Commissioners Court -July 14, 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 14TH **day of July, 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	Presentation of County service awards. **SUMTER/BAEN**
2	2	4-H Presentation. **SUMTER/PARRISH**
3	3	Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for June 2009. **SUMTER/WEAVER**

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
4	4	Approve payments of county invoices. **HERZOG**
5	5-10	Approve Commissioner Court Minutes of July 7, 2009. **SUMTER/FRITSCHE**
6	11-23	Authorize the County Judge to execute a contract for up to $15,619.00 from the Texas Department of State Health Services for the Title V Prenatal program. **SUMTER/HARGRAVES**
7	24-29	Approve the May 2009 Treasurer's Report and Investment Report. **SUMTER/TUTTLE**
8	30-36	Approve purchase of a Powerheart AED G3 Automatic for the Pct. 4 office. **FORD**

ACTION ITEMS

ROADS

9	37	Hold a public hearing to establish traffic regulations on Buttercup Lane, CR 286. **CONLEY/BORCHERDING**
10	38-47	Discussion and possible action to consider the acceptance of road construction and drainage improvements release of the construction bond and acceptance of maintenance bond for Big Sky subdivision. **CONLEY/BORCHERDING**

SUBDIVISIONS

11	48-50	08-04-69 Hold Public Hearing on the replat of Lots 12 and 13, Bear Creek Estates. Discussion and possible action to consider approval of Final Plat. **FORD/GARZA**

MISCELLANEOUS

12	51	Discussion and possible action to reduce the Fuel Line item across all departments. **SUMTER/HERZOG**
13	52-55	Discussion and possible action to authorize approval of contract with ClaytonLevyLittle for the RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize County Judge to execute same. **SUMTER/HERZOG/MAIOKA/JOHNSON**
14	56-64	Discussion and possible action to approve purchase of equipment/vehicles not to exceed $150,180.00 for the Road Department and amend the budget accordingly. **FORD/INGALSBE/BORCHERDING**

15	65-66	Discussion and possible action to designate naming a private driveway off Lime Kiln Road as "Sahalee" Path. **FORD**
16	67	Discussion and possible action to allow the use of the Hays County Civic Center at no cost for the purposes of practice riding (barrel racing, etc.) from now until August 31, 2009. **INGALSBE/NELSON**
17	68-69	Discussion and possible action to transfer $3,608.00 from the Misc. Capital Improvements line item to Arena/Other Supplies in the Civic Center Budget. **INGALSBE/NELSON**
18	70	Discussion and possible action to award the engineering design services for CR 266/Old Bastrop Hwy to Huitt-Zollars and authorize Commissioner Ingalsbe and staff to negotiate a contract and fee schedule. **INGALSBE**
19	71-74	Discussion and possible action to accept Owl Hollow Road and East Owl Hollow Road in to the county maintenance system. **FORD**
20	75-76	Discussion and possible action to authorize the County Judge to approve the installation of a sign to replace a temporary sign on the LBJ Museum located at: 131 N. Guadalupe St., San Marcos. **INGALSBE**
21	77-91	Discussion and possible action to approve amended and restated Memorandum of Understanding (MOU) between Hays County, The Hill Country Conservancy and the City of Austin for the Dahlstrom Ranch Project, and authorize the County Judge to execute the MOU and accompanying document. **BARTON**
22	92	Discussion and possible action regarding issues related to proposed capital construction projects in Hays County, including but not limited to the government center: precinct offices; Resource Protection, Transportation and Planning department offices; and space needs projections for the Hays County Jail and related criminal justice analysis. **INGALSBE**

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.

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 10TH day of July, 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:
Presentation of County service awards.

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: BAEN

SPONSORED BY: SUMTER

SUMMARY:

Presentation of service awards is in accordance with paragraph 5.07 (EMPLOYEE RECOGNITION) of the Hays County Employee Personnel Policy Manual.

The 30 and 35 year gifts were not ready in time to present to Ed Cooper (35), Ernest Cordova (30), and James Kohler (30) at the Employee Appreciation Luncheon in May.

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

Phone (512) 393-2205

AGENDA ITEM:

4-H Interpretation

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Richard Parrish

SPONSORED BY: Hays County AgriLife Extension

SUMMARY:

Update on 4-H activities and news for Hays County

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Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

Phone (512) 393-2205

AGENDA ITEM: Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for June 2009

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Mike Weaver

SPONSORED BY: Sumter

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

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 payment of county invoices.

CHECK ONE: X CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 7/14/09

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 JULY 7, 2009

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

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

PREFERRED MEETING DATE REQUESTED: JULY 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHE

SPONSORED BY: SUMTER

SUMMARY:

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 7TH DAY OF JULY 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. FRITSCHE	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

25258 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve payment of county invoices in the amount of $ 1,238,497.48 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

25259 APPROVE COMMISSIONER COURT MINUTES OF JUNE 16TH 23RD AND 30TH 2009

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Commissioner Court Minutes of June 16, 23, & 30, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

25260 APPROVE THE APRIL 2009 TREASURER'S REPORT AND INVESTMENT REPORT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the April 2009 Treasurer's Report and Investment Report. All voting "Aye". MOTION PASSED

25261 APPROVE INSTITUTIONAL OSSF PERMIT FOR THREE BEDROOM HOUSE AND BASEBALL BATTING CAGES LOCATED AT 31330 RANCH ROAD 12, DRIPPING SPRINGS IN PRECINCT 4

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Institutional OSSF Permit for Three Bedroom House and Baseball Batting Cages located at 31330 Ranch Road 12, Dripping Springs in Precinct 4. All voting "Aye". MOTION PASSED

25262 APPROVE INSTITUTIONAL OSSF PERMIT FOR HELDENFELS ENTERPRISES LOCATED AT 5700 S. I-35, SAN MARCOS IN PRECINCT 1

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Institutional OSSF Permit for Heldenfels Enterprises located at 5700 S. I-35, San Marcos in Precinct 1. All voting "Aye". MOTION PASSED

25263 TRANSFER TRUCK VIN#1FTEF15N0SLB92679 FROM CONSTABLE PRECINCT 3 TO BUILDING MAINTENANCE DEPARTMENT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to transfer truck VIN #1FTEF15NOSLB92679 from Constable Precinct 3 to Building Maintenance Department. All voting "Aye". MOTION PASSED

25264 TRANSFER TRUCK VIN#1FTEF15N0SLB92679 FROM CONSTABLE PRECINCT 3 TO BUILDING MAINTENANCE DEPARTMENT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to transfer truck VIN #1FTEF15NOSLB92679 from Constable Precinct 3 to Building Maintenance Department. All voting "Aye". MOTION PASSED

25265 APPROVE UTILITY PERMITS

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve utility permit #02024 on Peaceful Valley issued to Goforth Venture; permit #02025 on Goforth Road issued to Goforth Venture; permit #02026 on Opal Lane issued to City of Kyle; permit #02027 on Opal Lane issued to City of Kyle as submitted by the Hays County Road Department. All voting "Aye". MOTION PASSED

25266 HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS ON CRYSTAL HILL DRIVE IN GOLDENWOOD SUBDIVISION [T1-50]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. RPTP Director Jerry Borcherding gave staff recommendation for approval. **A motion was made by Commissioner Ford, seconded by Commissioner Barton to establish traffic regulations of 30 MPH speed limit on Crystal Hill Drive in Goldenwood Subdivision. All voting "Aye". MOTION PASSED**

25267 HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS IN BELTERRA SUBDIVISION, PHASE 4, SECTION 18 [T1-65]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. RPTP Director Jerry Borcherding gave staff recommendation for approval. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulations of a stop sign on Bradshaw Drive at Belterra Drive; stop sign on Bradshaw Drive at Naples Lane; stop sign on Naples Lane at Bradshaw Drive; stop sign on Kinloch Court at Naples Lane; stop sign on Bitterfoot Lane at Naples Lane; and set speed limit of 25 MPH in Belterra Subdivision Phase 4 Section 18. All voting "Aye". MOTION PASSED**

25268 [08-04-70 – 1 LOT] **LONESOME SAGE SUBDIVISION – APPROVE FINAL PLAT** [T1-77]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve final plat of Lonesome Sage Subdivision. All voting "Aye". MOTION PASSED**

25269 [08-4-68 – 2 LOTS] **RANCHO BELLA SUBDIVISION – APPROVE FINAL PLAT** [T1-98]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. **A motion was made by Commissioner Ford, seconded by Judge Sumter to approve final plat of Rancho Bella Subdivision. All voting "Aye". MOTION PASSED**

25270 [08-4-67 – 7 LOTS] **REPLAT OF TRACT 4 DRIPPING SPRINGS RANCH, PHASE 2 - CALL FOR PUBLIC HEARING ON AUGUST 4, 2009** [T1-125]

Subdivision Coordinator Clint Garza gave staff recommendation to call for a public hearing. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on August 4, 2009 for a replat of Tract 4 Dripping Springs Ranch Phase 2. All voting "Aye". MOTION PASSED**

25271 [09-4-19 – 25 LOTS] **HIGHPOINTE PHASE 5, SECTION 1 SUBDIVISION – APPROVE FINAL PLAT** [T1-140]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve final plat of Highpointe Phase 5 Section 1 Subdivision. All voting "Aye". MOTION PASSED**

25272 APPROVE THE RELEASE OF THE 7.5 FT. SIDE PUE'S AND REPLACE WITH 5 FT. PUE'S ON LOT 8 CREEK OF DRIFTWOOD AMENDED [T1-184]

Subdivision Coordinator Clint Garza spoke of reducing the size of a PUE because of building encroachment. He gave staff recommendation for approval **A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve the Release of the 7.5 ft. side PUE's and replace with 5 ft. PUE's on Lot 8 Creek of Driftwood Amended. All voting "Aye". MOTION PASSED**

25273 [09-2-18 – 11 LOTS] **STUDIO ESTATES SUBDIVISION, SECTION 1 – APPROVE FINAL PLAT AND ACCEPT FISCAL SURETY IN THE AMOUNT OF $141,902.25** [T1-209]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval and acceptance of a cash bond as fiscal surety. **A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve final plat and accept fiscal surety in the amount of $141,902.25 for Studio Estates Subdivision Section 1. All voting "Aye". MOTION PASSED**

25274 **RELEASE THE LETTER OF CREDIT NO. 376, IN EXCHANGE FOR A CASH BOND IN THE AMOUNT OF $9,689.50, FOR THE MAINTENANCE OF STREET AND DRAINAGE IMPROVEMENTS IN THE NORTHRIDGE SUBDIVISION, PHASE 2** [T1-237]

Subdivision Coordinator Clint Garza gave staff recommendation for accepting a cash bond in exchange for a letter of credit. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to release the Letter of Credit No. 376 in exchange for a Cash Bond in the amount of $9,689.50 for the Maintenance of Street and Drainage improvements in the Northridge Subdivision Phase 2. All voting "Aye". MOTION PASSED**

25275 **APPROVE THE PURCHASE OF EQUIPMENT FOR TWO PATROL VEHICLES** [T1-266]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve the purchase of equipment for two patrol vehicles and amend the budget accordingly. All voting "Aye". MOTION PASSED

REQUEST TO CONVERT AN ADMINISTRATIVE ASSISTANT III POSITION IN THE CONSTABLE PCT. 1 OFFICE TO A DEPUTY CONSTABLE [T1-281]

Constable Pct. 1 David Peterson requested conversion of an Administrative Assistant III position with a Deputy Constable position. Judge Sumter, Commissioner Conley, and Commissioner Ford requested postponement at this time. Constable Pct. 3 Darrel Ayres spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to convert the Administrative Assistant III position, in the Constable Pct. 1 Office to a Deputy Constable. Motions were withdrawn.

25276 **APPROVE THE RESALE OF PROPERTY HELD IN TRUST** [T1-628]

Tax Assessor-Collector Luanne Caraway gave recommendation to approve resale as presented. **A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the resale of property held in trust. All voting "Aye". MOTION PASSED**

DISCUSSION REGARDING NEED FOR NEW REGULATIONS IN CONCERT WITH APPLICABLE STATE LAW TO CLARIFY THE DISTINCTION BETWEEN RV PARK AND MANUFACTURED HOME RENTAL COMMUNITY AS IT RELATES TO THE COUNTY'S OSSF REGULATIONS [T1-707]

Commissioner Ford spoke of need for policy decisions regarding RV Park and Manufactured Home Rental Community as it relates to the OSSF regulations. Special Counsel Mark Kennedy spoke of rules drafted in 1999 which need to be more defined. Discussion was had regarding length of lease, number of units, etc. and accessibility of emergency vehicles. Commissioner Ford spoke of need for notification to adjoining landowners. RPTP Director Jerry Borcherding spoke of need to have Environmental Health staff input based on research.

25277 **AUTHORIZE COMMERCIAL OSSF PERMIT TO JANET AND FRANK ZERAVICA FOR A 5-SPACE RV PARK LOCATED AT 312 HARMON HILLS COVE (HARMON HILLS LOT H-30) DRIPPING SPRINGS IN PRECINCT 4** [T1-1544]

Chief Sanitarian Tom Pope spoke of RV use of an OSSF system. If problems appear in the future, the property owner would have to upgrade the system. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize Commercial OSSF Permit to Janet and Frank Zeravica for a 5-space RV Park located at 312 Harmon Hills Cove (Harmon Hills lot H-30) Dripping Springs, in Precinct 4 with addition of a water flow meter on their wastewater system. All voting "Aye". MOTION PASSED**

25278 AUTHORIZE THE EXTENSION OF THE CIGNA HEALTH AND DENTAL CONTRACT FOR AN ADDITIONAL THREE (3) MONTHS, THROUGH DECEMBER 31, 2009 [T1-1711]

County Treasurer Michele Tuttle spoke of need to change contract period to be on a calendar year basis. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the extension of the Cigna Health and Dental Contract for an additional three (3) months, through December 31, 2009 and to change the new contract to be a calendar year plan. All voting "Aye". MOTION PASSED**

25279 APPROVE THE RELOCATION OF A DOOR IN A PROSECUTOR'S OFFICE LOCATED WITHIN THE CRIMINAL DISTRICT ATTORNEY'S OFFICE AT THE HAYS COUNTY JUSTICE CENTER, 110 EAST MARTIN LUTHER KING DRIVE, SAN MARCOS [T1-1781

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve the relocation of a door in a Prosecutor's Office located within the Criminal District Attorney's Office at the Hays County Justice Center, 110 East Martin Luther King Drive, San Marcos. All voting "Aye". MOTION PASSED

25280 PROVIDE A PHONE ALLOWANCE FOR JERRY BORCHERDING, RPTP DIRECTOR

[T1-1788] **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to provide a phone allowance for Jerry Borcherding, RPTP Director, and amend the budget accordingly. All voting "Aye". MOTION PASSED**

PRESENTATION AND DISCUSSION REGARDING THE PROPOSED LOCATION OF U.S. FOODS IN BUDA WITHIN THE SUNFIELD MUNICIPAL UTILITY DISTRICT, THE POSSIBLE CREATION OF A TAX INCREMENT REINVESTMENT ZONE (TIRZ), AND RELATED COUNTY ROAD IMPROVEMENTS THAT MIGHT BE FINANCED BY THE TIRZ [T1-1852]

