



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
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 the Minutes for October 26, 2015.
REASON FOR AGENDA ITEM	To approve the Minutes from previous Commissioners Court meeting.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
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: 11/9/2015
OPEN SESSION

SUBJECT	United Way
DEPARTMENT & PERSON MAKING REQUEST	Dan Heckler, United Way Chairman for Kendall County Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	10 minutes
WORDING OF AGENDA ITEM	Presentation on Kendall County United Way Campaign Drive.
REASON FOR AGENDA ITEM	To give information concerning the United Way in Kendall County.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



United Way of Kendall County

The United Way of Kendall County envisions a world where all individuals and families achieve their human potential through education, income stability and healthy lives.

KCUW

P.O. Box 694

Boerne, Texas 78006

www.kcuw.org

Kendall County United Way Board of Directors:

Dan Heckler – President; David Phillip – Treasurer; Lora Carlisle – Secretary; Andrew Voiles; Ashlee Pfeiffer; C.J. Steen; Fred Stumberg; Jamie D'Spain; Jeannemarie Wilson; Jo Lynn Fisher; Jennifer Evans; Laurie Gilmore; Phyllis Sekula; Terri Byers

Purpose of the Kendall County United Way:

To support educational, financial and health needs in our county; specifically organizations equipped to aid children, the aged, and low income families. We provide financial support only to those agencies within Kendall County.

2015 Nonprofit Organizations receiving KCUW Grants were:

Alamo Area Boy Scouts
Angles All Around You
Benedictine Sisters
Blessings in a Backpack
Boerne YMCA
Chamber NPO Economic Impact
Children's Inn
Christian Job Corps of Kendall County
Comfort Golden Age
Girl Scouts of SW TX
Horses Help the Handicap

Hill Country CASA
Hill County Daily Bread
Hill Country Family Services
Hill Country Mission for Health
Hill Country Pregnancy Center
Kendall County Child Services
Kendall County Women's Shelter
LeaderSteps
Rainbow Senior Center
SAMS Kids
Waring Fire Department



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION

SUBJECT	Bond Election for the Law Enforcement Center Jail / Sheriff's Offices / Adult Probation
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	Presentation concerning bond issuance for the Law Enforcement Center.
REASON FOR AGENDA ITEM	Inform the Commissioners Court and the General Public of the bond issuance steps for the Law Enforcement Center.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The general public.
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION**

SUBJECT	Interlocal agreement for housing prisoners in Gillespie County
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Sheriff's Office Al Auxier, Sheriff
PHONE # OR EXTENSION #	830-249-9721
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve interlocal cooperation agreement for prisoner housing in Gillespie County
REASON FOR AGENDA ITEM	To assist with prisoner overcrowding in the Kendall County Jail
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Kendall County Jail
ADDITIONAL INFORMATION	Funding approved in current budget

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

INTERLOCAL COOPERATION AGREEMENT FOR PRISONER HOUSING

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between COUNTY OF GILLESPIE, TEXAS, a political subdivision of the great State of Texas, hereinafter referred to as "GILLESPIE", and COUNTY OF KENDALL, TEXAS, also a political subdivision of the great State of Texas, hereinafter referred to as "KENDALL".

WHEREAS, GILLESPIE is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of GILLESPIE County; and,

WHEREAS, KENDALL is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of KENDALL County; and,

WHEREAS, GILLESPIE and KENDALL desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, GILLESPIE and KENDALL mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, GILLESPIE and KENDALL, for the mutual consideration hereinafter stated, understand and agree as follows, to-wit:

I. Term of Agreement

The term of this Agreement is for twelve months from date of acceptance by GILLESPIE and shall be automatically renewed for successive one year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention not to renew this Agreement subject to the terms and conditions set out in section VII hereof.

II. GILLESPIE Duties

For the purposes and consideration herein stated and contemplated, GILLESPIE shall provide the following necessary and appropriate services for KENDALL to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex and national origin, to wit:

Provide KENDALL and its Sheriff's Office with access to and use of the GILLESPIE County Jail facilities for the holding and incarceration of KENDALL prisoners on a space available basis, including, but not necessarily limited to, adequate personnel necessary to supervise such prisoners, clothing, food, routine medical services, and other appropriate necessities with respect to the number of prisoners that GILLESPIE is holding in its jail facilities for KENDALL. GILLESPIE agrees to provide KENDALL with access to and the use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.

Routine medical services include on-site sick call provided by on-site staff and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside GILLESPIE's facility or by other facility staff, prescription drugs and treatment, or surgical, optical, dental or mental health care, and does not include costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, GILLESPIE shall contact KENDALL, through the Sheriff or his designated representative, as soon as possible to inform KENDALL of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required hospitalization.

In the event that the GILLESPIE Jail Facility shall be at maximum capacity, GILLESPIE reserves the right to require the removal or transfer of KENDALL's prisoners within eight (8) hours after notice to KENDALL, and GILLESPIE agrees to notify KENDALL as soon as possible when a KENDALL prisoner must be removed from the GILLESPIE facilities because of capacity limits.

In no event shall GILLESPIE be required to accept KENDALL's prisoners under the terms and conditions of this Agreement if such transfer of prisoners will cause GILLESPIE Jail facilities to be in violation of the Texas Jail Standards Commission. GILLESPIE, in its sole discretion, shall determine whether a KENDALL prisoner shall be accepted for incarceration by GILLESPIE. Nothing contained herein shall be construed to compel GILLESPIE to accept any prisoner if it would place GILLESPIE in violation of any law or regulation or court order.

Nothing contained herein shall be construed to compel GILLESPIE County Sheriff, acting in his official capacity as keeper of the jail, to accept any prisoner for any reason. The GILLESPIE County Sheriff, in his sole discretion, shall have the right to refuse to accept or to require the removal of any prisoner from the GILLESPIE County Jail if he feels it is in the best interest of GILLESPIE.

