



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally 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 the Minutes for September 23, 2019.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/15/2019
OPEN SESSION

SUBJECT	Domestic Violence Awareness Month - October
DEPARTMENT & PERSON MAKING REQUEST	Hattie Allen, Executive Director, Kendall County Women's Shelter Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 212
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of October as Domestic Violence Awareness Month.
REASON FOR AGENDA ITEM	To bring awareness concerning domestic violence.
IS THERE DOCUMENTATION	Yes, the proclamation
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



Proclamation for Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, Kendall County Women's Shelter is the only shelter center in Kendall County that provides safe emergency shelter, critical advocacy, supportive services, and assistance to victims of domestic violence in efforts to move victims towards self-sufficiency and a life free from violence; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home;

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I do hereby proclaim the month of October to be Domestic Violence Awareness Month and urge all citizens to actively participate in scheduled activities and programs to work toward eradicating domestic violence, improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed this 15th day of October 2019.

Darrel L. Lux
Kendall County Judge



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Home-Delivered Meals Resolution
DEPARTMENT & PERSON MAKING REQUEST	Emily Perry, Rainbow Senior Center Development Director Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Resolution pertaining to the Rainbow Senior Center's application for grant funds from the Texas Department of Agriculture for home-delivered meals.
REASON FOR AGENDA ITEM	The Rainbow Senior Center wants to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Those eligible for the services.
ADDITIONAL INFORMATION	None



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL
GRANT PROGRAM

COMMISSIONER SID MILLER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF KENDALL TEXAS (County)
CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO
RAINBOW SENIOR CENTER

(Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO
HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A
DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE
ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of
Agriculture to supplement and extend existing services homebound persons in the County who
are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program
(Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-
delivered meal services to make a grant to the Organization, in order for the Organization to be
eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting
system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the
amount of \$15,000.00 to be used between the:

1 of October, 2019 and the 30 of September, 2020.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to
homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting
system or fiscal agent which meets financial management system requirements as set forth in
Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this 15 day of
October, 2019.

Signature of Authorized Official

Darrel L. Lux, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 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: 10/15/2019 OPEN SESSION	
SUBJECT	Accept Donations
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 accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
REASON FOR AGENDA ITEM	Accept donations received in September
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court October 15, 2019

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

The following donations were received from September 1, 2019 thru September 30, 2019.

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
09/04/19	\$ 50.00	Josh Criddle	Cash	Animal Shelter
09/07/19	\$ 15.00	Mark Roddy	Credit Card	Animal Shelter
09/10/19	\$ 10.00	Barbara James	Credit Card	Animal Shelter
09/16/19	\$ 10.00	Armando Santos	Credit Card	Animal Shelter
09/16/19	\$ 14.00	Armando Santos	Credit Card	Animal Shelter
09/17/19	\$ 35.00	Mary Burchell	Cash	Animal Shelter
09/18/19	\$ 200.00	Comfort Health & Wellness Club	Cash	Animal Shelter
09/19/19	\$ 5.00	Tammi Escajeda	Credit Card	Animal Shelter
09/25/19	\$ 80.00	Brian Hawes	Credit Card	Animal Shelter
09/26/19	\$ 5.00	Andrea Noskrent	Cash	Animal Shelter
09/27/19	\$ 20.00	Eizabeth Burnett	Credit Card	Animal Shelter
09/27/19	\$ 29.40	Unity Church of Boerne	Cash	Animal Shelter
09/27/19	\$ 5.00	Diamond Perales	Cash	Animal Shelter
09/28/19	\$ 10.00	Amber Smith	Credit Card	Animal Shelter
09/28/19	\$ 5.00	Tessa Ammann	Cash	Animal Shelter
09/28/19	\$ 5.00	Michele Segura	Cash	Animal Shelter
09/28/19	\$ 5.00	Julie Rose	Credit Card	Animal Shelter
09/30/19	\$ 225.00	Jonna Clark	Cash	Animal Shelter