Summary: U. S. Foodservice is a national food service distributor that distributes food and related products to 250,000 customers such as restaurants, hotels, healthcare facilities, cafeterias and schools. It employs nearly 30,000 people company-wide. U. S. Foodservice is interested in building a regional headquarters and distribution center in Hays County which would be an approximately 265,000 square feet of building in the initial phase, 400,000-500,000 square feet at final build out; located on 40-50 acres; with a least 250 employees at opening and 405 employees by 2017; and with an initial investment of $47-56 million, and build-out investment of $69-85 million. U.S. Foods and the Sunfield MUD are asking the county to improve parts of two county roads: CR118 & Turnersville Road. Projected cost of these road improvements is $2.5 million. Buda has committed the proceeds from a Texas Capital Fund grant in the amount of $750,000 toward construction costs, leaving $1,750,000.00. U.S. Foods is now proposing to finance the $1,750,000 with a TIRZ backstopped by U.S. Foods. The Buda City Council voted 5-2 to clear zoning hurdles for the project and the City is requesting the county's support. The project is also supported by the Buda Economic Development Corporation. [T1-2152] John Fowler (U. S. Foodservice) gave a powerpoint presentation regarding the size of the facility, community service provided, employment/salaries, Sunfield MUD land plan, truck traffic, current traffic counts & projected traffic counts, stringent design patterns, roadway improvements, real & personal property and sales tax generated from facility and land, and risk/benefit of Capital Fund Projects for the County. [T1-3335] Richard Schneider (President Of Buda Area Chamber of Commerce), Warren Ketteman (Executive Director of the Buda Economic Development Council), and Antonio Sosa (Buda EDC board member) made public comment in support of this project. David Patterson (Buda resident) read from a list of questions he has for the county and U.S. Foods. Stahl Urban (Buda resident) spoke in opposition to the location and he would like to see a vote from the citizens of Buda. Susan Harris spoke of emerging market in this area (from South Park Meadows @Slaughter Lane to the San Marcos Outlet Mall). Emails of support were submitted from Don Graham/Graham & Associates, Ray Mason-Business Advisor/Texas State SBDC, Richard Harlow, George Harper- President & CEO/Harper's Fine Jewelry Inc., Harry Patel/Americas Best Value Inn, Rob Borrel/Dizzy Tee Designs, Chef Reno Lanzillotti/Nonna Gina's Italian Restaurant, Lawrence Radinsky/Pizza Hut, Don Goodson/Gen Mng of Camper Clinic II, Rev. Roy A. Erdahl/Good Shepherd Ministries, Bob Elder/Friends of the Buda Public Library, Carla Gasparini/Hill Country Eye Care, Shirley Malone/Edwards Jones Financial Advisor, John Sanford/Pct. 2 resident, James Bratton, Danny Webber/MBA Broker-Owner, Claude Green/Computer Werks Inc., Terry Capps, and William McAnelly/Buda EDC Director.

DISCUSSION OF BUDGET GOALS FOR THE FY2010 BUDGET [T2-900]

Judge Sumter requested input from members of the court regarding goals for the FY2010 budget. Discussed previous goals. Each member of the court spoke of items they would like to support and each stated that they want to maintain the current tax rate. County Auditor Bill Herzog spoke of decrease in revenues and in appraisal which will greatly affect the budget.

Clerk's Note: Agenda Item #17 RE: *AUTHORIZE THE PURCHASE OF A NEW JURY SOFTWARE PACKAGE AND CONTRACT WITH TYLER TECHNOLOGIES* **was PULLED.**

Clerk's Note: Agenda Item #26 RE: *DISCUSSION AND POSSIBLE ACTION REGARDING ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT OFFICES; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS* **was PULLED.**

Court was adjourned.

I, LINDA C. FRITSCHE, 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 JULY 7, 2009.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Authorize County Judge to execute contract for up to $15,619.00 from the Texas Department of State Health Services for the Title V Prenatal program.

CHECK ONE: X CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

This is an annual contract between Texas Department of State Health Services and Hays County Personal Health Department to provide prenatal services for the Title V-eligible clients prior to their eligibility for the CHIP Perinate or Medicaid program. This contract provides funding for the program from September 1, 2009 through August 31, 2010.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-031728 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HAYS COUNTY PERSONAL HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $15,619.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2009 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-031728-001 CHS - Prenatal Services

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HAYS COUNTY PERSONAL HEALTH DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

92648-1

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HAYS COUNTY PERSONAL HEALTH DEPARTMENT D/B/A	Provider No.:	Vendor No.: 17460022415	Telephone No.
Street Address:	City, County, State:		Zip Code:

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No ___

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN #

(b) Type of Entity: Sole Proprietorship ___ Partnership ___ Corporation ___

Unincorporated Associations ___ Other (Specify) _____

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No___

Name	Address	Provider Number

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No___

If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No___

If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No___

If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No___

If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No___

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No___

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain? Yes___ No___

(If yes, list Name, Address of Corporation, and EIN)

Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years? Yes --- No ----

If yes, give year of change _____

Current beds _____ Prior beds _____

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) **Title**

Signature **| Date**

Remarks:

CONTRACT NO.2010-031728
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000351266

CONTRACTOR: HAYS COUNTY PERSONAL HEALTH DEPARTMENT

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2009 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Purpose:

To provide or assure the provision of prenatal services for Title V-eligible clients prior to their eligibility for Children's Health Insurance Program (CHIP) perinatal benefits. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of prenatal services.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY10 Title V Fee-for-Service Prenatal Services Renewal Contract Application;
- Contractor's Response to FY10 Renewal Application for Title V Fee-for-Service Prenatal Services and any revisions;
- DSHS FY08 Title V Fee-for-Service Prenatal Contract Application;
- Contractor's Response to FY08 Title V Fee-for-Service Prenatal Contract Application;
- Current Title V Policies and Procedures Manual for Title V Maternal and Child Health;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2010, or latest revision, and Core Tool Monitoring Instructions, FY2010; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2010, or latest revision, and Title V Tool Monitoring Instructions, FY2010; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the

Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

An individual is considered eligible for Title V allowable direct health care/enabling services if the individual is:

1. A child age 0 through 21, females of child bearing age and males who have not had sterilization surgery or other condition resulting in sterilization and are seeking family planning, with a family income less than 185% of the most recent Federal Poverty Level (FPL) as seen below.

2. A Texas resident (not necessarily a citizen)

3. Otherwise uninsured for the same service provided

4. Not eligible for Medicaid or CHIP.

Pregnant women, and other potentially fertile women age 45 and over, who would otherwise meet Title V eligibility requirements shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hays.

Location: Multiple clinic locations identified through DSHS website at: http://www.dshs.state.tx.us/mch/fee/locator_prenatal/locator.shtm.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

At least 30% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.

Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT:
Emergency Procurement posted on the Electronic State Business Daily on June 18, 2009, ESBD # CHS/PRENATAL-0348.1

SECTION IV. RENEWALS: None

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005); and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.
MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 shall be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Prenatal Services.

Total payments will not exceed $15,619.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall submit reports as deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay (cost sharing) from clients who receive services under this Program Attachment. A co-pay (cost sharing) shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the amount DSHS pays Contractor for the provision of a given service. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the patient before submitting DSHS Program claims for allowable costs.

Pharmacy: In order to dispense and/or provide prescription medications, e.g., birth control pills, antibiotics, etc., on site, the Contractor shall have, at a minimum, a Class D

pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If

utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, is revised to include:

DSHS shall include in any financial audits of state funds received by Contractor under this Program Attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 69, General Appropriations Act, 82nd Legislature.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or

under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s), any change in clinic pharmacy license, or method(s) of dispensing prescription medications.

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 the May 2009 Treasurer's Report and Investment Report

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

PREFERRED MEETING DATE REQUESTED: 7/7/09

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Liz Sumter, County Judge

SUMMARY:

Approve the May 2009 Treasurer's Report and Investment Report

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MAY 2009

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	$ 72,170.21	$ 97.75	$ 1,653,479.52	$ 2,826,000.00	$ 4,499,687.95	$ -	$ 52,059.53	$ 28,369,043.77	$ 28,421,103.30
Road and Bridge General	$ 33,758.03	$ 15.27	$ 109,740.48	$ 695,054.93	$ 838,552.44	$ -	$ 16.27	$ 7,845,221.65	$ 7,845,237.92
Medical and Dental Fund	$ 5.00	$ 1.54	$ 546,771.30	$ -	$ 546,321.31	$ -	$ 456.53	$ 53,277.08	$ 53,733.61
Sheriff's Drug Forfeiture	$ 5,285.85	$ -	$ 1,532.07	$ -	$ 2,082.00	$ -	$ 4,735.92	$ 53,222.02	$ 57,957.94
District Attorney Drug Forfeiture	$ 1,830.13	$ -	$ 199.86	$ -	$ -	$ -	$ 2,029.99	$ 3,110.69	$ 5,140.68
Health Services Grants	$ 366.41	$ 3.57	$ 55,200.60	$ -	$ 54,105.16	$ -	$ 1,465.42	$ 39.31	$ 1,504.73
Family Health Services	$ 1,360.16	$ 0.70	$ 56,981.93	$ -	$ 57,306.00	$ -	$ 1,036.79	$ 20.07	$ 1,056.86
Juvenile Detention Center	$ 44,464.97	$ 44.42	$ 508,540.75	$ 22,055.55	$ 566,418.47	$ -	$ 8,687.22	$ 514,023.21	$ 522,710.43
Tobacco Settlement Fund	$ 170,418.50	$ -	$ -	$ -	$ -	$ -	$ 170,418.50	$ 429,247.26	$ 599,665.76
Historical Commission Trust Fund	$ 191.00	$ -	$ 120.00	$ -	$ -	$ -	$ 311.00	$ 20,302.15	$ 20,613.15
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	$ 0.01	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ -	$ 0.01
Certificates of Obligation 2005	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 6,592.95	$ 6,593.95
Road Construction Bond 2006	$ 8,494.15	$ -	$ -	$ 255,462.34	$ 263,955.49	$ -	$ 1.00	$ 3,841,212.96	$ 3,841,213.96
Parks Bond 2007	$ 1.00	$ -	$ -	$ 43,186.76	$ 43,186.76	$ -	$ 1.00	$ 4,732,250.12	$ 4,732,251.12
Parks Bond 2008	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,519,208.54	$ 7,519,208.54
TCDP Disaster Relief Blanco	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCRA Service Fee Fund	$ 1.00	$ -	$ 15,373.22	$ 35,201.97	$ 50,000.00	$ -	$ 576.19	$ 406,221.66	$ 406,797.85
Cedar Oaks Mesa	$ 15,000.00	$ -		$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	$ 87,123.10	$ 19.86	$ 29,000.00	$ -	$ -	$ -	$ 116,142.96	$ 7,571,295.02	$ 7,687,437.98
GRAND TOTALS:	$ 440,470.52	$ 183.11	$ 2,976,939.73	$ 3,876,961.55	$ 6,921,615.58	$ -	$ 372,939.33	$ 61,364,288.46	$ 61,737,227.79

Transfers Outstanding:

Hays County Treasurer's Investment Report

For May 2009

AMERICAN NATIONAL BANK CHECKING

Description	4/30/09 Balance	Interest	Deposits	Debits	5/31/09 Balance
All Funds (see Page 1)	$ 440,470.52	183.11	6,853,901.28	6,921,615.58	372,939.33

TEXPOOL 0.4326% 1.000590

Description	4/30/09 Balance	Interest	Deposits	Debits	5/31/09 Balance
General	$ 14,386,972.27	5,083.24	377,942.21	2,826,000.00	11,943,997.72
Road and Bridge General	$ 6,709,373.32	2,386.34	83,206.21	695,054.93	6,099,910.94
Medical and Dental Fund	$ 51,874.97	19.08	-	-	51,894.05
Sheriff's Drug Forfeiture	$ 53,202.46	19.56	-	-	53,222.02
D.A. Drug Forfeiture	$ 3,047.34	1.14	-		3,048.48
Health Services Grants	$ 2.91	-	-	-	2.91
Juvenile Center	$ 535,889.11	189.65	-	22,055.55	514,023.21
Tobacco Settlement Fund	$ 429,089.60	157.66	-	-	429,247.26
Historical Commission Trust	$ 13,111.51	4.81	-	-	13,116.32
Certificates of Obligation '05	$ 6,590.51	2.44	-	-	6,592.95
Road Construction 2006	$ 4,095,187.47	1,487.83	-	255,462.34	3,841,212.96
Parks Bond 2007	$ 4,773,690.01	1,746.87	-	43,186.76	4,732,250.12
Parks Bond 2008	$ 7,516,446.82	2,761.72	-	-	7,519,208.54
LCRA Service Fee Fund	$ 441,268.68	154.95	-	35,201.97	406,221.66
Hays County I & S	$ 5,322,972.22	1,967.74	71,396.73	-	5,396,336.69
All Funds	44,338,719.20	15,983.03	532,545.15	3,876,961.55	- 41,010,285.83

ICT Funds Management 0.2100%

Description	4/30/09 Balance	Interest	Deposits	Debits	5/31/09 Balance
General	$ 11,237,989.31	2,837.22	-	-	11,240,826.53

CLASS - MBIA 0.4800% NAV 1.00

Description	4/30/09 Balance	Interest	Deposits	Debits	5/31/09 Balance
General	$ 3,730,220.18	1,517.80	-	-	3,731,737.98

LOGIC	0.5954%	1.00064				
Description	**4/30/09 Balance**	**Interest**	**Deposits**	**Debits**	**5/31/09 Balance**	
General	$ 497,084.82	251.34	-	-		497,336.16
Road and Bridge General	$ 1,744,428.66	882.05	-	-		1,745,310.71
Medical and Dental Fund	$ 1,382.33	0.70	-	-		1,383.03
D.A. Drug Forfeiture	$ 62.18	0.03	-	-		62.21
Health Services Grants	$ 36.38	0.02	-	-		36.40
Family Health Services	$ 20.06	0.01	-	-		20.07
Historical Commission Trust	$ 7,182.20	3.63	-	-		7,185.83
Hays County I & S	$ 1,924,070.76	972.88	-	-		1,925,043.64
All Funds	4,174,267.39	2,110.66	-	-	-	4,176,378.05

TREASURY BILLS AND NOTES

			Balances 4/30/09			*Transactions*		*Balances 5/31/09*		
Description	**Price**	**Yeild/ Maturity**	**Par Value**	**Book Value**	**Market Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**	**Market Value**
912795M24	**99.9242**	**.304% 05/28/09**	**100,000.00**	**99,924.17**	**99,996.87**		**100,000.00**			
		General	100,000.00	99,924.17	99,996.87		100,000.00			
912795Q79	**99.9292**	**.0284% 06/04/09**	**200,000.00**	**199,858.44**	**199,990.41**			**200,000.00**	**199,858.44**	**199,997.33**
		General	200,000.00	199,858.44	199,990.41			200,000.00	199,858.44	199,997.33
912795N31	**99.9659**	**.135% 7/23/09**	**250,000.00**	**249,914.69**	**249,930.98**			**250,000.00**	**249,914.69**	**249,961.36**
		Hays County I & S	250,000.00	249,914.69	249,930.98			250,000.00	249,914.69	249,961.36
912795Q95	**99.9659**	**.137% 7/30/09**	**500,000.00**	**499,829.38**	**499,816.74**			**500,000.00**	**499,829.38**	**499,908.34**
		General	500,000.00	499,829.38	499,816.74			500,000.00	499,829.38	499,908.34
912795S28	**99.9558**	**.178% 08/27/09**				**100,000.00**		**100,000.00**	**99,955.76**	**99,969.44**
		General				100,000.00		100,000.00	99,955.76	99,969.44
TOTAL			1,050,000.00	1,049,526.68	1,049,735.00	100,000.00	100,000.00	1,050,000.00	1,049,558.27	1,049,836.47

