



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/12/2017  
OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Minutes for May 22, 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meeting.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/12/2017  
OPEN SESSION**

<b>SUBJECT</b>	Kendall County 4-H Recognition
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Texas A&M AgriLife Extension Service Jana Osbourn, Extension Agent
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 362
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Recognition of accomplishments of Kendall County 4-H students.
<b>REASON FOR AGENDA ITEM</b>	Recognize students for their achievements.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	FY2017 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of amending the FY2017 budget through new revenue certification and budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Any department needing a budget adjustment
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2017

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

DISTRICT CLERK:

10-450-54620	LEASE - OFFICE EQUIPMENT	+	800
10-450-52020	GROUP INSURANCE	-	800

JUSTICE OF THE PEACE #2:

10-456-54620	LEASE - OFFICE EQUIPMENT	+	415
10-456-53100	OFFICE SUPPLIES	-	415

COUNTY AUDITOR:

10-495-51020	APPOINTED OFFICIALS	+	2,000
10-495-54061	COUNTY APPRAISAL DISTRICT	-	2,000

HUMAN RESOURCES:

10-496-54810	DUES	+	6
10-496-53100	OFFICE SUPPLIES	-	6

COURTHOUSE & RELATED BLDGS:

10-510-53360	UNIFORMS	+	1,000
10-510-54240	INTERNET SERVICES	+	5,000
10-510-54200	TELEPHONE	-	6,000

RURAL FIRE:

10-545-53360	UNIFORMS	+	100
10-545-54220	RADIO AIR TIME	-	100

COUNTY SOLID WASTE:

10-595-53360	UNIFORMS	+	150
10-402-54620	LEASE - OFFICE EQUIPMENT	-	150

COUNTY BRUSH SITE:

10-596-53360	UNIFORMS	+	250
10-402-54620	LEASE - OFFICE EQUIPMENT	-	250

RECYCLING:

10-597-53360	UNIFORMS	+	200
10-402-54620	LEASE - OFFICE EQUIPMENT	-	200

ROAD & BRIDGE FUND:

11-620-53330	OPERATING	+	5,000
11-620-53300	FUEL & OIL	-	5,000

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JUNE 12, 2017

**THE FOLLOWING BUDGET AMENDMENTS WILL INCREASE THE GENERAL FUND BUDGET THROUGH CERTIFICATION OF A NEW REVENUE SOURCE.**

REVENUE:

10-361-46060	INSURANCE PROCEEDS	+	21,010
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EXPENSE:

10-542-54540	VEHICLE - REPAIR & MAINT	+	2,914
10-547-54540	VEHICLE - REPAIR & MAINT	+	18,096

**THE FOLLOWING BUDGET AMENDMENTS WILL INCREASE THE GENERAL FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.**

REVENUE:

10-390-46750	FUND BALANCE TO BE EXPENDED	+	168,528
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EXPENSE:

10-435-54020	LEGAL	+	80,000
10-455-54092	INTERPRETER	+	1,000
10-457-54089	SPECIAL COURT REPORTER	+	1,500
10-457-54092	INTERPRETER	+	1,500
10-470-51010	ELECTED OFFICIALS	+	12,808
10-510-54240	INTERNET SERVICES	+	4,720
10-510-54500	BUILDINGS - REPAIR & MAINT	+	10,000
10-512-56072	PRISONER HOUSING	+	50,000
10-596-54610	RENT - PROPERTY/LAND	+	7,000



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/12/2017  
OPEN SESSION**

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



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Investment Report 2nd Quarter FY 2017 (Jan, Feb & March)
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve Investment Report for 2nd Quarter FY 2017 (Jan, Feb & March)
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court
<b>IS THERE DOCUMENTATION</b>	Yes, the report is located on the County website under departments, County Treasurer once approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

Kendall County Investment Summary FY 2017

**INTEREST ON INVESTMENTS**

**2nd Qtr Jan-Mar FY 2017**

Total interest on Frost accounts	\$	986.91
Total interest on Logic Accounts	\$	107,253.89
Total interest on savings account	\$	147.95
Total interest on CD's	\$	2,991.85
<b>TOTAL INTEREST</b>	<b>\$</b>	<b>111,380.60</b>

**TOTAL INVESTMENTS at QTR END**

Total investments in Logic	\$	43,367,023.00
Total Investment in Savings	\$	200,000.00
Total invesment in CD's	\$	1,545,000.00
<b>TOTAL INVESTMENTS</b>	<b>\$</b>	<b>45,112,023.00</b>

Investment report examined and approved by the Auditor's office

Corinna Speer Date: 6/5/17

Investment report prepared by the Treasurer \_\_\_\_\_

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



## FROST BANK INTEREST FY 2017

2nd Qtr Jan-Mar FY 2017	Jan. Int	Feb. Int.	Mar. Int	Total Qtr Int Earned
	0.01%	0.01%	0.01%	
Account Name				
<b>General (10)</b>	\$437.56	\$313.09	\$212.76	\$963.41
<b>Local (85)</b>	\$0.31	\$0.29	\$0.52	\$1.12
<b>Federal (87)</b>	\$3.67	\$2.83	\$0.41	\$6.91
<b>2007 Ltd Tax Ob Bond (62)</b>	\$0.15	\$0.07	\$0.06	\$0.28
<b>2013 Unlim Tax Rd Bond (63)</b>	\$0.46	\$0.22	\$0.18	\$0.86
<b>2014 Ltd Tax Ref Bond(64)</b>	\$0.38	\$0.19	\$0.14	\$0.71
<b>2016 Ltd Tax Gen Ob Bond(65)</b>	\$0.67	\$0.33	\$0.25	\$1.25
<b>Herff Road Project (71)</b>	\$2.14	\$1.73	\$1.74	\$5.61
<b>LEC Project (72)</b>	\$0.51	\$0.51	\$1.15	\$2.17
<b>Trust Account (90)</b>	\$1.53	\$1.42	\$1.64	\$4.59
<b>Total</b>	\$447.38	\$320.68	\$218.85	\$986.91



