



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016 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 approval of Minutes for June 27-30, 2016.
REASON FOR AGENDA ITEM	To approve the Minutes from previous Commissioners Court meetings.
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: 7/11/2016
OPEN SESSION

SUBJECT	Kendall County Historical Commission Recognition
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Presentation of a Distinguished Service Award given by the Texas Historical Commission to the Kendall County Historical Commission for accomplishments during the 2015 year of service.
REASON FOR AGENDA ITEM	The Texas Historical Commission gives this award to County Historical Commissions who document well-rounded preservation programs to save the history and character of Texas.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

TEXAS HISTORICAL COMMISSION

PRESENTS THIS

2015

DISTINGUISHED SERVICE AWARD

TO

KENDALL COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE
AND WELL-BALANCED PRESERVATION PROGRAM

Mark Wolfe
EXECUTIVE DIRECTOR

June 10, 2016

DATE



TEXAS HISTORICAL COMMISSION
real places telling real stories

**KENDALL COUNTY HISTORICAL COMMISSION
2015-2016 MEMBERSHIP ROSTER**

Kathryn Adam-Hurst

Gwen Adrian

Paul Barwick

Richard Caldwell

Harry Dell

Mary Alice Dell

Carolyn Goodall

Lois Haufler

Louise Homilius

Mike Howle

Martha Klar

Graham Littrell

Ted Maxymof

Nancy McLarry

Jay Pennington

Julie Ebensberger Pfeiffer

Rebecca Rogers

Eddie Seidensticker

Harry Seidensticker

Theda Sueltenfuss

Rick Wyss

Suzanne Young



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Safety Award
DEPARTMENT & PERSON MAKING REQUEST	Juanita Espino, Human Resources Director Victor Uvalle, Risk Management Consultant, Texas Association of Counties
PHONE # OR EXTENSION #	830-249-9343 ext 600
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Presentation of Safety Award by the Texas Association of Counties.
REASON FOR AGENDA ITEM	Recognition of safety training, policies and procedures.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	No



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016 OPEN SESSION	
SUBJECT	FY2016 Budget Adjustments
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 on the approval of FY2016 Budget Adjustments and Emergency Declarations.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department Heads requesting adjustments
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE ELECTION SERVICE'S BUDGET FOR POSTAGE EXPENSES.

10-404-53110	POSTAGE	+	1,000
10-404-54270	CONFERENCE/TRAINING	-	500
10-404-54300	BIDDING & NOTICES	-	500

A BUDGET ADJUSTMENT IS NEEDED IN THE VETERANS SERVICE'S BUDGET FOR CONFERENCE/TRAINING EXPENSES.

10-405-54270	CONFERENCE/TRAINING	+	200
10-401-56020	CONTINGENCIES - MISCELLANEOUS	-	200

A BUDGET ADJUSTMENT IS NEEDED IN THE ANIMAL CONTROL'S BUDGET FOR VEHICLE REPAIR AND MAINTENANCE EXPENSES.

10-408-54540	VEHICLE - REPAIR & MAINT	+	1,600
10-408-53300	FUEL & OIL	-	1,600

A BUDGET ADJUSTMENT IS NEEDED IN THE NON-DEPARTMENTAL BUDGET FOR MEDICAL-OTHER EXPENSES.

10-409-54050	MEDICAL-OTHER	+	100
10-409-54010	ACCOUNTING/AUDITING	-	100

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY COURT AT LAW'S BUDGET FOR LAW BOOK EXPENSES.

10-430-53120	LAW BOOKS	+	600
10-430-54081	SPECIAL ASSIGNED DISTRICT JUDGE	-	600

A BUDGET ADJUSTMENT IS NEEDED IN THE GIS DEPARTMENT'S BUDGET FOR OPERATING EXPENSES.

10-541-53330	OPERATING	+	1,000
10-541-55520	SOFTWARE	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE WARING VOLUNTEER FIRE DEPARTMENT'S BUDGET FOR OPERATING EXPENSES.

10-549-53330	OPERATING	+	1,700
10-549-54270	CONFERENCE/TRAINING	-	1,000
10-549-54400	UTILITIES	-	700

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE SHERIFF DEPARTMENT'S BUDGET FOR DUES EXPENSES.

10-560-54810	DUES	+	175
10-560-53300	FUEL & OIL	-	175

A BUDGET ADJUSTMENT IS NEEDED IN THE EXTENSION SERVICE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-665-52100	EMPLOYEE INSURANCE BENEFIT	+	600
10-665-54930	4-H PROGRAMS	+	1,000
10-665-53300	FUEL & OIL	-	1,600

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT FOUR'S TECHNOLOGY FUND BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

21-458-54523	SOFTWARE MAINTENANCE	+	9,000
21-455-54523	SOFTWARE MAINTENANCE	-	3,000
21-456-54523	SOFTWARE MAINTENANCE	-	3,000
21-457-54523	SOFTWARE MAINTENANCE	-	3,000

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 11, 2016

THE FOLLOWING BUDGET ADJUSTMENTS REQUIRE EMERGENCY DECLARATIONS FOR BUDGETARY PURPOSES DUE TO FUNDS NEEDED IN EXCESS OF BUDGETED AMOUNT.

REVENUE:

10-390-46500	TRANSFERS FROM OTHER FUND	+	514,010
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EXPENSE:

10-401-56070	CONTINGENCIES - JAIL	+	514,010
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REVENUE:

72-390-46750	FUND BALANCE TO BE EXPENDED	+	1,314,010
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EXPENSE:

72-409-55130	CAPITAL PROJECTS - BUILDING CONSTR.	+	800,000
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72-700-57010	TRANSFER OUT TO GENERAL FUND	+	514,010
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**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 7/11/2016 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: 7/11/2016
OPEN SESSION

SUBJECT	Cash Summary April 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 April 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 April 30, 2016