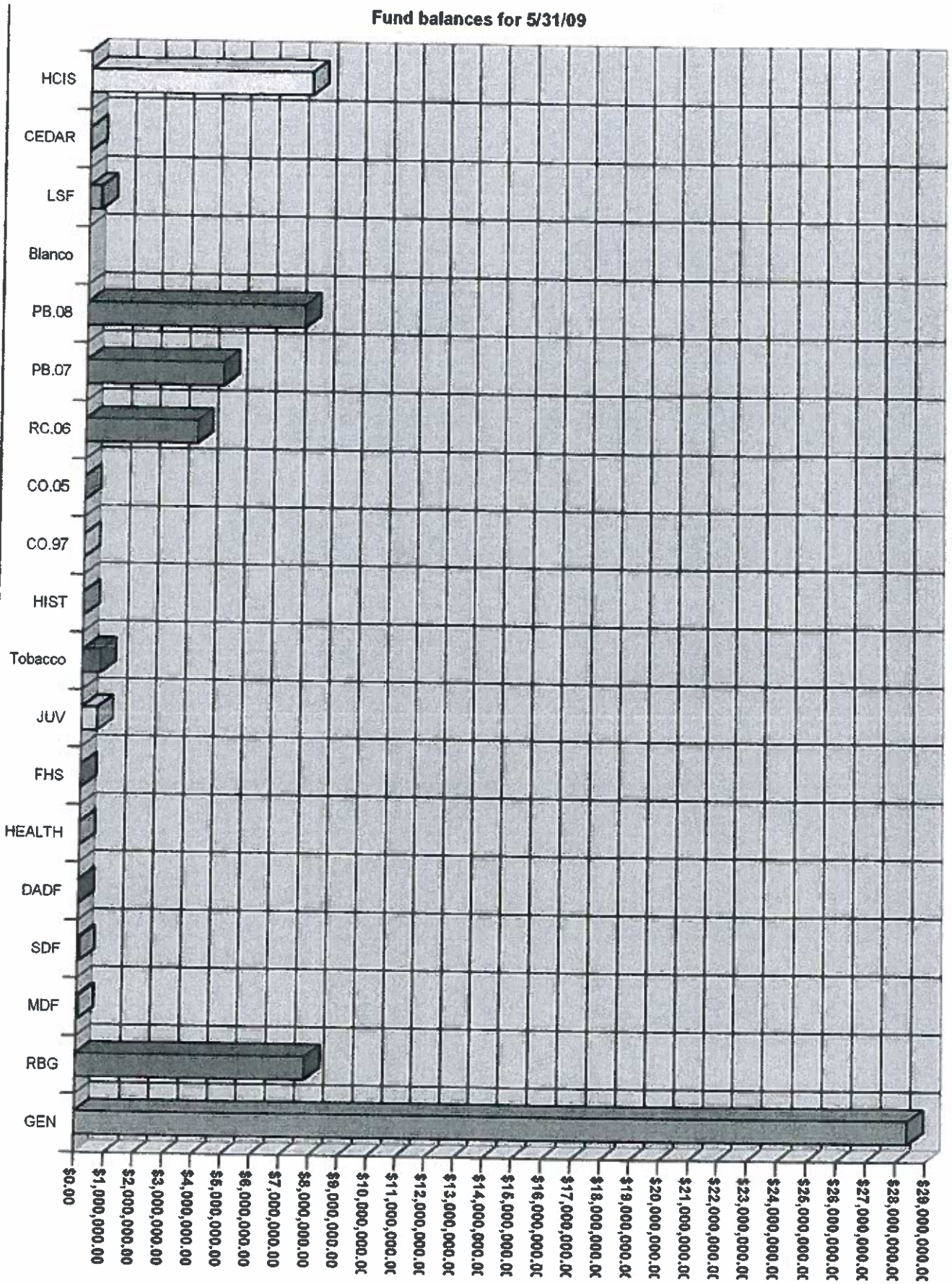
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

			Balances 4/30/09			*Transactions*		*Balances 5/31/09*		
Description	**Fund**	**Yeild/ Maturity**	**Par Value**	**Book Value**	**Market Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**	**Market Value**
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27
Security State Bank	General	3.06% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	31,206.58	31,206.58	31,206.58			31,206.58	31,206.58	31,206.58
Franklin Bank	General	1.91% 10/19/11	7,929.71	7,929.71	7,929.71			7,929.71	7,929.71	7,929.71
TOTAL			155,501.80	155,501.80	155,501.80	-	-	155,501.80	155,501.80	155,501.80

TOTAL Fund Balances	65,126,695.08	61,737,227.79

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .125%


Fund balances for 5/31/09
HCIS
CEDAR
LSF
Blanco
PB.08
PB.07
RC.06
CO.05
CO.97
HIST
Tobacco
JUV
FHS
HEALTH
DADF
SDF
MDF
RBG
GEN
$0.00
$1,000,000.00
$2,000,000.00
$3,000,000.00
$4,000,000.00
$5,000,000.00
$6,000,000.00
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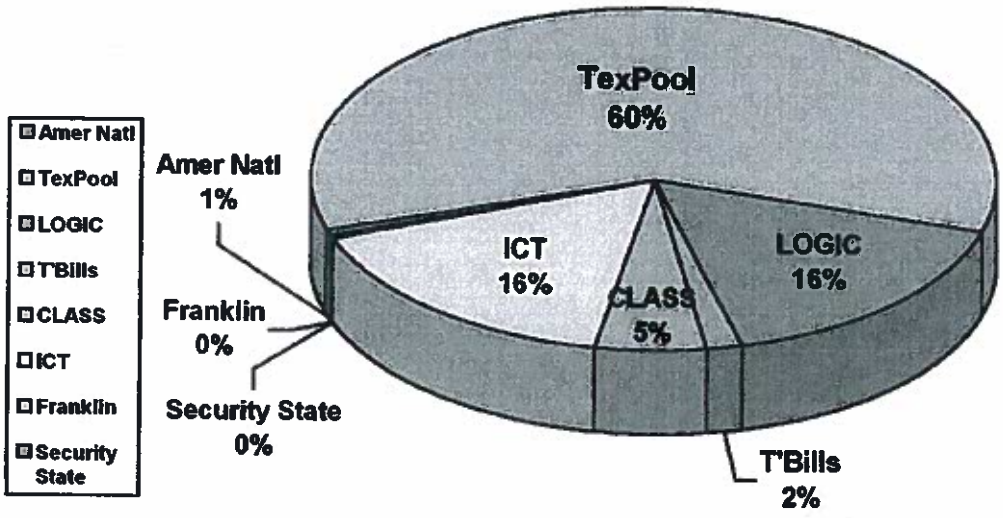
$28,000,000.00
$29,000,000.00

INVESTMENT ALLOCATION TOTALS
MAY 2009



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

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 purchase of a Powerheart AED G3 Automatic for the Pct. 4 office.

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: $1,495

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-442-5353

REQUESTED BY: Ford

SUMMARY: See attached purchase agreement. To be paid out of Commissioner Ford's Special Projects line item.

CARDIAC science

Purchase Agreement

Territory Mgr: BARBARA WILEY

Date: July 3, 2009

CUSTOMER BILLING INFORMATION

Customer: HAYS COUNTY
Address 1: 111 EAST SAN ANTONIO ST, STE 201
Address 2:
City: SAN MARCOS
State: TX Zip: 78666
County: HAYS
Invoice to: ◉ Corporate Billing Address ○ Individual Locations (provide details)
Payment Term: Payment due upon receipt Specify Payment Terms here, if other
Payment: Check
Class ID: End User Segment: Corporate Offices
Pricing Code: (if PAD/Contract): Affiliation:

Contact Name: ABEL VELASQUEZ
Title: SAFETY SPECIALIST
Phone: 512 393-2223
Fax: 393-2227
E-mail: ABEL.VELASQUEZ@CO.HAYS.TX.US
Tax exemption #
P.O. #: REQUIRED
Lead: Call In/ Current Customer- M

CUSTOMER SHIPPING INFORMATION

Customer: HAYS COUNTY
Address 1: AS ABOVE
Address 2:
City:
State: Zip:
County:
F.O.B.: Factory

Contact Name: AS ABOVE
Title:
Phone: 512 393-2223
Fax: 393-2227
E-mail:
Shipping Method: FedEx - Ground
Freight Collect Account:

EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

AED Devices:	Item	List	Qty	Price/each	Subtotal
Powerheart AED G3 Automatic	9300A-501	$ 2,495.00	1	$ 1,495.00	$ 1,495.00
AED Devices		$ -			$ -

AED Accessories / Upgrade Options:	Item	List	Qty	Price/each	Subtotal
Adult Defibrillation Pads - two-year shelf life	9131-001	$ 49.95	1	$ 0.00	$ 0.00
Carrying case for 9300 series AED G3	168-6000-001	$ 110.00	1	$ 0.00	$ 0.00
AED Ready Kit: includes gloves, razor, scissors, towel, gauze, antiseptic wipes, CPR mask. Caribiner attachment.	5550-005	$ 59.95	1	$ 0.00	$ 0.00
Traditional Surface-Mount Wall Cabinet with Alarm & Strobe	180-2021-001	$ 349.00	1	$ 0.00	$ 0.00
3-D Wall Mount Sign identifying location of AED	168-6002-001	$ 35.00	1	$ 0.00	$ 0.00
AED Accessories		$ -			$ -
Upgrade Options		$ -		$ -	$ -

Program Management:

Champion Name: Phone: 512 393-2223 Email:

	Item	List	Qty	Price/each	Subtotal
Program Management (full packages)		$ -		$ -	$ -
Program Management (components/add-ons)		$ -		$ -	$ -
Program Management (components/add-ons)		$ -		$ -	$ -
Program Management (components/add-ons)		$ -		$ -	$ -
Service Options		$ -		$ -	$ -
Service Options		$ -		$ -	$ -
Program Management Options (manager only)		$ -		$ -	$ -

Miscellaneous Items (enter as needed):					
Miscellaneous Items	XXXX-XX			$ -	$ -
Miscellaneous Items	XXXX-XX			$ -	$ -

Order Subtotal (excluding tax and shipping):	$ 1,495.00
Sales Tax:	tbd
Shipping:	tbd
Grand Total:	$ 1,495.00

HAYS COUNTY DISCOUNT PRICING. PLEASE DO NOT SUBSTITUTE WALL CABINET. Each AED Package includes: Powerheart AED, carry case, ready kit, spare adult pads alarmed wall cabinet with strobe and 3D sign. Each AED includes: (1) defibrillator, (1) Intellisense battery,(1) pr defibrillation pads and (1) Quick Start Tool Kit includes: Quick Start Guide, CDROM with AED Manual, Orientation Video, post event RescueLink software, protocol option MD Link software and serial communication cable. 4 YEAR FULL REPLACEMENT BATTERY WARRANTY, 7-YEAR AED WARRANTY.

Please send **purchase orders** and **correspondence** to:
Cardiac Science Corporation
3303 Monte Villa Parkway
Bothell, WA 98021
Tel: +1.800.991.5465

Fax To: 425 .402.2001

Form Updated 4/9/2009

Please send **payment** to:
Cardiac Science Corporation
Dept. 0587
PO Box 120587
Dallas, TX 75312-0587

CARDIAC science

TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

1. Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

5. License. Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

6. Indemnification. Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, or leases an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures, (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel, or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period the AEDs are covered by CSC's Limited Warranty shipped with the AEDs.

Customer Responsibilities
Indemnification is contingent upon the following:
- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

Defense of Claims
CSC will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

7. Buyer will defend, indemnify and hold harmless Cardiac Science, its employees, directors, officers and shareholders from any and all Claims arising out of or in connection with (i) the negligence or willful misconduct of Buyer in relation to any goods or services provided by Cardiac Science or (ii) Buyer's breach of the terms and conditions of this Agreement.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

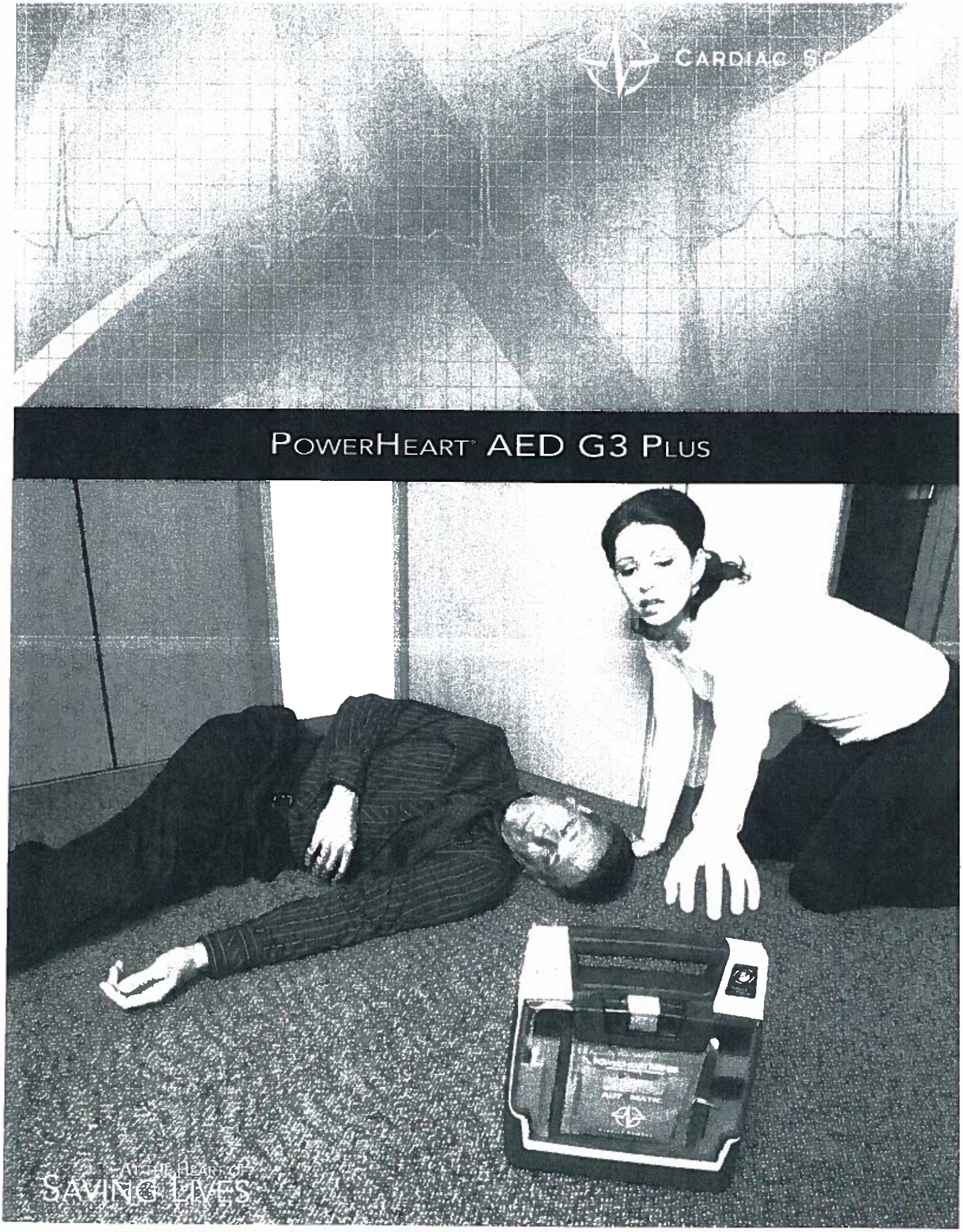
BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS. AEDs are intended for use by or on order of a physician or persons licensed by state law.