**CD INVESTMENT LIST**

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE	
Bank of Sonora	51143	\$250,000.00	1/2/2018	Qtr	0.40%	
Blanco	20521	\$250,000.00	1/4/2018	Qtr	0.45%	
Blanco	20647	\$250,000.00	5/27/2017	Qtr	0.65%	
Centennial Bank (HCSB)	46027	\$50,000.00	11/4/2018	Qtr	0.70%	
Hondo	50946	\$250,000.00	9/5/2018	Qtr	0.80%	
Randolph Brooks	143831	\$245,000.00	1/8/2018	Monthly	1.05%	
Security Service	9080	\$250,000.00	1/19/2018	Monthly	0.90%	

## CD Interest FY 2017

2nd Qtr 2017 January- March					Total CD interest earned
BANK NAME	ACCT NUMBER	Jan. Int.	Feb Int.	Mar Int.	
<b>Bank of Sonora</b>	<b>51143</b>			\$ 246.57	\$ 246.57
<b>Blanco</b>	<b>20521</b>			\$ 277.40	\$ 277.40
<b>Blanco</b>	<b>20647</b>		\$ 409.59		\$ 409.59
<b>Centennial Bank</b>	<b>46027</b>		\$ 88.07		\$ 88.07
<b>Hondo **</b>	<b>50946</b>	\$ 334.25		\$ 493.15	\$ 827.40
<b>Randolph Brooks</b>	<b>143831</b>	\$ 214.84	\$ 197.34	\$ 218.49	\$ 630.67
<b>Security Service</b>	<b>9080</b>	\$ 148.45	\$ 191.10	\$ 172.60	\$ 512.15
				Total Int	\$ 2,991.85
** CD Matured Jan 4, 2017-pd interest, \$493.15 interest Jan. 5-April 4 2017					

**SAVINGS MONEY MARKET ACCOUNT  
INVESTMENTS FY 2017**

2nd Qtr FY 2017 Jan-March	ACCT NUMBER	INTEREST RATE	BEG. BALANCE	Jan-Mar Int.	Deposit	ENDING BALANCE
Centennial(HCSB)	32535	0.30%	\$200,000.00	\$147.95		\$200,000.00
* Savings interest sent to the County						



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Cash Summary March 2017
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary for March 2017
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

KENDALL COUNTY SUMMARY OF CASH BALANCES  
MONTH ENDING March 31, 2017

Funds	Beg Balance	Receipts (Includes Journal Entries and Transfers In)	Disbursements (Includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ (309,377.75)	\$ 1,847,701.72	\$ 1,819,979.48	\$ (281,655.51)
11-Road & Bridge	\$ 62,482.79	\$ 295,389.44	\$ 94,602.30	\$ 263,269.93
12-EMS Donations	\$ 14,955.79	\$ -	\$ 139.96	\$ 14,815.83
13-Courthouse Security	\$ 25,724.37	\$ 2,213.09	\$ 152.28	\$ 27,785.18
14-Animal Facility Donations	\$ 69,408.80	\$ 2,202.66	\$ 767.46	\$ 70,844.00
15-Lateral Road & Bridge	\$ 31,548.38	\$ -	\$ 128.93	\$ 31,419.45
16-Court Reporter Service	\$ 43,594.24	\$ 765.00	\$ 5,082.10	\$ 39,277.14
17-Attorney-Hot Check	\$ 20,877.70	\$ 180.83	\$ 11,458.48	\$ 9,600.05
19-Records Mgmt (County Clerk)	\$ 86,364.06	\$ 8,390.00	\$ 550.71	\$ 94,203.35
20-Law Library	\$ 24,691.06	\$ 1,785.00	\$ -	\$ 26,476.06
21-Justice Court Technology	\$ 21,489.81	\$ 1,435.77	\$ -	\$ 22,925.58
22-Justice Court Building Security	\$ 23,916.52	\$ 356.94	\$ -	\$ 24,273.46
23-County & District Technology	\$ 11,264.36	\$ 251.45	\$ -	\$ 11,515.81
24-Alternative Dispute Resolution	\$ 785.00	\$ 845.00	\$ -	\$ 1,630.00
25-District Clerk Records Mgmt	\$ 57,466.50	\$ 1,496.44	\$ 216.00	\$ 58,746.94
26-County Clerk Rec. Archive Fund	\$ 128,575.22	\$ 8,090.00	\$ 138.07	\$ 136,527.15
27-Vital Statistics Records	\$ 1,804.00	\$ 43.00	\$ -	\$ 1,847.00
28-Pre-Trial Intervention	\$ 21,041.00	\$ 1,470.00	\$ -	\$ 22,511.00
29-LEOSE Training	\$ 51,228.08	\$ -	\$ 821.96	\$ 50,406.12
33-Juv Probation-State Grant	\$ 22,136.62	\$ 17,565.87	\$ 18,477.09	\$ 21,225.40
34-Juv Probation Title IV E	\$ 1,465.33	\$ 60.08	\$ 58.35	\$ 1,467.06
35-Juvenile Probation	\$ (86,744.36)	\$ 295.00	\$ 14,366.00	\$ (100,815.36)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ 47,924.07	\$ 250.00	\$ -	\$ 48,174.07
43-Fire Inspection & Permit Fund	\$ 63,286.35	\$ 5,123.28	\$ -	\$ 68,409.63
50-Crime Victims Grant	\$ (33,608.71)	\$ -	\$ 13,332.33	\$ (46,941.04)
80-Tobacco Settlement	\$ 3,113.25	\$ -	\$ 108.84	\$ 3,004.41
81-Historical Commission	\$ 10,820.22	\$ -	\$ -	\$ 10,820.22
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 205,115.07	\$ 44,981.15	\$ 700.00	\$ 249,396.22