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
10-General Fund	\$ (344,950.58)	\$ 2,825,712.32	\$ 2,198,350.25	\$ 282,411.49
11-Road & Bridge	\$ 230,632.61	\$ 1,382,233.68	\$ 1,423,875.64	\$ 188,990.65
12-EMS Donations	\$ 22,606.33	\$ 75.00	\$ 10,627.40	\$ 12,053.93
13-Courthouse Security	\$ 12,920.52	\$ 1,969.62	\$ 143.66	\$ 14,746.48
14-Animal Facility Donations	\$ 15,961.27	\$ 365.39	\$ -	\$ 16,326.66
15-Lateral Road & Bridge	\$ 155,802.60	\$ -	\$ -	\$ 155,802.60
16-Court Reporter Service	\$ 55,009.06	\$ 870.53	\$ -	\$ 55,879.59
17-Attorney-Hot Check	\$ 22,924.66	\$ 270.04	\$ -	\$ 23,194.70
19-Records Mgmt (County Clerk)	\$ 31,922.32	\$ 8,904.60	\$ 9,126.41	\$ 31,700.51
20-Law Library	\$ 17,911.06	\$ 2,031.23	\$ 943.20	\$ 18,999.09
21-Justice Court Technology	\$ 12,526.22	\$ 944.89	\$ -	\$ 13,471.11
22-Justice Court Building Security	\$ 21,544.80	\$ 233.26	\$ -	\$ 21,778.06
23-County & District Technology	\$ 9,125.43	\$ 252.85	\$ -	\$ 9,378.28
24-Alternative Dispute Resolution	\$ 5,012.45	\$ 965.53	\$ 2,437.77	\$ 3,540.21
25-District Clerk Records Mgmt	\$ 63,376.69	\$ 1,634.02	\$ 4,500.00	\$ 60,510.71
26-County Clerk Rec. Archive Fund	\$ 32,132.06	\$ 8,570.00	\$ 71.56	\$ 40,630.50
27-Vital Statistics Records	\$ 1,275.00	\$ 53.00	\$ -	\$ 1,328.00
28-Pre-Trial Intervention	\$ 11,576.00	\$ 773.00	\$ -	\$ 12,349.00
29-LEOSE Training	\$ 46,794.80	\$ 1,264.68	\$ -	\$ 48,059.48
33-Juv Probation-State Grant	\$ 26,791.21	\$ 17,222.00	\$ 20,046.39	\$ 23,966.82
34-Juv Probation Title IV E	\$ 2,587.83	\$ -	\$ 268.32	\$ 2,319.51
35-Juvenile Probation	\$ (46,865.31)	\$ 185.00	\$ 6,819.56	\$ (53,499.87)
41-MVDIT Interest	\$ 629.38	\$ -	\$ -	\$ 629.38
42-Election Services Contract Fund	\$ 9,385.00	\$ -	\$ 15,998.73	\$ (6,613.73)
43-Fire Inspection & Permit Fund	\$ 1,826.50	\$ 1,014.00	\$ -	\$ 2,840.50
50-Crime Victims Grant	\$ (40,562.93)	\$ 14,782.36	\$ 24,330.73	\$ (50,111.30)
80-Tobacco Settlement	\$ (6,886.38)	\$ 19,967.70	\$ 2,968.22	\$ 10,113.10
81-Historical Commission	\$ 11,616.85	\$ -	\$ 620.00	\$ 10,996.85
84-Abandoned Vehicles	\$ 4,952.75	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees	\$ 246,848.21	\$ 46,406.01	\$ 106,404.82	\$ 186,849.40

KENDALL COUNTY SUMMARY OF CASH BALANCES

MONTH ENDING April 30, 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	\$ 28,801.86	\$ 3,870.25	\$ -	\$ 32,672.11
63-Series 2013 UnLimited Tax Road Bond	\$ 31,482.64	\$ 27,142.60	\$ -	\$ 58,625.24
64-Series 2014 Limited Tax Refunding	\$ 71,391.15	\$ 14,567.43	\$ -	\$ 85,958.58
71-Herff Road Project	\$ 199,327.67	\$ 1,267,467.29	\$ 645,933.30	\$ 820,861.66
85-Local S.O. Forfeiture	\$ 2,477.94	\$ 0.02	\$ -	\$ 2,477.96
87-Federal S.O. Forfeiture	\$ 11,784.04	\$ 43,933.40	\$ 13,034.01	\$ 42,683.43
90-Trust Account	\$ 527.98	\$ 27.50	\$ -	\$ 555.48
96-Public Grants	\$ 80.85	\$ -	\$ -	\$ 80.85

Examined and Approved by Auditor's office

Corinna Spur

Date

6/27/16



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
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**

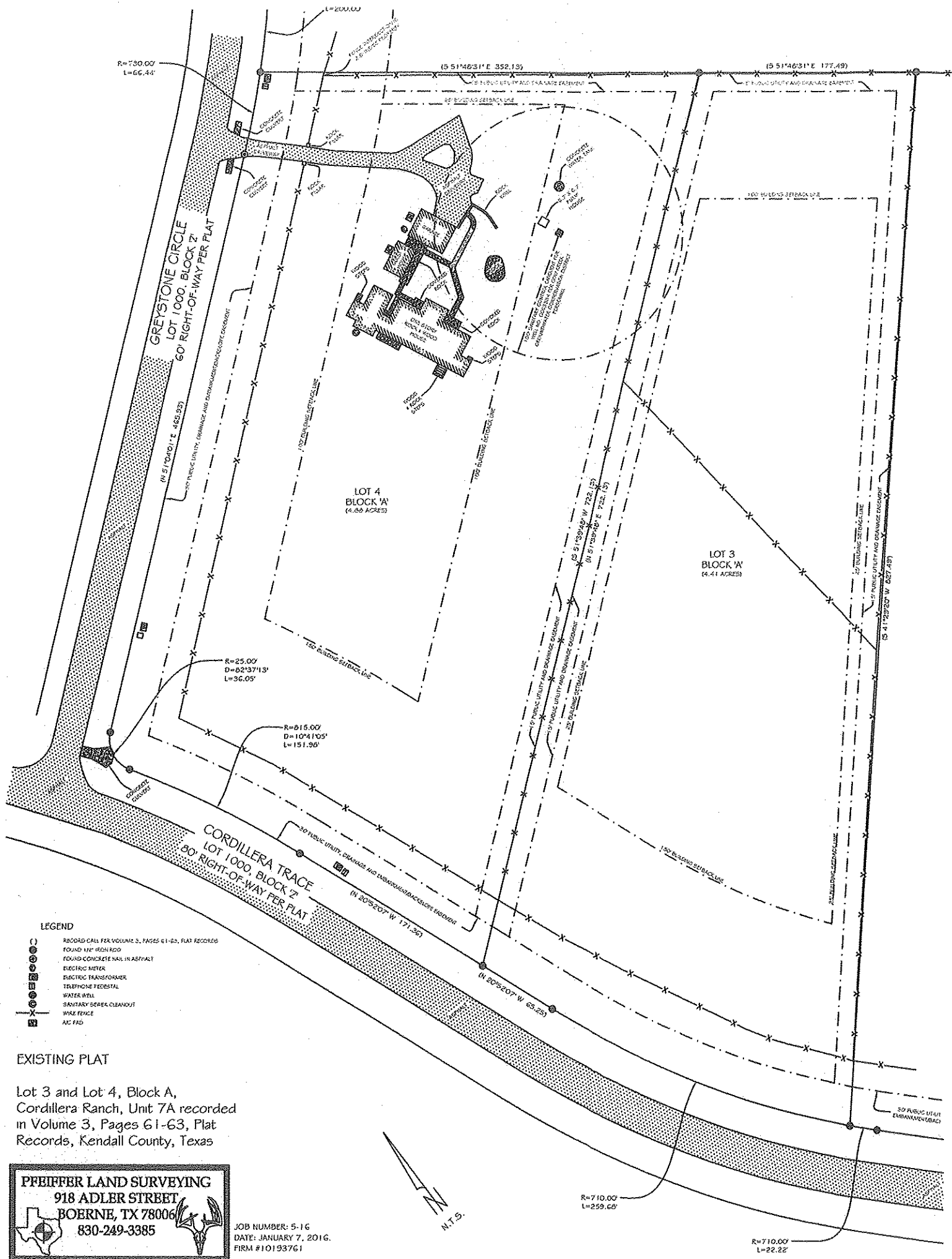
COMMISSIONER COURT DATE: 7/11/2016 OPEN SESSION	
SUBJECT	CHANGE EMPLOYEE POSTION FROM PART-TIME 32.5 HOURS TO FULL TIME 40 HOURS INCLUDING TRANSER OF BUDGETED FUNDS FROM/TO THE CORRECT LINE ITEMS FOR REMAINDER OF FISCAL YEAR.
DEPARTMENT & PERSON MAKING REQUEST	TAX OFFICE - JAMES HUDSON, TAX ASSESSOR-COLLECTOR
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	5 MINUTES
WORDING OF AGENDA ITEM	CONSIDERATION AND ACTION AUTHORIZING A 32.5 HOUR PER WEEK EMPLOYEE POSITION TO BE MOVED TO A 40 HOUR POSITION AT THE SAME BUDGETED ANNUAL SALARY, AT NO ADDITIONAL COST TO THE COUNTY, INCLUDING THE NECESSARY FUNDS TRANSFER FROM LINE ITEM 10-499-51080 Part-time (\$ 7,700.00) TO LINE ITEM 10-499-51045 (\$ 7,700.00) Deputies (FULL TIME)
REASON FOR AGENDA ITEM	POSITION CHANGE AND FUNDS TRANSFER
IS THERE DOCUMENTATION	NO
WHO WILL THIS AFFECT?	Tax Office
ADDITIONAL INFORMATION	NONE