I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS.

Authorized Signature:	*Print Name:*	*Title*	*Date:*

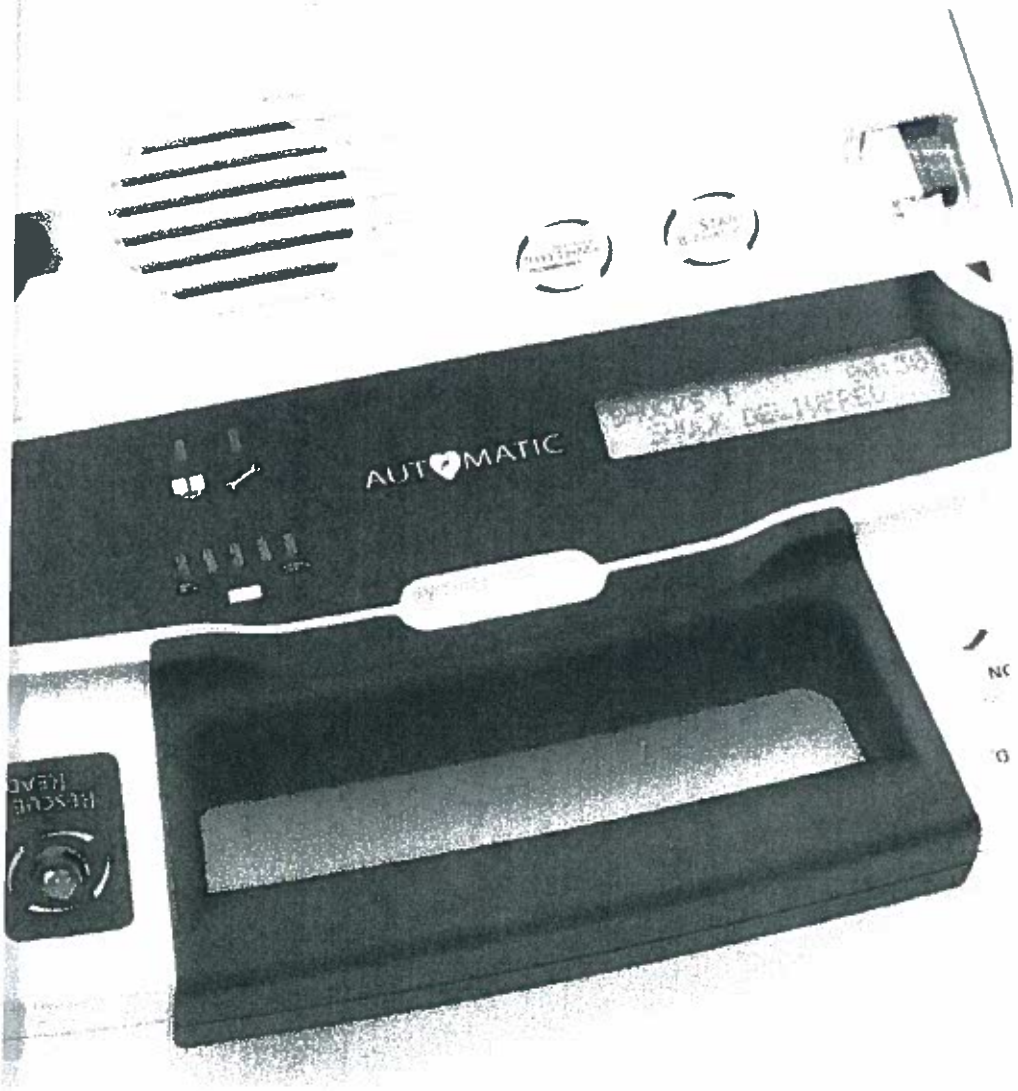
Cardiac Science Corporation
3303 Monte Villa Parkway
Bothell, WA 98021

Tel: 1-800-991-5465
Fax: 1-425-402-2001
www.cardiacscience.com
Nasdaq: CSCX


CARDIAC SC
POWERHEART AED G3 PLUS
AT THE HEART OF
SAVING LIVES

When a sudden cardiac arrest (SCA) strikes, the first few minutes are critical to survival. In the chaos and confusion surrounding the event, it can be challenging for the average rescuer, with only minimal training in CPR and AED use, to remember and follow the correct procedures. It's during these critical minutes that the Powerheart AED G3 Plus becomes priceless.

A person is down and the clock is ticking. Fortunately, you've got the G3 Plus featuring our exclusive Rescue Coach™ intuitive voice prompts to put you in control from the moment you open the case. The clear yet extensive prompts take you step-by-step through the rescue process, removing any guesswork. Prompts are spoken in a bold, authoritative voice to help you stay calm and focused in a potentially loud rescue environment and are also displayed on a text screen for users who may be hearing impaired. The built-in metronome then guides you in performing CPR compressions and rescue breaths at the proper pace.



Rescue Coach voice prompts put you in control.

Extensive prompts coach you through AED use...

- *Stay calm. Follow these voice instructions.*
- *Make sure 911 is called now.*
- *Begin by exposing patient's bare chest and torso. Remove or cut clothing if needed.*
- *When patient's chest and torso are exposed, remove square foil package from lid of AED.*
- *Tear open foil package across dotted line and remove pads.*
- *Next, separate one of the white pads completely from blue plastic liner. Begin peeling from the tabbed corner.*
- *Firmly place the pad without the liner on the patient exactly as illustrated. This pad can be placed on either of the two locations shown.*
- *Next, peel the blue plastic liner off of the second white pad.*
- *Firmly place the second pad on the opposite location exactly as illustrated.*
- *Do not touch patient, analyzing heart rhythm. Please wait.*
- *Preparing shock. Move away from the patient.*
- *Shock will be delivered in 3, 2, 1 – shock delivered.*
- *It is now safe to touch the patient.*

... And through CPR

- *When instructed, give patient 30 rapid compressions, then give two breaths.*
- *Place heel of one hand on center of chest between nipples.*
- *Place heel of other hand directly on top of first hand.*
- *Lean over patient with elbows straight.*
- *Press the patient's chest down rapidly – 1/3rd depth of chest – then release.*
- *Start CPR*

Rely on the life-saving features of the G3 Plus:

- AHA/ERC 2005 Guidelines consistent
- Extensive Rescue Coach™ intuitive voice prompts
- Metronome for proper CPR compression and rescue breath pacing
- Fully automatic operation – delivers life saving therapy without pushing a shock button
- Patented Rescue Ready® daily automated self-testing of all critical components: battery, pads and electronic systems
- Incorporates the same full, escalating STAR biphasic waveform defibrillation technology and analysis software as our professional responder devices
- 7-year AED warranty
- 4-year full replacement battery warranty

To learn more about the Powerheart AED G3 Plus and our full line of AED devices, visit us at www.cardiacscience.com or call us at 1-800-991-5465.

Automated care for patients means more confidence for you.

The G3 Plus is available with fully automatic operation, so you don't have to push a shock button to initiate life-saving therapy on adults or children. When it's time to administer CPR, this new device guides you through steps of CPR, including a metronome for proper timing of chest compressions and rescue breaths. Together they help ensure the patient receives the proper care at the proper time, helping to minimize your own stress as you take charge of the event.

Built to save lives. Built to last.

Hopefully you will never need to use your Powerheart AED G3 Plus. But if you do, rest assured it will be ready when you need it. Our patented Rescue Ready technology tests all critical components such as battery, pads and electronic systems daily, weekly and monthly to make sure they are working properly. Cardiac Science sets the standard in AED reliability and is backed by it's industry leading seven-year device and four-year battery warranties.

POWERHEART®

SPECIFICATIONS

DEFIBRILLATOR

Operation	9390A Automatic – *Also available in semi-automatic mode. Please consult with your sales representative.*
Waveform	Biphasic truncated exponential
Energy (J) range available	Escalating Variable Energy (VE) 150J to 360J
Protocols	5 energy protocols available
Factory default (Nominal)	200VE, 300VE, 300VE
Voice prompts	Rescue Coach™ voice instructions guide user confidently through rescue process
CPR Cadence	Metronome sound for compression frequency
Text screen	Displays written instructions to guide user through rescue process
Visible indicators	RescueReady Status Indicator, SmartGauge Battery Status Indicator, Service Indicator, Pad Indicator, Text Display
Audible alerts	Voice Prompt, System Alert
Synchronized shock	Built in automatic synchronization feature
Pacemaker pulse detection	Yes
Programmable	Yes, via MDLink®
Pediatric capability	Yes

PADS

Minimum combined surface area	228cm²
Extended length of lead wire	1.3m
Supplied	Self-checking, pre-connected to the AED
Type	Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads
Shelf life	2 years

BATTERY

Type	IntelliSense® lithium battery
Warranty	4 year, full operational replacement

AUTOMATIC SELF-TESTS

Daily	Battery, pads (presence and function), internal electronics, no energy charge, SHOCK/CONTINUE button, and software
Weekly	Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software
Monthly	Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software

EVENT DOCUMENTATION

Type	Internal memory
Internal memory	60 minutes ECG data with event annotation, multiple rescue functionality
ECG Playback	Viewable via RescueLink® software via PC
Communications	Serial port or USB (via adapter) for PC with Windows
Clock synchronization	Rescue event time stamp of event data

PHYSICAL DIMENSIONS

Height	8 cm (3.3 in)
Width	27 cm (10.6 in)
Depth	31 cm (12.4 in)
Weight	3.10 kg (6.6 lb)

MODEL NUMBERS

9390A-501 Powerheart AED G3 Plus Automatic with 2005 AHA/ERC Guidelines Protocols

9390E-501 Powerheart AED G3 Plus Semi-Automatic with 2005 AHA/ERC Guidelines Protocols

Each AED package includes (1) defibrillator, (1) IntelliSense battery (9146), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit which includes CD-Rom with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable.

For more information contact Cardiac Science at:

Corporate Headquarters
3303 Monte Villa Parkway
Bothell, WA 98021 USA
Phone: +1.425.402.2000
Toll Free US: +1.800.426.0337

Manufacturing Operations
500 Burdick Parkway
Deerfield, WI 53531 USA
Phone: +1.608.764.1919
Toll Free: +1.800.777.1777

US/Canada
Customer Service/Order Entry
Phone: +1.425.402.2690
Toll Free: +1.800.991.5465
Fax: +1.425.402.2010
Email: customerservice@cardiacscience.com

US/Canada
Technical Support
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Toll Free: +1.800.991.5465
Fax: +1.425.402.2022
Email: techsupport@cardiacscience.com

International Operations
Cardiac Science International A/S
Kirke Vaerloesevej 14
DK-3500 Vaerlose
Denmark
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Fax: +45.4438.0501

United Kingdom Operations
Cardiac Science Holdings Ltd.
The Manse
39 Northenden Road, Sale
Manchester, M33 2DH
United Kingdom
Phone: +44.161.926.0000
Fax: +44.161.926.0002

International Customer Service/ Tech Support
Contact Local Representative

Authorized EU Representative
MDSS GmbH
Schiffgraben 41
D-30175 Hannover
Germany
Tel: +49 511 62 62 86 30
Fax: +49 511 62 62 86 33

Nasdaq: CSCX

www.cardiacscience.com

CARDIAC SCIENCE

CE 0086

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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: Hold a public hearing to establish traffic regulations on Buttercup Lane, CR 286.

CIRCLE ONE ACTION ITEM **Subdivision** **Road** **Staff Recommendation**

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcherding

SPONSORED BY: Commissioner Conley

SUMMARY:

To establish: a speed limit of 25 MPH.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements release of the construction bond and acceptance of maintenance bond for Big Sky subdivision.

CIRCLE ONE ACTION ITEM Subdivision **Road** Staff Recommendation

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcherding

SPONSORED BY: Commissioner Conley

SUMMARY: Staff recommends acceptance of construction of roads and drainage improvements within the platted ROW, release of the Construction Bond and acceptance of Maintenance Bond. Road segments include: Blue Sky Lane (3,320 ft.), Moondance Trail (700 ft.) and Starlight Trail (1,030 ft.).
The orginal plat called for private roads in this development. The developer has requested that the roads be accepted as public roads with county maintenance. Staff recommends that the roads and drainage improvements be accepted for County maintenance contingent on being acceptable after the maintenance period is concluded.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

OFFICE OF THE COUNTY ENGINEER
Jerry Borcherding, P.E.
P. O. Box 906 San Marcos, Texas 78667
(512) 393-7385 Fax (512) 393-7393

6/24/09

Honorable Liz Sumter
111 E. San Antonio Street
San Marcos, Texas 78666

Subject: Big Sky Ranch

Dear Commissioners and Judge:

Randy Myers is requesting that Hays County release the construction bond of $390,184.05. Big Sky Ranch is a private subdivision and is seeking inclusion in the county maintenance system. Kelly Kilber, P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

Jerry Borcherding, P.E.
Road Engineer Superintendent
Hays County Road & Bridge Department

RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT
P.O. BOX 906
San Marcos, TX 78667
http://co.hays.tx.us
512/393-7385 EXT 29
CELL:512/738-2555
FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	Big Sky Ranch	DATE:	5/15/2009
OWNER:	Randy Myers	WEATHER:	overcast
CONTRACTOR:	Myers construction	TIME:	7:45a
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION

1. Water standing in right-of-way of Mt. Sharp
2. Failed Asphalt issued to be resolved
3. All environmental punchlist items to be cleared with Betty Lambright
4. Kill vegetation growing through chipseal
5. dress eroded spots in right-of-way

Todd Spencer, Construction Inspector

5/15/2009
Date

SureTec Insurance Company

MAINTENANCE BOND

Bond No. 5043520

KNOW ALL MEN BY THESE PRESENTS, that we Myers Concrete Construction, LP as Principal, and SureTec Insurance Company, as Surety, are held and firmly bound unto Hays County, TX as Obligee, in the penal sum of Thirty Nine Thousand Eighteen Dollars and Forty Cents ($ 39,018.40) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Hays County, TX dated _____ for Big Sky Ranch Subdivision, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) year (s) after substantial completion of the work performed under the Contract against defects in workmanship and materials in the Work which would have been the responsibility under the Contract for which written notice is made to Surety during said period.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the Work which may become apparent and with respect to which notice is delivered to Surety in writing during the period of two (2) year (s) from and after date of substantial completion of the work, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 24th day of February, 2009.

Myers Concrete Construction, LP

Principal

By: _____

By: _____

Joanne Golden, Attorney-In-Fact

POA #: 5043520

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Joanne Golden

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP
Obligee: Hays County, TX
Amount: $ 39,016.40

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of April, A.D. 2007.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 1st day of April, A.D. 2007 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

RHONDA MCCARY
Notary Public, State of Texas
My Commission Expires
September 11, 2010

Rhonda McCary
Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of February, 2009, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, TX 78759
512-732-0099

CHANGE RIDER

To be attached to and form a part of:

Bond Number: 5043520
Principal: Myers Concrete Construction, LP
Obligee: Hays County, TX

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

At the expiration of the original two year maintenance bond, the penal sum of the bond will decrease to $1,300.00, and will cover the 153 tons of asphalt at the entrance only. This will be in effect for a period of one year, from Feb. 23, 2011, to Feb. 22, 2012.