KENDALL COUNTY SUMMARY OF CASH BALANCES  
MONTH ENDING March 31, 2017

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	\$ 3,895.26	\$ 5,673.44	\$ -	\$ 9,568.70
63-Series 2013 UnLimited Tax Road Bond	\$ 12,916.31	\$ 20,052.08	\$ -	\$ 32,968.39
64-Series 2014 Limited Tax Refunding	\$ 10,586.92	\$ 16,189.01	\$ -	\$ 26,775.93
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 17,973.52	\$ 29,065.24	\$ -	\$ 47,038.76
71-Herff Road Project	\$ 13,869.81	\$ 1.74	\$ 4,037.50	\$ 9,834.05
72-Law Enforcement Center Project	\$ 175,256.93	\$ 1.15	\$ 87,368.58	\$ 87,889.50
85-Local S.O. Forfeiture	\$ 2,478.89	\$ 13,424.22	\$ -	\$ 15,903.11
87-Federal S.O. Forfeiture	\$ 3,223.74	\$ 0.41	\$ 1,180.91	\$ 2,043.24
90-Trust Account	\$ 10,860.44	\$ 1.64	\$ 485.00	\$ 10,377.08
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85

Examined and Approved by Auditor's office

*Corinna Speer*

Date *6/5/17*





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Announce the winners of the Weight Loss Challenge
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Michelle Lux, Human Resources, Benefit Coordinator
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 601
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Announce the winners of the 9th Annual Weight Loss Challenge and draw for prizes for the participants donated by Alamo Insurance Agency.
<b>REASON FOR AGENDA ITEM</b>	To recognize our participants for their achievements toward working to maintain a health lifestyle.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County Employees
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 6/12/2017  
OPEN SESSION**

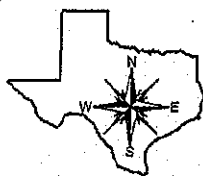
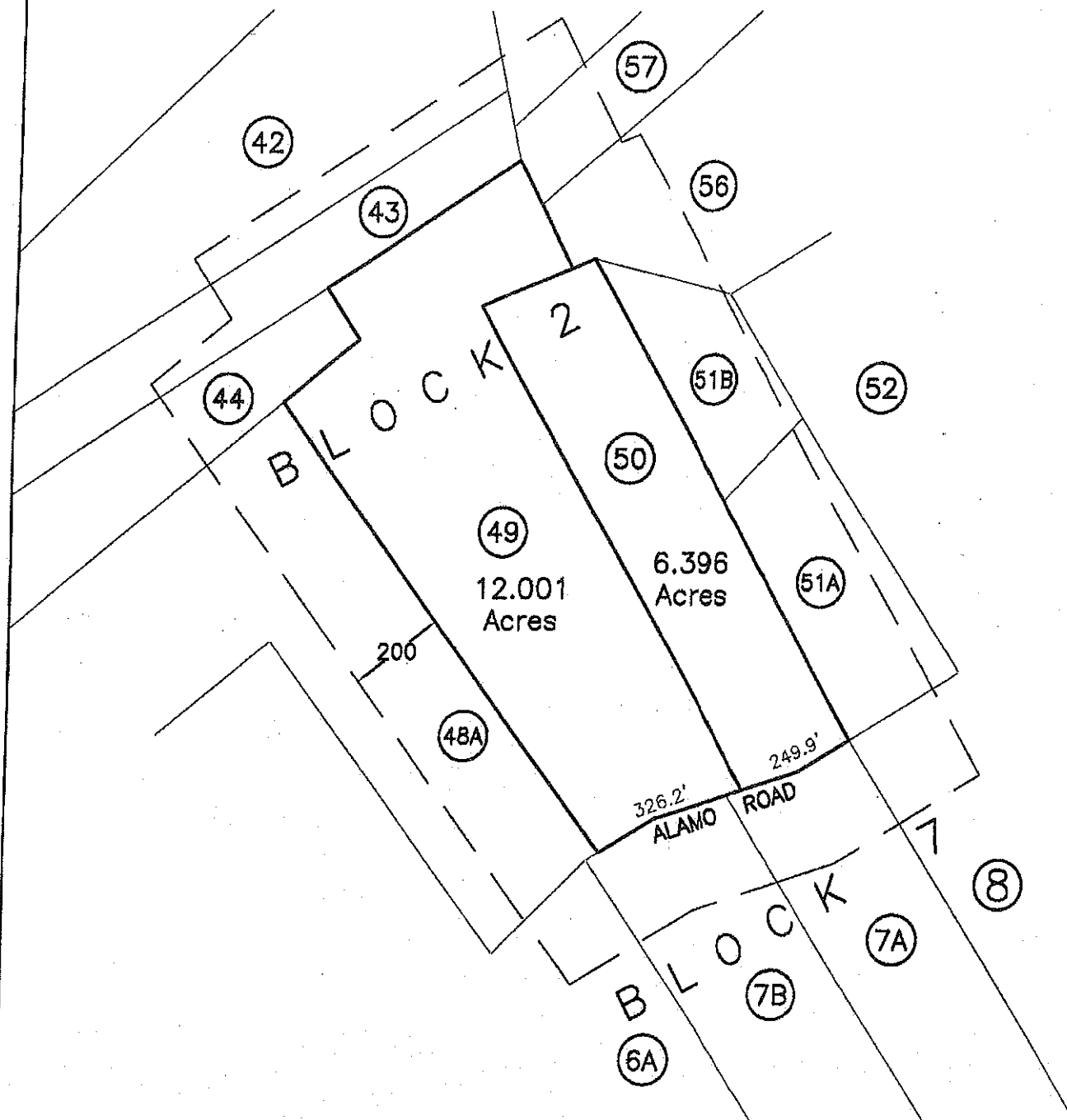
<b>SUBJECT</b>	Naming of private drive for 911 addressing
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management Mike Howle GIS/911 coordinator
<b>PHONE # OR EXTENSION #</b>	830.331.8245
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on naming a private drive off of Grape Creek Rd. (Eddies Way) so that addresses can be issued to multiple owners.
<b>REASON FOR AGENDA ITEM</b>	Addressing
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Public Hearing Plat Revision Alamo Springs Ranch Block 2 Lots 49 & 50
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	(9:15 a.m.) Public hearing on the application filed by Jane Trees & William L. Chivers for the proposed revision of the subdivision plat for Alamo Springs Ranch, Block 2, Lots 49 & 50 filed in Volume 2, page 132 of the plat records of Kendall County, Texas. The proposed plat revision would create three tracts: one tract of +/- 3.0 acres, one tract of +/- 8.0 acres, and one tract of +/- 7.0 acres.
<b>REASON FOR AGENDA ITEM</b>	Public Hearing Plat Revision Alamo Springs Ranch Block 2 Lots 49 & 50
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None

