

**Commissioners Court -February 24, 2009  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **24<sup>TH</sup> day of February, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:?

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag  
**CALL TO ORDER /ROLL CALL**

**PRESENTATIONS & PROCLAMATIONS**

1	1-2	Proclamation recognizing the week of March 1st as "Speak Up For Kids" week. <b>CONLEY</b>
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**PUBLIC COMMENTS**

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.  
**NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.**

**CONSENT ITEMS**

The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen  
May request items be pulled for separate discussion and/or action

2	3-7	Approve specifications for RFQ #2009-P07 "Historic Preservation Architect for Restoration of the Old Hays County Jail" and authorize Purchasing to solicit for proposal and advertise. <b>SUMTER/HERZOG/MAIORKA/JOHNSON</b>
3	8	Approve payments of county invoices. <b>HERZOG</b>
4	9-12	Approve Commissioner Court Minutes of February 17, 2009. <b>SUMTER/FRITSCH</b>
5	13-15	Authorize the County Judge to submit a request for additional funds in the amount of \$9000.00 from Texas Department of State Health Services (DSHS) Title V program for family planning services. <b>SUMTER/HARGRAVES</b>
6	16-17	Accept the Delivery of the internal examination report for the Sheriff's Office Jail Commissary for fiscal year 2008. <b>SUMTER/HERZOG</b>
7	18-27	Authorize the County Judge to execute the contract with Envirosoph Technologies, LP for the annual maintenance agreement for the low-water crossing early warning system. <b>CONLEY/BORCHERDING</b>

**ACTION ITEMS**

**ROADS**

8	28	Discussion and possible action for the release of the maintenance bond and accept for maintenance of all road and drainage improvements within County ROW for Silverado subdivision, Sec. 2. <b>FORD/BORCHERDING</b>
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**SUBDIVISIONS**

9	29-30	07-2-10 Bilger Tract (1 Lot) Discussion and possible action to authorize the filing of the record plat for The Bilger Tract Subdivision. <b>BARTON/GARZA</b>
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**MISCELLANEOUS**

10	31	Discussion and possible action to establish communication policy and plan. <b>SUMTER/BAEN</b>
11	32-34	Discussion and possible action to form committees to recommend firms from the responses received to RFQ 2009-P05 for Engineering/Professional Services for the Road Bond Projects. <b>SUMTER</b>
12	35	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the City of Wimberley, Texas for the maintenance of roadways within Wimberley's incorporated limits. <b>CONLEY</b> <i>BACK-UP IN AGENDA PACKET 2/10/2009</i>

13	36	Discussion and possible action to accept the annual report and audit from the Hays County Emergency Services District #3. <b>INGALSBE</b>
14	37	Discussion and possible action to modify Section 5.07 of the county-wide policy regarding Employee Recognition. <b>SUMTER/BAEN</b>
15	38	Discussion and possible action to adopt a county-wide policy regarding suspensions of employment with pay. <b>SUMTER/BAEN</b>
16	39-40	Discussion and possible action regarding identification badges for all county employees, or for certain county employees and related deliberation regarding procedures to identify and train key county personnel for emergency preparedness and response. <b>BARTON</b>
17	41-44	Discussion and possible action to authorize the continuation of temporary employee to perform duties related to imaging of historical JP4 data files for a time period not to exceed May 31, 2009, and the transfer of funds from Savings/Insurance to Temporary Employee line items within the JP4 budget. <b>FORD/KYLE</b>

#### **Workshop**

18	45	<b>9:30 AM</b> Presentation and update on the Proposed Hays County Government Center. <b>INGALSBE</b>
19	46	<b>11:00 AM</b> Presentation by Hays Trinity Groundwater Conservation District on TWC Chapter 36 authority. <b>FORD</b>

#### **EXECUTIVE SESSIONS**

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners' Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

20	47-50	Executive Session pursuant to 551.071 of the Texas Government Code, regarding litigation or contemplated litigation related to <i>Justin Wade Hampton, Melissa &amp; Jerry Shinn, John Kirk Zamora, Daniel Heysquierdo</i> . Possible action to follow in open Court. <b>SUMTER</b>
21	51	Executive Session pursuant to 551.071 of the Texas Government Code, regarding litigation related to claim(s) by <i>Stephanie and Crag Redhawk</i> . Possible action to follow in open Court. <b>SUMTER</b>

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 20<sup>TH</sup> day of February, 2009.

### **COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Proclamation recognizing the week of March 1st as "Speak Up For Kids" week.**

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP**

**PREFERRED MEETING DATE REQUESTED: 2/24/09**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Will Conley**

**SPONSORED BY: Will Conley**

**SUMMARY:**

**See attached Proclamation.**

Hays County Commissioner Will Conley



111 E. San Antonio St., Suite 202  
San Marcos, Texas 78666  
E-mail: Jennifer.anderson@co.hays.tx.us

(512) 847-3159, phone  
(512) 847-7352, fax

Contact: Jennifer Anderson

February 24, 2009

**PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS' COURT  
PROCLAIMING THE WEEK OF MARCH 1<sup>st</sup> SPEAK UP FOR KIDS WEEK  
In memory of Hays County Sheriff Allen Bridges**

**WHEREAS**, Last year in Texas, more than 4,928 trained CASA volunteers strived to find safe, loving and permanent homes for 20,509 abused and neglected children; and,

**WHEREAS**, These CASA volunteers gain a firm understanding of a child's case and serve as the "eyes and ears" to a judge; and,

**WHEREAS**, It is our goal that every abused child in the State has a CASA representative to speak for them; and,

**WHEREAS**, The "Speak up for Kids" CASA 5K event will be held on March 1, 2008 at 7:15 a.m. in San Marcos at the Tanger Outlet Mall to raise funds, awareness and friends for CASA volunteers who speak up for abused and neglected children; and,

**WHEREAS**, This years event will be dedicated to the late Sheriff Allen Bridges for his commitment and service to the citizens of Hays County and CASA; and,

**WHEREAS**, Proceeds from this event will benefit the local CASA program in their effort to recruit and train CASA volunteers to give a voice to abused and neglected children in court and the foster care system; and,

**WHEREAS**, communities must make every effort to promote programs that benefit children and their families; and,

**NOW THEREFORE BE IT RESOLVED** that the Commissioners' Court of Hays County, duly convened and acting in its capacity as the governing body of Hays County, does hereby proclaim the week of March 1, 2009 as "Speak Up For Kids CASA 5K" week and urges all citizens to participate and make a difference. Walk, run, or jog in one of the events and give a voice to your community's children.

**AND BE IT FURTHER RESOLVED** that the Commissioner's Court of Hays County supports the collaborative efforts of CASA of Texas and all community agencies in their endeavors to serve Hays County's abused or neglected children and their families.

PROCLAIMED THIS THE 24th DAY OF FEBRUARY, 2009

\_\_\_\_\_  
Elizabeth Sumter  
Hays County Judge

\_\_\_\_\_  
Debbie Gonzales Ingalsbe, Precinct 1

\_\_\_\_\_  
Jeff Barton, Precinct 2

\_\_\_\_\_  
Will Conley, Precinct 3

\_\_\_\_\_  
Karen Ford, Precinct 4

Attest:

\_\_\_\_\_  
Linda Fritsche, County Clerk

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Approve specifications for RFQ #2009-P07 "Historic Preservation Architect for Restoration of the Old Hays County Jail" and authorize Purchasing to solicit for proposal and advertise.

**CHECK ONE:**     ☒ **CONSENT**     ☐ **ACTION**     ☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**     ☐ **PROCLAMATION**     ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** February 17 , 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Johnson

**SPONSORED BY:**

**SUMMARY:** See attached specifications

**REQUEST FOR QUALIFICATIONS  
HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD HAYS  
COUNTY JAIL  
RFQ #2009-P07**

**HAYS COUNTY, TEXAS**

Hays County will be accepting sealed proposals to retain professional historic preservation architectural services for the restoration of the Old Hays County Jail, located in San Marcos, Texas.

The Old Hays County Jail, constructed in 1884, is listed in the National Register of Historic places and is also a State Archeological Landmark. It will be necessary to comply with all local, state and federal laws, and the architect's plan for the restoration are expected to comply with the *Secretary of the Interior's Standards for Rehabilitation*.

Firms and Individuals interested in being considered for this project should submit a Statement of Qualifications in compliance with the enclosed instructions. The successful firm/individual will be asked to enter into a contract with Hays County to provide architectural services. All firms must have requisite experience and training in historic preservation and must be able to meet the qualifications stipulated in the *Secretary of the Interior's Standards for Historic Architects*.

**Project Description**

The Old Hays County Jail is located at 170 Fredericksburg Street, approximately one and a half blocks southwest of the Hays County Courthouse. The property has fallen into disrepair and its condition has gradually grown worse through the years. The Old Hays County Jail was designed by Edward Northcraft. He constructed an Italianate 19<sup>th</sup> century building to house prisoners for more than half a century. It closed in 1936.

The building is located within a locally designed historic district, the Dunbar Historic District, listed for its association with the historic African-American community. The larger community of San Marcos has plans to revitalize the area by expanding the economic base with the introduction of several museums. The Calaboose African-American Museum, established in the early 1990s and located adjacent to the Old Hays County Jail, has successfully operated for some years. The restoration of the Cephas House is a current project of the City of San Marcos. Annual concerts in the Dunbar Park celebrate the music of jazz musician Eddie Durham, a former resident of San Marcos.