Effective date of rider: February 23, 2011.

All other terms and conditions shall remain the same.

Signed and sealed this 6th day of July, 2009.

SureTec Insurance Company
Surety

By: Joanne Golden
Joanne Golden, Attorney-in-fact

POA #: 5043520

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Joanne Golden

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP
Obligee: Hays County, TX
Amount: $1,300.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

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RHONDA MCCARY
Notary Public, State of Texas
My Commission Expires
September 11, 2010

Rhonda McCary
Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of July, 2009, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

FILE COPY

April 27, 2009

Resource, Transportation, and Planning Department
Hays County Engineer's Office
P.O. Box 906
San Marcos, Tx 78667

Attn: Jerry Borcherding, P.E.

Re: Big Sky Ranch Subdivision
Hays County, Texas

Dear Sir:

Mr. Randy Myers of Myers Construction, Owner, and Contractor for the road and drainage improvements constructed in the above referenced project, has informed me that all items of construction listed on the Inspection Reports dated February 24, 2009 and April 2, 2009, as issued by Todd Spencer and Betty Lambert, as well as those items cited in our last inspection on April 16, have been completed. Enclosed herewith, please find the following:

1. As Built Plans for Road and Drainage Improvements.
2. Original Maintenance Bond.
3. Original Revegetation Bond.
4. Detailed Proposal from Central Texas Environmental Services to provide revegetation services, if required.
5. Warranty extension letter for hot mix asphalt paving.

This letter shall also serve as my concurrence letter that this construction has been completed in general conformance with the plans and specifications for this project.

Please be advised that there is also a request pending with the Subdivision Coordinator for the roads within this project to become publicly maintained county roads, not private roads as specified by the plat. A copy of the request is attached. Please contact, Clint Garza when you are ready to place this item on the Commissioners Court Agenda, so that the public road request can be acted on concurrently with the road acceptance.

If you have any questions or require additional information please call.

Respectfully,
PRO-TECH ENGINEERING GROUP, INC.

Kelly Kilber, P.E., R.P.L.S.
President

KK/cl

xc: Randy Myers

EO# 14875
Hays Co. Rd. Dept. - Jerry Borcherding 042709.doc

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:

08-04-69 Hold Public Hearing on the replat of Lots 12 and 13, Bear Creek Estates. Discussion and possible action to consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 14, 2009.

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

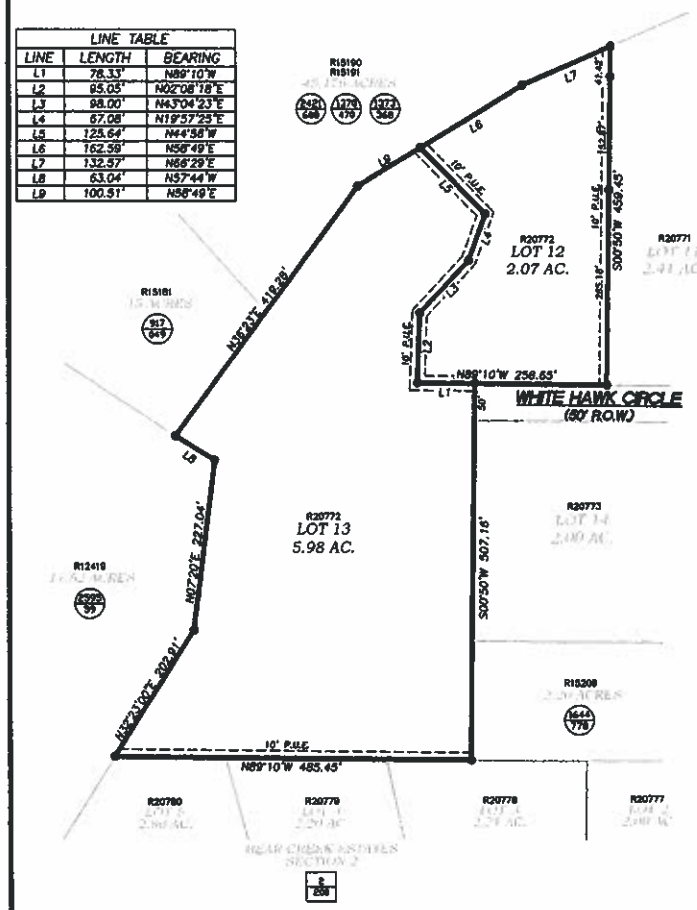
Bear Creek Estates is a 16 lot subdivision located off of 1826 in precinct 4. Currently lots 12 and 13 are 2.07 and 5.98 acres in size. The proposed division will create 3 new lots, 12A (1.708 acres), Lot 13A (3.194 acres), and 13B (3.160 acres). Lots 12A and 13A will have direct frontage onto White Hawk Circle and 13B will be accessed by a shared access driveway. Water Service is to be provided by LCRA (surface source) and wastewater will be provided by individual on site sewage facilities. Each lot is to be served by private wells and individual OSSF's. This is an increase in density and requires a public hearing under the Texas Local Government Code. There are no variances and the subdivision is in Dripping Springs ETJ. Preliminary Plan was approved 6-19-2009.

REPLAT OF LOTS 12 AND 13, BEAR CREEK ESTATES,

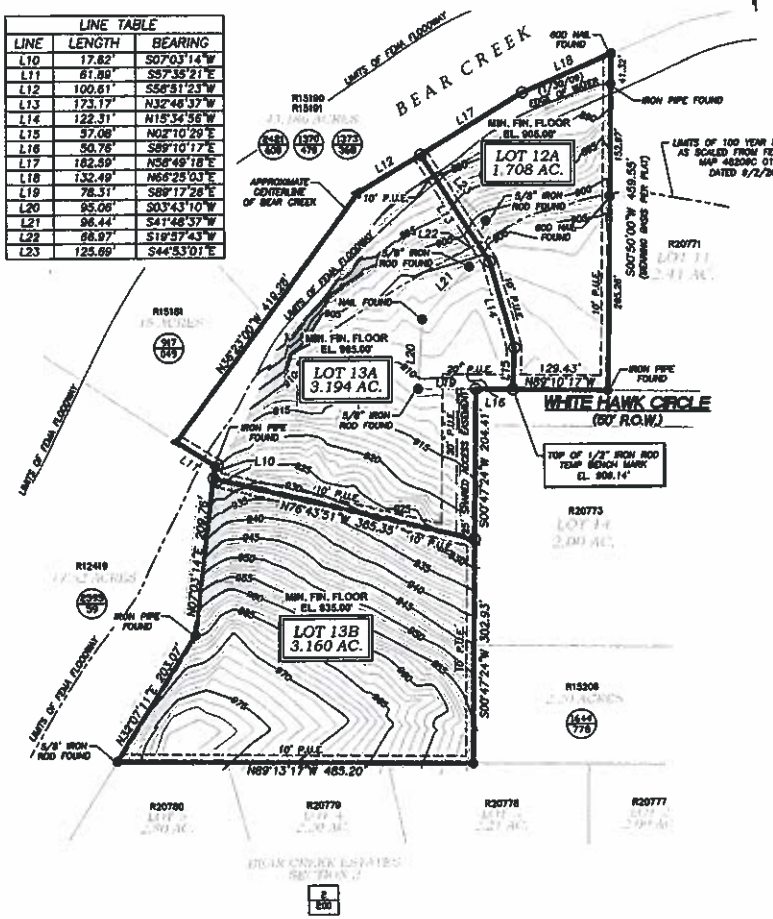
A SUBDIVISION IN HAYS COUNTY, TEXAS
VOLUME 2, PAGE 98, HAYS COUNTY PLAT RECORDS

LINE TABLE		
LINE	LENGTH	BEARING
L1	78.33'	N89°10'W
L2	95.05'	N02°08'18"E
L3	98.00'	N43°04'23"E
L4	67.08'	N19°57'25"E
L5	123.64'	N44°58'W
L6	162.59'	N56°49'E
L7	132.57'	N66°29'E
L8	63.04'	N57°44'W
L9	100.51'	N56°49'E

LINE TABLE		
LINE	LENGTH	BEARING
L10	17.82'	S07°03'14"W
L11	61.89'	S57°35'21"E
L12	100.61'	S56°51'23"W
L13	173.17'	N32°46'37"W
L14	122.31'	N15°34'56"W
L15	97.09'	N02°10'29"E
L16	50.76'	S89°10'17"E
L17	182.59'	N56°49'18"E
L18	132.49'	N66°25'03"E
L19	78.31'	S89°17'28"E
L20	95.06'	S03°43'10"W
L21	96.44'	S41°48'37"W
L22	68.97'	S19°57'43"W
L23	125.69'	S44°53'01"E



CURRENT PLAT CONFIGURATION
VOL. 2, PG. 98, H.C.P.R.



REPLAT CONFIGURATION

0 20 40 60 80 100 150 200 300
SCALE: 1"=100'

LEGEND
- ●—1/2" IRON ROD FOUND—UNLESS NOTED
- ◎—1/2" IRON ROD SET-"DRIFTWOOD SURVEYING"
- ◀—CALCULATED POINT
- ○—ANGLE POINT PER PLAT
- ---------- EASEMENT
- —— - —— SETBACK
- VOL./PG. HAYS COUNTY PLAT RECORDS
- VOL./PG. HAYS COUNTY DEED RECORDS
- Rxxxxx HAYS COUNTY PROPERTY IDENTIFICATION NUMBER

Driftwood Surveying
Professional Land Surveyors – Surveying the Hill Country
P.O. Box 370
Wimberley, TX 78676
PH. (512) 847-7322 FAX (512) 847-7372
PROJ NO. HC44008

SHEET 2 OF 2

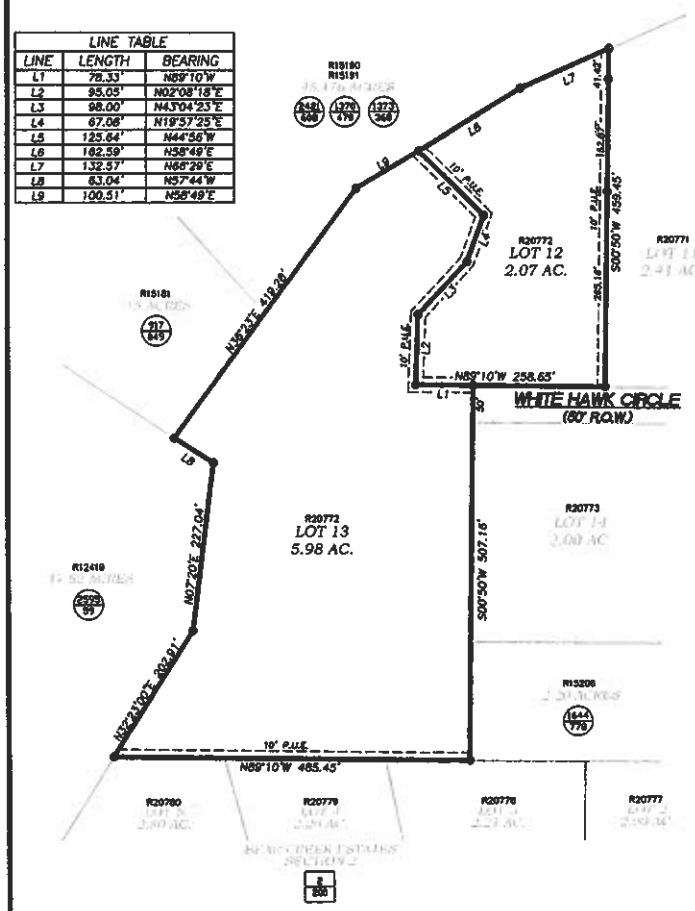
REPLAT OF LOTS 12 AND 13, BEAR CREEK ESTATES,

A SUBDIVISION IN HAYS COUNTY, TEXAS

VOLUME 2, PAGE 98, HAYS COUNTY PLAT RECORDS

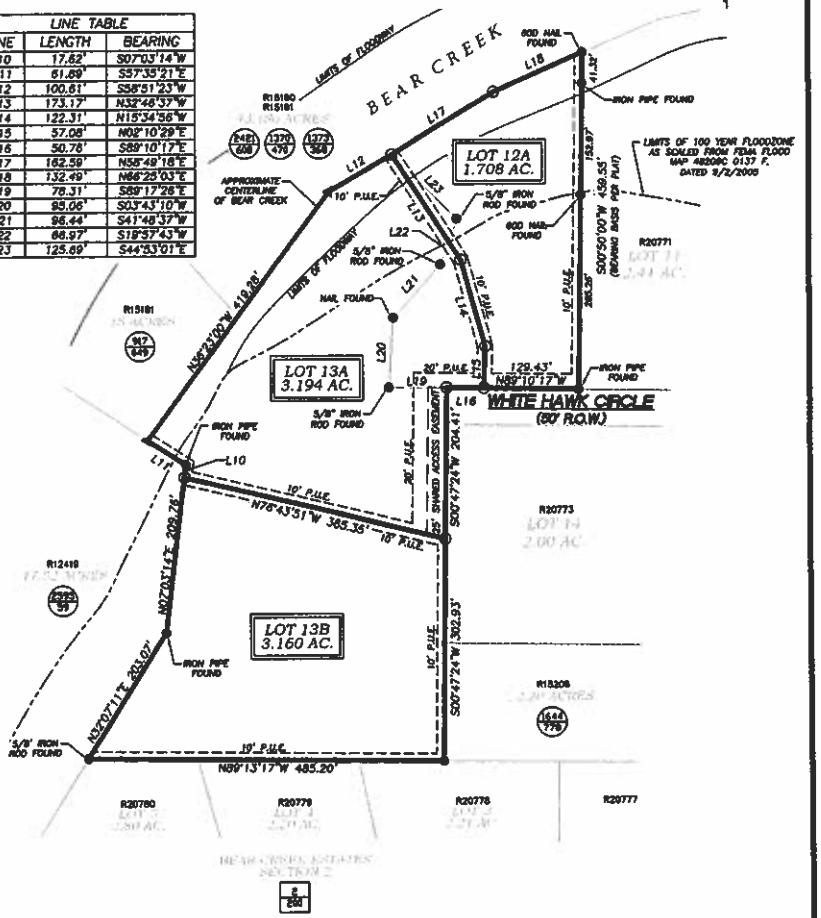
LINE TABLE		
LINE	LENGTH	BEARING
L1	78.33'	N89°10'W
L2	95.05'	N02°08'18"E
L3	98.00'	N43°04'23"E
L4	67.06'	N19°57'25"E
L5	125.64'	N44°56'W
L6	162.59'	N58°49'E
L7	132.57'	N66°29'E
L8	63.04'	N57°44'W
L9	100.51'	N58°49'E

LINE TABLE		
LINE	LENGTH	BEARING
L10	17.62'	S07°03'14"W
L11	51.89'	S57°35'21"E
L12	100.61'	S58°51'23"W
L13	173.17'	N32°48'57"W
L14	122.31'	N15°34'56"W
L15	57.08'	N02°10'29"E
L16	50.78'	S89°10'17"E
L17	162.59'	N58°49'16"E
L18	132.49'	N66°25'03"E
L19	78.31'	S89°17'26"E
L20	95.06'	S03°43'10"W
L21	96.44'	S41°48'37"W
L22	66.97'	S19°57'43"W
L23	125.69'	S44°53'01"E



CURRENT PLAT CONFIGURATION

VOL. 2, PG. 98, H.C.P.R.