III. KENDALL Duties

KENDALL agrees to bring with each prisoner delivered to the GILLESPIE County Jail all packets, jail cards, classification data and other information in the possession of KENDALL regarding each prisoner, and has the duty to immediately advise GILLESPIE of any known dangerous propensities and medical issues, including but not limited to, special diet, medication, or exercise regimen applicable to each prisoner delivered to GILLESPIE.

KENDALL shall be responsible for providing personnel and equipment to administer to KENDALL's prisoners during court proceedings and transport of prisoners to and from court proceedings.

KENDALL shall be responsible for providing guard service if any of its prisoners are admitted to a hospital or other medical facility. If manpower is available, GILLESPIE may provide this guard service at a rate of \$45.00 per hour per officer for which KENDALL agrees to pay GILLESPIE.

KENDALL shall be solely in charge or responsible for the computation or processing of inmate time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. It shall be the responsibility of KENDALL to notify GILLESPIE of the discharge date for an inmate at least 24 hours before such date. GILLESPIE will release inmates only when such release is specifically requested in writing by KENDALL's Sheriff. However, it is agreed that the preferred and usual course of dealing between parties shall be for KENDALL to pick up and return inmates to KENDALL facility before their discharge date, and for KENDALL to discharge the inmate from its own facility. KENDALL is responsible for all paperwork, arrangements and transportation for inmates to be transferred to TDCJ, Institutional Division.

IV. Operations and Safety

GILLESPIE shall be in charge of all control techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this Agreement in regards to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of GILLESPIE stated in this Agreement, and give all attention necessary for such proper supervision and direction.

GILLESPIE and KENDALL hereby agree that GILLESPIE will not house any injured prisoners unless KENDALL has furnished an acceptable medical release, signed by medical personnel, certifying that the prisoner may be incarcerated.

GILLESPIE and KENDALL understand and agree that neither entity is an agent, employee, servant or representative of the other entity, that each entity is responsible for its own acts, deeds, negligence and/or omissions and for those of its agents or employees, and that neither entity's respective agents, employees, servants or representatives shall represent themselves to be agents, employees, servants or representatives of the other entity.

KENDALL agrees to indemnify and hold harmless GILLESPIE, its agents, officers and employees from any and all claims, costs, damages, judgments and other expenses, including reasonable attorney's fees, arising from injuries to persons or damage to property occurring in connection with the performance of their duties unless such injuries or damages are a result of the negligent or intentional wrongful acts of GILLESPIE's agents, officers or employees.

V. Written Communications

The address of KENDALL is:

Kendall County Commissioners Court
Kendall County Courthouse
201 E. San Antonio Ave., Rm. 122
Boerne, TX 78006

The address of GILLESPIE is:

Gillespie County Commissioners Court
Gillespie County Courthouse
101 West Main Street, Unit #9
Fredericksburg, TX 78624
Attn: Honorable Judge Mark Strocher

VI. Compensation

For the services hereinabove stated, KENDALL agrees to pay to GILLESPIE, for the full performance of this Agreement, the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00) for each day or any portion of a day that each KENDALL prisoner is confined in GILLESPIE's facilities. The term "day" is defined as 12 am through 11:59:59 pm Central Standard Time.

KENDALL further agrees to reimburse GILLESPIE for damages which are directly caused to GILLESPIE facilities or employees by the direct action of a KENDALL prisoner.

KENDALL agrees to fully and promptly reimburse GILLESPIE for all medical expenses and all directly related transportation costs incurred by GILLESPIE and medically necessary to the health, safety and welfare of KENDALL's prisoners. GILLESPIE has the right to arrange for the hospital or health care provider to bill KENDALL directly for costs of the transportation, hospitalization and/or medical care, rather than GILLESPIE paying the costs and billing the same to KENDALL.

GILLESPIE will submit an itemized invoice for services provided each month to KENDALL. KENDALL shall make payment to GILLESPIE within thirty (30) days after receipt of the invoice. Payment shall be in the name of GILLESPIE County, Texas and shall be remitted to:

Gillespie County Treasurer
Gillespie County Courthouse
101 West Main Street, Unit #5
Fredericksburg, TX 78624

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable

thereto, which shall be a contractual obligation of KENDALL under this Agreement. KENDALL further agrees that GILLESPIE shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

VII. Termination

This Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party. In the event of such termination by either party, GILLESPIE shall be compensated for all services performed through the date of termination, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should GILLESPIE be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by this Agreement, then KENDALL shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

VIII. Entire Agreement

This Agreement represents the entire and integrated agreement between GILLESPIE and KENDALL and supersedes all prior negotiations, representations, statements, agreements, and understandings relating to its subject matter, whether verbal or written. This Agreement may be amended only by written instrument signed by both GILLESPIE and KENDALL.

IX. Jurisdiction and Venue

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation is payable in GILLESPIE County, Texas. Exclusive venue shall be in GILLESPIE County, Texas.

X. Severability

In the event one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if that portion were not included in the agreement and the agreement shall remain valid and binding.

XI. Assignability

Neither party may assign any rights or duties created by this Agreement without the other party's prior written approval. KENDALL acknowledges that no GILLESPIE officer, agent, employee, or representative has any authority to grant such assignment unless GILLESPIE County Commissioners Court expressly grants that authority. GILLESPIE acknowledges that no KENDALL officer, agent, employee, or representative has any authority to grant such assignment unless KENDALL County Commissioners Court expressly grants that authority.

XII. Legal Authority

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the _____ day of _____, _____.