## **Scope of Work**

Hays County is seeking services of an historic preservation architect to assist the County in preparing a new program for the use of the building and preparing plans, both schematics and final construction documents, for the restoration of the building.

Limited funding for the project is currently available and the restoration project will probably be phased. The Hays County Commissioners Court has demonstrated a strong commitment for this project. Hays County maintains its own independent grants department and the proposer will not be expected to perform any work relating to fundraising or grant writing beyond supplying necessary information that would be a result of their normal course of work.

The building is located within a locally designated historic district, the Dunbar Historic District, which is administered by the City of San Marcos' Historic Preservation Commission. Although the County is not subject to municipal ordinances, Hays County prefers in this particular case to subject the project to a review by the San Marcos Historic Preservation Commission. In addition, it is designed a State Archeological Landmark which will require the approval of all plans by the Texas Historical Commission. The building is also listed in the National Register of Historic Places.

A building committee, composed of members of the Hays County Historical Commission, a representative of Preservation Associates, Inc. (a county-wide preservation organization), will oversee the selection of the architect and the overall project.

## **Selection Criteria**

Proposals shall be evaluated on the following basis:

- Demonstrated successful experience in providing architectural services in the restoration of historic buildings in Texas
- Demonstrated ability and qualifications to address the major issues relative to this particular project
- Experience with historic preservation projects, programming, and preservation planning
- Accomplishments of the key project personnel and distinguished project recognition of the proposing firm
- Ability to undertake and complete quality projects on time and within budget. Consideration will include staff capabilities and organization, past projects, and current or anticipated volume of work under this contract.
- References

A building committee, composed of members of the Hays County Historical Commission, a representative of preservation Associates, Inc. (a county-wide preservation organization), and a representative of the Hays County Commissioners Court, will make a final recommendation on the selection of the architect. The final decision on the selection of the architect will rest with the Hays County Commissioners Court.

After evaluation of the Statements of Qualifications received in response to this RFQ, the building committee may conduct interviews with one or more proposers. At that time, proposers may elaborate on their qualifications, experience, project approach, and staff expertise. Hays County expects all key personnel proposed for the project to be present at the interview.

Hays County reserves the right to complete the selection process without proceeding to an interview process and may choose to select an architect based on the information supplied in the Statement of Qualifications. Hays County reserves the right to select the proposer whose qualifications, in the County's sole judgment, best meet the needs of the County. Hays County reserves the right to reject any and all applications. The award of the contract is subject to approval of the Commissioners Court.

Negotiations on a contract will be conducted only after final selection. If a contract satisfactory to Hays County can be negotiated, an award shall be made to that proposer. Otherwise, negotiations with the proposer shall be formally terminated and the County will move to the next proposer.

Hays County is an Equal Opportunity Employer.

#### **Contact**

Requests for additional information regarding this RFQ should be addressed to:

Cindy Maiorka CPPB  
Purchasing Manager  
111 E. San Antonio Street Suite 101  
San Marcos, Texas 78666  
512-393-2273 (office)  
512-393-2276 (fax)  
[cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)



## **Submission Details**

Proposals must be submitted in a sealed envelope, addressed to Hays County Purchasing Office, Attn: Cindy Maiorka, 111 E. San Antonio St., Ste 101, San Marcos, Texas 78666. **Proposals must be delivered no later than 2:00 p.m., March 12, 2009.**

**Please submit five (5) copies, one (1) original (marked as such) and four (4) copies, plus a copy of the proposal on CD.**

## **Format**

The proposal is limited to twelve (12) pages, double sided, including names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their responsibilities by work category; the prime provider's proposed project manager(s) and key personnel proposed; overview of the firm's specific experience on comparable projects (limit of five (5) and minimum of three (3) references from similar projects including any experience with Hays County in the past five (5) years.

References should include:

- Name of agency/firm, contact person, phone number and e-mail address
- Year the service was provided
- Type of project and scope of services provided

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2:00 p.m. Every Wednesday

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve payment of county invoices.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: 2/24/09**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 17, 2009**

**CHECK ONE:**    **X CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: FEBRUARY 24, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17<sup>TH</sup> DAY OF FEBRUARY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCHKE	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton gave the invocation and Commissioner Ingalsbe led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

#### HEALTH DEPARTMENT PRESENTATION TO THE COURT BY PRISCILLA HARGRAVES

Personal Health Dept. Director Priscilla Hargraves spoke of mission of the department is to protect, promote, maintain and improve the health and quality of life for Hays County citizens and visitors through a responsive, well managed and organized effort. She stated that "the organization exists to serve the public and this shall be done to the best of our ability". Mrs. Hargraves spoke of the various departments: TB/Communicable Disease, Family Clinic, Women's Health, Case Management, Well Child/Immunization, Emergency Preparedness, Immunization/Imm Trac PICS Outreach Specialists, Indigent HealthCare, and Billing Department. She spoke of savings to the County and/or Clients, Outreach, Quality Improvement, Future Planning, Statistics, Proposals to implement efficiency and reduce expenditures, and Challenges.

#### 25929 ADOPT A PROCLAMATION DECLARING THE WEEK OF FEBRUARY 23<sup>RD</sup> TO MARCH 2<sup>ND</sup>, 2009 AS SEVERE WEATHER AWARENESS WEEK

Fire Marshal Mark Chambers spoke of Hays County being the number one county for flash flooding – designated by the National Weather Service. A motion was made by Judge Sumter, seconded by Commissioner Conley to adopt a Proclamation declaring the week of February 23 to March 2, 2009 as Severe Weather Awareness Week. All voting "Aye". MOTION PASSED

#### 25930 AWARD A CONTRACT TO "NEW WORLD SYSTEMS" FOR FINANCIAL ACCOUNTING SOFTWARE AND AUTHORIZE THE COUNTY JUDGE TO SIGN THE CONTRACT [T1-505]

County Auditor Bill Herzog spoke of need for this new system and he spoke of negotiated contract. The software will be utilized by the County Auditor, County Treasurer, and Human Resources Dept. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to award a contract "New World Systems" for financial accounting software and authorize the County Judge to sign the contract in the amount of \$453,980 in line item # 01-414-5712. All voting "Aye". MOTION PASSED

#### 25931 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$369,052.88 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

#### 25932 APPROVE COMMISSIONER COURT MINUTES OF FEBRUARY 10, 2009

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of February 10, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

#### 25933 APPROVE THE PURCHASE OF TWO RADAR SPEED SIGNS FOR THE ROAD & BRIDGE DEPT. FROM RADARSIGN IN THE AMOUNT OF \$7,874

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve the purchase of two radar speed signs for the Road & Bridge Dept. from Radarsign in the amount of \$7,874. All voting "Aye". MOTION PASSED



FEBRUARY 17, 2009

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**25934 ACCEPT A \$500 DONATION FROM THE WIMBERLEY LION'S CLUB TO THE SHERIFF'S OFFICE FOR THE CRIME PREVENTION PROGRAM AND AMEND THE BUDGET ACCORDINGLY**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to accept a \$500 donation from the Wimberley Lion's Club to the Sheriff's Office for the Crime Prevention Program and amend the budget accordingly. All voting "Aye". MOTION PASSED

**25935 APPROVE OUT OF STATE TRAVEL FOR THE SHERIFF'S OFFICE**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve out of state travel for the Sheriff's Office. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #5 RE: APPROVE SPECIFICATIONS FOR RFQ #2009-P07 "HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD HAYS COUNTY JAIL" AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSAL AND ADVERTISE was PULLED.**

**25936 RELEASE THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR SILVERADO SUBDIVISION SECTION 3 [T1-763]**

RPTP Director Jerry Borchering gave staff recommendation for release of maintenance bond and accept for maintenance all road and drainage improvements for Silverado Section 3. A motion was made by Commissioner Ford, seconded by Commissioner Conley to release the Maintenance Bond and accept for Maintenance all road and drainage improvements within County ROW for Silverado Subdivision Section 3. All voting "Aye". MOTION PASSED

**25937 ACCEPT RECOMMENDATIONS OF CPAT AS EXPRESSED IN A LETTER DATED FEB. 9, 2009 TO THE COURT FROM THE CPAT EXECUTIVE COMMITTEE [T1-790]**

Carl Owens (Swimberley) and Charlie Johnson made public comment. Grants Administrator Jeff Hauff went through the letter submitted by the CPAT Executive Committee recommending that (1) active members of the current CPAT Committee will become standing advisory board (to be named Hays County Parks and Open Space Board) to the Commissioners Court on current and future parks, open space, natural areas, wildlife habitat, water quality/quantity, and other associated conservation lands; (2) appoint previous members of the habitat conservation plan advisory committee to fill open slots on the newly formed Hays County Parks and Open Space Board; (3) allocate a total of \$600,000 of the remaining park bond funds to "recreation" projects, with a \$200,000 cap on awarded projects (if the Court agrees to the recommendations, Parks and Open Space Board subcommittee will proceed with development of criteria for recreation projects); (4) allocate \$50,000 of the remaining park bond funds to a new Parks and Open Space Master Plan; (5) allocate the remainder of the bond funds to habitat, open space, and water quality/quantity/access projects, including that amount necessary to initiate the recommendations of the Regional Habitat Conservation Plan; (6) utilize the Hays County Parks and Open Space Board to advise the Commissioners Court on any future bond projects or initiatives; and (7) consider hiring County staff to manage parks, recreation, natural area, open space, wildlife habitat and associated lands to be owned or administered by the County. Lengthy discussion was had by the court and members of CPAT. [T1-2320] It was suggested that on bullet #2 replace "appoint" with "court to consider appointment of" and bullet #5 that the word "allocate" be changed to "reserve". A motion was made by Commissioner Ford, seconded by Judge Sumter to accept recommendations of CPAT as expressed in a letter dated February 9, 2009 to the Court from the CPAT Executive Committee with change in wording on bullet #2 by replacing the word "appoint" with "court to consider appointment of" and on bullet #5 replace "allocate" with "reserve". Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