REPLAT CONFIGURATION

0 20 40 60 80 100 150 200 300

SCALE: 1"=100'

LEGEND

- ●—1/2" IRON ROD FOUND—UNLESS NOTED
- ⊙—1/2" IRON ROD SET—"DRIFTWOOD SURVEYING"
- ◀—CALCULATED POINT
- ○—ANGLE POINT PER PLAT
- ---------- EASEMENT
- —— — —— SETBACK
- VOL. PG. HAYS COUNTY PLAT RECORDS
- VOL. PG. HAYS COUNTY DEED RECORDS
- R00000 HAYS COUNTY PROPERTY IDENTIFICATION NUMBER

Driftwood Surveying
Professional Land Surveyors - Surveying the Hill Country
P.O. Box 370
Wimberley, Tx 78676
PH. (512) 847-7222 FAX (512) 847-7372

PROJ NO. H044008

SHEET 2 OF 2

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 reduce the Fuel Line item across all departments.

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: There are revenue shortfalls in the current budget. Fuel costs have fallen considerably short of the budgeted amount in each department and need to be reduced to buffer the current and anticipated revenue shortfalls.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Authorize approval of contract with ClaytonLevyLittle for the RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize County Judge to execute same.

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

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: Grant

REQUESTED BY: Herzog/Maiorka/Johnson

SPONSORED BY: SUMTER

SUMMARY: The selection of ClaytonLevyLittle was approved in Commissioners Court on April 21, 2009 for the RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail. This agenda item is to approve the contract with ClaytonLevyLittle so that they may start the project.

Architects
ClaytonLevyLittle
1001 East 8th Street
Austin Texas 78702
512 477 1727

July 3, 2009

Kate Johnson, Chair
Hays County Historical Commission
4119 FM 150W
Kyle, Texas 78640

RE: "Old Hays County Jail"

Dear Kate:

We are pleased to provide you with the following two-part proposal for our services as Architect for the Restoration of the Old Hays County Jail. The Scope of Work is described as follows:

Part One: Structural Stabilization Plan for the Old Hays County Jail

I.	ANALYSIS & DOCUMENTATION OF EXISTING CONDITIONS a) Prepare drawings of existing conditions - Use electronic CAD files obtained from previous architect, Jeffrey Kester, AIA, to verify existing conditions and provide a working set of drawings to the Structural Engineer. b) Photographic documentation of existing conditions.	$ 2,800
II.	CONCEPTUAL DESIGN STUDY for adaptive reuse of Jail to become Jack C. Hays Museum; will include overall Site Plan, Floor Plans and perspective sketch of the exterior.	$ 2,800
III.	COORDINATION with Texas Historical Commission - provide required documentation, submittals and review necessary for a building with State Archeological Landmark designation.	$ 1,000
IV.	STRUCTURAL STABILIZATION DOCUMENTS WITH SPECIFICATIONS Prepared by Pat Sparks, Structural Engineer	$ 14,300
V.	BID NEGOTIATIONS- Assist Owner with selection of eligible contractors and procuring bids for the work.	$ 1,200
VI.	CONSTRUCTION OBSERVATION - Three on-site meetings with Contractor and Owner to review progress of construction.	$ 3,500
VII.	REIMBURSABLE EXPENSES (see below) Not To Exceed	$ 750
Total Proposed Fee for Part One: Structural Stabilization Plan		**$ 26,350**

The Part One Document will enable Hays County to procure competitive bids for the stabilization work and will also be a useful tool in fund-raising efforts for completion of Part Two.

-CONTINUED-

Part Two: Architectural Services for Restoration/Adaptive Reuse of the Old Hays County Jail:

I.	DESIGN DEVELOPMENT of the Conceptual Design Study for the adaptive reuse of the jail to become the Jack C. Hays Museum with the existing Shed to be re-purposed to serve as accessible Restrooms for the site. Design assumes reuse of existing Jail building only, with no expansion of footprint. Overall analysis of the site will include study of the Calaboose building and possible creation of an overall jail complex.	$ 22,000
II.	INTERIM REVIEW MEETINGS with Hays County Historical Commission; these will include discussions of programming for future use of the building.	$ 5,000
III.	COORDINATION with Texas Historical Commission - provide required documentation, submittals and review necessary for buildings with State Archeological Landmark designation.	$ 3,000
IV.	CONSTRUCTION DOCUMENTS: Site Plan, Civil Engineering Drawings, Floor Plans, Elevations, Interior Elevations, Details, Electrical Plan, and Structural Plans, Details and Specifications. It is anticipated that the design of the hvac system will be done by the selected subcontractor during the time of construction, therefore no mechanical, electrical or plumbing drawings will be included in this set of documents. If it is later determined to be necessary, this will be an Additional Expense to the Owner and will be presented for approval prior to commencement of work.	$ 25,000
V.	BID: Assist Owner with selection of eligible contractors and procuring Bids for the work.	$ 5,000
VI.	CONSTRUCTION ADMINISTRATION: Bi-weekly site visits to observe progress of work and preparation of reports of each meeting. Field contractor's questions and review submittals. Final selection of finishes, materials and colors.	$ 20,000
VII.	REIMBURSABLE EXPENSES (see below) not to exceed	$ 2,000
	Total Proposed Fee for Part Two: Architectural Services	**$ 82,000**

Proposed Fee for Part 2 is good for up to one year from date of this Proposal, at which time Architect reserves the right to adjust Proposal to current rates. If the Scope of the Project or the Scope of ClaytonLevyLittle's services changes, the Fee will be equitably adjusted.

You will be billed monthly based upon percentage of work completed in the categories above, as well as for reimbursable expenses such as printing, mileage and long distance telephone. These are listed as not-to-exceed amounts under each of the Parts above. All permit fees and Bid Documents will be at the Owner's expense, outside of the Reimbursable Expense categories above. Payments due which remain unpaid after 15 days from the invoice date shall bear interest at 18% per annum.

-CONTINUED-

ADDITIONAL SERVICES

Should Owner request any services outside the Scope of this Proposal, Additional Services will be provided at our standard hourly rates:

Senior Partner:	$175/hr
Partner:	$125/hr
Project Architect:	$105/hr
Project Manager:	$85/hr
Intern:	$75/hr
Clerical:	$55/hr

LIMITATIONS

In accordance with state law Owner is notified of the following:
Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, 512.305.9000, www.tbae.tx.us has jurisdiction over complaints regarding the practice of person registered as architects in the State of Texas.

The Owner agrees to indemnify and hold harmless concerning acts made in good faith relative to this project and that the maximum amount of damages for which the architect may be held liable shall not exceed the total fee paid to the architect under this agreement less any reimbursable expenses.

We are ready to begin work immediately and sincerely appreciate being selected for this very important project. Please do not hesitate to call if you have questions about this proposal. Upon your acceptance of this proposal, we will prepare the standard AIA contract, B141 *Standard Form of Agreement Between Owner and Architect*, or you may submit your own contract if you prefer.

Best regards,

Paul Clayton

Paul Clayton, AIA

Acceptance of Proposal:_____ 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

AGENDA ITEM: Discussion and possible action to approve purchase of equipment/vehicles not to exceed $150,180.00 for the Road Department and amend the budget accordingly.

CHECK ONE: CONSENT X☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcherding

SPONSORED BY: Ford, Ingalsbe

SUMMARY: See combined agenda item back-up information

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 purchase of one, new 5.5 horsepower, gasoline air compressor for the Road Department for $753.85.

CIRCLE ONE ACTION ITEM **Subdivision** **Road** **Staff Recommendation**

PREFERRED MEETING DATE REQUESTED: July 14 2009

AMOUNT REQUIRED: $753.85

LINE ITEM NUMBER OF FUNDS REQUIRED: Bill H? 03-363-3633 (AUCTION SALES)

REQUESTED BY: Jerry Borcherding

SPONSORED BY: Commissioner Ford

SUMMARY:

This piece of equipment will be used for cleaning out air filters on road equipment based out of the Dripping Springs/Pct 4 maintenance yard.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Routing Form

DESCRIPTION OF Item: Approve purchase of one, new 5.5 horsepower, gasoline air compressor for the Road Department for $753.85.

PREFERRED MEETING DATE REQUESTED: July 7, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $753.85 [redacted] 363-3633

COUNTY PURCHASING GUIDELINES FOLLOWED:__Yes__ _____

PAYMENT TERMS ACCEPTABLE:____Yes_ _____

COMMENTS:

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:_____

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 purchase one new 250 gallon trailer-mounted tack tank for not more than $10,620.00.

CIRCLE ONE ACTION ITEM Subdivision Road **Staff Recommendation**

PREFERRED MEETING DATE REQUESTED: July 14 2009

AMOUNT REQUIRED: $10,620.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 03-363-3633 (auction sales)

REQUESTED BY: Jerry Borcherding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

This piece of equipment will be used for repairing hot mix paving failures, shoulder work and other maintenance patching projects. The department currently does not have one of these in inventory.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the purchase of five pieces of equipment/vehicles for the Road Department not to exceed $138,806 and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: July 14, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $138,806 03-438-5448 to 03-438-5714

COUNTY PURCHASING GUIDELINES FOLLOWED:___UNKNOWN__ _____

PAYMENT TERMS ACCEPTABLE:____N/A__ _____

COMMENTS:

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:_____

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L250 Asphalt Distributor

Featured With:

- 5.5 HP Honda Engine
- 6 Foot Wand with On/Off Valve
- 250 Gallon Capacity
- Hose Reel
- 3,965 lbs Loaded Weight
- Skid Mount Option
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- Optional 8 Foot Spray Bar

L150 Asphalt Distributor

Featured With:

- 5.5 HP Honda Engine
- 6 Foot Wand with On/Off Val
- 150 Gallon Capacity
- Hose Reel
- 2,655 lbs Loaded Weight
- Skid Mount Option
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- Optional 8 Foot Spray Bar

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Specifications

	L150 S Asphalt Distributor	L150 T Asphalt Distributor	L250 S Asphalt Distributor	L250 T Asphalt Distributor
Configuration	Skid	Trailer	Skid	Trailer
Engine				
Make	Honda	Honda	Honda	Honda
Performance	5.5 HP	5.5 HP	5.5 HP	5.5 HP
Dimensions				
Weight	900 lbs (408 kg)	1,380 lbs (626 kg)	1,380 lbs (626 kg)	1,840 lbs (835 kg)
Length	5' 5" (1.7m)	9' 11" (3.0m)	5' 2" (1.6m)	10' 0" (3.1m)
Width	4' 0" (1.2m)	6' 0" (1.8m)	4' 0" (1.2m)	6' 0" (1.8m)
Height	5' 7" (1.7m)	6' 0" (1.8m)	5' 4" (1.63m)	6' 0" (1.8m)
Overall Capacity	150 gal (558 l)	150 gal (558 l)	250 gal (946 l)	250 gal (946 l)
Heat System				
Burners	2	2	2	2
Capacity	54,000 BTU	54,000 BTU	54,000 BTU	54,000 BTU
Temp Gauge	50-300° (10-149C)	50-300° (10-149C)	50-300° (10-149C)	50-300° (10-149C)
Flush Tank	7 gal (27 l)	7 gal (27 l)	7 gal (27 l)	7 gal (27 l)
Hose	.5" x 40' (13mm x 12m)	.5" x 40' (13mm x 12m)	.5" x 40' (13mm x 12m)	.5" x 40' (13mm x 12m)

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L150/L250 03/06 5K

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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 purchase of five pieces of equipment/vehicles for the Road Department not to exceed $138,806 and to amend the budget accordingly.

CIRCLE ONE ACTION ITEM Subdivision Road **Staff Recommendation**

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: $138,806

LINE ITEM NUMBER OF FUNDS REQUIRED: 03-438-5448 to 03-438-5714

REQUESTED BY: Jerry Borcherding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

The equipment requested will include:

- **1 – used 33,000 lb GVW cab & chassis = $35,000**
- **1 – new 2,000 gal water tank w/5 spray heads, 8ft. spray bar and PTO pump = $17,000**
- **1 – new skid steer loader w/attachments = $34,480 (listed on State bids)**
- **1 – new trailer for skid steer loader = $6,997 (listed on State bids)**
- **1 – new crew cab, flatbed utility truck = $45,329 (listed on State bids)**

This equipment will be utilized by the newly formed erosion control crew for pre-reconstruction activities on capital improvement projects.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the purchase of five pieces of equipment/vehicles for the Road Department not to exceed $138,806 and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: July 14, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $138,806 03-438-5448 to 03-438-5714

COUNTY PURCHASING GUIDELINES FOLLOWED:___UNKNOWN__ _____

PAYMENT TERMS ACCEPTABLE:____N/A__ _____

COMMENTS:

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:_____

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Discussion and possible action to designate naming a private driveway off Lime Kiln Road as "Sahalee Path."

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

See attached request from four property owners who share a private driveway. County policy was adopted in May 2005 encouraging such naming of private drives to facilitate emergency response.

See components county policy below:

SIGNAGE AND NAMING PRIVATE DRIVEWAYS

- Private shared use driveways are not county permitted roads and are named only to facilitate emergency services.
- Only driveways serving two or more separate residences will be named.
- Requests for naming private driveways shall be in writing and at the request of all residents living along the driveway.
- The cost for signage shall be equal to the actual cost to the County, at this time $83, and shall be paid by the applicant at the time of the request.
- Signs shall be blue with white lettering as installed by the Road Department.
- All driveways, and no other new roads, shall end with the suffix "Path".

Dear Commissioner Karen Ford,

The following residents that reside at 1000A, 1000B, 1000C, and 1000D Lime Kiln Road request that our driveway and addresses be changed to the name of our ranch,which has been Sahalee Farms for many many years. We request the name of the driveway be changed to Sahalee Path. After talking with the 911 coordinator,she said we needed to present this change request to you and ask you to do what ever is necessary to make this change.

We greatly appreciate your help in this request and if you have any questions,please feel free to contact pud Rutledge at 512 787 0033.

1000A Lime Kiln Road (Jeri Rutledge)

1000B Lime Kiln Road (Sydney e. Rutledge)

1000C Lime Kiln Road (Jason and Ashley Roberts)

1000D Lime Kiln Road (Zach Potts)

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 allow the use of the Hays County Civic Center at no cost for the purposes of practice riding (barrel racing, etc.) from now until August 31, 2009

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Nelson

SPONSORED BY: Ingalsbe

SUMMARY:

The Civic center has always had the reputation as a "hot" facility during the summer months in regards to the equine/roping/rodeo activities.
Since the installation of the new roof and insulation, the facility is much improved in this regard. However, the reputation remains.

It is necessary to generate traffic throughout the summer months to convince this specific type of user that the facility is much improved and is a viable site for summertime activities. The use would be for training/practice riding during the normal business hours of 8AM to 5PM Mon-Fri.

Organized club/event activities will not qualify for "free use" and are subject to the normal pricing structure.