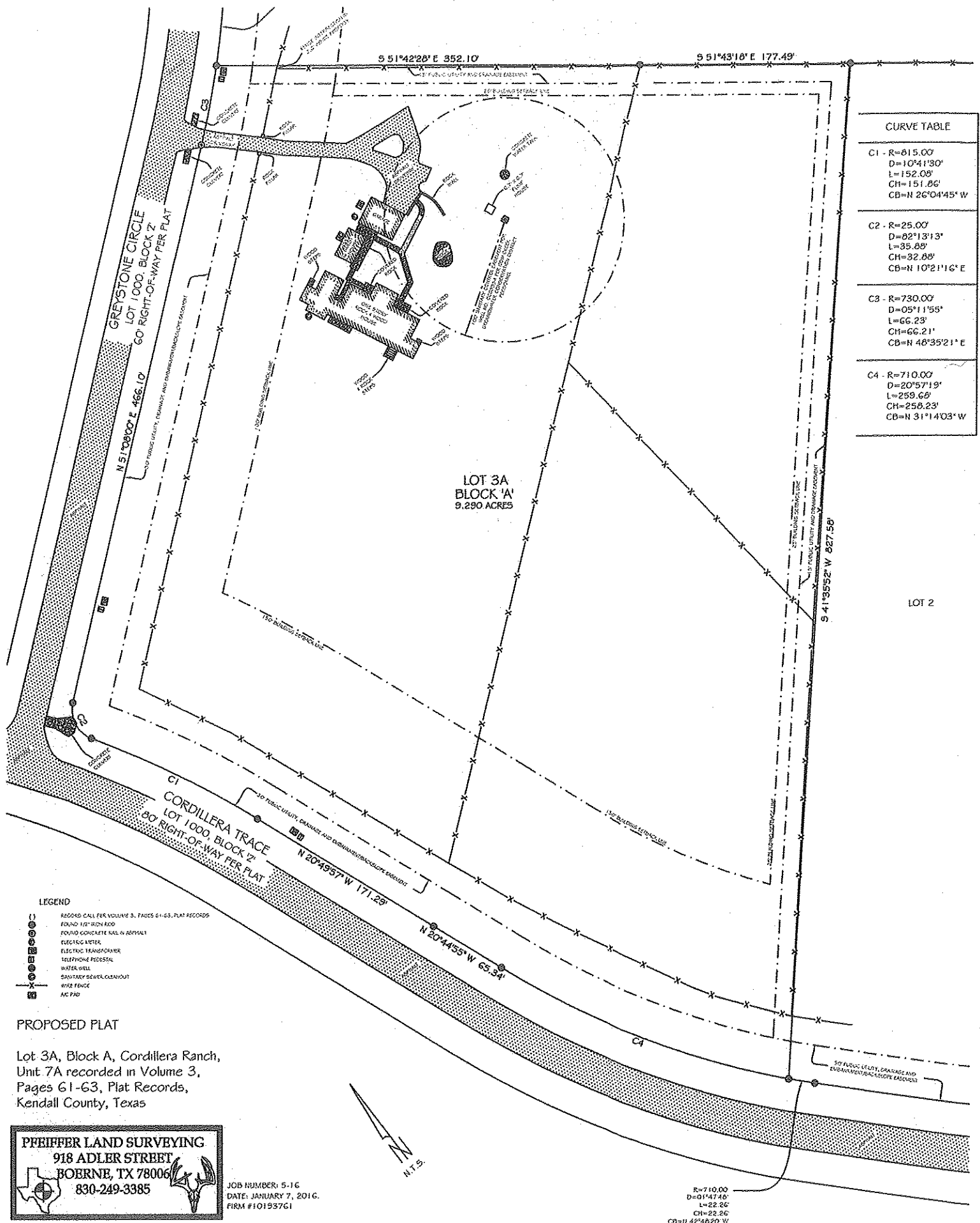


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Amending Plat Lots 3 & 4, Block A, Cordillera Ranch Unit 7A
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 3 and 4, Block A, Unit 7A, Cordillera Ranch, 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 Lots 3 and 4 creating Lot 3A (Sandra I. Freeman, Greg Eul)
REASON FOR AGENDA ITEM	Amending Plat Lots 3 & 4, Block A, Cordillera Ranch Unit 7A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None







KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Amending Plat Grandview Acres, Lots 23 & 24 into 23A & 24A
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 23 and 24 in Grandview Acres Subdivision, Kendall County, Texas, in accordance to Section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate a common lot line between Lot 23 (20.97± acres) and Lot 24 (42.1± acres) into lot 23A (6.0 acres) and Lot 24A (57.113 acres) (Tommy Rausch, Kenneth and Marion Seynaeve)
REASON FOR AGENDA ITEM	Amending Plat Grandview Acres Lots 23 & 24 into 23A & 24A
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