**25938 APPOINT GINA A. TERRELL TO THE CHILD PROTECTIVE SERVICE BOARD**

A motion was made by Judge Sumter, seconded by Commissioner Barton, to appoint Gina A. Terrell to the Child Protective Service Board. All voting "Aye". MOTION PASSED

**25939 SUPPORT THE 3<sup>RD</sup> ANNUAL AQUARENA EARTH DAY CELEBRATION BY DONATING \$500.00 [T1-3033]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to support the 3<sup>rd</sup> Annual Aquarena Earth Day Celebration by donating \$500.00. All voting "Aye". MOTION PASSED



**Clerk's Note: Agenda Item #13 RE: AUTHORIZE CONSTABLE MANCILLAS TO PURCHASE A GPS NAVIGATION SYSTEM AND AMEND THE BUDGET ACCORDINGLY was PULLED.**

**25940 AUTHORIZE HIRING A TEMPORARY EMPLOYEE TO SCAN AND SHRED DOCUMENTS IN THE PCT. 4 JP OFFICE [T1-3055]**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize hiring a temporary employee to scan and shred documents in the Pct. 4 JP Office to be funded from savings in the JP4 budget. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #16 RE: FORM A COMMITTEE TO REVIEW AND RECOMMEND A UTILITY RELOCATION AGENT(S) FOR THE ROAD BOND PROJECTS was PULLED [T1-3087]**

**UPDATE OF HAYS COUNTY STRATEGIC POLICY PLAN AND STATE OF TEXAS, OFFICE OF COMPTROLLER, LOCAL GOVERNMENT MANAGEMENT ASSESSMENT AND RISK ASSESSMENT**

[T1-3240] Judge Sumter advised that the State Comptrollers Office will be doing a management assessment on March 19 & 20, 2009. She also spoke regarding the County Strategic Policy Plan. She has asked the following people for input regarding the proposed plan: Whit Hanks, Chance Sparks, Dianne Wassenich, Susan Meckel, and David Glen.

**EXPERT PANEL DISCUSSION ON THE ROLE GROUNDWATER AVAILABILITY SHOULD PLAY IN THE DETERMINATION OF LOT SIZING IN THE NEW DEVELOPMENT REGULATIONS, AS WELL AS THE CLASSIFICATION OF GROUNDWATER SYSTEMS (CH. 715, 1.04). POSSIBLE ACTION TO FOLLOW DISCUSSION [T2-128]**

Grant Jackson (Naismith Engineering) appeared before the court and introduced the Expert Panel: Rene Barker (Texas State Aquifer & Research Data Center), Raymond Slade (Texas State Aquifer & Research Data Center), Rick Elner (Edwards Aquifer Authority), Robert Bradley (Texas Water Development Board), Andrew Backus (Hays Trinity Groundwater Conservation District), Doug Weirman (Hays Trinity Groundwater Conservation District), John Dupnik (Barton Springs Edwards Aquifer Conservation District) and Jason Pinchback (Texas State University)

Discussion was had regarding the differences between the Edwards Aquifer and Trinity Group Aquifers. The volume of water is different and recharge features are different. Edwards Aquifer has a higher volume of water and more recharge features. Groundwater depletion is affecting wells and flow on Onion Creek in the Trinity Aquifers. There are more records regarding the Edwards Aquifer and little is known about the Trinity recharge. Andrew Backus spoke of need to look at the amount of property in the subdivision and not whether it is an individual well versus a centralized system. Discussion was had regarding water availability from groundwater, surface water, and rainwater. Discussion was had regarding lot sizing based on water sources. Discussed individual well usage (330 gallons per day) and well interference. Discussed lot sizing based on which aquifer is being used. Discussed "limiting groundwater withdrawal". Judge Sumter spoke of lot sizing, centralized systems to be regulated by usage, and extending the OSSF contributing zone rules throughout the county. Grant Jackson spoke of 1445 agreements and TCEQ rules regarding public water supply systems. Discussed extending the contributing zone to the area within the jurisdiction of the HTGCD. Discussed various charts used to determine lot sizing and need for an appendix using information from all charts.

**Court was adjourned.**

**I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on FEBRUARY 17, 2009.**



**LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS**



## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

**Authorize the County Judge to submit a request for additional funds in the amount of \$9000.00 from Texas Department of State Health Services (DSHS) Title V program for family planning services.**

**CHECK ONE:**      **CONSENT**      **X ACTION**      ☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Sumter/Hargraves**

**SUMMARY:**

**DSHS has requested a mid-year review of expenditures from the Title V Family Planning grant. The purpose of this review is to evaluate the need to reapportion funds from this grant. The initial amount approved by DSHS for the Health Department's Family Planning grant was \$4087.00 for September 1, 2008 through August 31, 2009. In the first four months of FY 2009, the Health Department has billed DSHS an average of \$1125.00 per month for family planning services. At this rate, it is projected that the Health Department will require an additional \$9000.00 for the remaining eight months.**



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756  
P.O. Box 149347 • Austin, Texas 78714-9347  
1-888-963-7111 • [www.dshs.state.tx.us](http://www.dshs.state.tx.us)  
TTY: 1-800-735-2989

To: Hays County Health Department

Subject: FY09 Family Planning Mid-Year Funds Evaluation

Date: February 6, 2009.

The Department of State Health Services (DSHS) is currently evaluating the expenditure of Family Planning funds in the FY 09 contract period. This is a request for your agency to evaluate current funds utilization and determine whether your total award will be expended, or if you can return funds for reallocation to a contractor who can serve additional clients this contract period. You may also request additional Family Planning funds for your agency if you are sure they can be expended by August 31, 2009. Requests for additional funds will be considered based on availability of funds and the contractor's expenditure patterns.

After evaluating your projected expenditures, please complete the table below with changes you are requesting. If your projections show that you will utilize your entire contract amount by August 31, 2009 and you do not need additional funds, please put "\$0" in the column headed "Mid-Year Change" by the corresponding funding source (i.e., by Title V-FP, Title V-Adolescent Dysplasia, Title X, Title X Special Projects, or Title XX). If it appears that you will not expend the full contract amount by the end of this contract period and you wish to return funds, please indicate the amount in parentheses under the Mid-Year Change column (e.g., if your current Title V-FP contract amount is \$50,000 and you wish to return \$10,000, put (\$10,000) in the Mid-Year Change column). If you wish to request additional funds, please put the dollar amount you wish to request under the Mid-Year Change column (i.e., if your current Title X contract amount is \$100,000 and you wish to request \$20,000 more, put \$20,000 under the Mid-Year Change column).

**Please return this letter with the completed table via email to the Contract Development & Support Branch (CDSB) email inbox at: [cdsb@dshs.state.tx.us](mailto:cdsb@dshs.state.tx.us) on or before noon CST on February 13, 2009.**

Funding Source	Current FP Contract Amount	Mid-Year Change (-/+)
Title V-FP	\$4,087	\$9,000
Title V Adolescent Dysplasia		
Title X		
Title X Hard to Reach		
Title X HIV		
Title XX		

Should you have questions regarding this matter, please contact Debbie Brookshire, Manager, Contract Development & Support Branch, via email at [debbie.brookshire@dshs.state.tx.us](mailto:debbie.brookshire@dshs.state.tx.us), or via phone at (512) 458-7111, ext. 3021.

The mid-year reallocation is intended to maximize expenditure of contracted funds and assure statewide access to services. We appreciate your close analysis and assessment of projected expenditures. Thank you in advance for your timely response.



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER

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P.O. Box 149347 • Austin, Texas 78714-9347  
1-888-963-7111 • [www.dshs.state.tx.us](http://www.dshs.state.tx.us)  
TTY: 1-800-735-2989

To: Hays County Health Department  
Subject: FY09 Family Planning Mid-Year Funds Evaluation  
Date: February 6, 2009.

The Department of State Health Services (DSHS) is currently evaluating the expenditure of Family Planning funds in the FY 09 contract period. This is a request for your agency to evaluate current funds utilization and determine whether your total award will be expended, or if you can return funds for reallocation to a contractor who can serve additional clients this contract period. You may also request additional Family Planning funds for your agency if you are sure they can be expended by August 31, 2009. Requests for additional funds will be considered based on availability of funds and the contractor's expenditure patterns.

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Please return this letter with the completed table via email to the Contract Development & Support Branch (CDSB) email inbox at: [cdsb@dshs.state.tx.us](mailto:cdsb@dshs.state.tx.us) on or before noon CST on February 13, 2009.