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 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
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	2020 U.S. Census
DEPARTMENT & PERSON MAKING REQUEST	Richard Castanon, U.S. Census Bureau Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Presentation on the 2020 U.S. Census.
REASON FOR AGENDA ITEM	Provide information to the Court about the process the U.S. Census Bureau is implementing to help counties and cities prepare for the 2020 Census count to ensure a complete and accurate enumeration of all Kendall County residents.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Public
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Public Hearing Champee Springs Ranches Tracts 8G & 8F1
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Public hearing on the application filed by Sidney and Marcie Edwards for the proposed revision of the subdivision plat for Champee Springs Ranches filed in Volume 3 Page 369 of the plat records of Kendall County, Texas. The proposed plat action would revise the configuration of Tract 8G and create 2 tracts out of 8F1 (Wes Rexrode, Pfeiffer Land Surveying)
REASON FOR AGENDA ITEM	Public Hearing Champee Springs Ranches Tracts 8G & 8F1
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Request for Relief Champee Springs Ranches Tracts 8G & 8F1
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
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 in accordance with Sections 300.1100 of the Kendall County Development Rules and Regulations. The proposed plat revision would create two tracts. The proposed 50 acre tract would have 60' of frontage on Ranger Creek Road. (Wes Rexrode, Pfeiffer Land Surveying)
REASON FOR AGENDA ITEM	Request for Relief Champee Springs Ranches Tracts 8G & 8F1
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

LOCATION MAP



NOT TO SCALE

SUBJECT
TRACTS



RANGER CREEK ROAD

BOERNE

INTERSTATE NO. 10

SCHOOL STREET

MAIN STREET

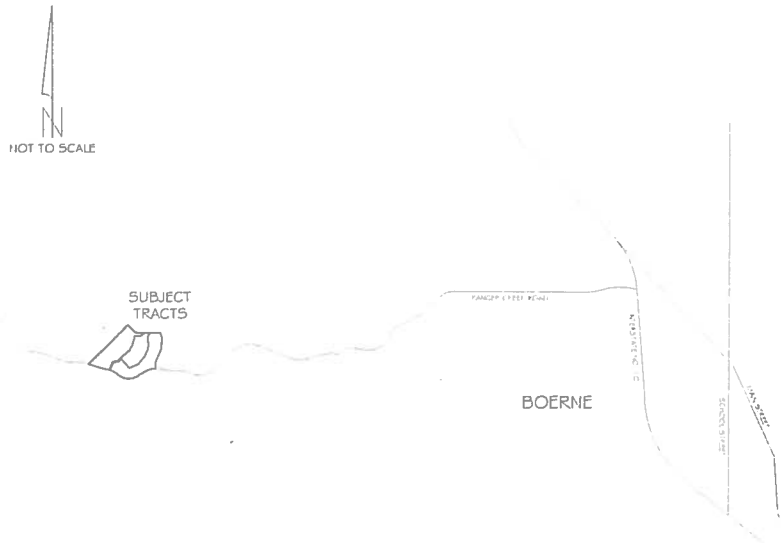
- Notes:
- These lots are in the Boerne Independent School District.
 - These lots are not in Flood Hazard Zone A as shown on the Flood Insurance Rate Map No. 44020-0120W, Effective Date December 17, 2010.
 - Water service provided by private on-site water wells meeting the requirements of (200) Texas Groundwater Conservation District and TCEQ. Wells shall have a 100' radius Secondary Control Easement unless a smaller easement is permitted by the Texas Groundwater Conservation District. Well information is shown supplied by the Texas Groundwater Conservation District records.
 - Sanitary facilities are provided by private on-site sanitary facilities in accordance with the rules of the County Health Department and TCEQ.
 - Electrical service to this tract provided by Boerne Electric Cooperative.
 - Telephone service to this tract provided by Southern Valley Telephone Cooperative.
 - These lots are not within the ETJ of any incorporated city.
 - When sub-slopes for stormwater management are provided, a minimum sub-slope of 4:1 has been required by Kendall County. In these areas the road easement lines for the roads will conform to the established line of slope per any additional area required for drainage of outlet systems.
 - All building setbacks, utility easements, unrecorded easements, plat restrictions, and restrictions and zoning ordinances, if any, should be consulted by the home owners association, landowner or other architectural control committee before any planning or construction.
 - This plat does not alter or amend any existing easements or setbacks shown on other records.