AGREED TO
GILLESPIE COUNTY, TEXAS

AGREED TO
KENDALL COUNTY, TEXAS

By: _____
County Judge

By: _____
County Judge

Date: _____

Date: _____

County Sheriff

County Sheriff

Date: _____

Date: _____

Approved as to form:

Approved as to form:

County Attorney

County Attorney

Date: _____

Date: _____



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION

SUBJECT	Hill Country Dispute Resolution Center Contract
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	4 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	To agree to terms for alternative dispute resolution services in Kendall County.
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, 2016, and continuing to be paid on the first working day of April, 2016; July, 2016; and October, 2016.
2. Services. HCDRC will provide alternative dispute resolution services to citizens through the Kendall County Justices of the Peace courts, County Court, the 216th 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 2014 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 2014 is attached as "Exhibit B".

5. Term. The Term of this agreement is one year beginning on October 1, 2015, and ending on September 30, 2016, 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.

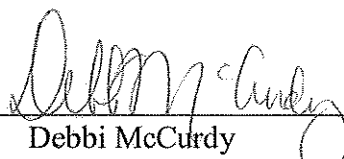
19. Modification and termination. This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and HCDRC, except as herein otherwise provided.

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:  _____
Debbi McCurdy
President of the HCDRC Board

Date: _____

Date: 10/15/15

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 108
Kerrville, Texas 78028

**EXHIBIT A
TO HCDRC CONTRACT**

**Hill Country Dispute Resolution Center, Inc.
327 Earl Garrett, Suite 108, Kerrville, TX 78028
830-792-5000 Toll Free 888-292-1502**

**PERFORMANCE REPORT
CALENDAR YEAR 2014**

During the 2014 calendar year, the Hill Country Dispute Resolution Center (HCDRC) held a total of 164 mediations. 144 of those cases resulted in an agreement, which is a settlement rate of 88%.

During 2014, we mediated 11 cases involving Kendall County residents. Nine of those cases resulted in a settlement agreement, which is a settlement rate of 82%.

The 2014 Kendall County mediations included **seven Child Protective Service (CPS) cases**, one Divorce case, two Suits Involving the Parent-Child Relationship (SAPCR) and one Estate dispute. **All of our Kendall County CPS cases** and other Family Law cases were settled as a result of mediation during 2014.

We have mediated an additional six Kendall County cases so far in 2015 and 100% of those cases were also settled.


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. **Each CPS case takes at least 5 days for a jury trial** according to the Associate Judges who preside over those cases. By any measure, substantial savings were achieved by the successful mediation of the Kendall County cases settled during 2014. 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.
Executive Director
October 14, 2015

Hill Country Dispute Resolution Center, Inc
Profit & Loss Prev Year Comparison
 January through December 2014

	Jan - Dec 14	Jan - Dec 13	\$ Change
Ordinary Income/Expense			
Income			
Contributions Income			
County Funding	36,270.98	34,320.75	1,950.23
Total Contributions Income	36,270.98	34,320.75	1,950.23
Interest Income			
Savings	0.22	0.78	-0.56
Total Interest Income	0.22	0.78	-0.56
Program Fees			
Mediation			
Cancellation Fees	0.00	250.00	-250.00
Mediation - Other	69,060.00	69,280.00	-220.00
Total Mediation	69,060.00	69,530.00	-470.00
Total Program Fees	69,060.00	69,530.00	-470.00
Services			
Training Mediator	7,900.00	11,580.00	-3,680.00
Total Services	7,900.00	11,580.00	-3,680.00
Total Income	113,231.20	115,431.53	-2,200.33
Expense			
Advertising			
Website Upkeep	467.50	445.00	22.50
Total Advertising	467.50	445.00	22.50
Bank Service Charges	84.00	86.50	-2.50
Copier Lease	1,894.07	216.00	1,678.07
Depreciation Expense	0.00	881.00	-881.00
Dues and Subscriptions	924.00	1,244.00	-320.00
Education & Training	857.25	290.00	567.25
Insurance			
Liability Insurance	1,614.00	1,547.05	66.95
Workmen's Compensation	677.00	620.68	56.32
Total Insurance	2,291.00	2,167.73	123.27
Licenses and Permits	77.00	0.00	77.00
Office Supplies	3,221.38	4,998.38	-1,777.00
Payroll Expenses			
Salary	76,524.93	79,541.59	-3,016.66
Taxes Payroll			
FICA	4,762.27	4,931.56	-169.29
Medicare	1,109.61	1,153.33	-43.72
Taxes Payroll - Other	283.69	348.44	-64.75
Total Taxes Payroll	6,155.57	6,433.33	-277.76
Total Payroll Expenses	82,680.50	85,974.92	-3,294.42
Postage and Delivery	35.18	116.70	-81.52
Printing and Reproduction	152.21	0.00	152.21

Hill Country Dispute Resolution Center, Inc

Profit & Loss Prev Year Comparison

January through December 2014

	Jan - Dec 14	Jan - Dec 13	\$ Change
Professional Fees			
Accounting	760.00	1,100.00	-340.00
Mediation	0.00	0.00	0.00
Total Professional Fees	<u>760.00</u>	<u>1,100.00</u>	<u>-340.00</u>
Program Expense			
Facility Rental	202.50	326.25	-123.75
Training Conference	0.00	300.00	-300.00
Training Supplies	944.14	928.30	15.84
Program Expense - Other	0.00	300.00	-300.00
Total Program Expense	<u>1,146.64</u>	<u>1,854.55</u>	<u>-707.91</u>
Rent	9,108.00	9,108.00	0.00
Repairs			
Computer Repairs	0.00	665.50	-665.50
Equipment Repairs	0.00	59.54	-59.54
Total Repairs	<u>0.00</u>	<u>725.04</u>	<u>-725.04</u>
Telephone	3,508.50	3,423.37	85.13
Travel & Mediation Meals			
Meals	5,590.63	4,448.55	1,142.08
Travel	2,038.09	2,139.38	-101.29
Total Travel & Mediation Meals	<u>7,628.72</u>	<u>6,587.93</u>	<u>1,040.79</u>
Volunteer Recognition	227.89	0.00	227.89
Total Expense	<u>115,063.84</u>	<u>119,219.12</u>	<u>-4,155.28</u>
Net Ordinary Income	<u>-1,832.64</u>	<u>-3,787.59</u>	<u>1,954.95</u>
Net Income	<u>-1,832.64</u>	<u>-3,787.59</u>	<u>1,954.95</u>