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 transfer $3,698.00 from the Misc. Capital Improvements line item to Arena/Other Supplies in the Civic Center Budget

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: $3,698 within budget

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-413-5741 to 01-413-5299

REQUESTED BY: Nelson

SPONSORED BY: Ingalsbe

SUMMARY:

Due to the unexpected cost of installing the bull riding chutes purchased at the year end of the 07/08 budget year, combined with the higher than anticipated costs of janitorial supplies and wood shavings, it is necessary to transfer funds to cover budgetary shortfalls in the 01-413-5299 Arena/Other Supplies.

This transfer would allow the Civic Center Manager to continue the repair/improvements to the Civic Center Facility and to cover the extremely high cost of janitorial supplies for the H.O.G. Fest (Harley Owners Group) that has an anticipated attendance of 6000 people per day for a 4 day period.

Agenda Item Routing Form

DESCRIPTION OF Item: Transfer $3,698.00 from the Misc. Capital Improvements line item to Arena/Other Supplies in the Civic Center Budget.

PREFERRED MEETING DATE REQUESTED: July 14, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $3,698 01-413-5741 to 01-413-5299

COUNTY PURCHASING GUIDELINES FOLLOWED:_____N/A_____

PAYMENT TERMS ACCEPTABLE:_____N/A_ _____

COMMENTS: Can only move $3,608. That is all that is available.

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:_____

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 award the engineering design services for CR 266/Old Bastrop Hwy to Huitt-Zollars and authorize Commissioner Ingalsbe and staff to negotiate a contract and fee schedule

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: to be determined

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Jerry Borcherding and I met with two engineering firms from the pre-qualified list of firms and support this action

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 Owl Hollow Road and East Owl Hollow Road in to the county maintenance system.
CHECK ONE: **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION** ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**
PREFERRED MEETING DATE REQUESTED: July 14, 2009
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Ford
SPONSORED BY: Ford

SUMMARY:

I have been in communication with Wade Parham and John Celetti, respectively president and vice-pres of the Owl Hollow HOA, since mid-2007 on the community's need for road safety improvements and desire to bring roads in to county system. These roads are unpaved and run about 1.5 miles total within the Rock Ranch Acres 1 subdivision, recorded in 1973. There are about 52 lots on Owl Hollow Road & East Owl Hollow Road; of these, about 32 are owner-occupied with the remainder being unoccupied/no improvements or rental property. The HOA requires $50/year/lot to keep the unpaved road graded, usually collecting somewhere between $2000-2500 a year. Mr. Borcherding has estimated $180,000 to bring the road up to a country lane standard, taking in the 50-foot ROW, making drainage improvements, replacing/installing culverts as needed, reclaiming/grading/compacting and applying a double pass chip seal surface. The HOA does not have these funds, nor the ability to raise them, but they continue to be concerned about safety, including EMS, school bus and US Postal access. Currently, the community's children wait for school bus on Hilliard and post boxes face Hilliard as well. The HOA does have about $3500-4000 on hand and is willing to give it all to county. If the court agrees to allow these roads in to county system, I have spoken with Jerry about including budget dollars over the next few years to make improvements and bring these roads up to county's Country Lane Standard. (see attached copy of letter our office sent to all property owners on these roads)

OFFICE OF THE HAYS COUNTY COMMISSIONER PCT. 4

KAREN FORD

P.O. Box 1158 • Dripping Springs, Texas 78620
Phone: 512/858-7268 • Fax: 512/858-2655 • E-mail: karen.ford@co.hays.tx.us

June 9, 2009

Mr. Jack Snipes
2920 Hilliard Road
San Marcos, TX 78666

Re: County Improvements to Owl Hollow Road

Dear Mr. Snipes:

You may be aware the Owl Hollow HOA has been asking Hays County for several years to take the subdivision's private roads (Owl Hollow & Owl Hollow East) in to the county maintenance program. I had the pleasure to meet with some HOA members on May 26 at the Hilliard fire station and agreed to work with the neighborhood toward improvement and acceptance of these roads by the County.

This letter is to make you aware of that effort and of what will be expected of property owners. Within the next month or two I will ask my colleagues on the commissioners court to accept Owl Hollow for County improvement and maintenance **"subject to dedication of right-of-way and turn-around at the end of the road, with the understanding that it will be improved to County Lane Standards (50 ft. ROW) as it currently geographically lies on the ground."**

If the Court agrees to this request, the County will require a release of the 25-foot road easement we believe most property owners hold within their Deeds. Paperwork to that end will follow, if and when the County agrees to accept the road(s).

Our director of Resource Protection, Transportation and Planning has estimated the road improvements will run around $180,000, and will include drainage improvements, culvert replacement/repair/installation, reclaiming, general grading, compacting, and applying a two course chip seal surface. We understand the HOA has very limited funds. The County may accept the full cost responsibility, but property owners should be aware that property values will be positively affected and at some point that may affect your tax statement. However, I can assure you the county does not provide such information directly to the appraisal district.

Again, this is an informational letter only, but we do want to know that you received it. Please contact our office by email (karen.ford@co.hays.tx.us) or by phone (512/858-7268) and let us know if you are supportive of these efforts.

Our contact with your community is Wade Parham, HOA officer, and we will let him know when this request is on the Court's agenda. It would be helpful if local residents were available to provide public comment to support the request.

Please let us know if you have any questions about this action or procedure. We hope to hear from you as soon as possible, and I look forward to working with you to improve the safety and enjoyment of your road and your community.

Sincerely,

Karen Ford

KF:mw

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 Preliminarily Approve the installation of a sign to replace a temporary sign on the LBJ Museum located at: 131 N. Guadalupe St., San Marcos.
TYPE OF ITEM: ACTION
PREFERRED MEETING DATE REQUESTED: July 14, 2009
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: INGALSBE
SPONSORED BY: INGALSBE
SUMMARY: The Operators of the LBJ Museum are applying for a Grant that would pay for the design, construction, and installation of a new sign. They want to be sure the County has no objection. The Operators intend to consult with County staff to insure that no major alterations are made to County Property.

Proportions shown in the picture are approximate.

12' - 0"

3' - 6"

Facade Sign 1B
Final Design

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 Amended and Restated Memorandum of Understanding between Hays County, The Hill Country Conservancy and the City of Austin for the Dahlstrom Ranch Project, and authorize the County Judge to executive related documents.
TYPE OF ITEM: ACTION
PREFERRED MEETING DATE REQUESTED: July 14, 2009
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: BARTON
SPONSORED BY: BARTON
SUMMARY: See below.

As members of the Commissioners Court are aware, the county is in the advanced stages of negotiating an agreement with the Dahlstrom family and our financial partners for a conservation easement on the Dahlstrom Ranch. Mark Kennedy, chief of Civil Affairs for the DA's office, is leading efforts to work out final contractual details. His work is based on an MOU developed by the family, our group of stakeholders and Commissioner Barton, and endorsed by the Commissioners Court. Based on recent stakeholder meetings and on-going negotiations, Mr. Kennedy is asking the Court to approve several changes to the MOU that he believes will facilitate the final contract. He describes them as "non-substantive" to the county's basic negotiating points. The changes are time sensitive – important to be on the agenda this week. Mr. Kennedy is in negotiations at the time of agenda deadline; he reports that he will be prepared to discuss the changes in Court. We will provide the proposed changes in writing to Court members before the weekend if possible.

~~Execution Version~~AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
AND INTERLOCAL AGREEMENT
(Dahlstrom Ranch)

This Amended and Restated Memorandum of Understanding and Interlocal Agreement (this "***Agreement***") is made by and between the City of Austin, a Texas municipal corporation situated in Travis and Williamson Counties (the "***City***"), Hays County, Texas (the "***County***"), and the Hill Country Conservancy, a Texas non-profit corporation ("***HCC***"). The City, the County, and HCC are sometimes individually referred to herein as a "***Party***" and collectively referred to herein as the "***Parties.***"

BACKGROUND

A. HCC is a Texas non-profit corporation organized to protect and preserve natural areas and ecologically significant land for scientific, educational and charitable purposes, as described in Sections 170(h)(3) and 501(c)(3) of the Internal Revenue Code.

B. The City and the County and public policy in central Texas have recognized the importance of preserving open space land and providing water quality protection and the importance of partnering with public, private and non-profit organizations towards those goals.

C. As authorized by Chapter 1251 of the Texas Government Code, on or about November 7, 2006, the citizens of Austin, Texas affirmed and authorized the City's issuance of $145,000,000.00 in bonds, $50,000,000.00 of which is for the purpose of, among other things, acquiring land, open spaces, and interests in land and property to provide for the conservation of the region's water quality.

D. As authorized by Chapter 1251 of the Texas Government Code, on or about May 12, 2007, the citizens of Hays County affirmed and authorized the County's issuance of $30,000,000.00 in bonds for the purpose of, among other things, acquiring parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat.

E. The Parties have identified certain real property in Hays County, Texas, commonly known as the Dahlstrom Flatrock Ranch and generally depicted on **Exhibit "A"** attached hereto (the "***Conservation Area***"), as containing significant open space, natural areas, wildlife habitat, aquifer recharge areas and archeological resources (the "***Conservation Values***").

F. HCC and the United States of America ("***USA***") entered into that certain Cooperative Agreement dated July 19, 2007 and revised August 14, 2008 (the "***Cooperative Agreement***"), pursuant to which the USA has agreed to contribute $4,000,000.00 towards the acquisition of conservation easements within the Conservation Area, subject to HCC providing matching funds and satisfying other conditions.

G. HCC has requested the City and the County to provide matching funds required under the Cooperative Agreement and to work together in taking the necessary actions to acquire one or more conservation easements for the purpose of protecting and preserving the

Conservation Values on the Conservation Area (collectively, the "***Conservation Easements***").

H. The City and the County have agreed to HCC's request pursuant to the further terms of this Agreement, which has been authorized by such Parties pursuant to Section 791.011 of the Texas Government Code.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
GENERAL TERMS

1.1 **General Purpose**. The Parties acknowledge and agree that they have the common purpose of protecting and preserving the Conservation Values of the Conservation Area. In connection therewith, the Parties agree to cooperate, endeavor and work together in good faith to obtain, through purchase and/or donation, the Conservation Easements. Without limiting the generality of the forgoing, the Parties agree to communicate and share with one another all information acquired regarding the land within the Conservation Area and all other information reasonably necessary to accomplish the purposes of this Agreement and to coordinate their respective activities at all times.

1.2 **Purchase Price**. The total purchase price for the Conservation Easements (the "***Purchase Price***") shall not exceed $9,900,000.00. The Parties each agree to contribute the following amounts as their respective share of the Purchase Price:

County -	$4,900,000.00
City-	$1,000,000.00
HCC-	$4,000,000.00[1]
	$9,900,000.00

The Parties further acknowledge that the Purchase Price for any of the Conservation Easements will not be greater than the appraised current fair market value of such Conservation Easements.

1.3 **Purchase Agreement; Earnest Money**. HCC shall negotiate and use its commercially reasonable efforts to enter into a purchase and sale agreement for the acquisition of the Conservation Easements (the "***Purchase Agreement***") for the Purchase Price. The City and the County shall have the right to review and approve the Purchase Agreement prior to its execution by HCC (such approval not to be unreasonably withheld or delayed). The Parties acknowledge that, based on negotiations with the Owner (defined in **Section 1.6** below), HCC will be required to deposit up to (a) $150,000.00 as initial earnest money upon execution of the Purchase Agreement and (b) $350,000.00 as additional earnest money upon expiration of the feasibility period provided in the Purchase Agreement. Subject to approval of the Purchase Agreement by all of the Parties, the City and the County agree to accept from HCC a partial assignment of undivided interests in the Purchase Agreement ~~(which assignment will include~~

[1] with funds provided by the USA under the Cooperative Agreement

~~HCC's right to the $150,000.00 earnest money deposit)~~ prior to the expiration of the feasibility period provided in the Purchase Agreement. Contemporaneously with such assignment, the City ~~and the County each further agree to pay $75,000.00 to HCC as reimbursement for its~~ further agrees to pay $500,000.00 to be held in escrow with the title company as replacement for the $150,000.00 initial earnest money deposit paid by HCC and ~~to pay~~ $~~175,000.00 of~~ 350,000.00 as the additional earnest money deposit required pursuant to the Purchase Agreement. ~~Accordingly, each the City and the County will have deposited up to $250,000.00 as~~ Contemporaneously with its payment of the $500,000.00 in earnest money, the City shall instruct the title company to reimburse and deliver to HCC the $150,000.00 initial earnest money ~~under the Purchase Agreement~~deposit then being held.

1.4 **Reports and Consultants**. In connection with their evaluation of the land within the Conservation Area and other due diligence for the transactions contemplated herein, the Parties agree to obtain the studies and reports, retain the consultants and service providers, and pay all related actual costs as provided below:

Reports/Services	Consultants/Service Providers	Responsible Party(ies)
Phase 1 Environmental Site Assessment (ESA)	Terracon Consultants, Inc.	City to retain and pay all costs for the ESA.
Land Plan	Holford Group	HCC to retain. City to pay for all costs for the land plan.
Appraisal	Aegis Group	City to retain and pay all costs for the appraisal.
Easement Documentation Report (EDR)	Bosse, Turner and Associates	HCC to retain. City to pay all costs for the EDR.
Survey	HCC to retain.	County to reimburse HCC for survey costs as provided below and City to pay any excess.

All of the above reports are to be provided for the benefit of all Parties irrespective of which Party retained or paid for the consultant.

1.5 **Other Expenses**. The County agrees to reimburse HCC for its legal expenses in connection with this Agreement and the acquisition of the Conservation Easements up to $10,000.00 and for the survey up to $20,000.00. The County also agrees to pay the cost for removal and clean-up of certain items from the Conservation Area, (including vehicle parts and tires, equipment tires, barrels and fuel and oil contents) based on the bid provided by Hogan Demolition Company dated March 23, 2009, in an amount not to exceed $6,350.00. In addition, to the expenses to be paid by the City as indicated in **Section 1.4** above, the City agrees to reimburse HCC for its direct costs incurred in connection with this Agreement and transactions

contemplated herein (including, without limitation, legal expenses), to the extent not otherwise reimbursed by the other Parties, up to $50,000.00. Except as otherwise provided herein or agreed to by the Parties, all other expenses incurred by any Party (including, without limitation, any expenses for the City's or the County's separate legal counsel as provided in **Section 4.2** below) shall be the responsibility of the Party incurring such costs.

1.6 **Public Access.** The Parties acknowledge that the County desires to make portions of the Conservation Area open to public access. In furtherance thereof, the County reserves the right to negotiate such public access rights with the owner of the Conservation Area (the "***Owner***"), at the County's sole cost and expense, subject to prior written approval by the City and HCC as to which portions of the Conservation Area may be granted public access. Any lease, license or other agreement between the County and the Owner granting to the public access over a portion of the Conservation Area shall be subject to the terms of the Conservation Easements. The County will be responsible for managing any obligations arising in connection with such public access rights at its sole cost and expense.

1.7 **Other Projects.** Nothing in this Agreement is intended in any way to restrict the rights of any Party to enter into negotiations and agreements on its own behalf concerning the acquisition of interests in any tracts of real property outside of the Conservation Area.