PLAT REVISION - CHAMPEE SPRINGS RANCHES

A PLAT REVISION of Tract 8G in CHAMPEE SPRINGS RANCHES recorded in Volume 3, Pages 169-186, Plat Records, Kendall County, Texas AND Tract 8F1 in CHAMPEE SPRINGS RANCHES recorded in Volume 3, Page 369, Plat records, Kendall County, Texas, creating Lot 8G1, Lot 8F2 and Lot 8F3 in CHAMPEE SPRINGS RANCHES.

THREE NEW TRACTS AND NO NEW ROADS

LOCATION MAP



STATE OF TEXAS
COUNTY OF KENDALL

The owners of the land identified by tract numbers recorded in the volume and page numbers shown on this plat and whose names are subscribed hereto and in person or through duly authorized agents, acknowledge that this plat was made from actual surveys on the ground and dedicates to the use of the public forever all streets, alleys parks, water courses, drain easements and public places thereon shown for the purpose and consideration therein expressed.

Sidney E. Edwards

Marcie A. Edwards

STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Sidney E. Edwards and Marcie A. Edwards, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____ A.D., 2019.

State of Texas Notary Public

STATE OF TEXAS
COUNTY OF KENDALL
I certify that this plat was prepared from surveys of the property made on the ground under my supervision.
Date: September 4, 2019.



Wes Rexrode
Registered Professional
Land Surveyor No. 6001
918 Adler Street
Boerne, Texas 78006

STATE OF TEXAS
COUNTY OF KENDALL
Before me, the undersigned authority, on this day personally appeared Wes Rexrode, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this _____ day of _____ A.D., 2019.

State of Texas
Notary Public

STATE OF TEXAS #
COUNTY OF KENDALL #

I, _____, County Clerk of said county, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____ A.D., 2019 at _____ M. in the plat records of said county in Volume _____ on Pages _____.

Tax Certificate Affidavit filed this date in Volume _____, Pages _____, Kendall County Official Records.

In testimony whereof, witness my hand and official seal of office, this _____ day of _____ A.D., 2019.

County Clerk
Kendall County, Texas

By: _____, Deputy

The Engineering Consultant, County Engineer or Project Engineer of Kendall County, Texas has reviewed this PLAT REVISION for conformance to all requirements of the Kendall County Development Rules and Regulations.

_____, 2019.
Engineer Date

This PLAT REVISION of Tract 8G and Tract 8F1 in CHAMPEE SPRINGS RANCHES into Lot 8G1, Lot 8F2 and Lot 8F3 has been submitted to and considered by the Commissioners Court of Kendall County, Texas and is hereby approved by such court.

Dated this _____ day of _____ A.D., 2019.

County Judge

Commissioner, Pct. No. 1

Commissioner, Pct. No. 2

Commissioner, Pct. No. 3

Commissioner, Pct. No. 4





SCALE: 1" = 300'

55T BROWN FAMILY
PARTNERSHIP LTD
VARIOUS TRACTS
VOLUME 915, PAGES
759-763
OFFICIAL RECORDS

CHAMPEE SPRINGS
RANCHES
TRACT 7A
VOLUME 3, PAGES
169-186
PLAT RECORDS

LOT 8G
84.15 ACRES

LOT 8F1
126.25 ACRES

CHAMPEE SPRINGS
RANCHES
TRACT 8E1
VOLUME 3, PAGE
369
PLAT RECORDS

RANGER CREEK ROAD
90' WIDE PUBLIC ROAD PER PLAT

EXISTING - AS RECORDED

PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385



TRACT 8G IN CHAMPEE SPRINGS RANCHES RECORDED IN
VOLUME 3, PAGES 169-186, PLAT RECORDS, KENDALL
COUNTY, TEXAS AND TRACT 8F1 IN CHAMPEE SPRINGS
RANCHES RECORDED IN VOLUME 3, PAGE 369, PLAT
RECORDS, KENDALL COUNTY, TEXAS