Funding Source	Current FP Contract Amount	Mid-Year Change (-/+)
Title V-FP	\$4,087	+ \$9,000

Should you have questions regarding this matter, please contact Debbie Brookshire, Manager, Contract Development & Support Branch, via email at [debbie.brookshire@dshs.state.tx.us](mailto:debbie.brookshire@dshs.state.tx.us), or via phone at (512) 458-7111, ext. 3021.

The mid-year reallocation is intended to maximize expenditure of contracted funds and assure statewide access to services. We appreciate your close analysis and assessment of projected expenditures. By signing below you acknowledge the request for funding stated in the table above. Thank you in advance for your timely response.

\_\_\_\_\_  
Hays County Official

\_\_\_\_\_  
Date

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Accept the delivery of the internal examination report for the Sheriff's Office Jail Commissary for Fiscal Year 2008.

**CHECK ONE:**     ☒ **CONSENT**     ☐ **ACTION**     ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**     ☐ **PROCLAMATION**     ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** 2/24/09

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Bill Herzog

**SPONSORED BY:**

**SUMMARY:** See attached report.



**OFFICE OF THE COUNTY AUDITOR**

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2279

[www.co.hays.tx.us](http://www.co.hays.tx.us)

**Bill Herzog, CPA**

*County Auditor*

[bherzog@co.hays.tx.us](mailto:bherzog@co.hays.tx.us)

**Marisol Villarreal-Alonzo, CPA**

*Assistant County Auditor*

[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

January 6, 2009

The Honorable Thomas E. Ratliff  
Hays County Sheriff  
1307 Old Uhland Road  
San Marcos, Texas 78666

Dear Sheriff Ratliff:

In accordance with subsections 115.002 and 351.0415 of the Texas Local Government Code, the Auditor's office performed an internal examination on the records of the Hays County Sheriff's Jail Commissary for the period of October 1, 2007 to September 30, 2008. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

Based on the internal examination, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to my office during the internal examination.

Sincerely,

Bill Herzog, CPA  
Hays County Auditor

cc: Chief Deputy Sherman Brodbeck,  
Hays County Sheriff's Office

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to approve the payment of \$39,139.34 to Envirosoph Technologies, LP for the annual maintenance agreement for the low-water crossing early warning system.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED: \$39,139.34**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 03-438-5448**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Conley**

**SUMMARY:**

Envirosoph Technologies, LP is now responsible for the low-water crossing early warning system and has submitted an invoice to cover maintenance and operation expenses at all 16 crossings for fiscal year 2009. Included in the backup is the new annual maintenance agreement with the company name change.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve the payment of \$39,139.34 to Envirosoph Technologies, LP for the annual maintenance agreement for the low-water crossing early warning system.

Envirosoph Technologies, LP is now responsible for the low-water crossing early warning system and has submitted an invoice to cover maintenance and operation expenses at all 16 crossings for fiscal year 2009. Included in the backup is the new annual maintenance agreement with the company name change.

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$39,139.34 03-438-5434

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_ Yes \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_ Yes \_\_\_\_\_

**COMMENTS:**Expenditure does not have to be approved – only the name change in the contract. This expenditure is already budgeted.

Bill Herzog

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## Envirosoph Technologies Services Agreement

This Envirosoph Technologies Services Agreement is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date") by and between Envirosoph Technologies, LP, a Texas limited partnership ("ENV"); and

Customer: Hays County Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

The following services, terms and conditions constitute this Services Agreement ("Agreement") between ENV and Customer for all maintenance and data collection, transfer, storage, processing and reporting and subscription services ("Services") provided by ENV to Customer in connection with the traffic safety flood warning devices listed in **Schedule "A"** attached hereto ("Devices"). ENV and Customer agree as follows:

### Device Maintenance Services

1. **SCHEDULED DEVICE INSPECTION.** ENV will conduct one on-site inspection of each Device per calendar quarter. Inspection will include evaluation of physical condition, full test of electronic/electrical operation, full test of mechanical operation, and evaluation of site conditions.

2. **DEVICE INSPECTION REPORT.** Within five business days of inspection of a Device, ENV will provide to Customer a report regarding (a) the Device's physical condition, including as it relates to support structures, housing, external marking, antennas, solar panels, protective coverings/coatings, fasteners, seals, wires, sensor strips, signage, gate structures, barricade structures; (b) the Device's electrical/electronic condition, including as it relates to battery condition, visual and audio warning devices, communication, sensors, data processing, and power consumption; (c) a statement of work required, if any, to restore the Device to a like-new physical and operational state ("Repair"); and (d) a statement of site conditions. A sample of the report is attachment 1. All reports will be delivered electronically to Customer through ENV Interactive (defined in **Section 13**).

3. **DEVICE REPAIR.** Repair will be completed using ENV-approved parts and by ENV-approved technicians. (a) For Repair completed during on-site quarterly inspection, ENV will invoice Customer for the cost of parts and repair time for parts not covered under warranty or damage sustained through vehicle impact, heavy debris, lightning, road failure, and events beyond the control of ENV. (b) The Devices run continuous diagnostics and failure to meet a diagnostic criteria, automatically generates a "work order". For those times when an on-site maintenance call is required, ENV will invoice Customer for labor including travel time at current ENV published labor rate per person per hour, and the cost of parts not under warranty or damage sustained through vehicle impact, heavy debris, lightning, road failure, and events beyond the control of ENV, that are required for such Repair.

(c) ENV will also respond to a date-and-time-stamped statement received from Customer specifying one or more Devices, each Device's location, work to be done on such Device(s), and bearing a signature authorizing such work (a "Work Order") within 48 hours of receipt. For Repair completed per Work Order, ENV will invoice Customer for labor including travel time at current ENV published labor rate per person per hour, and the cost of parts required for such Repair. LABOR RATE SHALL INCLUDE ALL MILEAGE, PER DIEM AND ANY OTHER LABOR CHARGES ASSOCIATED WITH RESTORING THE FLOOD WARNING DEVICES TO A LIKE-NEW PHYSICAL AND OPERATIONAL STATE. Notwithstanding any provision herein to the contrary, a Device under separate warranty will be repaired, and such repair will be invoiced, according to the terms of such warranty (i.e. batteries, radios, antennas, etc).

4. **LIMITATIONS TO DEVICE MAINTENANCE SERVICES.** Repair will be performed on Devices manufactured or provided by ENV. ENV will not repair other structures and materials provided by Customer whether or not used in conjunction with a Device. Except as may be provided under separate warranty, repair to a Device will be on the basis of a replacement cost of the damaged device, structure, or material as listed in the ENV published pricing guide. Device maintenance services provided hereunder will not include clearing debris from any Device or area surrounding any Device. Customer is solely responsible for removing and preventing visual, audible and physical obstructions to each Device.

### Data Services

5. **ALERT.** ENV will maintain a 24/7 communication network for the purposes of accessing these flood warning devices as long as this maintenance agreement remains in force. When water level reaches a customer-designated trigger level as measured by a Device (an "Event"), ENV will provide one or more Alerts to each person employed by Customer and designated in advance of such Event by Customer to receive an Alert ("Designated Person"). "Alert" means an email message, page, dispatcher software alert, and/or text message, as specified in advance of such Event by Customer, indicating that an Event has occurred.

6. **ACCOUNT ACCESS.** ENV will provide to Customer a private account for access to ENV Interactive via the Internet at [www.envirosoph.com](http://www.envirosoph.com) (defined in **Section 15**) for (a)

accessing the following Features (generally defined in **Section 13**): (i) real-time water level at each Device equipped to obtain and transmit such information, (ii) real-time video feed from each Device equipped to obtain and transmit such information, (iii) real-time environmental conditions at each Device equipped to obtain and transmit such conditions, (iv) activation and de-activation of visual and audio warnings at each Device equipped to provide such warnings, and (v) gate deployment at each Device so equipped; (b) reviewing and/or changing Customer account information; (c) identifying and changing Designated Persons; (d) setting Event trigger level(s); (e) viewing Reports; and (f) viewing Work Orders received by ENV.

7. **LIMITATIONS TO DATA SERVICES.** Customer will be solely responsible for the accuracy of information (elevations, pin settings, designated contacts, etc) provided by Customer to ENV, whether provided through ENV Interactive or otherwise. ENV Interactive may include additional Features not provided to Customer under **Section 6**. Customer may access additional Features as available through ENV Interactive according to terms and conditions set forth for those Features. ENV has and will have sole discretion regarding the function and availability of additional Features. ENV may change the Features, Feature appearance and functionality, and/or terms and conditions for use thereof, at any time and without notice.

#### Terms and Conditions

8. **PAYMENT TERMS.** Customer will pay the charges per year per Device for Services provided by ENV hereunder for the Devices listed in Schedule "A". Payment of amounts invoiced by ENV will be due from Customer upon receipt of the invoice. Unpaid invoiced amounts will become delinquent the 31<sup>st</sup> day after invoice. A late charge of 1.5% per month will be assessed thereafter. All costs of collecting unpaid amounts, including reasonable attorney fees, will be paid by Customer to ENV.