ARTICLE 2
ADMINISTRATION OF CONSERVATION EASEMENTS

2.1 **Management by HCC.** The Parties acknowledge and agree that HCC, the City, and the County will be co-grantees of the Conservation Easements. Subject to any rights reserved or otherwise provided to the USA pursuant to the Cooperative Agreement or any Conservation Easement in which the USA is also a co-grantee, the Parties acknowledge and agree that HCC shall assume and retain responsibility for performing the administrative duties and obligations of the grantee under each of the Conservation **Easements and, in furtherance thereof, HCC shall act as the "*Managing Grantee*" under the Conservation** Easements. Without limiting the generality of the foregoing, ~~HCC~~ **the Managing Grantee** will be responsible for monitoring and enforcing compliance with the terms of each Conservation Easement and communications with the Owner in connection with the Conservation Easements. Notwithstanding the above, ~~HCC~~ **the Managing Grantee** will notify the other co-grantees of each Conservation Easement at least ten (10) business days prior to any inspection of any portion of the Conservation Area (except in the event of an emergency) to allow such other co-grantees to accompany ~~HCC~~ **the Managing Grantee** on its inspections. Further, ~~HCC~~ **the Managing Grantee** shall furnish such other co-grantees a copy of any written report covering such inspection for comment at least ten (10) business days before submitting such report to the Owner. ~~HCC~~ **The Managing Grantee** shall also provide the other co-grantees of each Conservation Easement with copies of all written ~~notifications~~ **communications from or on behalf of the Owner (including, without limitation, requests for approval)** received by ~~HCC~~ **the Managing Grantee** in connection with such Conservation Easement. To the extent the Owner provides **to HCC** an endowment or otherwise donates funds in connection with the transfer of the Conservation Easements (the "***Endowment***"), HCC shall have utilization of the Endowment in order to carry out its management and administrative duties **as the Managing Grantee** under the Conservation Easements. In the event HCC **or any successor Managing**

Grantee assigns ~~such~~ its management and administrative duties as Managing Grantee to another Party pursuant to **Section 2.4** below, such other Party assuming such duties as Managing Grantee shall also be assigned the rights to the Endowment.

2.2 **Co-Grantee Decisions.** In the event the Owner (or its successors or assignees) makes a request for approval of an activity contemplated under a Conservation Easement and subject to the reasonable approval of the grantee, the Parties agree that a decision made by a majority of the co-grantees of such Conservation Easement shall be binding on all such co-grantees. With respect to any request by the Owner (or its successors and assignees) which is not contemplated under a Conservation Easement and is subject to the discretionary consent of the grantee, the Parties agree that a decision to approve such request must be made by all co-grantees of such Conservation Easement or will be deemed denied. In the event ~~any~~ the Owner (or its successors or assignees) asserts a claim or takes other legal action due to the denial by the co-grantees of a requested activity and such Owner prevails in such action, the Parties that denied or are deemed to have denied such request shall reimburse the Parties approving the request for all costs incurred by the approving Parties. The Managing Grantee shall be responsible for communicating the decisions of the co-grantees to the Owner and shall provide the co-grantees with a copy of all such communications sent to the Owner.

2.3 **Transfer of Management Duties.** In the event HCC or any other co-grantee acting as Managing Grantee does not adequately fulfill its responsibilities in the view of a majority of the other co-grantees, such Managing Grantee may be removed and replaced as the Managing Grantee as determined by a vote of a majority of the other co-grantees. In the event HCC for any reason cannot or will not continue with the management and administrative duties ~~of the grantees~~ as Managing Grantee under the Conservation Easements or is otherwise replaced as Managing Grantee by the Parties, the Parties agree that the County shall assume such duties. However, upon agreement by the County and the City, the City may instead assume such duties.

2.4 **Transfer of Interests.** If any Party desires to transfer or assign its interests in any of the Conservation Easements (such Party being referred to as the "***Assigning Party***"), such Assigning Party shall first offer such interest to the other Parties on the same terms and conditions that the Assigning Party is willing to accept from a qualified third party. Such offer must be accepted by one of more of the other Parties within thirty (30) days after receipt of such offer. If more than one Party accepts such offer, the Assigning Party's interests shall be assigned equally to each of the accepting Parties or in such proportion as may be otherwise agreed by such Parties. If no Party accepts such offer, the Assigning Party may assign its interests to a qualified third party on the same terms and conditions as offered to the other Parties. Notwithstanding anything herein to the contrary, HCC's interests in the Conservation Easements shall be subject to the terms of the Cooperative Agreement.

ARTICLE 3
ADDITIONAL COVENANTS AND CONDITIONS

3.1 **Authority; Conditions Precedent.** This Agreement is made pursuant to the authority conferred to the City and the County by Chapter 791, Texas Government Code. However, the Parties acknowledge that the City's and the County's ability to close on the

acquisition of the Conservation Easements and related transactions contemplated in this Agreement is conditioned upon prior approval by the Austin City Council and the Hays County Commissioners Court, respectively. The Parties likewise acknowledge that HCC's ability to close on the acquisition of the Conservation Easements and related transactions contemplated in this Agreement is conditioned upon receiving funding from the USA under the Cooperative Agreement.

3.2 **Payments from Lawfully Available Funds**. All payments, if any, required to be made by the City or County pursuant to this Agreement shall be payable from current revenues or other funds lawfully available for such purpose.

3.3 **Confidentiality**. The Parties will, to the extent allowed by law, keep confidential (a) the terms of this Agreement, (b) information pertaining to the Conservation Area, (c) the Parties' discussions and negotiations with the Owner and its attorneys and representatives, and (d) the Parties' discussions and deliberations pertaining to the administration of any of the Conservation Easements. The Parties acknowledge and agree that this Agreement and other materials and information in connection herewith may be disclosed if required to be disclosed pursuant to any law, rule or regulation or pursuant to a valid order of a court or other governmental body or pursuant to the direction or order of the Texas Attorney General. If a public announcement or disclosure is required under applicable law or by the Texas Attorney General, the disclosing Party will first notify the other Parties of the intention to make such announcement or disclosure and the contents thereof.

ARTICLE 4
RELATIONSHIP OF THE PARTIES

4.1 **No Partnership**. This Agreement is an arms-length transaction, and no joint venture, general partnership, agency or other entity or special relationship between the Parties will be implied from the terms of this Agreement. No Party has a fiduciary duty to any other Party or legal authority to bind any other Party to any covenants or conditions. Nothing in this Agreement and no interaction or statements made by one Party, its legal counsel or other representatives shall be construed by any other Party or its representatives as providing advice or counsel to such other Party. Each Party will be solely responsible for the proper direction of its employees and contractors, and its employees and contractors will not be considered employees, borrowed servants or agents of the other Parties for any reason.

4.2 **Legal Representation**. The Parties acknowledge that HCC has retained the law firm of Jackson Walker L.L.P. to represent HCC and assist it with the preparation of this Agreement and the acquisition of the Conservation Easements. The Parties further acknowledge that Jackson Walker L.L.P. has previously represented and worked with both HCC and the City on numerous other transactions. The City and the County each hereby waive any potential conflicts of interest with Jackson Walker, L.L.P.'s representation of HCC. In addition, each Party agrees that it has had and shall have an opportunity to seek its own independent legal counsel (at its own expense) separate from the other Parties' legal counsel and, alternatively, that it may rely on its own independent judgment without legal counsel. In no event may a Party rely on the legal counsel of another Party concerning the subject matter of this Agreement or any other legal matter.

ARTICLE 5
NOTICES

5.1 5.1 **Notices.** Any notices contemplated to be given pursuant to this Agreement shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below, or upon actual receipt when delivered by facsimile or by hand as evidenced by written acknowledgment of such delivery. Any address for notice may be changed by written notice delivered as provided herein.

HCC:	Hill Country Conservancy 221 West 6th Street 3rd Floor Austin, Texas 78701 Attn: George Cofer Tel: (512) 328-2481, Ext. 3 Fax: (512) 732-0268	With a copy to:	Jackson Walker, L.L.P. 100 Congress Avenue Suite 1100 Austin, Texas 78701 Attn: Jerry Webberman Tel: (512) 236-2270 Fax: (512) 391-2155
The City:	City of Austin Water and Wastewater Department 625 E. 10th Street Suite 300 Austin, Texas 78701 Attn: William Conrad, Environmental Services Manager Tel: (512) 263-6430 Fax: (512) 972-0138	With a copy to:	City of Austin Law Department P.O. Box 1088 Austin, Texas 78767-1088 Attn: Chad Shaw Tel: (512) 974- 2671 Fax: (512) _____
The County:	Hays County, Texas 111 E. San Antonio Suite 300 San Marcos, Texas 78666 Attn: County Judge Tel: (512) _____ Fax: (512) _____	With a copy to:	Hays County, Texas 111 E. San Antonio Suite 302 San Marcos, Texas 78666 Attn: Jeff Hauff Grant Administrator

With a copy to: Hays County Commissioner
Precinct 2
111 Front Street
Kyle, Texas 78640

ARTICLE 6
DEFAULTS AND REMEDIES

6.1 **Defaults and Remedies.** If one Party believes that any other Party is in default of any provision of this Agreement, such non-defaulting Party will give written notice to the other Parties, specifying the event of default and extending to the defaulting Party thirty (30) days to cure the default. If such default has not been cured within such 30-day period, any non-defaulting Party may assert any remedies, at law or in equity, available to the non-defaulting

Parties due to such default in accordance with the procedures set forth in **Section 6.2** below. The non-defaulting Parties must mitigate any direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use good faith and reasonable efforts to resolve any dispute in accordance with the provisions of **Section 6.2** below.

6.2 **Dispute Resolution Procedures.**

(a) **Negotiation**. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a representative (the "***Representatives***") and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

(b) **Mediation**. If the dispute has not been resolved within thirty (30) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any Party may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (the "***Mediator***") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other Parties necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the Parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Parties. The fees and expenses of the Mediator shall be borne equally by the Parties.

(c) **Arbitration**. If the dispute has not been resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), and the amount in controversy does not exceed $100,000.00, the dispute shall be resolved through binding arbitration as provided below:

(i) Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of any Party to this Agreement, by final and binding arbitration conducted at a location to be determined by a single arbitrator (the "***Arbitrator***") in Travis County or Hays County, Texas, administered by and in accordance with the then-existing Rules of Practice and Procedure of

JAMS/Endispute, and judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof. The Arbitrator appointed under this Section shall be qualified by education and experience in the subject matter of the submitted dispute.

(ii) The Parties shall be entitled to discover all documents and other information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. They may use all methods of discovery customary under state law, including, but not limited to, depositions, requests for admission and requests for production of documents. The time periods for compliance shall be set by the Arbitrator, who may also set limits on the scope of such discovery.

(iii) The Arbitrator shall issue a written explanation of the reasons for the award to all of the Parties. In the event the Arbitrator appointed hereunder has not rendered a decision within ninety (90) days after the conclusion of the hearings, either Party may have the matter determined by equitable proceedings or an action for declaratory relief in any court of competent jurisdiction.

(iv) Any provisional remedy which would be available to a court of law shall be available from the Arbitrator pending arbitration of the dispute. Either Party may make an application to the Arbitrator seeking injunctive or other interim relief, and the Arbitrator may take whatever interim measures they deem necessary in respect of the subject matter of the dispute, including measures to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Any Party may file an application in any proper court for a provisional remedy in connection with an arbitral controversy, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief.

(v) All Parties shall pay an equal share of the fees and expenses of the Arbitrator and the administrative costs and expenses of arbitration.

(vi) The Arbitrator shall have the right, in his or her reasonable discretion, to award costs and attorney fees and to assess reasonable interest on monetary awards.

(vii) If either Grantor or Grantee is dissatisfied with the decision or award rendered by the Arbitrator, such dissatisfied Party may appeal the Arbitrator's award to a panel of three (3) appellate arbitrators by filing with JAMS/Endispute and the other Party within twenty (20) days of the filing of the award. The appealing Party shall have the right to submit written briefs not to exceed twenty-five (25) pages stating the reasons why the Arbitrator's decision should be reversed or modified. The responding Party may file a response within twenty (20) days after receiving the appeal brief, not to exceed twenty-five (25) pages. The non prevailing Party in the appeal shall pay the costs and expenses of the arbitrators and the administrative costs of such appeal, as well and attorneys

fees and costs of the prevailing Party and the costs of the enforcement of any award rendered therein.

(viii) Notwithstanding the foregoing, any Party may bring an action in a court of competent jurisdiction to protect the improper use or disclosure of confidential information by the other Party, to preserve its rights under applicable law or, to the extent any Party is a named defendant in a third party civil action, that Party may join the other Parties in the action or bring a third party action against the other Parties for contribution or for indemnity.

(d) **Litigation**. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon) and the amount in controversy exceeds $100,000.00 or is a matter within the equitable jurisdiction of the state or Federal judiciary, any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 **Force Majeure**. If, by reason of Force Majeure, any Party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such Party shall give written notice of the particulars of such Force Majeure to the other Parties within a reasonable time after the occurrences thereof. The obligations of the Party giving such notice, to the extent by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such Party shall in good faith exercise its best efforts to remove and overcome such inability. Force Majeure will not relieve any Party from making payments otherwise required under this Agreement. The term "***Force Majeure***" as utilized herein shall mean and refer to acts of God; strikes, lockouts or other disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; or other causes not reasonably within the control of the Party claiming such inability.

7.2 **Assignment**. No Party will sell, assign or in any manner transfer its interest in this Agreement, in whole or in part, without the written consent of the other Parties, which shall not be unreasonably withheld. Assignments made in violation of this provision shall be void.

7.3 **No Third Party Beneficiaries**. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

7.4 **Severability**. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court of competent

jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if such invalid portion had never been contained herein and the provisions of this Agreement are expressly deemed severable for this purpose.

7.5 **Entire Agreement; Amendments.** This Agreement amends, restates and replaces in full that certain Memorandum of Understanding and Interlocal Agreement (Dahlstrom Ranch) executed by and among the Parties, and dated effective as August 1, 2008. This Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by each of the Parties.

7.6 **No Amendment of Other Agreements.** Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

7.7 **Applicable Law; Venue.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Hays County, Texas.

7.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together (including facsimile copies) shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile machine, and the Parties intend that faxed signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Agreement with the signature, original or faxed, of all of the parties shall be binding on the Parties.

[Signatures on following page(s)]

Executed this ____ day of May 2009, to be effective as of August 1, 2008.

THE CITY OF AUSTIN

By: _____
Name: _____
Title: _____

HAYS COUNTY

By: _____

Name: _____

Title: _____

HILL COUNTRY CONSERVANCY

By: _____

Name: _____

Title: _____

EXHIBIT A

Conservation Area

Comparison Details	
Title	**pdfDocs compareDocs Comparison Results**
Date & Time	7/8/2009 3:25:55 PM
Comparison Time	3.45 seconds
compareDocs version	v3.1.6.47

Sources	
Original Document	[#5297806] [v13] Memorandum of Understanding - HCC
Modified Document	[#5549778] [v1] Amended and Restated Memorandum of Understanding and Interlocal Agreement - Dahlstrom Ranch

Comparison Statistics	
Insertions	16
Deletions	4
Changes	19
Moves	0
TOTAL CHANGES	39

Word Rendering Set Markup Options	
Name	Standard
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Inserted cells	
Deleted cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Never
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	False
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

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 issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED: To Be Determined

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe/Barton

SUMMARY:

This is our continued "standing" agenda item for updates on the government center and progress reports on other pending projects.

As a reminder, a detailed description of options and considerations of jail needs was included in the June 2nd packet.

This item should all Broaddus and the Court to discuss the range of inter-related construction projects and studies throughout the county.