SCALE: 1" = 300'

SST BROWN FAMILY
PARTNERSHIP LTD
VARIOUS TRACTS
VOLUME 915, PAGES
759-763
OFFICIAL RECORDS

CHAMPEE SPRINGS
RANCHES
TRACT 7A
VOLUME 3, PAGES
169-186
PLAT RECORDS

LOT 8G1
+/- 79.63
ACRES

LOT 8F2
50.00
ACRES

LOT 8F3
+/- 80.77
ACRES

CHAMPEE SPRINGS
RANCHES
TRACT 8E1
VOLUME 3, PAGE
369
PLAT RECORDS

60.0'

RANGER CREEK ROAD
90' WIDE PUBLIC ROAD PER PLAT

PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006



830-249-3385
FROM HIS SURVEYS



AMENDED - AS SURVEYED

LOT 8G1, LOT 8F2 AND LOT 8F3 IN
CHAMPEE SPRINGS RANCHES.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Final Plat, Cordillera Ranch Unit 1, Phase 2
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - 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 Final Plat for Cordillera Ranch, Unit 1, Phase 2, in accordance to Section 203 of the 1990 Kendall County Regulations Rules and Specifications for Roads and Subdivisions. The proposed subdivision consists of 17.509 acres, 5 residential lots, and no new roadway with a density of 3.50 acres per lot. The proposed subdivision will be served by central water and On-Site Sewage Facilities. (CR DEVCO 2013, LLC) Richard Elkins Commissioner Pct. #2, Rick Tobolka, County Engineer
REASON FOR AGENDA ITEM	Final Plat, Cordillera Ranch Unit 1, Phase 2
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Presentation on Proposed Subdivision Development at 22 Old Fredericksburg Rd.
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Mary Ellen Schulle
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Presentation by Cude Engineers concerning a proposed subdivision development at 22 Old Fredericksburg Rd. Joshua Cude, Cude Engineers
REASON FOR AGENDA ITEM	Presentation on Proposed Subdivision Development at 22 Old Fredericksburg Rd.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Hill Country Dispute Resolution Center Contract
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of the contract with the Hill Country Dispute Resolution Center.
REASON FOR AGENDA ITEM	The Hill Country Dispute Resolution Center is a 501(c)(3) nonprofit corporation providing mediation services for Kendall County residents since 2003. Their pro-bono mediators, many of whom are attorneys, judges or other professionals, enable them to provide conflict resolution for all Kendall County residents that is accessible and affordable.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

STATE OF TEXAS

KENDALL COUNTY

HCDRC CONTRACT

WHEREAS, KENDALL COUNTY (hereinafter "COUNTY"), through its Commissioners Court, has the authority, under Chapter 152, Texas Civil Practice & Remedies Code, as amended, to contract for alternative dispute resolution services; and

WHEREAS, the Hill Country Dispute Resolution Center, hereinafter "HCDRC," a Texas non-profit corporation, has been formed for the purpose of and is engaged in providing alternative dispute resolution services; and

WHEREAS, COUNTY and HCDRC desire to continue an agreement to provide alternative dispute services to the citizens of Kendall County, hereinafter "citizens";

NOW THEREFORE; it is agreed between the COMMISSIONERS COURT of KENDALL COUNTY and HCDRC as follows:

1. Consideration. In consideration for the services set out herein to be provided to citizens by HCDRC, COUNTY shall (a) provide space at the courthouse and ancillary services suitable for mediation services, (b) pay over to HCDRC Alternative Dispute Resolution fees collected by the District Clerk and County Clerk of Kendall County as authorized by applicable law; such amounts to be paid to HCDRC quarterly beginning on the first working day of each quarter beginning on the first working day of January, 2020, and continuing to be paid on the first working day of April, 2020; July, 2020; and October, 2020.
2. Services. HCDRC will provide alternative dispute resolution services to citizens through the Kendall County Justices of the Peace courts, County Court, the 451st Judicial District, and any other courts located in Kendall County.
3. IRS classification. HCDRC is a tax-exempt non-profit 501(c)(3) corporation. Its IRS EIN is 364506319.
4. Financial and Performance reports. A copy of HCDRC's performance review for calendar year 2018 is attached as "Exhibit A" to this Contract. A copy of HCDRC's independent end-of-year financial report of all expenditures and income for the calendar year 2018 is attached as "Exhibit B".

