

**Commissioners Court -August 10, 2010  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **10<sup>TH</sup> day of August, 2010**, 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**

**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

1	4	Approve payments of county invoices. <b>HERZOG</b>
2	5-11	Approve Commissioner Court Minutes of July 29 & August 3, 2010. <b>SUMTER/FRITSCH</b>
3	12-14	Approve Health Services Agreement between Hays County Personal Health Department (PHD) and Community Action Inc., of Hays, Caldwell, & Blanco Counties for September 1, 2010 through August 31, 2011. <b>INGALSBE/HARGRAVES</b>
4	15-19	Approve renewal of contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department. <b>INGALSBE/HARGRAVES</b>
5	20-22	Approve renewal of contract for Dr. Charles P. Anderson, M.D. to provide services for the Hays County Personal Health Department Family Clinic. <b>INGALSBE/HARGRAVES</b>
6	23-25	Approve renewal of contract for Dr. Alberto Santos III, D.O., to provide services for the Hays County Personal Health Department Family Clinic. <b>INGALSBE/HARGRAVES</b>
7	26-28	Approve contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic. <b>INGALSBE/HARGRAVES</b>
8	29-36	Approve renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Beth D. Reid, MD, Dr. Barrett Randall Blaue, M.D., and Dr. Teresa Irwin, MD. <b>INGALSBE/HARGRAVES</b>
9	37-43	Approve renewal of contract re-appointing Dr. Charles P. Anderson, MD as the Local Health Authority of Hays County pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code. <b>SUMTER/HARGRAVES</b>
10	44-45	Approve award of Bid #2010-B18 Concrete Contractor (on an as needed basis) to Myers Concrete Construction. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
11	46-47	Amend Personal Health, Immunization budget to record additional program income and expenditures. <b>SUMTER/HARGRAVES</b>
12	48-54	Approve the April 2010 Treasurer's Report. <b>SUMTER/TUTTLE</b>
13	55	Approve reduction in Hays County Excess or Umbrella Liability Insurance coverage for the RTP Facility Addition to not less than \$2,5000,000 per occurrence and authorize the County Judge to execute the Change Order. <b>SUMTER</b>

## ACTION ITEMS

### ROADS

14	56-57	Call for a public hearing on August 24, 2010 to establish traffic regulations on Creek Rd, CR 190. <b>FORD/BORCHERDING</b>
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### SUBDIVISIONS

15	58-59	10-16-4 Partial Vacate and Re-plat of Lot 3 & 4, F&W Subdivision, Section 2 (2 Lots). Discussion and possible action to consider approval of Preliminary Plan and call for public hearing on September 7, 2010. <b>FORD/GARZA</b>
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### MISCELLANEOUS

16	60	Discussion and possible action to officially select a conservation property and direct staff to work with The Nature Conservancy in performing due diligence required for acquisition. <b>FORD</b>
17	61	Discussion and possible action to clarify the process for park and open space grant-funded projects that change in scope, purpose or place. <b>FORD</b>
18	62-63	Discussion and possible action to amend the Road & Bridge budget for miscellaneous capital improvements for the RPTP addition. <b>INGALSBE/BORCHERDING</b>
19	64-65	Discussion and possible action to amend the Road & Bridge budget for the purchase of a concrete cut-off saw. <b>INGALSBE/BORCHERDING</b>
20	66	Discussion and possible action to appoint Commissioner Ford as a representative to the CAPCOG General Assembly. <b>SUMTER</b>
21	67-68	Discussion and possible action to amend the Building Maintenance budget to purchase a vehicle with FY10 salary/fringe benefits savings. <b>CONLEY/KNOTT</b>
22	69-70	Discussion and possible action to amend the Jail Facility budget for overtime compensation. <b>SUMTER/RATLIFF/BRODBECK</b>
23	71-72	Discussion and possible action to increase Veterans Services budget for additional staff salary and amend the budget accordingly. <b>CONLEY/MENDOZA</b>
24	73-75	Discussion and possible action to amend the Civic Center budget to increase hours for part-time staff. <b>INGALSBE/NELSON</b>
25	76-83	Discussion and possible action to authorize the County Judge to execute Amendment 1 to the contract with the Texas Water Development Board to increase the grant award by \$175,000 for a flood protection planning study in northern Hays County. <b>FORD/HAUFF</b>
26	84-85	Discussion and possible action to authorize the County Judge to execute letter amendments to Interlocal Agreements for the Maintenance of Roadways between Hays County and participating municipalities. <b>CONLEY</b>
27	86-96	Discussion and possible action to authorize the County Judge to execute a Property Acquisition Agreement between Hays County and The Nature Conservancy, for 50.199 acres of Real Property. <b>CONLEY</b>
28	97-102	Discussion and possible action to authorize the County Judge to execute an amendment and modification to the Memorandum of Understanding between Hays County and Wimberley Valley Watershed Association Regarding Commitment of Parks Bonds Funds to the Jacob's Well Project. <b>CONLEY</b>