9. **AUTHORIZATION.** Customer authorizes and grants ENV full physical and electronic/electrical right and access to all Devices, structures and materials used in conjunction with the Devices, and the site surrounding each Device as reasonably necessary for ENV to perform its obligations hereunder, including modification, addition and/or removal of structures, materials, and site conditions. Customer authorizes ENV to communicate with each Device to collect data (including video footage if applicable) from which water level, water level rise rate, water level recede rate and other environmental and Device conditions may be derived ("Data"), and other Device status and condition information at any time or on an ongoing basis as reasonably necessary for ENV to perform its obligations hereunder.

10. **LICENSE GRANT.** ENV grants to Customer a non-exclusive, non-transferable, limited license to access ENV Interactive through equipment provided by Customer or ENV, as the case may be. Customer is licensed to use Data made available through ENV Interactive solely in the performance of its governmental duties and/or in the regular course of its business. The license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Customer's exclusive control solely to display internally such Downloaded Data, and to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, reports, and similar work product created by Customer in the performance of its governmental duties and/or in the regular course of its business. Customer may create printouts of Data for internal use. Customer may from time to time via ENV Interactive functionality, create individual reports in electronic format for individual internal user(s). Notwithstanding anything in this Agreement to the contrary, Customer may provide on its website a hyperlink to a website provided, administered, populated and designated by ENV for public use. Use of such website shall be subject to policies, terms and conditions posted thereon.

11. **LICENSE LIMITATIONS.** Customer may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except as expressly permitted by this Agreement, with ENV's prior written permission, or if not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable databases except as expressly permitted by this Agreement or as quoted in Customer's work product. Except as required to respond to a request made pursuant to the Texas Public Information Act (Texas Government Code Annotated §§ 552.001 - 552.353), Customer shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material or service offered for sale, license or distribution.

12. **RIGHTS IN DATA.** Except for the license granted in this Agreement, all rights, title and interest in and to Data, ENV Interactive, ENV Software, Features, Services, databases, envirosoph.com, and all information and derivative works contained therein and generated there from (in all languages, formats and media throughout the world), including all other intellectual property and other proprietary rights, are and will continue to be the exclusive property of ENV.

13. **ENV INTERACTIVE.** "ENV Interactive" means ENV's user interface as provided through software and/or as located under the URL <http://www.envirosoph.com>. ENV Interactive includes various ENV-owned and/or licensed databases,

## Envirosoph Technologies Services Agreement

services, visual representations, interactive forms, functions, remotely-accessed gateways, and the like, (collectively, "Features").

14. ENV SOFTWARE. "ENV Software" means a computer-based, stand-alone software package, including revisions, updates, and any accompanying user documentation, created and owned by ENV, and provided for access to ENV Interactive. ENV may make available to Customer, on a subscription basis, ENV Software solely for use in connection with ENV Interactive as provided herein.

15. ENVIROSOOPH.COM. "Envirosoph.com" means a stand-alone internet domain created and owned by ENV provided for Internet-based access to ENV Interactive. ENV grants Customer a non-exclusive, non-transferable, limited license to access envirosoph.com (including all versions and updates) as provided herein. Certain software used by Customer may not be capable of supporting envirosoph.com. The performance of envirosoph.com may vary with the manufacturer's equipment and operating system with which it is used.

16. RESPONSIBILITY FOR CERTAIN MATTERS. Customer may access ENV Interactive from additional Customer locations. Customer is solely responsible for creating and maintaining security of ENV Interactive passwords. ENV Interactive passwords are for Customer use only and Customer is prohibited from permitting any third parties to access ENV Interactive by means of ENV Interactive passwords.

17. NO ENDORSEMENT. ENV does not endorse and is not responsible for any third-party products and services made available through ENV Interactive or for data, information, files and other materials included at any third-party Internet sites to which a link or URL is provided on or through ENV Interactive.

18. MODIFICATIONS. ENV may, at any time without notice, modify, enhance, add or delete databases, Features, and/or services. Continued use of ENV Interactive after any such changes constitutes Customer's consent to such changes.

19. USE OF SERVICE. Customer will not use, or attempt to use, the Service, the network or Devices for any fraudulent, unlawful, improper, harassing, harmful or abusive purpose ("Improper Uses") or so as to adversely or negatively impact other ENV customers, employees, business, ability to provide quality service, reputation, or network, or any other business or person. ENV may determine on a case-by-case basis what constitutes Improper Uses. Improper Uses include without limitation: (a) attempting to interfere with the access of ENV or any other user, (b) attempting to decipher, decompile, or reverse engineer any software, (c) probing, or attempting to tamper with or harm ENV systems, network or customers, and (d) reselling or attempting to resell any aspect of the Service,

whether for profit or otherwise. If ENV suspects a violation of this provision, ENV may: (a) begin legal action, (b) suspend or terminate Service immediately upon notice, and (c) suspend or terminate service provided to Customer under any other agreement. Customer agrees to cooperate with ENV in investigating suspected violations.

20. DISCLAIMER OF WARRANTIES. Except as expressly provided herein or in a sales agreement signed by the parties hereto, ALL SERVICES, DEVICES, DATA, SOFTWARE AND ENVIROSOOPH.COM ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT ALLOWED BY LAW, ENV SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND DEVICES. ENV DOES NOT WARRANT THAT THE SERVICES OR DEVICES WILL BE UNINTERRUPTED, ACCURATE, NON-CORRUPTING, COMPLETE, USEFUL, FUNCTIONAL, SECURE, OR BUG- OR ERROR-FREE. THE ENTIRE RISK AS TO THE INSTALLATION, USE, MODIFICATION, PERFORMANCE, AND RESULTS OF ANY SOFTWARE IS ASSUMED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO THE RISK THAT THE SOFTWARE MAY CONTAIN ERRORS, MAY NOT OPERATE WITHOUT INTERRUPTION, AND MAY CAUSE CORRUPTION OR LOSS OF DATA.

21. LIMITATION OF LIABILITY. ENV will not be liable to Customer or third parties for any deficiency in performance or quality, caused in whole or in part by an act or omission of an underlying carrier or service provider, website, messaging system, paging system, equipment or facility failure, phone failure, discontinuation of Service, network problems, lack of coverage or network capacity, lack of physical or electronic access to a Device, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, priority access, or causes beyond ENV's reasonable control. TO THE FULLEST EXTENT ALLOWED BY LAW, EVEN IF ENV HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ENV WILL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY FORESEEN OR UNFORESEEN DAMAGES ARISING FROM USE OF THE SERVICES, DEVICES, ENV INTERACTIVE, DATA, FEATURES, ENV SOFTWARE, OR ENVIROSOOPH.COM, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, TREBLE, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY

DAMAGES WHATSOEVER ARISING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, PREMISES CONDITIONS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT DEVICES AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE OR ANY DEVICE, THE CONTENT OF ANY DATA TRANSMISSION, OR COMMUNICATION, ALERT OR MESSAGE TRANSMITTED TO OR RECEIVED BY ANY DEVICE. THE MAXIMUM AGGREGATE LIABILITY OF ENV TO CUSTOMER, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY OR LOSSES ARISING FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO SERVICES OR DEVICES SHALL BE A REFUND OR REBATE OF THE PRORATED ANNUALLY OR OTHER CHARGES PAID OR OWED TO ENV BY CUSTOMER FOR THE APPLICABLE SERVICE OR DEVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. **EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT WILL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OF CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; AND (B) TO ENV, ITS SUPPLIERS (INCLUDING ANY AIRTIME, INTERNET OR OTHER NETWORK SERVICE PROVIDERS) AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

22. **PRIVACY.** Wireless systems use radios to transmit communications over a complex network. ENV does not guarantee that Data transmitted wirelessly will be private or secure, and ENV is not liable for any lack of privacy or security.

23. **INDEMNIFICATION.** To the fullest extent allowed by law, and/or at least to the extent funds are available from current revenues of Customer, Customer will defend, indemnify, and hold harmless ENV from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by ENV in connection with all claims, suits, judgments and causes of action: (i) for infringement of patents or other proprietary rights arising from Customer's combining with or using any device, system or service in connection with ENV Interactive or any portion thereof, (ii) for damages arising from Customer's breach of any provision of this Agreement, (iii) for libel, slander, defamation or infringement of copyright or

other proprietary right with respect to material transmitted by Customer using ENV Interactive or (iv) for any injury, death or property damage arising from Customer's acts or omissions in connection with the presence, use or non-use of any Device or portion of ENV Interactive (other than such damage to person or property (excluding data) that directly arises from the use of ENV Interactive strictly in accordance with the terms of this Agreement and any instructions for use of ENV Interactive), or in connection with Customer's failure to provide a Work Order or otherwise request Repair of a Device. No remedy herein conferred upon ENV is intended to be, nor will it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies will be cumulative. In the event of the termination of this Agreement, Customer will pay to ENV all attorney fees, collection fees, and related expenses, expended or incurred by ENV in the enforcement of any right or privilege hereunder (including, but not limited to, telephone, freight, express and postal charges, expenses of paid investigators and reasonable compensation for time of ENV's representatives). The foregoing indemnity will apply to ENV, its independent contractors, its suppliers (including airtime and internet service providers) and their respective directors, officers, employees and independent contractors.