# EXISTING TRACTS



**Schwarz**  
*Land Surveying &  
Development, Inc.*

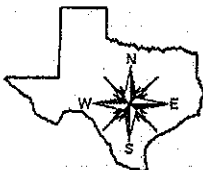
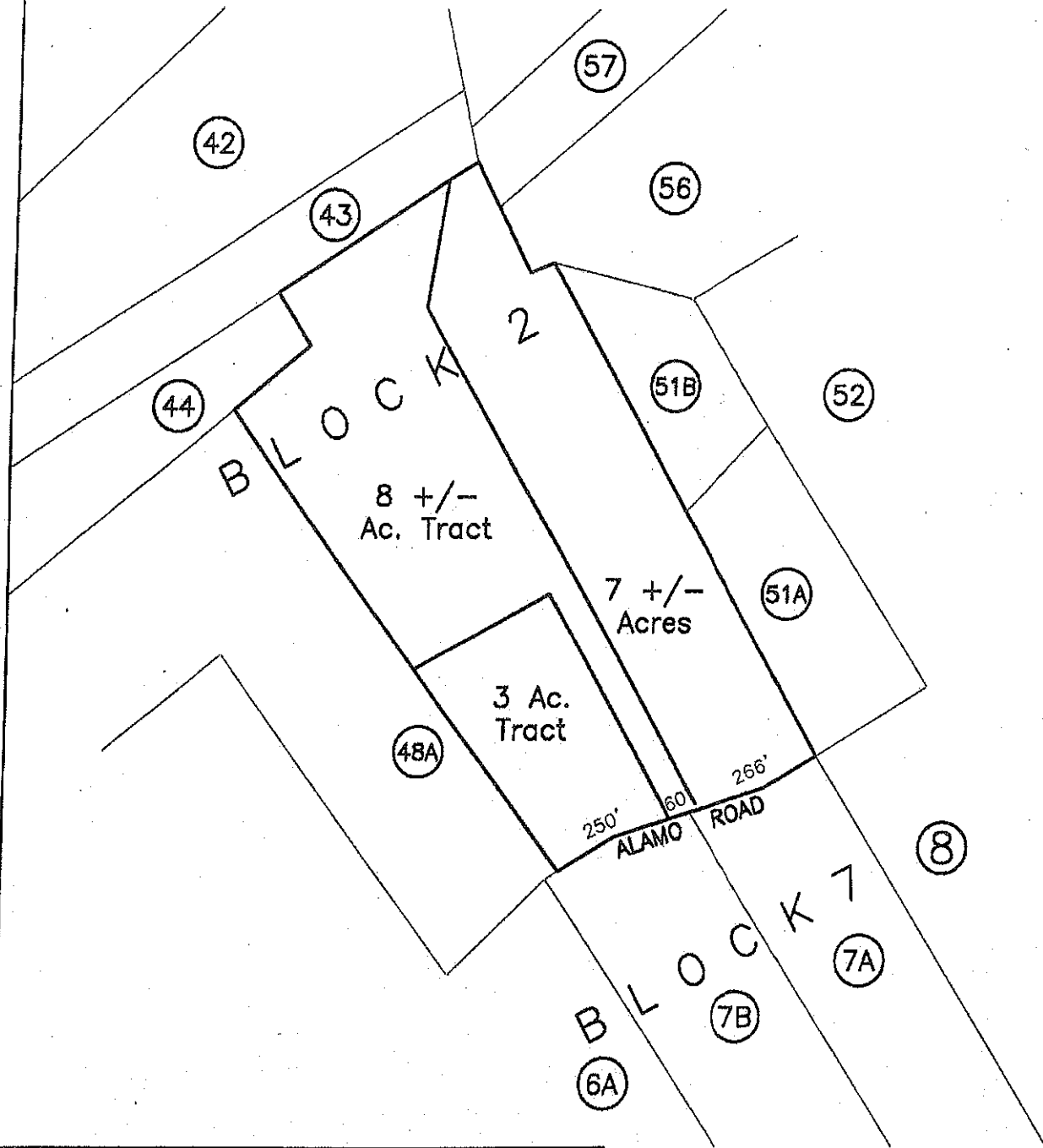
723 NORTH MAIN, BOERNE, TEXAS 78006