### EXECUTIVE SESSIONS

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

29	103	Executive Session Pursuant to Section 551.087 of the Texas Government Code, to receive information only on Project Sunburst and Project Mach. <b>INGALSBE</b>
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**STANDING AGENDA ITEM**

30	Discussion of 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. Possible action may follow. <b>INGALSBE</b>
31	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>SUMTER</b>
32	Discussion of Departmental Budget. Possible action may follow. <b>SUMTER</b>

**ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 6<sup>TH</sup> day of August, 2010

**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**

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

**PREFERRED MEETING DATE REQUESTED: 8/10/10**

**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 COMMISSIONER COURT MINUTES OF JULY 29 & AUGUST 3, 2010**

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

**PREFERRED MEETING DATE REQUESTED: AUGUST 10, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



JULY 29, 2010

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STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 29<sup>TH</sup> DAY OF JULY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER  
DEBBIE GONZALES INGALSBE  
JEFFERSON W. BARTON  
KAREN FORD  
LIZ GONZALEZ

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 4  
DEPUTY COUNTY CLERK

WITH COMMISSIONER PCT 3 WILL CONLEY BEING ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

#### DEPARTMENTAL BUDGET REVIEW

##### Social Service Agencies

Karen Glass of The Friends Foundation explained what their organization does. They rely on volunteers with little overhead. Debra Harris explained their services. They assist with meals on wheels at a cost of \$4.97 per meal. They serve around 30 people 3 times a week. They target the 50 + group and some of them don't qualify for Medicaid/Medicare. Kathy Carriker spoke of one of the screenings that they offer such as osteoporosis. They spoke of one their fundraisers on October 7, 2010 at the Salt Lick in Driftwood starting at 7:00 pm. They currently have 20 volunteer drivers for the meals on wheels and they have around 60 volunteers they can call on at any given time.

Lisa Adams of CTMC Hospice Care introduced Abel Rodriguez and Linda Lopez. Abel Rodriguez explained that they help families deal with grief and they also help with case management. They also have a teaching kitchen that includes the empty chair. They've helped 320 clients year to date. Linda Lopez explained the organization has been around since 1991. She explained that the money they are requesting is for remodeling of the building, equipment and supplies. Linda Lopez explained they would like to provide a teen bereavement group. They will also have a Chapel, Multi Use, and conference room in the building and will be ADA accessible. Linda Lopez explained that they also work closely with Seton Hospital in Kyle. Abel Rodriguez spoke of working in collaboration with the Juvenile Probation and Scheib Center. Currently, 90% of the clients are Hays County residents.

Bobbi Ryder of Health Care Coalition explained the organization. They help with health, oral and mental care of migrant workers. She has 2 requests for Hays County to consider: 1) Cultivando La Salud (Breast Cancer education/screening), for this they are requesting an additional \$20,000; 2) Healthy Communities Collaborative (decrease dependence on those resources by improving the health of the community). Future/Goals – Inventory Hays County health and social services resources and identify gaps; County-wide coordinated campaign to adopt healthier behaviors and lifestyles; Improve access to oral and mental health services; Explore other options to reduce the incidence of chronic illness and the cost to residents, employers, area providers.