5. Term. The Term of this agreement is one year beginning on October 1, 2019, and ending on September 30, 2020, unless earlier terminated by either party on thirty (30) days written notice. The date of the commencement of the term of said agreement may be modified by agreement of the parties.
6. Use of funds. The monies paid to HCDRC shall be expended solely for the provision of salaries to employees of HCDRC and operational expenses of HCDRC.
7. Books and records. All books and records of HCDRC shall be open for inspection during normal business hours to any member of the public, the Kendall County Auditor, and such persons or entities as may be given that authority, in writing, by the COUNTY, provided, however, that this clause shall in no way be construed to override the provisions of the Federal Privacy Act or other state or federal law or regulation concerning the disclosure of confidential or privacy matters.
8. Non-exclusion. This contract is not exclusive and COUNTY reserves the right to contract with additional parties for the provision of the aforementioned services to the courts and other Kendall County departments engaged in the providing of alternative dispute services to residents of Kendall County.
9. Effective date. This agreement is effective upon approval by Order of the COUNTY.
10. Non-discrimination. HCDRC agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination by HCDRC's employees or principals on the basis of race, sex, age, religion, color, handicap, disability, national origin, language, political affiliation, political belief or other non-merit factor. Any act of discrimination shall constitute a material breach of this contract.
11. Sexual harassment prohibited. HCDRC further agrees to adopt and maintain a policy that prohibits sexual harassment. Any act of sexual harassment by HCDRC'S employees or principals constitutes a material breach of this contract.
12. Applicable laws. HCDRC agrees to comply with any and all applicable laws, local, state, and federal, regarding work hours, safety, wages, social security benefits, discrimination and/or workers compensation. This clause places a duty to meet the requirements of such laws only if the law itself places such a duty on HCDRC. Any act in violation of any of those laws or ordinances shall constitute a material breach of this contract.

13. Default.

- a. In the event either party shall fail to keep, observe or perform any covenant, agreement, term or provision of this contract to be kept, observed or performed by such party, respectively, and such default shall continue for a period of ten (10) days after notice thereof by the non-defaulting party to the other, then in any such event the non-defaulting party shall be entitled to terminate this contract.
- b. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such a waiver nor exhaust the same, which shall be continuing. No notice to or demand on either party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of either party to any other or further action in any circumstances without notice or demand.

14. Successors and assigns. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns; provided that HCDRC may not assign this contract without COUNTY'S prior written consent.

15. Governing law. This contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This contract shall be enforceable in Kendall County, Texas and venue shall also lie in Kendall County, Texas.

16. Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail; if given by registered or certified mail, same shall be deemed to have been given and received when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the addresses set forth below. Any party hereto may at any time by giving ten (10) days written notice to the other party hereto designate any other address in substitution of the address given below to which such notice or communication shall be given.

17. Severability. If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

18. Relationship. The parties hereby agree that this contract is for the provision of the services described herein and hereby renounce the existence of any other relationship. In no event shall COUNTY have any obligation or liability whatsoever with respect to any debts, obligations or liabilities of HCDRC, and HCDRC shall have no authority to bind COUNTY to any contract, matter or obligation. No duties of COUNTY are delegated to HCDRC by this contract and any provision which is or may be held to be such a delegation shall be of no force or effort.

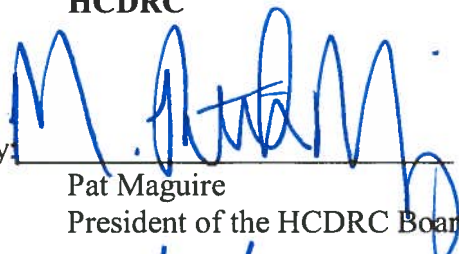
19. Modification and termination. This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and HCDRC, except as herein otherwise provided.

