granted by Commissioner's Court on December 27, 2016 (Jeffrey W. & Nancy S. Dockery).
REASON FOR AGENDA ITEM	Plat Revision Lot 9B Deer Lake Subdivision
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #1
ADDITIONAL INFORMATION	None





SCALE: 1" = 100'

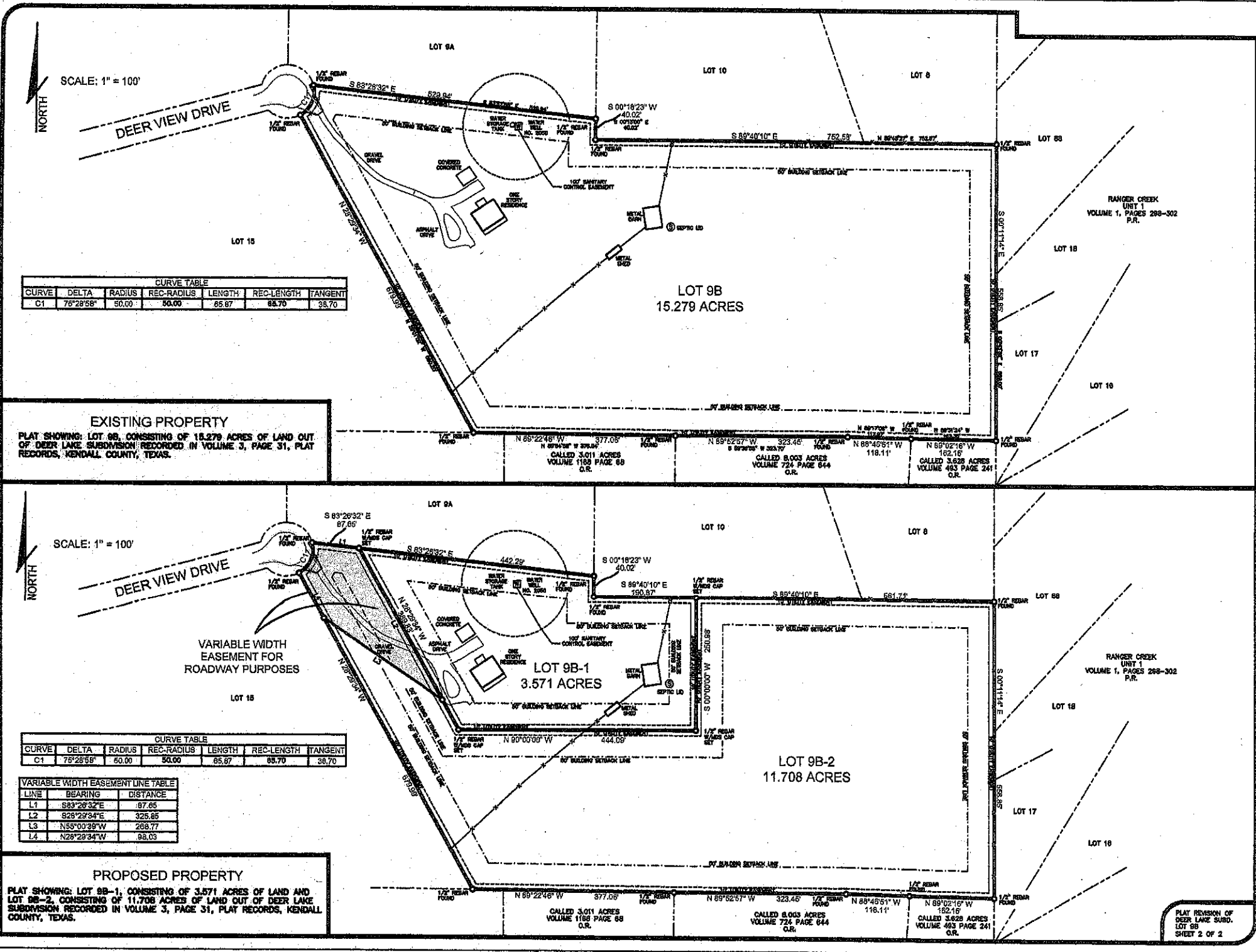
CURVE TABLE						
CURVE	DELTA	RADIUS	REC-RADIUS	LENGTH	REC-LENGTH	TANGENT
C1	75°28'58"	50.00	50.00	65.67	66.70	36.70

EXISTING PROPERTY
 PLAT SHOWING: LOT 9B, CONSISTING OF 15.279 ACRES OF LAND OUT OF DEER LAKE SUBDIVISION RECORDED IN VOLUME 3, PAGE 31, PLAT RECORDS, KENDALL COUNTY, TEXAS.