TABC – Pete Champion explained the services they provide. They currently have 6 people working out of the San Marcos office serving Hays and surrounding counties. The revenues this year have almost doubled and stand at \$13,370. We collect ½ the state fees for renewals and permits/notices. The hub area used to be in New Braunfels and moved here under County Judge Don Rains. Pete Champion will be retiring next month after 32 years of service.

Commissioner Ingalsbe spoke with Jerry Borcharding about helping with answering telephone calls for Fire Marshall when he moves into the RPTP Building. Jerry Borcharding said he would get Carlos or a couple of Environmental Health Admin's to help.

##### Recommendations

Commissioner Conley came to Court at this time. Social Services – Almost all Social Services will stay at the same amount that was funded in FY10. The Court is requesting to hear from Hays County Crime Stoppers, RP Search Services, Kyle Volunteer Fire Department, Kyle Volunteer EMS, Greater SM Youth Council. The Court agreed to fund Calaboose African/Am Museum \$2,000, Indigeneous Cultures \$2,000, Commissioner Ingalsbe and Commissioner Barton will fund Centro Cultural Hispano De San Marcos out of their funds. The Friends Foundation the Court will do a one-time payout of \$5,000 coming out of Reserves. Hays Trinity Groundwater Conservation \$100,000 for Operations and \$14,000 for Education Outreach. Court wants to speak with Hays County Crime Stoppers, RP Search Services, Kyle Volunteer Fire Dept, Kyle Volunteer EMS and Greater SM Youth Council before making any other decisions. County Wide – Consultant 01-414-5443 General \$50,000 for Consulting and \$25,000 for Transportation, Predatory Animal Control \$28,200, Re-Districting \$25,000, Small Business Insurance – \$36,000 moved to Tobacco Funds, Dispute Resolution – Contract Services \$10,000, Total for Consultant is \$398,200 [\$138,200 + \$260,000 (out of Reserves)]. Contingencies – 01-414-5399 – General \$150,000 (\$25,000 earmarked for training for new Commissioners), Employee Appreciation \$15,000, South Tx Co Judge/Comm Host Conference \$0, Total for Contingencies - \$165,500. Membership Fees -01-414-5321 General \$5,000. Salary Adjustments – 01-414-5091 - \$50,000, Community Program Expense \$30,000, Legal Services \$125,000.



Court was adjourned.


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I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 29, 2010.



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





AUGUST 3, 2010

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STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 3<sup>RD</sup> DAY OF AUGUST A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER  
DEBBIE GONZALES INGALSBE  
WILL CONLEY  
KAREN FORD  
LINDA C. FRITSCHKE

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
COUNTY CLERK

WITH COMMISSISONER PCT. 2 JEFFERSON W. BARTON ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

**27276 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve payments of county invoices in the amount of \$1,021,073.66 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

**27277 APPROVE COMMISSIONER COURT MINUTES OF JULY 22, 26 & 27, 2010**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve Commissioner Court Minutes of July 22, 26 & 27, 2010 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

**27278 APPROVE SPECIFICATIONS FOR IFB #2010-B17 GENERAL CONTRACTOR FOR THE STABILIZATION PROJECT FOR THE (HISTORICAL) OLD HAYS COUNTY JAIL AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve specifications for IFB #2010-B17 General Contractor for the Stabilization Project for the (Historical) Old Hays County Jail and authorize Purchasing to solicit for bid and advertise. All present voting "Aye". MOTION PASSED

**27279 APPROVE THE AMENDED OCTOBER AND NOVEMBER 2009, JANUARY, FEBRUARY AND MARCH 2010 TREASURER'S REPORTS AND INVESTMENT REPORTS**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve the Amended October and November 2009, January, February and March 2010 Treasurer's Reports and Investment Reports as submitted by the County Treasurer. All present voting "Aye". MOTION PASSED