20. Total agreement. This contract is a total and complete integration of any and all undertakings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

KENDALL COUNTY

HCDRC

By: _____
Darrel L. Lux
Kendall County Judge

By: 
Pat Maguire
President of the HCDRC Board

Date: _____

Date: 9/23/19

NOTICES

COUNTY:

HCDRC:

Kendall County Commissioners Court
c/o Kendall County Judge
201 E. San Antonio #122
Boerne, Texas 78006

Ed Reaves
Executive Director, HCDRC
327 Earl Garrett, Suite 105
Kerrville, Texas 78028

**EXHIBIT A
TO HCDRC CONTRACT**

**Hill Country Dispute Resolution Center, Inc.
327 Earl Garrett, Suite 105, Kerrville, TX 78028
830-792-5000 Toll Free 888-292-1502**

**PERFORMANCE REPORT
CALENDAR YEAR 2018**

During the 2018 calendar year, the Hill Country Dispute Resolution Center (HCDRC) held a total of 170 mediations. 130 of those cases resulted in an agreement, which was a settlement rate of 76%.

We mediated 10 cases involving Kendall County residents during 2018. Eight of those cases resulted in a settlement agreement, which is a settlement rate of 80%. The two which didn't settle were both divorce cases.

Our 2018 Kendall County mediations included six divorce cases and two Suit Affecting the Parent-Child Relationship cases, which is a category that includes paternity, child support and modification actions.

Other Kendall County cases mediated during 2018 included one Child Protective Service case, and one personal injury case, which both settled. During 2019 we have mediated six additional cases involving Kendall County residents through 08/31/19.

The HCDRC uses only trained mediators. Our mediators include attorneys, retired judges, and highly qualified individuals from a variety of other professions. Cases may be held at the request of the parties, or by court referral.

Texas county clerk's offices have estimated that the daily costs saved by successful mediation for each day of trial at between \$1,500 and \$10,000. By any measure, substantial savings were achieved by the 8 successful mediations of Kendall County cases settled during 2018. An added bonus is that the parties are more satisfied with agreements that they helped to make, and are less likely to come back to court later.

Successful mediation also helps to relieve overcrowding in our courts and can save the parties a great deal of anguish and expense.

The funding which the Kendall County Commissioners' Court provides is greatly appreciated.

Respectfully Submitted,

J. Edward Reaves, Jr.

J. Edward Reaves, Jr.
Executive Director
September 18, 2019

Hill Country Dispute Resolution Center, Inc

Profit & Loss Prev Year Comparison

January through December 2018

	Jan - Dec 18	Jan - Dec 17	\$ Change
Ordinary Income/Expense			
Income			
Contributions Income			
County Funding	47,466.20	43,651.12	3,815.08
Unrestricted	17.41	445.52	-428.11
Total Contributions Income	47,483.61	44,096.64	3,386.97
Interest Income			
Savings	0.55	0.79	-0.24
Total Interest Income	0.55	0.79	-0.24
Program Fees			
Mediation	86,645.00	77,705.00	8,940.00
Training Mediator	7,800.00	0.00	7,800.00
Total Program Fees	94,445.00	77,705.00	16,740.00
Services			
Training Mediator	0.00	300.00	-300.00
Total Services	0.00	300.00	-300.00
Total Income	141,929.16	122,102.43	19,826.73
Expense			
Advertising			
Website Upkeep	575.00	515.00	60.00
Total Advertising	575.00	515.00	60.00
Bank Service Charges	114.00	92.00	22.00
Copier Lease	2,156.38	2,087.75	68.63
Depreciation Expense	0.00	127.00	-127.00
Dues and Subscriptions	1,560.50	545.00	1,015.50
Education & Training	702.99	690.00	12.99
Insurance			
Liability Insurance	1,843.00	1,688.00	155.00
Workmen's Compensation	679.00	636.00	43.00
Total Insurance	2,522.00	2,324.00	198.00
Licenses and Permits	0.00	100.00	-100.00
Office Supplies	4,553.61	3,158.03	1,395.58
Payroll Expenses			
Salary	96,833.24	85,599.92	11,233.32
Taxes Payroll			
FICA	6,003.63	5,307.18	696.45
Medicare	1,404.08	1,241.18	162.90
Total Taxes Payroll	7,407.71	6,548.36	859.35
Total Payroll Expenses	104,240.95	92,148.28	12,092.67
Postage and Delivery	115.16	49.38	65.78
Professional Fees			
Accounting	1,000.00	1,045.00	-45.00
Total Professional Fees	1,000.00	1,045.00	-45.00