PHONE: (830) 816-8907 Metro

FAX: (830) 584-0445

FIRM LICENSE NO. 10132600

# PROPOSED TRACTS



**Schwarz**  
*Land Surveying &  
Development, Inc.*

723 NORTH MAIN, BOERNE, TEXAS 78006  
PHONE: (830) 816-8907 Metro FAX: (830) 584-0445  
FIRM LICENSE NO. 10132600



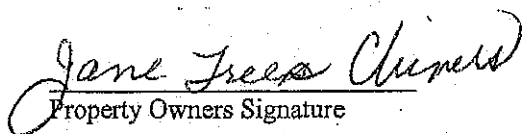
**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief Alamo Springs Ranch Block 2 Lots 49 & 50
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief for road frontage in accordance to Section 300 of the Kendall County Development Rules and Regulations for the proposed plat revision of Alamo Springs Ranch, Block 2, Lot 49 (12.001 acres) and Lot 50 (6.396 acres) that would create three (3) lots of 3.0 acres or greater: one lot of +/- 3.0 acres, one lot of +/- 8.0 acres, and one lot of +/- 7.0 acres. The proposed +/- 8.0 acre tract would not meet the minimum frontage requirements of 250 feet and would have 60 feet of road frontage.
<b>REASON FOR AGENDA ITEM</b>	Request for Relief Alamo Springs Ranch Block 2 Lots 49 & 50
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None

**Request for Relief (Variance)**

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

1. Date: December 2, 2016
2. Location of property: 508 Alamo Road, Fredericksburg, TX
3. Name of Subdivision (If Applicable): Lot 49 & 59, Blk. 2, Alamo Springs Subdivision
4. Property Owner/Developer Name: William and Jane Chivers
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested.  
Item #300.1100.1 Road Frontage  
We want to change these two lots into three. One lot would contain 3+ acres and have road frontage of 250+ feet. The middle lot would have 6-8 acres with road frontage of 60 feet. The east lot would have approximately 7 acres with 250+ feet of road frontage.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of the regulations would deprive you of the reasonable use of this land: YES (If "yes" please state the special circumstances or conditions) We want to transfer ownership of the 3 acre tract to the church that is currently occupying the land. Lot 49 is a 12 acre tract, but we want to give them the minimum acreage allowable.
  - b. Is relief necessary for the preservation and enjoyment of a substantial property right for you? YES (if "yes" please state the substantial property right involved) The removal of the church's assets from property owned by us.