24. **NO THIRD PARTY BENEFICIARIES.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties hereto authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

25. **TERM AND TERMINATION.** This Agreement will upon signing by both parties become effective on the Effective Date, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party. Notwithstanding the foregoing, ENV may terminate this Agreement immediately upon giving written notice of termination to Customer if Customer commits a material breach of any obligation to ENV under any other agreement between the parties, and either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination, any amount owed to ENV by Customer shall become immediately due and payable.

26. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto will be construed under and governed by the laws of the State of Texas.

27. **TEXAS PUBLIC INFORMATION ACT REQUESTS.** Customer will notify ENV immediately upon receipt by Customer of a request for information under the Texas Public Information Act (Texas Government Code Annotated §§ 552.001 - 552.353) that pertains in any way to this Agreement, ENV, Devices or otherwise pertains to the subject matter



## Envirosoph Technologies Services Agreement

hereof. At a minimum, such notice will comply with § 552.305 thereof.

28. **MODIFICATIONS AND WAIVERS.** The terms of this Agreement may be modified or waived only by a writing signed by both parties. No usage of trade or other regular practice or method of dealing between the parties hereto will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. In accordance with the foregoing, Customer may include one or more additional Devices for Services hereunder, and/or may remove one or more Devices from Services hereunder from time to time. Such addition and removal of Device(s), as the case may be, will be made in writing signed by Customer and delivered to ENV according to the notice provision of **Section 38**. Such writing will be deemed to amend **Schedule "A"** hereto, and Devices added will be subject to the provisions hereof as of the date set forth in **Schedule "A."**

29. **SCHEDULES.** All schedules referred to herein and attached hereto are incorporated herein by reference.

30. **INTERPRETATION.** The section and other headings contained in this Agreement are for convenience of reference only and will not in any way affect the meaning or interpretation of this Agreement. The meaning assigned to each term defined herein will be equally applicable to both the singular and the plural forms of such term. A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefore and all regulations and statutory instruments issued there under or pursuant thereto.

31. **PARTIES IN INTEREST.** This Agreement will bind and inure to the benefit of the parties hereto and their successors and permitted assigns. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without ENV's prior written consent.

32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

33. **FORCE MAJEURE.** ENV's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

34. **SEVERABILITY.** If any part or provision of this Agreement is or will be deemed to violate any applicable laws, rules or regulations, such invalid part or provision will be severable from the remainder of this Agreement, which will remain in full force and effect, and the Agreement will be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

35. **DISPUTE RESOLUTION.** Any and every dispute of any nature whatsoever that may arise between the parties, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal theory, including, but not limited to, disputes relating to or involving the construction, performance or breach of this Agreement, or any other agreement between the parties, whether entered into prior to, on, or subsequent to the date of this Agreement, or those arising under any federal, state or local law, regulation or ordinance, shall be determined by binding arbitration in accordance with the then—current commercial arbitration rules of the American Arbitration Association, to the extent such rules do not conflict with the provisions of this paragraph. If the amount in controversy in the arbitration exceeds Two Hundred Fifty Thousand Dollars (\$250,000), exclusive of interest, attorneys' fees and costs, the arbitration shall be conducted by a panel of three (3) neutral arbitrators. Otherwise, the arbitration shall be conducted by a single neutral arbitrator. The parties shall endeavor to select neutral arbitrators by mutual agreement. If such agreement cannot be reached within thirty (30) calendar days after a dispute has arisen which is to be decided by arbitration, any party or the parties jointly shall request the American Arbitration Association to submit to each party an identical panel of fifteen (15) persons. Alternate strikes shall be made to the panel, commencing with the party bringing the claim, until the names of three (3) persons remain, or one (1) person if the case is to be heard by a single arbitrator. The parties may, however, by mutual agreement, request the American Arbitration Association to submit additional panels of possible arbitrators. The person(s) thus remaining shall be the arbitrator(s) for such arbitration. If three (3) arbitrators are selected, the arbitrators shall elect a chairperson to preside at all meetings and hearings. The arbitrator(s), or a majority of them, shall have the power to determine all matters incident to the conduct of the arbitration, including without limitation all procedural and evidentiary matters and the scheduling of any hearing. The award made by a majority of the arbitrators shall be final and binding upon the parties thereto and the subject matter. The arbitration shall be governed by Chapter 171 of the Texas Civil Practice & Remedies Code, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The arbitrators shall have no authority to award punitive or exemplary damages or any statutory multiple damages, and shall only have the authority to award compensatory damages, arbitration costs, attorneys' fees, declaratory relief and permanent injunctive relief, if applicable. Unless otherwise agreed by the parties, the



## Envirosoph Technologies Services Agreement

arbitration shall be held in San Antonio, Texas. This **Section 35** shall not prevent either party from seeking a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction in order to protect its rights under this Agreement. In the event a party seeks such injunctive relief pursuant to this Agreement, such action shall not constitute a waiver of the provisions of this **Section 35**, which shall continue to govern any and every dispute between the parties, including without limitation the right to damages, permanent injunctive relief and any other remedy, whether at law or in equity. **EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO OR INVOLVING IN ANY WAY THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING.** By execution of this Agreement, each of the parties hereto acknowledges and

agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

36. **SURVIVAL.** The following provisions, and any other provisions that may reasonably be construed as surviving, and the rights and obligations of the parties there under, shall survive any termination of the Agreement for any reason: **Sections 8, 12, 17, 20, 21, 22, 23, 26, 27, 34, 35, 36, 37.**

37. **IDEAS & CONCEPTS.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Customer provides to ENV regarding the Services, ENV Interactive, Features, ENV Software or envirosoph.com shall become the exclusive property of ENV and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Customer.


38. **NOTICES.** Notices regarding this Agreement must be provided in writing to ENV at: ENVIROSOPH TECHNOLOGIES, LP., Attn: Jack Gorman, 14439 NW Military Highway, Suite 108, PMB 424, San Antonio, Texas 78231;

and to Customer at: \_\_\_\_\_ Attn: \_\_\_\_\_

Address: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

ENVIROSOPH TECHNOLOGIES, LP.

By:  Digitally signed by Jay Gorman  
Date: 2009.02.17 02:50:56 -06'00'

Printed Name: Jack E. Gorman, Jr.

Title: Its President

Date Signed: 2/17/2009

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Envirosoph Technologies Services Agreement

### SCHEDULE "A" – Devices

Configuration as of January 1, 2009:

Location	Date Site Online	Maintenance Rate
Hillard	11-May-07	\$2500.00
Jacobs Well	11-Jul-07	\$2500.00
Wayside	17-Jul-07	\$2500.00
Windy Hill	29-Aug-07	\$2500.00
Rhode Road	29-Aug-07	\$2500.00
Hidden Valley	19-Sep-07	\$2500.00
Elder Hill	26-Sep-07	\$2500.00
Mt. Gainor	1-Oct-07	\$2500.00
Post Rd.	17-Oct-07	\$2500.00
Bell Spring	1-Nov-07	\$2500.00
Trautwein Rd.	6-Nov-07	\$2500.00
Little Arkansas	29-Nov-07	\$2500.00
1492-Blanco	30-Nov-07	\$2500.00
York Creek	22-Dec-07	\$2750.00
Chaparral Rd.	5-Feb-08	\$2500.00
Uhland	22-Feb-08	\$2500.00

Attachment 1

## Quarterly Maintenance Report

Location (unit name): \_\_\_\_\_

<b>Communications:</b>	Operational	Non-operational	<b>Electronics:</b>	Operational	Non-operational
Can Central	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Flasher #1	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Flasher #2	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

Battery voltage:

Flashers, OK?:

Can Central	A _____	B _____		Top	Bottom	Comments
Flasher #1	A _____	B _____	C _____	D _____	<input type="checkbox"/>	<input type="checkbox"/>
Flasher #2	A _____	B _____	C _____	D _____	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

<b>Solar Panel:</b>	<b>Voltage</b>		<b>Weather</b>		<b>Comments:</b>
Can Central	_____	Clear <input type="checkbox"/>	P / Cloudy <input type="checkbox"/>	Overcast <input type="checkbox"/>	_____
Flasher #1	_____	Clear <input type="checkbox"/>	P / Cloudy <input type="checkbox"/>	Overcast <input type="checkbox"/>	_____
Flasher #2	_____	Clear <input type="checkbox"/>	P / Cloudy <input type="checkbox"/>	Overcast <input type="checkbox"/>	_____

<b>Cabinets/Conduit:</b>	<b>OK</b>	<b>Damaged</b>	<b>Comments</b>
Can Central	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flasher #1	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flasher #2	<input type="checkbox"/>	<input type="checkbox"/>	_____
Conduit to Sensor	<input type="checkbox"/>	<input type="checkbox"/>	_____

<b>Vegetation:</b>	<b>OK</b>	<b>Needs attention soon</b>	<b>Needs attention now!</b>
Grass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trees / Brush	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
View to South	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Inspected By: \_\_\_\_\_

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

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Silverado subdivision, Sec. 2.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** February 24, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ford

**SUMMARY:**

The maintenance bond for Silverado subdivision, Sec. 2 expired February 20, 2009. This section includes the remaining portion of Beauchamp Rd. (2,026 ft.). The Road Department has inspected and recommends its acceptance for maintenance.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** 07-2-10 Bilger Tract (1 Lot)-- Discussion and possible action to authorize the filing of the record plat for The Bilger Tract Subdivision.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** February 10, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Garza

**SPONSORED BY:** Barton

**SUMMARY:**

The "Bilger Tract" is a 1 lot subdivision of property, located off of FM 150 and Kuykendall Rd. in precinct 2. It is 9.44 acres in size and served by individual well and OSSF. The final plat was approved on July 3, 2007; however the plat was not filed with the County Clerk's Office within the 12 month timeframe required by Hays County Interim Development Regulations section 6.7. The property owner is asking the court grant a variance from section 6.7, see attached letter.