**27280 AMEND DISTRICT COURT AND COUNTY COURT @ LAW BUDGETS FROM CONTINGENCIES IN GENERAL FUND AND BUDGET GOVERNMENT CENTER FUNDS RECEIVED FROM PROCEEDS OF CERTIFICATES OF OBLIGATION SERIES 2010**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to amend District Court and County Court @ Law Budgets from Contingencies in General Fund and Budget Government Center Funds received from proceeds of Certificates of Obligation Series 2010. All present voting "Aye". MOTION PASSED





- 27281      AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE CONTRACT FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM FOR FY 2011, IN THE AMOUNT OF \$145,902.00**

This is a contract between the Hays County personal Health Department and the Texas Department of State Health Services for Public Health Emergency Preparedness funds for FY 2011. The award is for \$145,902 there is a requirement for an in-kind match of \$14,590. The funding is for August 1, 2010 through July 31, 2011. A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize the County Judge to execute the Contract for the Public Health Emergency Preparedness Program for FY 2011, in the amount of \$145,902. All present voting "Aye". MOTION PASSED

- 27282      AMEND JUVENILE PROBATION TJPC X GRANT TO CORRECT REVENUE FUNDING PER THE GRANT CONTRACT AND TO PURCHASE COMPUTER EQUIPMENT, A BULLETIN BOARD & CONTRACT SERVICES FOR THE GED PROGRAM**

The Texas Juvenile Probation Commission award for the ICBP Grant is \$48,655. This amendment will correct the budgeted amount in revenue and expenditures with no matching funds required from the County. A motion was made by Commissioner Ford, seconded by Commissioner Conley to amend Juvenile Probation TJPC X Grant to correct revenue funding per the Grant Contract and to purchase computer equipment, a bulletin board & contract services for the GED Program. All present voting "Aye". MOTION PASSED

- 27283      HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS ON ALPINE TRAIL, CR 384 IN THE HIGHLANDS EAST SUBDIVISION [T1-39]**

Judge Sumter opened the public hearing. No public input was received. Public hearing was closed. RTPD Director Jerry Borchering gave staff recommendation to establish a stop sign on Alpine Trail at Hilliard Road, and a speed limit of 35 MPH. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to establish traffic regulations of a STOP sign on Alpine Trail (CR 384) at Hilliard Road and a 35 MPH speed limit on Alpine Trail (CR384) in the Highlands East Subdivision. All present voting "Aye". MOTION PASSED

- 27284      HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS IN RIM ROCK SUBDIVISION PH. 2, SEC. 2 AND PH. 3, SEC. 2. [T1-51]**

Judge Sumter opened the public hearing. No public input was received. Public hearing was closed. RTPD Director Jerry Borchering gave staff recommendation to establish a stop sign on Seep Rock Cove at Shelf Rock Road, a stop sign on Shelf Rock Road as it "T's" into itself, a stop sign on Pastoral Cove at Bluff Woods Drive, two stop signs Bluff Woods Drive at Sad Willow Pass (one from each direction for a two-way stop), a stop sign on Prairie Grass Cove at Bluff Woods Drive, a stop sign on Applewood Drive at Bluff Woods Drive, a stop sign on Sarahs Spring Cove at Bluff Woods Drive, a separate stop sign on Bluff Woods Drive at Sad Willow Pass as it comes back around and "T's", and a speed limit on all roads of 25 MPH. A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulations establishing STOP signs on Seep Rock Cove at Shelf Drive, on Shelf Rock Road as it "T's" into itself, on Pastoral Cove at Bluff Woods Drive, on Bluff Woods Drive at Sad Willow Pass (one from each direction for a 2-way stop), on Prairie Grass Cove at Bluff Woods Drive, on Applewood Drive at Bluff Woods Drive, on Sarah's Spring Cove at Bluff Woods Drive, on Bluff Woods Drive at Sad Willow Pass as it comes back around and "T's", and a speed limit on all roads in Rim Rock Phase 2 Section 2 and Phase 3 Section 2 of 25 MPH. All present voting "Aye". MOTION PASSED