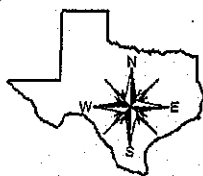
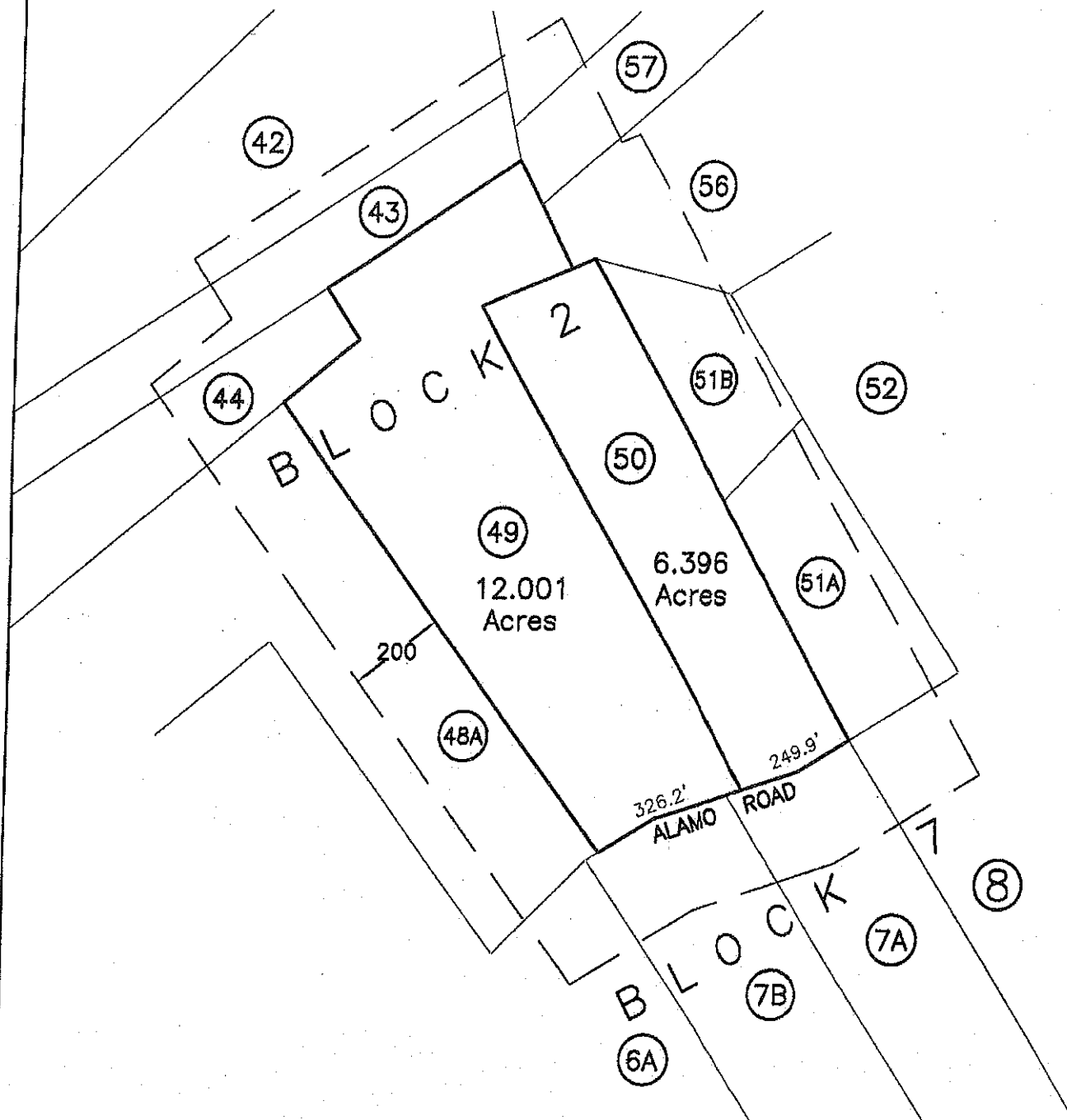
  
Property Owners Signature

Jane Trees Chivers  
Print Owner Name

Date 01.18.17



# EXISTING TRACTS



**Schwarz**  
*Land Surveying &  
Development, Inc.*

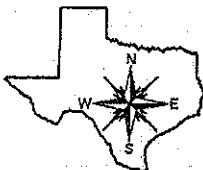
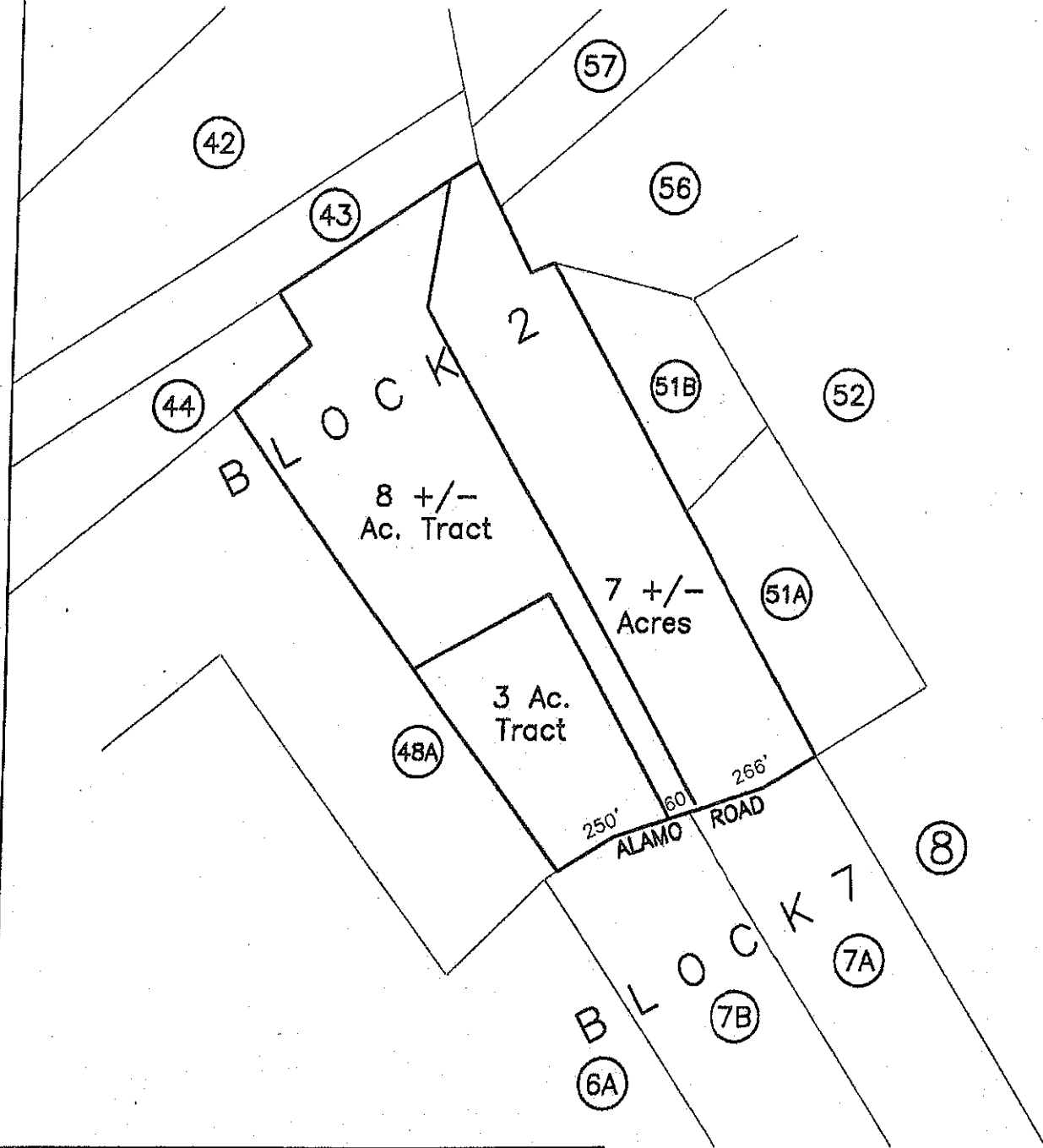
723 NORTH MAIN, BOERNE, TEXAS 78006