Andrew Bilger  
700 Rancho Grande Dr.  
Wimberley, Texas  
78676

Hays County Enviro. Health  
Subdivision Coordinator  
Clint Garza  
1251 Civic Center Loop  
San Marcos, Texas, 78666

February 12<sup>th</sup>, 2009

Mr. Garza,

Thank you for considering this request for a variance on my property located at 8002 FM 150, Driftwood, Texas. I appreciated the assistance that you, Linda C. Fritche, and Commissioner Barton and his staff, have provided me over the last few weeks.

As you know this property is currently not a legal lot as it was sold to me at just under the 10 acre minimum lot size. This 9.44 acre track was represented as a legal lot at the time of my purchase. After applying for a septic permit, Tom Pope, informed me that the property did not meet the Hays County Subdivision Rules.

I contacted the surveyor, Mr. Sulttimeyer, who agreed to correct the plat and present it to the commissioner's court. That was the last communication that I ever had with the surveyor. I was unaware that the property ever went through the Hays County Commissioners court, on July 3<sup>rd</sup>, 2007, until it was brought to my attention 2 weeks ago.

This property has been a tremendous burden to my family financially with little hope of selling it without spending more money for surveying, engineering and platting. I understand that the twelve month filing period has long passed. I would however, appreciate and be forever indebted to the court for the opportunity to file this already approved plat with the county clerk and have the ability to move on with my life.

Regards,

Andrew Bilger



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

**Discussion and possible action to establish communication policy and plan.**

**CHECK ONE:**      **CONSENT**      **X ACTION**      **EXECUTIVE SESSION**

☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: Tuesday, February 17, 2009**

**AMOUNT REQUIRED: 0**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY: Sumter**

**SUMMARY: While the Communication plan should be a living document, this initial discussion with Court will identify guiding principles for establishing such plan.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to form committees to recommend firms from the responses received to RFQ2009-P05 for Engineering/Professional Services for the Road Bond Projects.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: February 23, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: See attached matrix.**

General Civil Engineering and Roadway Design(including traffic engineering)	Geo-Technical	Environmental	Bridge and Structural Engineering	Hydrology and Drainage	Utility coordination and Relocation	ROW Acquisition	Survey(standard, aerial and/or sub-surface mapping)	Public involvement(public information(meetings))
KFRIESE	KLEINFELDER	PS&J	PS&J	CARLSON BRIGANCE	LNV	MWM	MATKIN HOOVER	GARRETT-IHNEN
CP&Y	FUGRO	KLEINFELDER	STANLEY CONSULTANTS	RHED OAKS	MATKIN HOOVER	CBD	PS&J	TATE AUSTIN TAHN
SUNLAND GROUP	MALABS	COX/MCLAIN	LIA	GARRETT-IHNEN	PS&J	PS&J	WICKREY & ASSOC	ESPEY CONSULTANTS
LNIV	RABA-KISTNER	JACOBS	BINKLEY & BARFIELD	ESPEY	MACTEC	MACTEC	STANLEY CONSULTANTS	LOOMIS
MATKIN-HOOVER	S&B INFRASTRUCTURE	HNTB	JACOBS	HALCROW	VICKREY & ASSOC	LAN	CEC	BWR
PS&J	TERRACON	RABA-KISTNER	HNTB	KLOTZ	STANLEY & CONSULT	CLS	PATE ENG	URS
MACTEC	PSI	S&B INFRASTRUCTURE	S&B INFRASTRUCTURE	CH2M HILL	LIA	ESSENTIAL ROW	CHAPARRAL LAND SURVEY	PINK CONSULTING
KCI-KENNEDY CONSULTING	HOLT ENGINEERING	MICHAEL J BAKER JR	MICHAEL J BAKER JR	LOOMIS	BECA	O R COLAN	JONES & CARTER	PB
VICKREY & ASSOC	HVI	BLANTON & ASSOC	FREES & NICHOLS	BWR	BINKLEY & BARFIELD	HRM	SAM INC	CP&Y
STANLEY CONSULTANTS		ALLIANCE TRANS GRP	HDR	BYRN & ASSOC	CEC	FREES & NICHOLS	COBB FENDLEY	PS&J
LIA		TERRACON	UNINTECH CONSULTING	URS	JONES & CARTER	HDR	G & A	KCI
LAN		FREES & NICHOLS	DANNENBAUM	URS	YOUNG RESOURCES	HALF	UNINTECH CONSULTANTS	LIA
BECA		HALF	AECOM	MRB	SAM INC		HALF	BECA
ROGERS DESIGN		AECOM	ENSCOTEC	PB	COBB FENDLEY		AECOM	BINKLEY & BARFIELD
BINKLEY & BARFIELD		CP&Y	SEA	KFRIESE	FREES & NICHOLS		TETRA	NANCY LEDBETTER
JACOBS		PARSONS BRINKERHOFF	OTTHON	CP&Y	BURY & PARTNERS		MWM	ALLIANCE GROUP
CEC		URS	BROWN & GAY	SUNLAND GROUP	G&A		PAPE DAWSON	FREES & NICHOLS
PATE ENGINEERING		LOOMIS PARTNERS	RHED OAKS	LNIV	ALBA UTILITIES		BYRN & ASSOC	CD&P
HNTB		PSI	HALCROW	MATKIN HOOVER	GARRETT-IHNEN		MCGRAY & MCGRAY SURVEY	RI RIVERA
S&B INFRASTRUCTURE		CH2M HILL	CH2M HILL	PS&J	ESPEY		LOOMIS	AECOM
MICHAEL J BAKER JR		ESPEY CONSULTANTS	BWR	MACTEC	KLOTZ		BAKER-AICKLEN	
ALLIANCE TRANS GROUP			PE STRUCTURAL	KCI	LOOMIS		MRB	
JONES & CARTER			URS	WICKREY & ASSOC	BWR			
YOUNG PROFESSIONAL SERV			HUITT-ZOLLARS	STANLEY CONSULTANTS	HVI			
COBB FENDLEY			PS&J	LIA	HUITT-ZOLLARS			
FREES & NICHOLS			CP&Y	BECA	KFRIESE			
BURY & PARTNERS			KIMLEY-HORN	CEC	CP&Y			
RI RIVERA			DCI ENG	PATE ENG	SUNLAND GROUP			
HDR			KBR	HNTB				
DANNENBAUM				S&B INFRASTRUCTURE				
HALF				MICHAEL J BAKER JR				
AECOM				ALLIANCE GROUP				
ARIZPE (TAG)				JONES & CARTER				
CBD				FREES & NICHOLS				
RHED OAKS				HUITT-ZOLLARS				
GARRETT-IHNEN								
ESPEY CONSULTANTS								
HALCROW								
KLOTZ ENG								
CH2M HILL								
LOOMIS PARTNERS								
BWR								
BAKER-AICKLEN								
BYRN & ASSOC								
URS								
MRB								
HUITT-ZOLLARS								
PARSONS BRINKERHOFF								
MWM								
EDGE								



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the City of Wimberley, Texas for the maintenance of roadways within Wimberley's corporate limits.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** February 24 2009

**AMOUNT REQUIRED:** None

**LINE ITEM NUMBER OF FUNDS REQUIRED:** None

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** The proposed agreement is substantially similar to the agreements Hays County has executed with the Cities of Niederwald and Uhland. It provides for the dedication of County labor to roadways that make up an integral part of the County road system (the City pays for material costs), and it also provides that the City may request that the County maintain certain roadways that are not part of the County road system if it pays the costs of labor and materials to County. The latter will be limited to maintenance that costs a total of \$50,000 or less in a single fiscal year.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible action to accept the annual report and audit from the Hays County Emergency Services District #3.**

**CHECK ONE:**    ☐ **CONSENT**    ☒ **ACTION**    ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: The report and audit will be distributed the day of court.**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible Action to modify Section 5.07 of the county-wide policy regarding Employee Recognition.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: BAEN**

**SPONSORED BY: SUMTER**

**SUMMARY:** A committee has been formed to review and suggest alternatives to the County Recognition program for years of service. The members of the committee are as follows:

Betty Oldham, Sheriff's office; Janice Weber, R&B; Cindy Maiorka, Purchasing; Brett Littlejohn, JDC; Michele Walters, Commissioner Pct 4.

**Delete:**

**Pins:** Pins will be issued to recognize employees after 5, 10, 15 and 20 years of service. Presentation of the pins will be made at Commissioners Court.

**Plaques:** Plaques will be given to employees every 5 years after 20 years of service. Plaques will also be given to retirees at the time of retirement. Presentation of the plaques will be made at Commissioners' Court.