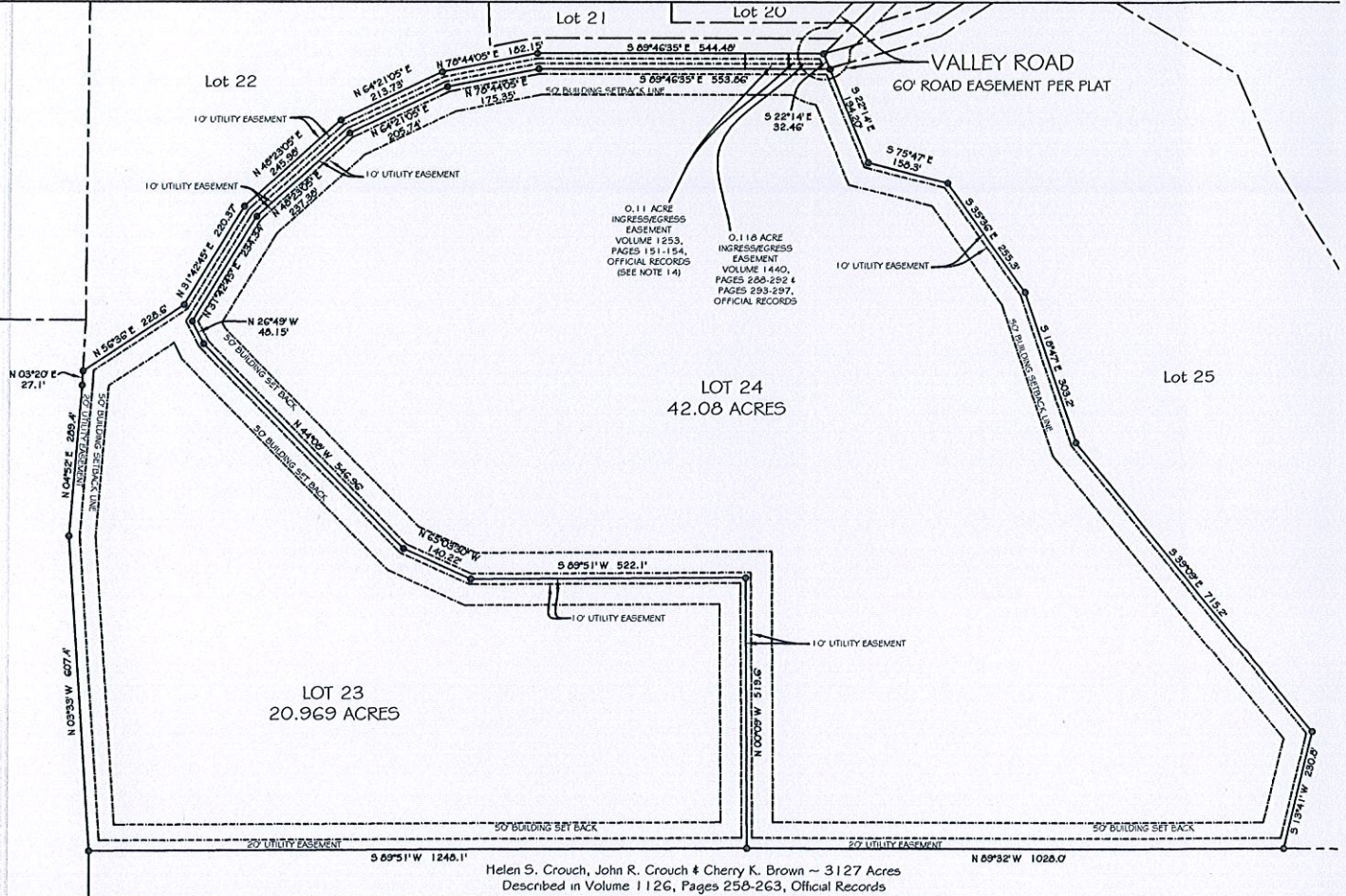
Celtic Crossing Ranch LLC
409.188 Acres
Volume 1012, Pages 649-656
Official Records

NOT TO SCALE

Raymond C. Rausch
655.5 Acres
Volume 221, Pages 549-550
Official Records

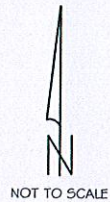
EXISTING - AS RECORDED

Lot 23 and 24 in GRANDVIEW ACRES SUBDIVISION in Kendall County, Texas, plat recorded in Volume 2, Pages 129-131 with Sheet 3 corrected in Volume 2, Page 166 in the Kendall County Plat Records.



Celtic Crossing Ranch LLC
409.188 Acres
Volume 1012, Pages 649-656
Official Records