PHONE: (830) 816-8907 Metro

FAX: (830) 584-0445

FIRM LICENSE NO. 10132600

# PROPOSED TRACTS



**Schwarz**  
*Land Surveying &  
Development, Inc.*

723 NORTH MAIN, BOERNE, TEXAS 78006  
PHONE: (830) 816-8907 Metro FAX: (830) 584-0445  
FIRM LICENSE NO. 10132600



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Interlocal Agreement with City of Boerne regarding regulation of subdivision platting in the ETJ of the City of Boerne.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Commissioner Richard Elkins
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 315
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning revision of interlocal agreement with City of Boerne regulating subdivision platting in the extraterritorial jurisdiction of the City of Boerne located in Kendall County.
<b>REASON FOR AGENDA ITEM</b>	The interlocal agreement provides that either party must notify the other party at least 90 days before the end of the current term if the party desires to not renew the agreement. Kendall County desires to renew the agreement but is proposing changes in order to be in compliance with amendments to relevant law. The current term expires September 30, 2017, so notice must be given to the City of Boerne no later than July 1, 2017 and since that is a Saturday, notice should be given by June 30, 2017.
<b>IS THERE DOCUMENTATION</b>	Yes, existing agreement and agreement with proposed changes.
<b>WHO WILL THIS AFFECT?</b>	Primary affect would be the clarification of the annexation of county roads when the City of Boerne annexes property adjacent to a county road.
<b>ADDITIONAL INFORMATION</b>	None

**STATE OF TEXAS**  
**KENDALL COUNTY**

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

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

**WITNESSETH**

**WHEREAS**, CITY has jurisdiction and control over the subdivision of real property within its extraterritorial jurisdiction ("ETJ"); and

**WHEREAS**, COUNTY has jurisdiction and control over the subdivision of real property in the unincorporated areas of the County, including the ETJ of CITY; and

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

**WHEREAS**, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats in the ETJ of CITY; and

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

**WHEREAS**, **due to changes in applicable law**, ~~the governing bodies of~~ CITY and COUNTY believe it is in the best interest of both entities and the public that the uniform requirements and procedures ~~previously be~~ established for regulation of subdivision plats in the ETJ **be amended** with each entity retaining certain responsibilities as hereinafter provided in this Agreement;

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

**ARTICLE I**  
**PURPOSE**

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

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

- 2.01. The ETJ of CITY may fluctuate from time-to time during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within 10 **business** days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting subdivision platting for real property within the boundaries of COUNTY.
- 2.02. CITY further agrees, **as provided by Section 43.106, Local Government Code that, when CITY annexes any portion of a county road or territory that abuts a county road, CITY will**

~~annex the entire width of the county road and the adjacent right-of-way on both sides of the county road real property adjacent to and on both sides of a County road is annexed into the City, the roadway will also be annexed into the City and the county road will become a City street. CITY also agrees that when real property adjacent to and on one side of a County road is annexed into the City, CITY will consider annexation of the roadway.~~

### **ARTICLE III TERM**

The initial term of this Agreement shall be from October 1, 2017 to September 30, 2018. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2018. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least ~~ninety (90)~~ sixty (60) days prior to the expiration of the then current term.

### **ARTICLE IV APPLICABLE PROCEDURES MANUFACTURED HOUSING, OSSF, & FLOODPLAIN & PLAT REVISIONS**

- 4.01. Within the parameters of this Agreement, the Parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of rules, regulations, orders, procedures and fees pertaining to manufactured housing located in the ETJ.
- 4.02. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to on-site sewage facilities ("OSSF") in the ETJ. CITY shall require compliance with all provisions of COUNTY's orders, rules, regulations and procedures by any owner or developer of real property within the ETJ that uses or proposes to use OSSF for disposal of sewage.
- 4.03. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to flood plain management in the ETJ.
- 4.04. Within the parameters of this Agreement, the parties agree and understand that COUNTY shall have exclusive control over the adoption and enforcement of orders, rules, regulations, procedures and fees pertaining to plat revisions and plat amendments in an existing platted subdivision **located in the ETJ.**

### **ARTICLE V SUBDIVISION REGULATIONS**

- 5.01. From and after the effective date of this Agreement, regulation of subdivision plats within the ETJ of CITY will be in accordance with the rules, regulations, ordinances and procedures of CITY, with the following provisions and/or exceptions.
- 5.02. CITY shall act as the general public's point-of-contact for information concerning subdivision platting requirements in the ETJ. Plat applications for subdivisions located in the ETJ shall be filed with CITY.
- 5.03. CITY shall collect platting application fees and any other applicable fees due to either COUNTY or CITY for subdivision plats located in the ETJ in a lump sum amount and forward to COUNTY the appropriate fees due to COUNTY; provided that COUNTY will collect any fees due to COUNTY for on-site sewage facilities, manufactured housing, ~~and~~

flood plain management, plat revisions and plat amendments in existing subdivisions located in the ETJ.