Hill Country Dispute Resolution Center, Inc
Profit & Loss Prev Year Comparison
 January through December 2018

	Jan - Dec 18	Jan - Dec 17	\$ Change
Program Expense			
Facility Rental	195.00	0.00	195.00
Training Supplies	812.80	0.00	812.80
Total Program Expense	1,007.80	0.00	1,007.80
Rent	9,108.00	9,108.00	0.00
Repairs			
Building Repairs	250.00	173.20	76.80
Computer Repairs	640.50	277.00	363.50
Total Repairs	890.50	450.20	440.30
Telephone	2,449.22	2,458.42	-9.20
Travel & Mediation Meals			
Meals	5,108.92	5,340.76	-231.84
Travel	2,514.40	2,095.83	418.57
Total Travel & Mediation Meals	7,623.32	7,436.59	186.73
Utilities	74.49	74.40	0.09
Volunteer Recognition	0.00	63.34	-63.34
Total Expense	138,693.92	122,472.39	16,221.53
Net Ordinary Income	3,235.24	-369.96	3,605.20
Net Income	3,235.24	-369.96	3,605.20



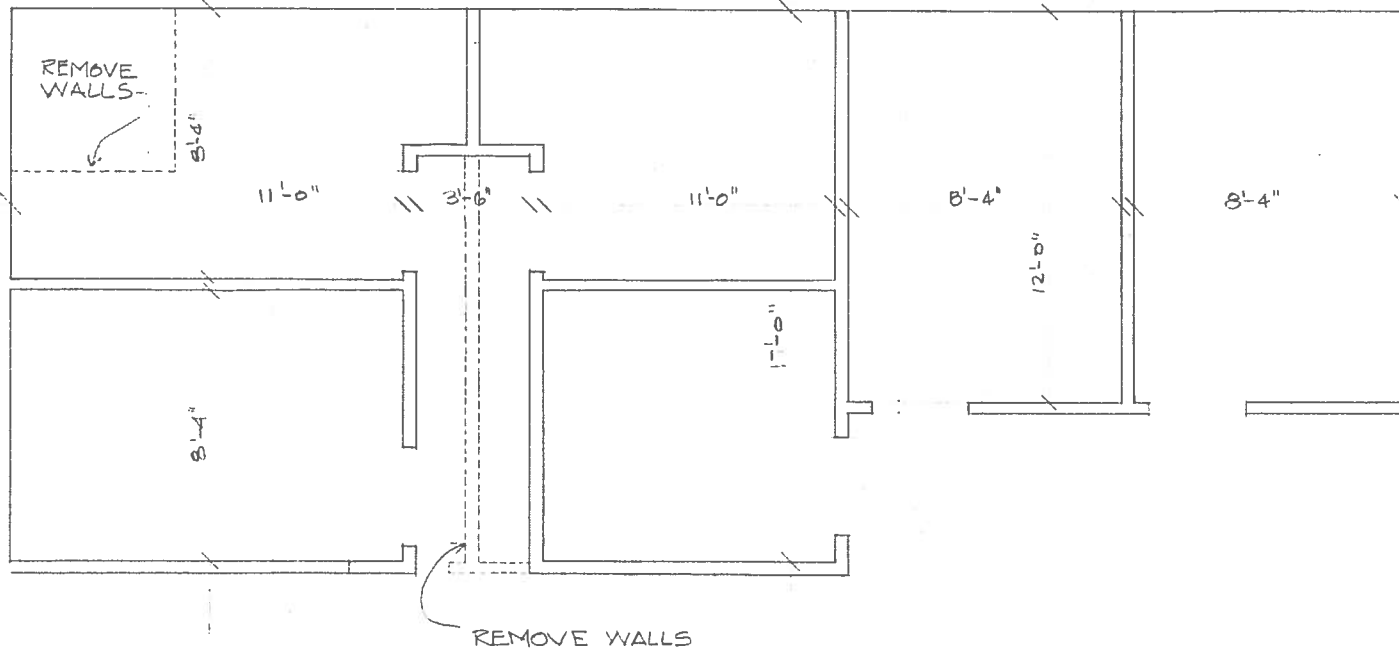
**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Re-Recognition of KCSO by the Texas Police Chiefs Association Foundation
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, Kendall County Sheriff
PHONE # OR EXTENSION #	249-9721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action regarding the re-recognition by Texas Police Chiefs Association Foundation of the Kendall County Sheriff's Office for maintaining its compliance with "Best Practices."
REASON FOR AGENDA ITEM	To approve the re-recognition.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Reconfiguration of three CDA offices into five offices
DEPARTMENT & PERSON MAKING REQUEST	CDA's Office - Nicole Bishop/Donna Sharp
PHONE # OR EXTENSION #	830-249-9343 Ext. 293
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and Approval for the reconfiguration of three CDA offices into five offices.
REASON FOR AGENDA ITEM	Requesting Court approval for Facilities Maintenance to reconfigure three offices into five offices to accommodate growth of CDA staff.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County Criminal District Attorney's Office and Facilities Maintenance
ADDITIONAL INFORMATION	None