Raymond C. Rausch
655.5 Acres
Volume 221, Pages 549-550
Official Records

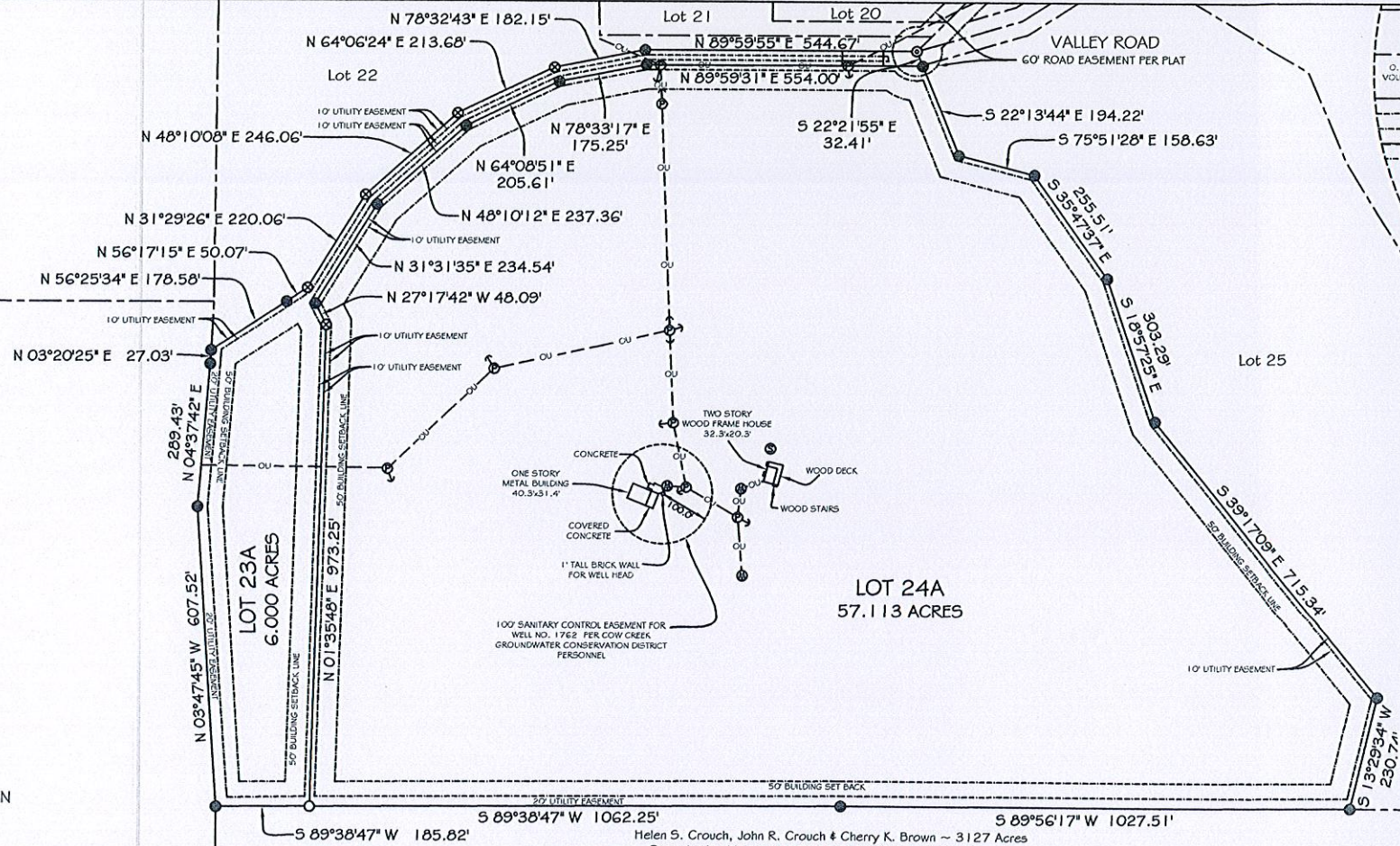


LEGEND

- FOUND CONCRETE NAIL
- SET 1/2" IRON ROD WITH AN ORANGE "PEPPER SURVEY" PLASTIC CAP
- ⊗ FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND NAIL
- ⊕ UTILITY POLE WITH GUY WIRE
- ⊙ METER POLE
- ⊗ SEPTIC COVER

AMENDED - AS SURVEYED

Lot 23A and 24A GRANDVIEW ACRES SUBDIVISION
in Kendall County, Texas.



Helen S. Crouch, John R. Crouch & Cherry K. Brown ~ 3127 Acres
Described in Volume 1126, Pages 258-263, Official Records



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Request for Relief - 738 FM473
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 Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division required by lender creates a 3.08-acre tract out of parent tract of 16± acres with access to FM473 over a 30-foot easement (Brian & Shauna Burckhardt)
REASON FOR AGENDA ITEM	Request for Relief - 738 FM473
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date July 1, 2016
2. Location of Property: 738 FM 473, Comfort
3. Name of Subdivision (If Applicable): _____
4. Property Owner/Developer Name: Brian and Shauna Burckhardt
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:
Kendall County Order No. 12-12-2011C item 2.B
This item requires a 60 foot wide easement as access to a
public roadway. We request that the easement to the new
3.08 acre tract be 30 feet wide all the way from the highway.
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 these regulations would deprive you of the reasonable use of this land: Yes (if "yes" please state the special circumstances or conditions)
This property has a 30 foot wide "flagpole" strip as access.
The strip is owned fee simple.
 - b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours? Yes (if "yes", please state the substantial property right involved)
The right to build on my land and to obtain a loan
to do so without encumbering our entire tract.

Property Owner Signature _____

Print Owner Name _____

Phone Number _____

Date _____

July 1, 2016

738 FM 473, Comfort

Brian and Shauna Burckhardt

Kendall County Order No. 12-12-2011C item 2.B


This item requires a 60 foot wide easement as access to a public roadway. We request that the easement to the new 3.08 acre tract be 30 feet wide all the way from the highway.

Yes

This property has a 30 foot wide "flagpole" strip as access.
The strip is owned fee simple.

Yes

The right to build on my land and to obtain a loan
to do so without encumbering our entire tract.



BRIAN BURCKHARDT



SHAUNA BURCKHARDT

UPPER SISTERDALE

SITE

473

WARING WELFARE

ZOELLER

Brian Burckhardt and
Shauna Burckhardt
Remainder of 16.00 Acres Tract 2
Vol. 1444, Pg. 652, KCOR

POB 3.01 Acres

Brian Burckhardt and
Shauna Burckhardt
4.95 Acres Tract 3
Vol. 1444, Pg. 652, KCOR

TRACT 1
3.08 Acres

Brian Burckhardt and
Shauna Burckhardt
2.01 Acres Tract 1
Vol. 1444, Pg. 652, KCOR

100' Radius
Sanitary Control
Easement

Brian Burckhardt and
Shauna Burckhardt
Remainder of 16.00
Acres Tract 2
Vol. 1444, Pg. 652,
KCOR

TRACT 2

Bearing	Distance
TRACT 1	
S 00°32'09" E	298.79'



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016 OPEN SESSION	
SUBJECT	Detention Services
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the Interlocal Agreement between Kendall County and the City of Boerne for detention services.
REASON FOR AGENDA ITEM	Approval of the agreement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County and the City of Boerne
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT BETWEEN KENDALL COUNTY
AND THE CITY OF BOERNE, TEXAS FOR DETENTION SERVICES**

This Interlocal Agreement for Detention Services ("Agreement") is entered into by and between the CITY OF BOERNE (hereinafter "Boerne") and KENDALL COUNTY (hereinafter "County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection, prisoner detention and other related services; and

WHEREAS, Boerne desires the County to assist the city in the care, custody and support of Boerne's prisoners for the consideration and the term set forth herein; and

WHEREAS, County has a detention facility adequate to provide Boerne with such services and desires to assist Boerne in the care, custody and support of Boerne's prisoners for the consideration and term set forth herein; and

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act will be a benefit to all the citizens of both Boerne and County; and

WHEREAS, Boerne, acting by and through its duly elected governing body has determined that it would be of material benefit to Boerne for the County to provide such services and has authorized this Agreement; and

WHEREAS, the Commissioners Court of County has authorized this Agreement and has passed an order allowing the Sheriff of Kendall County, Texas, to accept from duly authorized Boerne law enforcement officers all Boerne prisoners under the terms and conditions set forth herein;

NOW THEREFORE, be it resolved that the Commissioners Court of Kendall County and the City Council of the City of Boerne agree to enter into this Interlocal Agreement and the Parties agree as follows:

Section 1. DEFINITIONS

- a. "Boerne Prisoners" shall mean those persons charged with a violation of a City Ordinance and/or State laws that are classified as class "C" misdemeanors occurring within the jurisdiction of the Municipal Court of the City of Boerne,

Texas. The term also means any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have not been formally charged by a Judge or a Magistrate.