- 27285      APPROVE DOUBLE FILLING THE POSITION OF ASSISTANT TAX ASSESSOR-COLLECTOR FOR MORE THAN THE STANDARD TWO WEEK PERIOD [T1-72]**

The Assistant Tax Assessor-Collector is retiring on 9/30/2010 and in order to train someone to assume this position Luanne Caraway, Tax Assessor-Collector would like to hire as soon as possible to allow that additional training time. There's a position that has not been filled since March 11, 2010 and with those savings there will be enough to cover the expense of this request. This will also give enough time to at least have this individual partially trained before we get into the busy tax season. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve double filling the position of Assistant Tax Assessor-Collector for more than the standard two week period. All voting "Aye". MOTION PASSED



AUGUST 3, 2010

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**27286 AMEND CONSTABLE PCT. 3 BUDGET TO COVER A SHORTAGE IN CONTINUING EDUCATION LINE ITEM [T1-93]**

Constable Ayres is requesting to move funds from Law Enforcement Supplies and Equipment Maintenance & Repair to be moved into continuing Ed line item to cover the expenses accrued during a civil process class taken by his assistant, Matt Farris. A motion was made by Commissioner Conley, seconded by Commissioner Ford to amend the Constable Pct 3 budget by moving \$152.76 from Law Enforcement Supplies(001-637-00-5206) and \$86.56 from Equipment Maintenance & Repair(001-637-00-5411), for a total of \$239.32, into Continuing Education line item #001-637-00-5551 to cover expenses. All present voting "Aye". MOTION PASSED

**27287 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH VOTEC FOR SOFTWARE AND SERVICES [T1-100]**

This is for the purchase of electronic poll book software. Elections Administrator Joyce Cowan has been preapproved for reimbursement from the Secretary of State, Texas for purchase of this equipment. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to authorize the County Judge to execute a Contract with VOTEC for software and services. All present voting "Aye". MOTION PASSED

**27288 AWARD IFB #2010-B15 FOR THE WINTER'S MILL PARKWAY TRAIL TO MYERS CONCRETE CONSTRUCTION, LP, IN THE AMOUNT OF \$367,417.20, AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT DOCUMENTS AND AMEND THE BUDGET ACCORDINGLY [T1-116]**

On March 30, 2010 the Commissioners Court authorized Purchasing to advertise for bids for the Winter's Mill/Blue Hole Loop Trail Project. Bids were received on June 28, 2010 with ten firms responding. The low bidder was Myers Concrete Construction, LP with a bid of \$367,417.20. The bid has been reviewed by both the engineering firm for the project and the Texas Department of Transportation (TxDOT), and is within the budget allocated. It is recommended that the project be awarded to this firm. This project is funded in part through an Advance Funding Agreement with TxDOT, which will provide 80% of the project costs. The remainder will consist of County matching funds. The amount is \$367,417.20 - TxDOT Funds 80%; County Funds 20% coming out of line item 020-710-99-048.5611 & 145-813-97-048.5611. A motion was made by Commissioner Conley, seconded by Judge Sumter to award IFB #2010-B15 for the Winter's Mill Parkway Trail to Myers Concrete Construction, LP, in the amount of \$367,417.20; authorize the County Judge to execute contract documents; and amend the budget accordingly. All present voting "Aye". MOTION PASSED

**DISCUSSION REGARDING DIRECTION TO STAFF AND THE CITIZEN PARKS AND OPEN SPACE ADVISORY BOARD REGARDING CRITERIA AND PROCESS FOR RECREATION-FOCUSED PROJECTS IN REGARDS TO REMAINING DOLLARS IN 2007 PARKS AND OPEN SPACE BOND FUNDS [T1-505]**

In the Court's discussion on September 15, 2009, it was agreed to move forward with call for projects for conservation land acquisition, but to postpone finalizing the recreation criteria, application and a specific call for recreational projects. Patty Willis (SWIMBERLEY), Michelle Fischer (Dripping Springs City Administrator), Carl Owens (SWIMBERLEY), and Jim Camp (Chair of the Hays County Parks & Open Space Board) made public comment. Commissioner Ford spoke of proposed guidelines for parks & recreation project evaluation. She suggested putting a call out for recreational projects that would meet the proposed criteria.