SCALE		APPROVED BY	DRAWN BY
DATE			REVISED
			DRAWING NUMBER



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Addition to the Fee Schedule for Fire Code Inspection
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal - EMC
PHONE # OR EXTENSION #	830 249-3721 Ext. 451
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on adding fire safety inspections as well as inspection fees to Temporary Mobile Food Vendor Truck inspections.
REASON FOR AGENDA ITEM	We have several vendors requesting to have a Permit for a one time event in the County. Kendall County already inspects for fire safety but the fee would help offset administrative costs.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Food Vendors wishing to set up and sell products in Kendall County.
ADDITIONAL INFORMATION	Protection of citizens and visitors to events around Kendall County.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Kendall County Animal Shelter OSSF Systems
DEPARTMENT & PERSON MAKING REQUEST	Charity Barnes, Kendall County Animal Shelter
PHONE # OR EXTENSION #	830-249-9343 Ext. 502
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the proposed service agreement with Lonestar Aerobic Services, LLC. for inspection and limited repair of the OSSF systems located at the Kendall County Animal Shelter.
REASON FOR AGENDA ITEM	Annual Contract
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	Lonestar Aerobic Services, LLC. approved waiving the \$25 fee for not executing the agreement by 9/30.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 10/15/2019
OPEN SESSION**

SUBJECT	Placement of Signs
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Road & Bridge Operations Jean Maxwell Operations Supervisor
PHONE # OR EXTENSION #	830-249-9343 ext 652
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action to place No Dumping signs along the right of way in front of Millie's Metal Works.
REASON FOR AGENDA ITEM	To stop the dumping of material on the right of way
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge Operations
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Road Material Bid
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 solicit bids for Road Materials for Fiscal Year 2020.
REASON FOR AGENDA ITEM	Solicit bids for Road Material for FY2020
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Road and Bridge
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 10/15/2019 OPEN SESSION	
SUBJECT	Summary of the August Road Report.
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
PHONE # OR EXTENSION #	830-249-9343 Ext. 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Give a summary of the road activities for August.
REASON FOR AGENDA ITEM	Report the progress of road work.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	County wide progress report.
ADDITIONAL INFORMATION	None.