- 5.04. CITY will provide to the Development Engineer of COUNTY with copies of all plats and any requests for variances from the City's Subdivision Ordinance and Development Ordinance for subdivisions and developments located in the ETJ and allow a reasonable time for review by COUNTY. COUNTY representatives will have an opportunity to make comments concerning such plats and requests for variances at the time the Planning and Zoning Commission and the City Council considers the plats and variance requests.
- 5.05. CITY and COUNTY will consult through designated officers, staff or committees concerning the location of streets, roads, width of right-of way for streets or roads, the designation of streets or roads as secondary, primary collectors or major thoroughfares, the location, size and design of bridges, alleys, drainage areas, easements and other common areas located in subdivisions in the ETJ.
- 5.06. From and after the date of this Agreement, unless agreed to by COUNTY, all streets, roads, bridges, alleys, drainage areas, easements, and all other common areas located in new subdivisions in the ETJ shall be the responsibility of and shall be maintained by some entity other than COUNTY; provided that streets and roads in subdivisions using groundwater as a source of potable water and complying with requirements of the Cow Creek Groundwater Conservation District and using on-site sewage disposal facilities in accordance with requirements of COUNTY shall be subject to being maintained by COUNTY if accepted for maintenance by the Commissioners Court of COUNTY. Streets and roads to be maintained by COUNTY must meet, at a minimum, COUNTY specifications. ~~and be accepted for maintenance by COUNTY.~~
- 5.07. Upon the final approval of subdivision plats located in the ETJ, CITY shall be responsible for ensuring that such plats are recorded at the COUNTY Clerk's office.

**ARTICLE VI**  
**COSTS AND EXPENSES, ENFORCEMENT AUTHORITY**

- 6.01. The Parties agree and understand that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.
- 6.02. CITY will have authority to enforce applicable City ordinances in the ETJ in compliance with state law. COUNTY will have enforcement authority in the ETJ for any violation of applicable laws and County orders related to manufactured housing, on-site sewage facilities ("OSSF"), flood plain management, plat revisions and plat amendments in an existing platted subdivision located in the ETJ.

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

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

**ARTICLE VIII**  
**LEGAL CONSTRUCTION**

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

**ARTICLE IX  
AMENDMENTS**

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

**ARTICLE X  
LIAISONS AND NOTICES**

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

CITY

City of Boerne  
402 E. Blanco  
Boerne, Texas 78006  
Attn: ~~Christopher A. Turk~~  
Planning and Community Services Director

COUNTY

Kendall County  
201 E. San Antonio Street  
Boerne, Texas 78006  
Attn: ~~Rick Tobolka~~  
Development ~~Manager~~ **Engineer**

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

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

**CITY OF BOERNE, TEXAS**

**KENDALL COUNTY**

\_\_\_\_\_  
**Ron C. Bowman**  
City Manager

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

**ATTEST:**

\_\_\_\_\_  
**Lori Carroll**  
City Secretary

\_\_\_\_\_  
**Darlene Herrin**  
County Clerk



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Law Enforcement Center Construction Project
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on advertising a Request for Qualifications for the selection of a professional services consisting of Construction Material Testing firm for the Law Enforcement Center construction project.
<b>REASON FOR AGENDA ITEM</b>	Law Enforcement Center Construction Project
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Kendall County Indigent Healthcare
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Barbara Christman, Indigent Healthcare Coordinator Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on extending the Memorandum of Understanding with Indigent Healthcare Solutions until February 1, 2019.
<b>REASON FOR AGENDA ITEM</b>	To extend services for two years.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Indigent healthcare in Kendall County.
<b>ADDITIONAL INFORMATION</b>	None

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Kendall County, Texas, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for equal cost considerations the following documents which are effective until February 1, 2017.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement
- Memorandum of Understanding (2013)

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning February 1, 2017 until February 1, 2019.


This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

\_\_\_\_\_  
Hon. Darrel Lux  
County Judge

\_\_\_\_\_, 2017

IHS



\_\_\_\_\_  
Robert Baird  
President

4-11, 2017



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 6/12/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Emergency response.
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 656
<b>TIME NEEDED FOR PRESENTATION</b>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
<b>REASON FOR AGENDA ITEM</b>	Special compensation for call out for storm work.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge Department, payroll.
<b>ADDITIONAL INFORMATION</b>	See enclosed documentation.

**KENDALL COUNTY  
Road & Bridge Department**

**EMERGENCY RESPONSE TIME  
Summary: May-June 2017**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Jose Guerrero	06/03/2017	3.5	3.5
Juan Guerrero	05/28/2017	2.0	2.0
James Justice	05/28/2017	2.0	2.0
Billy Shussler	06/02/2017	1.0	2.0
Billy Shussler	06/03/2017	4.0	4.0

The above listed employee(s) were called out to: Clear debris and other roadway safety concerns

Emergency call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$403.64

Commissioners Court: 06/12/2017