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION**

SUBJECT	Community Supervision and Corrections Department (CSCD) - Statement of Financial Position
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor Jody Lange, CSCD Director
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Presentation of the Community Supervision and Corrections Department Statement of Financial Position for the fiscal year ending August 31, 2015.
REASON FOR AGENDA ITEM	CSCD requirement
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	CSCD
ADDITIONAL INFORMATION	None

STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2015

CSCD:

ASSETS

CASH	<u>\$ 142,592.34</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>\$ 16,378.72</u>	
Due from CJAD		
Other	<u>\$ 339.92</u>	
TOTAL ASSETS		<u><u>\$ 159,310.98</u></u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u>\$ 7,994.90</u>	
Community Corrections	<u>\$ 15,309.70</u>	
Diversion Programs		
TAIP		
TOTAL LIABILITIES		<u><u>\$ 23,304.60</u></u>

FUND BALANCES

Basic Supervision	<u>\$ 135,894.40</u>	
Community Corrections	<u>\$ 111.98</u>	
Diversion Programs		
TAIP		
TOTAL FUND BALANCES		<u><u>\$ 136,006.38</u></u>
TOTAL FUND BALANCES AND LIABILITIES		<u><u>\$ 159,310.98</u></u>

CSCD Director/Grant Recipient (signature)

DATE

Corinna Speer

10/26/15

Fiscal Officer (signature)

DATE



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015

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, Texas Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