CURVE TABLE						
CURVE	DELTA	RADIUS	REC-RADIUS	LENGTH	REC-LENGTH	TANGENT
C1	75°28'58"	50.00	50.00	65.67	66.70	36.70

VARIABLE WIDTH EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S83°28'32"E	67.65
L2	S28°29'34"E	325.65
L3	N55°00'35"W	268.77
L4	N28°28'34"W	98.03

PROPOSED PROPERTY
 PLAT SHOWING: LOT 9B-1, CONSISTING OF 3.571 ACRES OF LAND AND LOT 9B-2, CONSISTING OF 11.708 ACRES OF LAND OUT OF DEER LAKE SUBDIVISION RECORDED IN VOLUME 3, PAGE 31, PLAT RECORDS, KENDALL COUNTY, TEXAS.





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Resolution to apply for a CDBG
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the required Resolution to apply for a 2017 - 2018 Texas Community Development Block Grant.
REASON FOR AGENDA ITEM	Grant requirement
IS THERE DOCUMENTATION	Yes - Resolution
WHO WILL THIS AFFECT?	The Public
ADDITIONAL INFORMATION	None

RESOLUTION

A RESOLUTION OF KENDALL COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, KENDALL COUNTY desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist within the community which represent a potential risk to the public health and safety;

WHEREAS, it is necessary and in the best interests of KENDALL COUNTY to apply for funding under the 2017-2018 Texas Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That a Texas Community Development Block Grant application is hereby authorized to be filed with the Texas Department of Agriculture for funding consideration under the Community Development Fund;
- Section 2. That the County's application be placed into competition for funding under the Community Development Fund.
- Section 3. That the application be for up to \$275,000 of grant funds to carry out water improvements benefitting the residents in the Comfort area through the Kendall County WCID No. 1;
- Section 4. That all funds be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements
- Section 5. That the County Judge is designated as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Texas Community Development Block Grant Program, including execution of an Interlocal Service Agreement with the Kendall County WCID No. 1 regarding the construction, transfer, maintenance, and operation of the facilities constructed through this program and the provision of service to households benefitting from this program..

PASSED AND APPROVED ON THIS THE _____ DAY OF January, 2017.

ATTEST:

County Judge

County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Intergovernmental Agreement
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the intergovernmental agreement between Kendall County and the Kendall County WCID #1 for the 2017 - 2018 Texas Community Development Block Grant.
REASON FOR AGENDA ITEM	Grant Requirement
IS THERE DOCUMENTATION	Yes - Intergovernmental Agreement
WHO WILL THIS AFFECT?	The Public
ADDITIONAL INFORMATION	None

THE STATE OF TEXAS §

INTERGOVERNMENTAL AGREEMENT

COUNTY OF KENDALL §

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between the KENDALL COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as the DISTRICT, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2017-2018 Community Development Block Grant Program – Community Development Fund contract to construct a public water system improvements project on behalf of the DISTRICT benefitting the community of Comfort if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from February 9, 2017, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the DISTRICT, and TDA.
4. Provide pre-bid project design and change orders to the DISTRICT for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the DISTRICT, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the DISTRICT upon acceptance by the COUNTY of the Certificate of Construction Completion.
8. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

Parties agree that the DISTRICT shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under DISTRICT control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
5. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the COUNTY in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the DISTRICT is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the DISTRICT.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Provide any GRANT matching funds that it has separately committed in writing through its Board of Directors.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the DISTRICT or any third party, and the DISTRICT hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

KENDALL COUNTY, TEXAS

KENDALL COUNTY WCID NO. 1

Darrel L. Lux
County Judge

Randolph Bohnert
PRESIDENT OF THE BOARD

ATTEST:

Darlene Herrin
County Clerk

BOARD SECRETARY



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 1/9/2017 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	1 MINUTE (Tax Assessor Collector will not be present unless requested)
WORDING OF AGENDA ITEM	Presentation of County Tax Assessor-Collector Continuing Education Transcript for 2016 as evidence of compliance with Texas Property Tax Code Section 6.23(d), V.T.C.A.
REASON FOR AGENDA ITEM	Presentation of County Tax Assessor-Collector Continuing Education Transcript for 2016 as evidence of compliance with Texas Property Tax Code Section 6.23(d), V.T.C.A.
IS THERE DOCUMENTATION	YES
WHO WILL THIS AFFECT?	KENDALL COUNTY
ADDITIONAL INFORMATION	NONE



**TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT**
Reporting Period: 1/1/2016 - 12/31/2016

COPY

Hon. James A. Hudson, Jr.
Tax Assessor Collector
Kendall County
PO Box 1377
Boerne, TX 78006-1377

ID: 9474
Phone: (30) 249-9343 x270
Fax: (830) 249-1689
Enrollment Date: 01/01/2016

<u>Date</u>	<u>Course</u>	<u>Units</u>
01/01/2016	Excess hours carried from 2015	10.00
09/27/2016	Manufactured Housing & Boat and Motor Titling & Registration	1.00
09/27/2016	Personnel Management in the Public Sector	2.00
11/14/2016	VG Young School for County Tax Assessor-Collectors	13.00
11/16/2016	Texas Law Making	4.00

Total Hours for year: 30.00

**You have met your continuing education requirements for the
period 1/1/2016 - 12/31/2016.**

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 8.231(d) and must be filed for record with Commissioners Court.