- b. "Contract Year" means October 1 of the year this Agreement is executed through September 30 of the following year. For any renewal term, Contract Year means October 1 of the year the renewal is executed through September 30 of the following year.
- c. "County Jail" means the County detention facility located at 6 Staudt St., Boerne, Texas 78006.
- d. "County Prisoner" shall mean any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have been formally charged by a Judge or a Magistrate.
- e. "Injured" and/or "Ill prisoner" means a Boerne prisoner who the County Sheriff and/or his officer in charge of admissions at the County Jail deem in need of medical attention prior to confinement.
- f. "Term" means October 1 through September 30 of the Contract Year.

Section 2. ACCEPTANCE AND CARE OF BOERNE PRISONERS

- a. The County agrees that the Sheriff of Kendall County will, during the Term of this Agreement, accept from any duly authorized Boerne law enforcement officer any and all Boerne Prisoners.
- b. The Sheriff of Kendall County will house, support, maintain and confine Boerne Prisoners in the County Jail subject to the orders of a duly authorized Judge or Magistrate.
- c. Boerne and the County agree that once a Boerne Prisoner is accepted and committed to the County Jail, the Sheriff or his officer in charge of admissions will release said Boerne Prisoner only when the discharge of the Boerne Prisoner is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- d. Nothing herein shall be construed to authorize or require the County or the County Sheriff to incarcerate or hold any person contrary to the Constitution and/or the laws of the State of Texas and the United States of America.

Section 3. DUTIES OF KENDALL COUNTY

County will provide housing for Boerne Prisoners in the County Jail twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Section 4. FUNDING REQUIREMENTS, PAYMENTS AND ANNUAL REVIEW

- a. Boerne agrees to pay County twenty five thousand, one hundred and fifty five dollars (\$25,155.00) for the herein described services. Payments shall be made in twelve monthly installments of two thousand and ninety six dollars, and twenty five cents (\$2,096.25) each, payable on or before the 15th day of each month, beginning October 15, 2016 with the final payment being due on September 15, 2017. (Note: The amount agreed to be paid by Boerne to County in this Agreement is based on County providing services to 559 Boerne Prisoners from May 1, 2015 through April 30, 2016 and a daily cost of housing each prisoner of \$45.00).
- b. On or before April 15 of the Contract Year, the Parties agree to review the number of Boerne Prisoners the County served from May 1 of the preceding calendar year to April 30 of the current calendar year. Should the number of prisoners served be different than the number projected in Section 4.a herein, the Parties agree to adjust the amount to be paid by Boerne to County based on the number of prisoners served for the renewal term of this Agreement.
- c. County agrees that during the confinement of any Boerne Prisoner in the County Jail, the County, acting by and through the County Sheriff and/or his officer in charge of admissions, will be responsible for the provision of necessary medical and dental treatment for all Boerne Prisoners should they become sick or injured or in need of medical or dental treatment while in the care and custody of the County Jail; provided that the cost of such medical and dental treatment incurred by County on behalf of Boerne Prisoners shall be the responsibility of Boerne. County shall send a statement of such expenses to Boerne within thirty (30) calendar days of occurrence and Boerne agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- d. Boerne agrees that all funds due under this Agreement shall be payable out of current revenues and that it shall set aside a fund sufficient to satisfy any obligation created by this Agreement. All payments due under this Agreement shall be delivered by Boerne to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

Section 5. RENEWAL OR TERMINATION

- a. To renew this Agreement, County shall forward a statement of proposed costs to Boerne on or before July 1 of the Contract Year. The proposed costs for the next budget year will be based on the number of Boerne prisoners housed by the County from May 1 of the preceding calendar year through April 30 of the then current calendar year. Boerne shall notify the County Judge of County prior to August 1 of the Contract Year of whether the proposed costs are acceptable or not acceptable to Boerne.
- b. If such statement of proposed costs is acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that such proposed costs are acceptable and this Agreement will be renewed for another Contract Year and no action of

the governing body of Boerne or County will be required. If such statement of proposed costs is not acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that Boerne does not accept the proposed costs. The Parties agree to meet through respective representatives prior to August 20 of the Contract Year to resolve any differences concerning costs or other contract terms. If no agreement is reached on or before August 31 of the Contract Year, the Parties agree that this Agreement will terminate at the end of the Term.

- c. Either Party may terminate this Agreement for any reason by notifying the other party in writing at least ninety (90) days prior to the effective date of the termination of its intent to do so. Termination shall be effective at 5:00 p.m. on the 90th day following notice of termination subject to the following conditions: (1) Boerne shall arrange for all Boerne prisoners to be removed from the County Jail prior to such time; and (2) Boerne shall pay County all amounts due for services rendered by County up to the time of termination within thirty (30) days of the date of termination.

Section 6. INDEMNIFICATION

- a. TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS BOERNE, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF COUNTY THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND COUNTY AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED TO SUCH PERSON OR ORGANIZATION AGAINST BOERNE, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.
- b. TO THE EXTENT ALLOWED BY LAW, BOERNE AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF BOERNE THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND BOERNE AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED SUCH PERSON OR ORGANIZATION AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.
- c. NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION, SHALL BE DEEMED AS A WAIVER OF ANY AND ALL PROTECTIONS AFFORDED THE COUNTY, BOERNE, THE BOERNE POLICE DEPARTMENT AND THE KENDALL COUNTY SHERIFF'S OFFICE UNDER THE CONSTITUTION OR LAWS OF THIS STATE OR THE UNITED STATES OF AMERICA.

Section 7. MISCELLANEOUS

- a. This Agreement constitutes the sole and only agreement of the parties with respect to the matters that are the subject of this Agreement. No other agreement, statement or promise made by either party or by a representative of either party that is not contained in this Agreement shall be binding or valid or enforceable.
- b. No amendment, modification, or alteration of this Agreement shall be binding, valid or enforceable unless it is reduced to writing, approved by the governing body of both parties and signed by authorized representatives of both parties subsequent to the effective date of this Agreement.
- c. This Agreement shall be performed in Kendall County, Texas and shall be construed under and in accordance with the laws of the State of Texas.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held as invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e. Notices required herein shall be delivered to the following representatives of the parties at the locations indicated:

COUNTY
Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

BOERNE
Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF
_____ 2016.