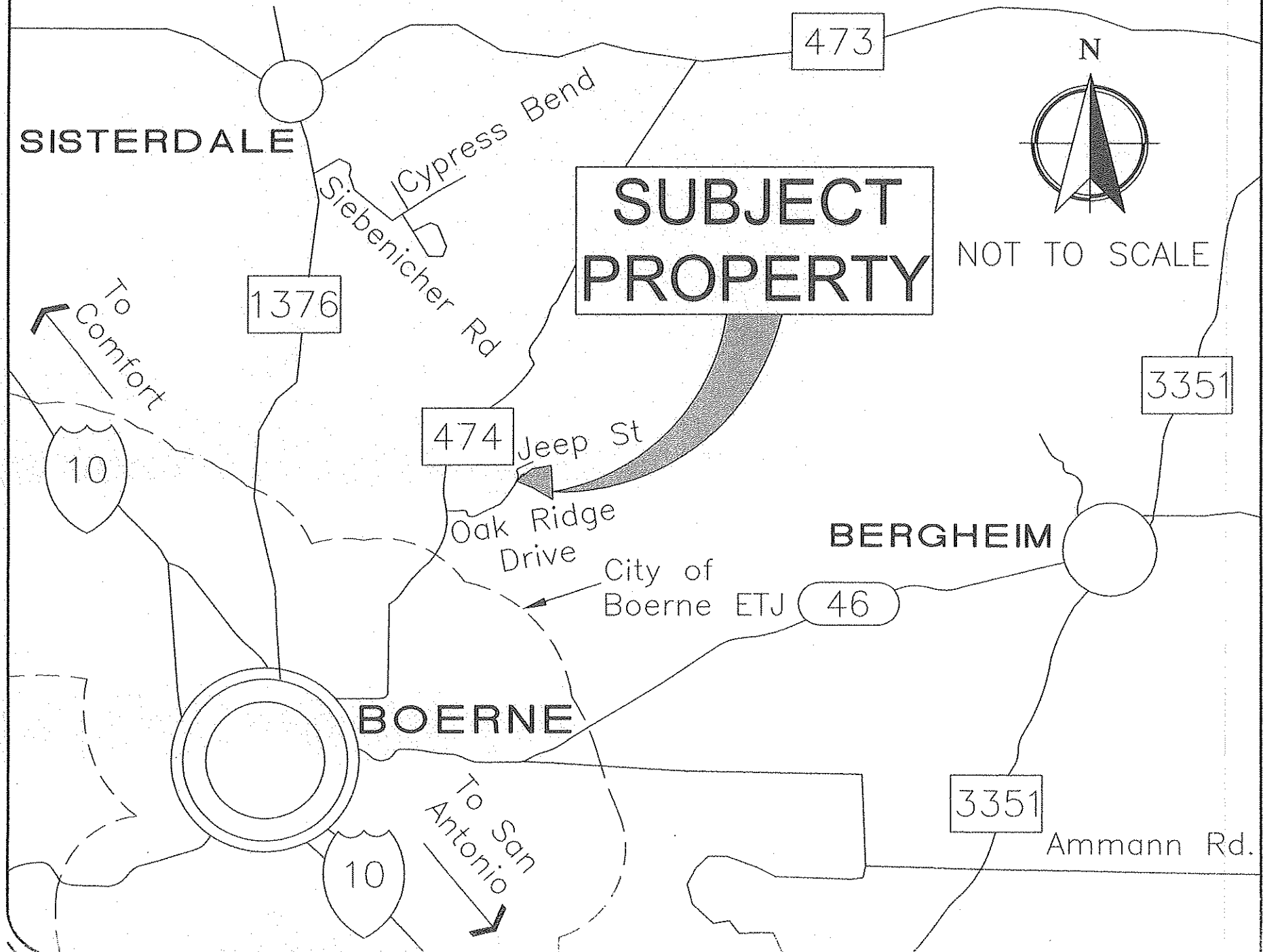


KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

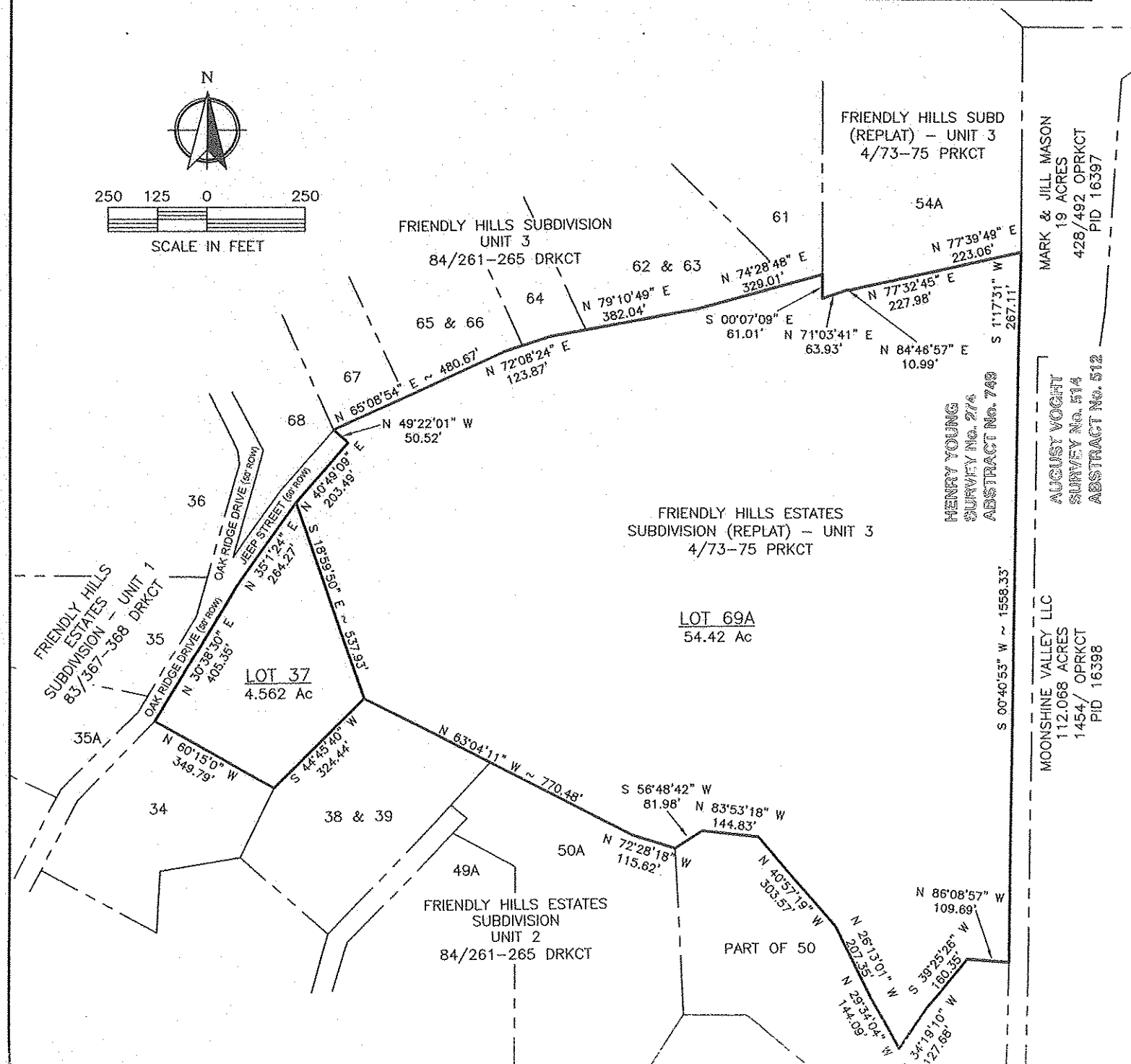
COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION

SUBJECT	Amending Plat Friendly Hills Estates
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lot 37 Friendly Hills Estates, Unit 2 and Lot 69A Friendly Hills Estates Unit 3 Kendall County Texas in accordance with section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate a common lot line creating Lots 37A and 69A-1 (Holly Baldwin)
REASON FOR AGENDA ITEM	Amending Plat to relocate a common lot line creating Lots 37A & 69A-1
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None

LOCATION MAP



EXISTING PLAT: LOT 37, FRIENDLY HILLS ESTATES - UNIT 2 & LOT 69A, FRIENDLY HILLS ESTATES - UNIT 3



AUGUST VOIGHT
SULLYVILLE, Mo., 61.4
AGS 18461 No. 612

MOONSHINE VALLEY LLC
112.068 ACRES
1454/ OPRKCT
PID 16398



TEXAS LANDMARK SURVEYING

26254 IH 10 West, Suite 105, Boerne, TX 78006

info@landmarksurveying.net (830) 428-0290

"Do not move the ancient landmark..." (Proverbs 22:28).