12/13/2016

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

16.

The County Tax Assessor-Collector's Continuing Education Transcript for 2016 was received by the Court as evidence of compliance with Texas Property Tax Code Section 6.23(d) V.T.C.A.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 1/9/2017
OPEN SESSION

SUBJECT	Kendall County Brush Site Grinder
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 one time grinding contract to grind existing brush pile at the Kendall County Brush Site. The purpose of the contract is to eliminate brush pile while tub grinder is under repair.
REASON FOR AGENDA ITEM	Kendall County Brush Site Grinder
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Brush Site
ADDITIONAL INFORMATION	None

AUSTIN WOOD RECYCLING
3875 E. Whitestone Blvd.
Cedar Park, TX 78613



Ph: (512) 259-7430 Fx: (512) 259-6482
info@austinwoodrecycling.com
www.austinwoodrecycling.com

January 5, 2017

Richard Tobolka
Kendall County
201 E. San Antonio Street, Suite 101
Borne, TX 78006
Phone: 830-331-8250
Email: Richard.tobolka@co.kendall.tx.us

RE: KENDALL COUNTY BRUSH SITE

(NOTE: Final price will be based on total acreage size. If prior arrangements have been made negating the above statement, the details will be enclosed in this proposal.)

Austin Wood Recycling proposes to grind wood waste material. Please note these prices are figured for **loose, non-compacted wood waste disposal only**. Dirt, rock and/or any other foreign or man-made materials are not included in this bid. **NOTE: Grinding operations may cause a dusty environment. If customer pushes brush too close to housing (i.e. +/- 300 feet), causing the need for a water truck to suppress the dust, there will be an extra charge for Austin Wood Recycling to supply one. However, Contractor may provide their own, at no cost to Austin Wood Recycling, and in no case may it slow down our grinding operation. Please sign and return this proposal for our files.** Your options are as follows:

Grind Only:

We will grind and leave the mulch where it drops. The general contractor is responsible for all clearing, grubbing & pushing material. Material must be free of rock & dirt as possible. Brush piles should be pushed into loose piles which are easily accessible for a low clearance (low boy style) tub grinder. The cost for this service will be:

Option #1: Grind and regrind existing brush through 2" screens. Leave mulch onsite.

\$15,185.00 plus tax if applicable

Option #2: Grind Existing brush through 3" screens. Leave mulch onsite.

\$10,820.00 plus tax if applicable

Prices include any and all supervision, insurance, equipment and labor.

Prices do not include the removal of rock and dirt.

PLEASE NOTE: QUOTED PRICES ARE GOOD FOR ONLY 60 DAYS.

ALL INVOICES ARE DUE 10 DAYS UPON RECEIPT.

Invoices Past 30 Days Will Be Assessed Finance Charges Equal To 18% Annual Interest (1.5% Monthly)

VENUE FOR ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE TRAVIS COUNTY, TEXAS.

Approved & Accepted (PLEASE COMPLETE INFO BELOW & RETURN FOR OUR FILES):

Signed: _____ Name (printed): _____

Title: _____ Date: _____

Physical jobsite address: _____

Name of Project Owner: _____

Owner Address: _____

Ph/Fax/Email: _____

Sincerely,
Clint Welch
Division 1 Manager
AUSTIN LAND SERVICE
AUSTIN WOOD RECYCLING

Hoss Land Services LLC



515 Kelly Creek Rd.
Bulverde, TX 78163
PH: 830.980.8610
FAX: 830.438.1178

ESTIMATE

Date 1/4/2017
Estimate # 937

Name / Address

Kendall County
Boerne, TX

Project Location Boerne, TX

Project Kendall County brush grinding

Description	Price Per Acre
Grind for Kendall County (qty is the wood at yard 1/4/2017) single grind using 5 inch screens	5,500.00
Re-grind single ground mulch using 2.25 inch screens	3,000.00
Sales Tax	8.25%

NA



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 1/9/2017 OPEN SESSION	
SUBJECT	Assignment of Office Locations
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning assignment of office locations.
REASON FOR AGENDA ITEM	Creation of the Criminal District Attorney
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Offices in County buildings
ADDITIONAL INFORMATION	None