**Replace with:** Employees will be recognized for 1,5,10,15,20,25,30 and 40 years of service.

## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and Possible Action to adopt a county-wide policy regarding suspensions of employment with pay.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** SUMTER/BAEN

**SPONSORED BY:** SUMTER/BAEN

**SUMMARY:** Suspensions with pay are ordered absences from employment while the employee still receives full pay and benefits. A suspension with Pay allows for immediate response to a suspected, but not fully substantiated, offense and provides a period of time in which an investigation can be thoroughly pursued. *See: Texas Attorney General Opinion No. GA-0322*

## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

Discussion and possible action regarding identification badges for all county employees, or for certain county employees, and related deliberation regarding procedures to identify and train key county personnel for emergency preparedness and response.

**CHECK ONE:**      **CONSENT**      **X ACTION**      **EXECUTIVE SESSION**  
                         **WORKSHOP**      **PROCLAMATION**      **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED:** No specific funds requested. The breadth of an ID program needs to be determined by Commissioners Court before dollars are appropriated. An ID program for emergency purposes can probably be accomplished using existing supplies and equipment in the Health Department. The County already provides training, including new-employee orientation; the Court needs to consider policy implications concerning whether to expand training to include more emergency management.

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: BARTON**

**SPONSORED BY: BARTON**

## **SUMMARY:**

Several times since I took office in 2007 the Emergency Management Coordinator has talked about an ID program for county employees that would be useful in emergency situations. We still don't have one. We have talked also about related training issues. I hope to spur discussion among Court members and department heads about:

- 1) Whether we should implement a standard ID badge for all (or most) county employees, or for all employees working directly for Commissioners Court. (Some departments and elected officials have their own badge system.) In the long run, a coordinated county-wide system could be one component of broader security effort and might be an instrument to screen access to buildings, or parts or buildings, including the new government center. It might even be used for time-and-payroll tracking. Is it needed now? Should we plan to implement such a plan later, perhaps coinciding with construction of the government center?
- 2) How to address immediate needs for Emergency Incident Command and other emergency situations. If badges would be useful, how do we get them made and distributed? Exactly who needs them? Will they be color-coded or ranked – in order to facilitate shift reporting, or to prioritize and screen access to emergency scenes or command posts? Color coding, for example, could make it easier to communicate who needs to respond or when “essential personnel only” need to report for work, or who may and may not gain entrance to a site or meeting.
- 3) How to use existing training opportunities, including new-employee orientation, to foster emergency preparedness.

At various times, Mr. Turner has indicated he could or would coordinate a badge effort. But he has no staff to assign to this effort and the idea has languished – or been implemented in piece-meal fashion without a unifying policy. Our Emergency Management Plan calls out a number of county departments and employees to be used in a disaster; I think we need a single, clear, established system to identify key emergency personnel so that they are readily recognizable on a scene and can move efficiently in and out of both field situations and emergency management outposts. To accomplish that, we need to devise a badge system and code badges so as to identify which key managers and personnel would be responders and decision-makers. Later, additional employees might be “badged” to facilitate shift changes or to provide a visual cue for specific tasks.

The County Health Department has several badge-making stations, with enough badges to make IDs for all county employees. These were obtained through an emergency preparedness grant.

In addition, HR has long-conducted new-employee orientation training sessions. My understanding is that time in these sessions has been offered to Emergency Management for training, and Mr. Turner informs me that he is planning to commence emergency training with new employees next month. We may want to consider Commissioners Court goals for training and outreach.

I suggest we consider a short-term task force to work out policy issues related to the immediate emergency-preparedness questions surrounding ID badges, perhaps including several department representatives, and assign Mr. Turner (or some other staff member) to coordinate a policy outline for review by the Court. We should also give some guidance to staff in our all our departments about emergency preparedness training. Mr. Turner tells me he is scheduled for continuing education at the same time as Commissioners Court on the 24<sup>th</sup> when this item is to be heard and thus may not attend. He says he is very supportive of a more aggressive ID badge program, but is concerned about his ability to take the lead in actually implementing it because of time constraints.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize the continuation of temporary employee to perform duties related to imaging of historical JP4 data files for a time period not to exceed May 31, 2009, and the transfer of funds from Savings/Insurance to Temporary Employee line items within the JP4 budget.

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009

**AMOUNT REQUIRED:** \$4,800.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 01428-5160 and 01428-5101

**REQUESTED BY:** Judge Kyle

**SPONSORED BY:** Commissioner Ford

**SUMMARY:**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the continuation of temporary employee to perform duties related to imaging of historical JP4 data files for a time period not to exceed May 31, 2009, and the transfer of funds from Savings/Insurance to Temporary Employee line items within the JP4 budget

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$4,800.00 01-428-5160 and 01-428-5101

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_ N/A \_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_ N/A \_\_\_

**COMMENTS:** Will require a budget amendment from 01-428-5160 (\$5,167) to 01-428-5021 (\$4,800) and 01-428-5101 (\$367). Will also require transferring \$400 from 01-428-5449 to 01-428-5021.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

FUND NO. 01  
FUND TITLE: GENERAL

<u>Line Item - Expenditures</u>	Appropriation before	<u>Amendment</u>		Appropriation as
	<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<b><u>Justice of Peace 4 (428):</u></b>				
01-428-5021 Staff	82,933	400		83,333
01-428-5101 FICA	24,777	31		24,808
01-428-5449 Temp Personnel	400		(400)	-0-
01-428-5160 Insurance	23,840		(31)	23,809

Correct 2/17/09 budget amendment as authorized temporary employee rather than agency (for 40 hrs).

01-428-5021 Staff	83,333	4,800		88,133
01-428-5101 FICA	24,808	367		25,175
01-428-5160 Insurance	23,809		(5,167)	18,642

Transfer for additional hours for temporary employee from personnel savings.



ORDER AMENDING THE COUNTY OF HAYS BUDGET  
FOR FY ENDING SEPTEMBER 30, 2009

THE STATE OF TEXAS  
COUNTY OF HAYS

WHEREAS, on the 24<sup>th</sup> day of February, A.D., 2009, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2009 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2009 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 24<sup>th</sup> day of February, 2009.

FOR ( ) \_\_\_\_\_  
AGAINST ( ) ELIZABETH 'LIZ' SUMTER  
ABSTAIN ( ) COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR ( ) \_\_\_\_\_  
AGAINST ( ) DEBBIE GONZALES - INGALSBE  
ABSTAIN ( ) COMMISSIONER, PRECINCT 1

FOR ( ) \_\_\_\_\_  
AGAINST ( ) JEFF BARTON  
ABSTAIN ( ) COMMISSIONER, PRECINCT 2

FOR ( ) \_\_\_\_\_  
AGAINST ( ) WILL CONLEY  
ABSTAIN ( ) COMMISSIONER, PRECINCT 3

FOR ( ) \_\_\_\_\_  
AGAINST ( ) KAREN FORD  
ABSTAIN ( ) COMMISSIONER, PRECINCT 4

ATTEST:

\_\_\_\_\_  
LINDA C. FRITSCHÉ  
COUNTY CLERK, HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Presentation and update on the Proposed Hays County Government Center.**

**CHECK ONE:**      ☐ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☒ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 24, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: This is an update on where we are at with the proposed Government Center. We will have a PowerPoint Presentation and there will be no action taken today.**

**All interviews have been completed with each department (up to 4 meetings with each)**

**Space needs/assessments are complete**

**We hope to answer any questions and want to proceed forward with our next steps to prepare Construction Documents to solicit proposals for construction. This is a nine month process before proposals go out for bid.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Presentation by Hays Trinity Groundwater Conservation District on TWC Chapter 36 authority.**

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXEC SESSION-PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: February 23, 2009; 11 a.m.**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: HTGCD**

**SPONSORED BY: Ford**

**SUMMARY: Plan for 20-minute presentation.**

## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Executive Session pursuant to §551.071 of the Texas Government Code, regarding *Justin Wade Hampton* pursuant to consultation with attorney regarding litigation or contemplated litigation related thereto. Possible action to follow in open Court.

**TYPE OF ITEM:** EXECUTIVE SESSION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009 @ 9:00 am

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:**

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Executive Session pursuant to §551.071 of the Texas Government Code, regarding *Melissa & Jerry Shinn* pursuant to consultation with attorney regarding litigation or contemplated litigation related thereto. Possible action to follow in open Court.

**TYPE OF ITEM:** EXECUTIVE SESSION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009 @ 9:00 am

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:**

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Executive Session pursuant to §551.071 of the Texas Government Code, regarding *John Kirk Zamora* pursuant to consultation with attorney regarding litigation or contemplated litigation related thereto. Possible action to follow in open Court.

**TYPE OF ITEM:** EXECUTIVE SESSION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009 @ 9:00 am

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:**

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Executive Session pursuant to §551.071 of the Texas Government Code, regarding **DANIEL HEYSQUIERDO** pursuant to consultation with attorney regarding litigation or contemplated litigation related thereto. Possible action to follow in open Court.

**TYPE OF ITEM:** EXECUTIVE SESSION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009 @ 9:00 am

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:**

Summary to be provided by Special Counsel in Executive Session.



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

- **AGENDA ITEM:** Executive Session pursuant to §551.071 of the Texas Government Code, regarding litigation related to claim(s) by Stephanie and Crag Redhawk. Possible action to follow in open Court.

**TYPE OF ITEM:** EXECUTIVE SESSION

**PREFERRED MEETING DATE REQUESTED:** February 24, 2009 @ 9:00 am

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:**

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