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION**

SUBJECT	Request for Relief - FM1376
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Request for Relief from road frontage and platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed family division would create two tracts from the 100± acres parent tract with access over a 20ft easement. (830 FM1376, Doris Schwarz)
REASON FOR AGENDA ITEM	Request for Relief from road frontage & platting requirements
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

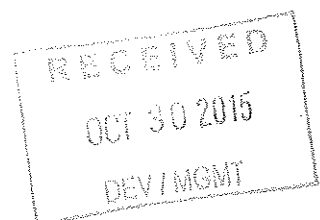
1. Date: 10/27/30
2. Location of Property: Sisterdale Highway
3. Name of Subdivision(If Applicable): N/A
4. Property Owner:/Developer: Doris Schwarz
5. Relief Requested (Reference the specific Section/Paragraph of the KC Development Rules and Regulations and state the relief requested: Section 101
We are doing a family division of our tract and we request that we be allowed to divide the tract with a 20 wide easement versus the required 60 foot easement.
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.) Our tract does not have road frontage or an existing easement. A neighbor has agreed to give us an easement to the highway but will only give us a 20 foot wide easement.
 - 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.) Family Division of our 100 acre tract into 2 pieces

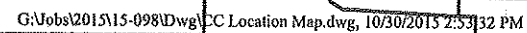
Doris Schwarz
Property Owner Signature

DORIS SCHWARZ
Print Owner Name

Phone Number 830-249-2889

Date 10-27-2015





Vernell Marie Handley
268.764 Acres

Ray Allan Schwarz
102.01 Acres

101.990
Acres

Wiley Ranch Partners LP,
et al
620.73 Acres

Proposed
20' Easement

Sisterdale Farms, LLC
308.68 Acres

Wiley Ranch Partners LP,
et al
620.73 Acres

Robert L. Schwarz
101.97 Acres

FM. 1376 (SISTERDALE ROAD)



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015

OPEN SESSION

SUBJECT	Request for Relief - Platten Creek Road
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a request for relief from road frontage and platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create three 168± acre tracts from the 505± acre parent tract. Parent tract is accessed by private easement. (Suzanne Harris, Nathan Weaver, Michael Weaver)
REASON FOR AGENDA ITEM	Request for Relief from road frontage & platting requirements
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date: October 28, 2015
2. Location of Property: Approximately 3 miles east of the end of Platten Creek Road (accessed by private easement)
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Suzanne Harris, Nathan Weaver and Michael Weaver
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

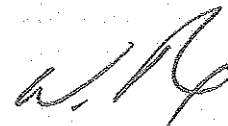
Relief from minimum road frontage – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

The subject tract does not have any road frontage and is accessed by private easement through neighboring properties
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

To divide the tract among the three siblings
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

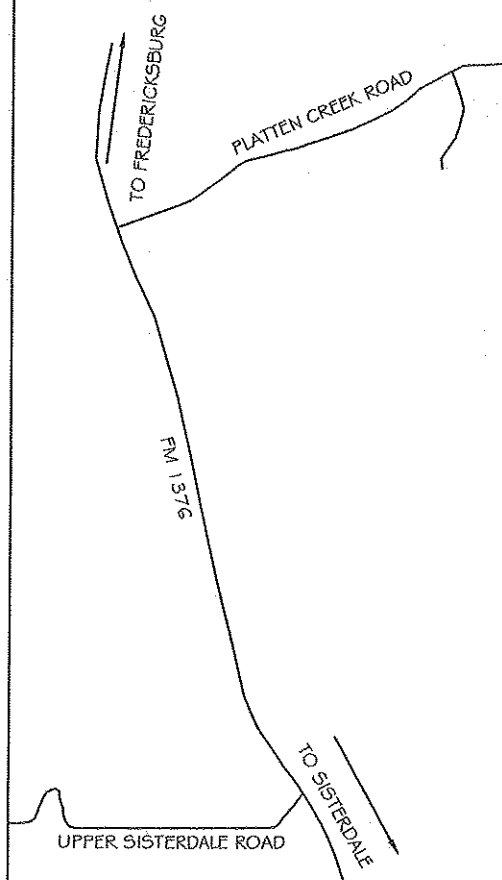
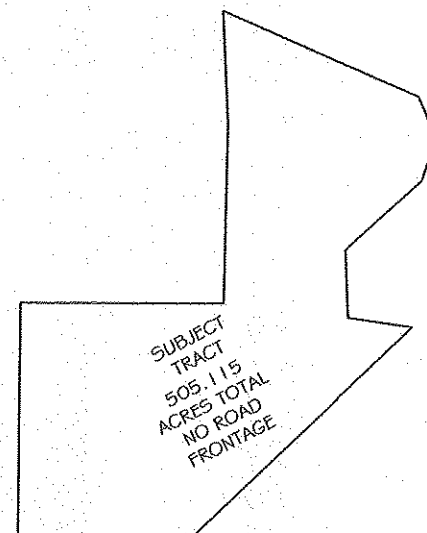
Not to my knowledge
 - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