KENDALL COUNTY

Darrel L. Lux
County Judge, Kendall County

201 E. San Antonio
Boerne, Texas 78006

CITY OF BOERNE

Ronald C. Bowman
City Manager, City of Boerne

402 E, Blanco
Boerne, Texas 78006



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Agreement for Loan of Trailer from Bexar County
DEPARTMENT & PERSON MAKING REQUEST	Emergency Management, Jeffery Fincke, EMC
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on approval of the Agreement for Loan of Equipment Purchased with Homeland Security Funds.
REASON FOR AGENDA ITEM	This could be set up and serve as a Command Post, Incident Rehab Post, Staging Location for events that are worked. This would be used in lieu of requesting STRAC, Bexar County, San Antonio and others from bringing their equipment for Kendall County to use.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide, EMS, Sheriff's Office, Fire Departments, Constables and as needed.
ADDITIONAL INFORMATION	<p>Loan of equipment purchased with Homeland Security Funds: Well Cargo Transport Trailer 8 X 24 Double Axle - Ramp Rear Door and Side Door with Dome Lights and 2 A/C units.</p> <p>The cost to County would be yearly insurance estimated at \$200.00 or less and initial set up cost of \$10,000.00 to \$15,000.00, may be less.</p>

STATE OF TEXAS

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§
§

AGREEMENT FOR LOAN OF
EQUIPMENT PURCHASED WITH
HOMELAND SECURITY FUNDS

This Loan Agreement (the "**Agreement**") is entered into by and between Bexar County ("**COUNTY**") and Kendall County on behalf of its Emergency Management Office ("**RECIPIENT**") (also, individually, a "Party" or, collectively, the "Parties").

RECITALS

COUNTY has procured the equipment and accessories described below (both individually and collectively, the "**Equipment**") with Texas Homeland Security funds:

1 Wells Cargo Transport Trailer, BCOEM Unit 5054, BC-TAG#100466, Exempt # 909437, 8' X 24', VIN (1WC200L2342051537) (White) Double Axle – Ramp Rear Door and Side Door with 2 12V Dome Lights.

The purpose of this Agreement is to set out the terms and conditions under which COUNTY will loan the Equipment to RECIPIENT.

ARTICLE I

TERM

1.01 The term of this Agreement begins when the Agreement is fully executed and terminates five years later, except that COUNTY may terminate this Agreement at any time when it is in the best interest of COUNTY to do so with 30 days' prior written notice ("**Term**").

ARTICLE II

LICENSE TO USE EQUIPMENT GRANTED

2.01 COUNTY will loan the Equipment to RECIPIENT for the purpose of furthering the Texas Homeland Security Strategy. In consideration for the loan of the Equipment, RECIPIENT will:

- A. Obtain and maintain full-coverage liability insurance on the Equipment and provide proof of that insurance to COUNTY upon receipt of the Equipment or alternatively, if self-insured, provide a letter of self-insurance specifically identifying the Equipment covered by this Agreement and certifying that the Equipment so identified will be insured under the RECIPIENT's self-insurance program;
- B. Maintain the Equipment in good working order;
- C. Ensure operators receive appropriate training on the proper use of the Equipment;
- D. Use the Equipment for purposes permitted under the appropriate homeland security trainings, exercises, approved community events, and activation(s) by the RECIPIENT's Emergency Management Authority;
- E. Return the Equipment to COUNTY: i) if it is no longer needed; ii) within 30 days of

receipt of the COUNTY's written notice of its intent to terminate this Agreement pursuant to Article I, Section 1.01; or iii) within 30 days following the expiration of the Term; and

- F. Comply with all other terms and conditions contained in this Agreement.

ARTICLE III **COMPLIANCE WITH LAW**

- 3.01 RECIPIENT certifies that it will comply with the Permanent Loan Guidelines promulgated by the U.S. Department of Homeland Security's Office of State and Local Government Coordination and Preparedness; and SAA Information Bulletin No. 11-001, March 02, 2011 stating all recipients must be NIMS compliant.

ARTICLE IV **INSPECTION OF EQUIPMENT**

- 4.01 At any reasonable time and as often as COUNTY may deem necessary, RECIPIENT will make the Equipment available for inspection by COUNTY or any of its authorized representatives.

ARTICLE V **PERFORMANCE REPORTS**

- 5.01 As often and in the form as COUNTY may require, RECIPIENT must furnish COUNTY with performance records deemed by COUNTY to be pertinent to matters covered by this Agreement.

ARTICLE VI **OTHER TERMS AND CONDITIONS**

- 6.01 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement will bind the Parties unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

- 6.02 **Interpretation.** If a disagreement or dispute arises between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY, as the Party responsible for compliance with the requirements of the State Homeland Security Grant, shall have the final authority to render or secure an interpretation.

- 6.03 **Notices.** For purposes of this Agreement, all official communications and notices among the Parties will be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the following addresses:

RECIPIENT: Kendall County Emergency Management Office
1175 North Main
Boerne, Texas 78006

COUNTY: Bexar County Judge
Bexar County Courthouse
101 W. Nueva; 10th Floor
San Antonio, TX 78205

And: Bexar County Office of Emergency Management
622 Dolorosa
San Antonio, TX 78207-4535

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

6.04 **Parties Bound.** This Agreement is binding on and will inure to the benefit of the Parties and their respective, administrators, legal representatives, successors and assigns, except as otherwise expressly provided.

6.05 **Gender.** Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

6.06 **Relationship of Parties.** Nothing contained in this Agreement will be construed to create between the Parties the relationship of principal and agent, partners, joint ventures or any other similar relationship.

6.07 **Texas Law to Apply.** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas. Venue for any action arising under this Agreement shall be in Bexar County, Texas.

6.08 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

6.09 **Recitals.** The Recitals at the beginning of this Agreement are incorporated into the Agreement.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 2016.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF
County Judge

ATTEST:

By: _____
GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

NICHOLAS LaHOOD
Criminal District Attorney
Bexar County, Texas

By: _____
LARRY L. ROBERSON
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: _____
SUSAN YEATTS
County Auditor

By: _____
DAVID SMITH
County Manager

COUNTY OF KENDALL

By: _____
DARREL L. LUX
County Judge

ATTEST:

By: _____
DARLENE HERRIN
County Clerk



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Kendall West Utilities well
DEPARTMENT & PERSON MAKING REQUEST	Richard Elkins, Commissioner Pct 2 Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Discussion concerning a proposed well in the 100 block of Ranch Drive by Kendall West Utilities. Action as appropriate.
REASON FOR AGENDA ITEM	Discussion
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Traffic Regulations
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	Public Hearing
WORDING OF AGENDA ITEM	<p>Public Hearing (10:00 a.m.) – Pursuant to Transportation Code section 251.152, the Court will receive comments from the public regarding the proposed order regulating vehicular traffic on county roads, to wit:</p> <p>Stop Signs: Joe Klar Rd @ Coveney Tr. (Remove stop signs on Joe Klar) Cedar Ln @ Kendall Oak Dr Doe Dr @ Kendall Oak Dr Fawn Ln @ Kendall Oak Dr Elm Springs Dr @ Wollschlager Dr Elm Springs Dr @ Kendall Oak Dr Carolyn Ln @ Wollschlager Dr Cibolo Oak Ln @ Oak Bluff Blvd Cibolo Ave @ Oak Bluff Blvd Cravey Rd @ Walnut Grove North Marquardt Rd @ Cravey Rd Walnut Grove North @ Violet Pass Violet Pass @ Marquardt Rd Blaschke Rd @ Waring Rd (Eliminate) Waring Rd @ Blaschke Rd (Eliminate) Front St @ 4th St (4 Way Stop) Front St @ 3rd St (4 Way Stop) Front St @ 2nd St (4 Way Stop)</p> <p>Yield Sign: Alamo Rd @ Old No. 9 (Eliminate)</p> <p>No Dumping Signs: Sabine Rd from 0.7 to 1 mile Old Fredericksburg Rd @ County Line</p>
REASON FOR AGENDA ITEM	Transportation Code section 251.152 provides that before the Commissioners Court issues a traffic regulation under the Code, the Court must hold a public hearing concerning the proposed regulation. Notices were published June 24, 2016 and July 1, 2016 in The Boerne Star.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Operators of motor vehicles on county roads.
ADDITIONAL INFORMATION	The list for proposed locations for signs has been on the County website and available in the Development Management Office since June 24, 2016.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2016
OPEN SESSION

SUBJECT	Traffic Regulations
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to adopt Kendall County Order No. 07-11-2016 pursuant to Transportation Code Section 251.151, for the purpose of regulating vehicular traffic on county roads.
REASON FOR AGENDA ITEM	Safety and traffic flow
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Operators of motor vehicles on county roads.
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

KENDALL COUNTY ORDER NO. 07-11-2016

ORDER REGULATING TRAFFIC IN THE UNINCORPORATED AREA OF KENDALL COUNTY

WHEREAS, THE COMMISSIONERS COURT OF KENDALL COUNTY HAS THE AUTHORITY TO REGULATE TRAFFIC ON COUNTY ROADS PURSUANT TO SECTION 251.151, TRANSPORTATION CODE;

NOW THEREFORE, THE FOLLOWING ORDER REGULATING TRAFFIC ON COUNTY ROADS IS ADOPTED AND EFFECTIVE ON THE DATES INDICATED:

SECTION 1. PUBLIC NOTICE AND HEARING: PRIOR TO ADOPTING THIS ORDER, THE COMMISSIONERS COURT PUBLISHED NOTICE AND CONDUCTED A PUBLIC HEARING IN ACCORDANCE WITH SECTION 251.152, TRANSPORTATION CODE.

SECTION 2. FINDINGS: THE COMMISSIONERS COURT FINDS THAT THE FOLLOWING TRAFFIC REGULATIONS ARE NECESSARY FOR THE PUBLIC SAFETY:

SECTION 3. REGULATIONS

1. STOP SIGNS OR YIELD SIGNS SHALL BE POSTED OR REMOVED AT THE INTERSECTIONS AS INDICATED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.
2. NO DUMPING SIGNS SHALL BE POSTED AT THE LOCATIONS INDICATED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

SECTION 4. POSTING/REMOVAL: THE ROAD AND BRIDGE DEPARTMENT IS DIRECTED TO PREPARE AND POST APPROPRIATE SIGNAGE REGULATING TRAFFIC AS ADOPTED HEREIN AND/OR REMOVE SIGNAGE AS INDICATED HEREIN.

SECTION 5. EFFECTIVE DATE: THIS ORDER IS EFFECTIVE IMMEDIATELY. THE REGULATIONS ADOPTED HEREIN SHALL BECOME EFFECTIVE WHEN APPROPRIATE SIGNS GIVING NOTICE OF THE TRAFFIC REGULATIONS ARE INSTALLED.

SECTION 6. PENALTIES: A VIOLATION OF THIS ORDER IS A CLASS C MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$200.00.

SECTION 7. REPEAL OF CONFLICTING ORDERS: ALL PRIOR ORDERS ADOPTED BY THE COMMISSIONERS COURT OF KENDALL COUNTY WHICH ARE IN CONFLICT WITH THIS ORDER ARE HEREBY REPEALED.

SECTION 8. SEVERABILITY: SHOULD ANY PROVISION OF THIS ORDER BE HELD INVALID, VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, SUCH INVALID, VOID OR UNENFORCEABLE PROVISION SHALL BE SEVERED FROM THIS ORDER AND THE REMAINING AND UNAFFECTED PROVISIONS OF THIS ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

ADOPTED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS ON THE 11TH DAY OF JULY 2016.

DARREL L. LUX
COUNTY JUDGE, KENDALL COUNTY, TEXAS

ATTEST:

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY, TEXAS

EXHIBIT "A"
(KENDALL COUNTY ORDER NO. 07-11-2016)

<u>PRECINCT</u>	<u>LOCATION/INTERSECTION</u>	<u>SIGN</u>	<u>CHANGE</u>
2	Old Fredericksburg Rd. @ County Line	No Dumping	New
2	Joe Klar Rd. @ Coveney Tr. (Remove signs on Klar)	Stop	Change
4	Sabine Rd (From .7 to 1 Mile)	No Dumping	New
4	Cedar Ln. @ Kendall Oak Dr.	Stop	New
4	Doe Dr. @ Kendall Oak Dr.	Stop	New
4	Fawn Ln. @ Kendall Oak Dr.	Stop	New
4	Elm Springs Dr. @ Wollschlager Dr.	Stop	New
4	Elm Springs Dr. @ Kendall Oak Dr.	Stop	New
4	Carolyn Ln. @ Wollschlager Dr.	Stop	New
4	Cibolo Oak Ln. @ Oak Bluff Blvd.	Stop	New
4	Cibolo Ave. @ Oak Bluff Blvd.	Stop	New
4	Cravey Rd. @ Walnut Grove North	Stop	New
4	Marquardt Rd. @ Cravey Rd.	Stop	New
4	Walnut Grove North @ Violet Pass	Stop	New
4	Violet Pass @ Marquardt Rd.	Stop	New
4	Blaschke Rd. @ Waring Rd.	Stop	Eliminate
4	Waring Rd. @ Blaschke Rd.	Stop	Eliminate
4	Alamo Rd. @ Old #9	Yield	Eliminate
4	Front St. @ 4 th St (4Way Stop)	Stop	New
4	Front St. @ 3rd St. (4Way Stop)	Stop	New
4	Front St @ 2 nd St (4Way Stop)	Stop	New