Not to my knowledge

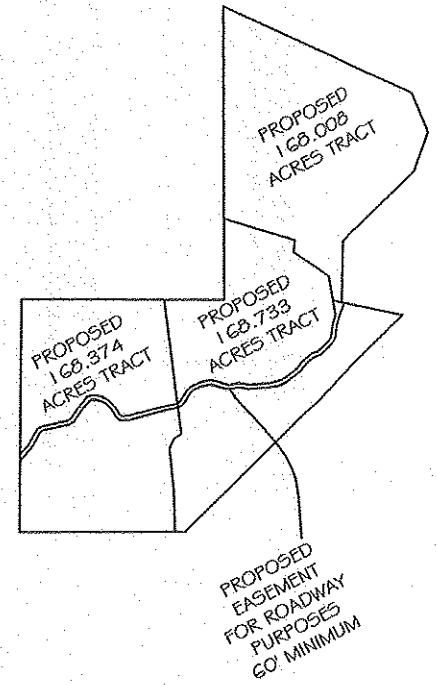
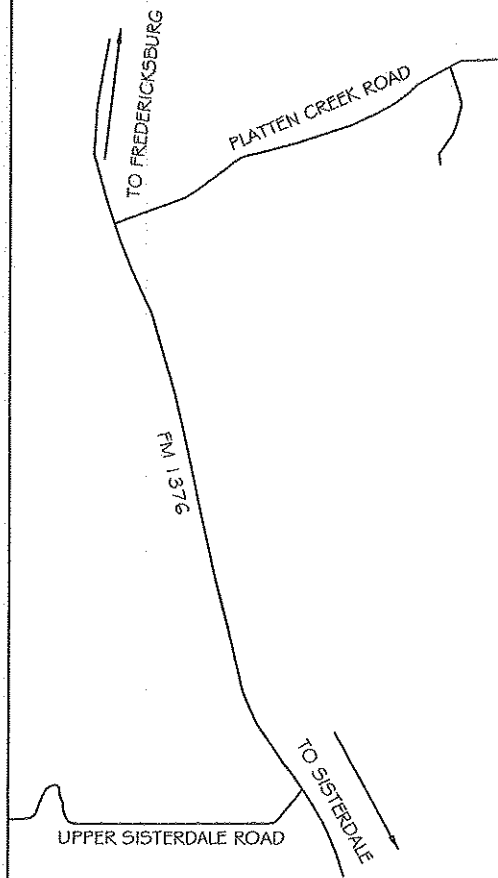


Wes Rexrode
For Suzanne
Harris, Nathan Weaver
and Michael Weaver

LOCATION MAP



PROPOSED DIVISION





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION

SUBJECT	Request for Relief - Whitworth Drive
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Request for Relief from road frontage and platting requirements in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations. A proposed tract of 94.749 acres would be accessed at the dead end of Whitworth Drive with 50± feet of frontage (114 Whitworth Drive, Suzanne Harris, Nathan Weaver, Michael Weaver)
REASON FOR AGENDA ITEM	Request for Relief from road frontage & platting requirements
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None

REQUEST FOR RELIEF (Variance)

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

1. Date: October 28, 2015
2. Location of Property: FM 1376 between Upper Sisterdale Road and Platten Creek Road
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Suzanne Harris, Nathan Weaver and Michael Weaver
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

Relief from minimum road frontage – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
 - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

One of the divisions of the +/- 285 acre tract only has +/- 50 feet of frontage at the dead end of Whitworth Drive
 - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

Two of the three tracts meet Kendall County requirements and one tract does not
 - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

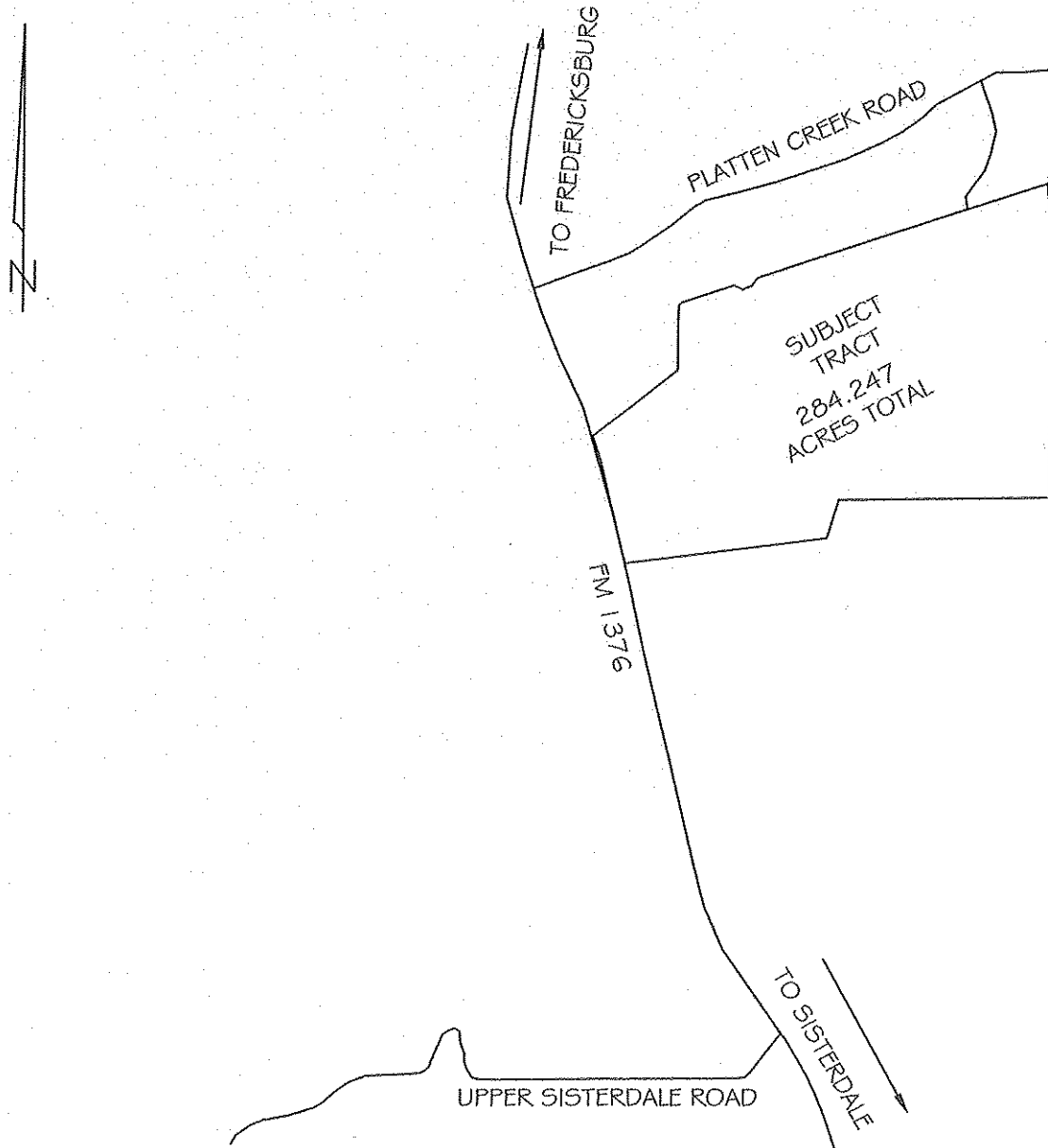
Not to my knowledge
 - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

Not to my knowledge

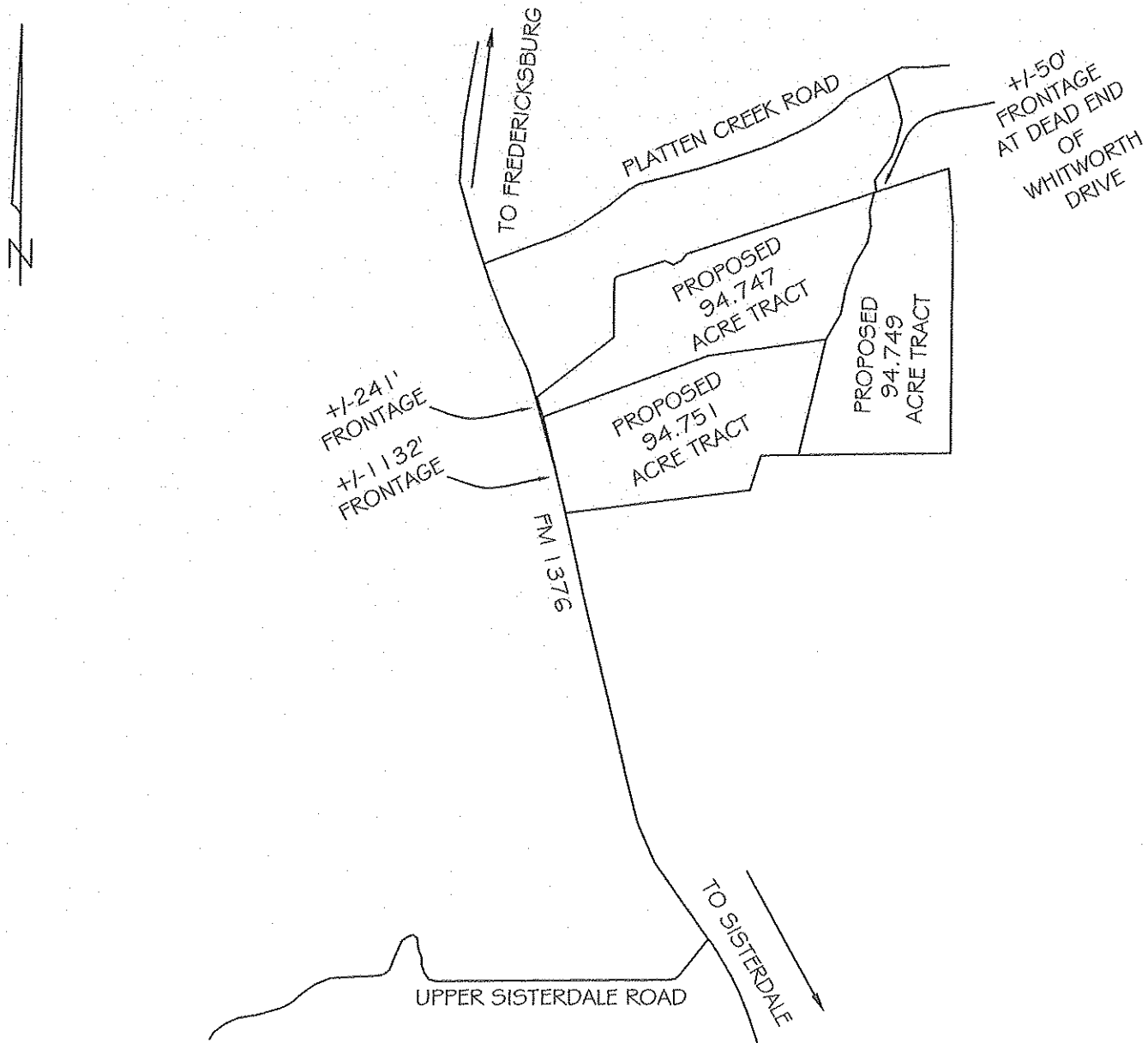


Wes Rexrode
For Suzanne
Harris, Nathan Weaver
and Michael Weaver

LOCATION MAP



PROPOSED DIVISION





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 11/9/2015
OPEN SESSION

SUBJECT	Emergency Response.
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	Discuss and take action to pay Road and Bridge employee(s) for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for emergency call out.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	Road and Bridge Department, Payroll.
ADDITIONAL INFORMATION	See enclosed documentation.

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: October 2015**

Employee Name	Date	Total Call Out Hrs	Compensated Time
James Coleman	10/24/2015	4.0	4.0
Jose Guerrero	10/24/2015	3.0	3.0
James Justice	10/24/2015	5.5	5.5
James Justice	10/31/2015	2.0	2.0
George Ludolf	10/24/2015	2.5	2.5
Victor Nieto	10/21/2015	3.0	3.0
Todd Rutherford	10/24/2015	3.0	3.0
Todd Rutherford	10/31/2015	3.0	3.0
William Shussler	10/24/2015	4.25	4.25
Chase Woerner	10/24/2015	3.0	3.0

The above listed employee(s) were called out to: Set up barricades, check roads for flooding and clear debris

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

Approximate grand total amount: \$915.30

Commissioners Court: 11/09/15