**PRESENTATION BY ZARA ENVIRONMENTAL REGARDING THE HAYS COUNTY KARST INVERTEBRATE STUDY AND REPORT [T1-175]**

Grants Administrator Jeff Hauff spoke. Kathleen O'Connor (Zara Environmental) presented a draft report regarding the completed study. No action was taken.

**27289 TERMINATE EXISTING INTERLOCAL AGREEMENTS FOR THE 911 ADDRESSING RESPONSIBILITIES IN VARIOUS MUNICIPALITIES THROUGHOUT HAYS COUNTY [T1-370]**

Clint Garza spoke of currently having Interlocal Agreements in place with the Cities of Buda, Kyle, Dripping Springs, Niederwald, and Uhland. Staff has proposed a revised Agreement that complies with most recently adopted Hays County Development Regulations and will replace the existing Agreements as well as serve the Municipalities who do not currently have addressing staff or an Agreement in place. A motion was made by Commissioner Ford, seconded by Judge Sumter to terminate existing Interlocal Agreements for the 911 Addressing responsibilities in various Municipalities throughout Hays County. All present voting "Aye". MOTION PASSED



**27290 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SERIES OF INTERLOCAL AGREEMENTS FOR THE 911 ADDRESSING RESPONSIBILITIES IN VARIOUS MUNICIPALITIES THROUGHOUT HAYS COUNTY [T1-429]**

Currently Hays County Development Services staff is responsible for the assignment of 911 addresses throughout most of Hays County. This area includes the unincorporated areas and all municipalities except the City of San Marcos. It has been 10 years since the adoption of the original agreements and the revised agreements and the revised agreement will ensure compliance with currently adopted development regulations. A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute a series of Interlocal Agreements for the 911 Address responsibilities in various Municipalities throughout Hays County. All present voting "Aye". MOTION PASSED

**27291 APPROVE WORK AUTHORIZATION/AMENDMENT TO THE MASTER AGREEMENT BETWEEN LOCKWOOD, ANDREWS & NEWNAM, INC (LAN) AND HAYS COUNTY FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE DACY LANE PROJECT [T1-462]**

The Court awarded the Dacy Lane Construction Contract to Capital Excavation Inc. The bid came in at \$5.7M, 30% below the engineer's estimate of \$8.2M. This action would allow for Construction Administration and Inspection Services as outlined in the back-up. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve Work Authorization/Amendment to the Master Agreement between Lockwood, Andrews & Newnam, Inc (LAN) and Hays County for construction administration and inspection services for the Dacy Lane Project. All present voting "Aye". MOTION PASSED

**27292 APPROVE DEPARTMENT REORGANIZATION FOR THE DEVELOPMENT SERVICES DIVISION OF THE RESOURCE PROTECTION, TRANSPORTATION, AND PLANNING (RPTP) DEPARTMENT, APPROVING THE NEW AND/OR REVISED JOB DESCRIPTIONS, AND AUTHORIZING HUMAN RESOURCES TO POST THE POSITIONS [T1-485]**

On July 22, 2010, the Commissioners Court approved, in theory, a further reorganization of the Resource Protection, Transportation, and Planning (RPTP) Department to create a Natural Resources Program under the Development Services Division under which all current and future environmental compliance and conservation staff members will operate. The Court directed staff to place the item on a future agenda for formal approval and post the new/revised positions. A motion was made by Judge Sumter, seconded by Commissioner Ford to approve Department Reorganization for the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department, approving the new and/or revised job descriptions, and authorizing Human Resources to post the positions. All present voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #20 RE: DISCUSSION OF 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 was PULLED.**

**Clerk's Note: Agenda Item #21 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.**

**DISCUSSION OF DEPARTMENTAL BUDGET**

[T1-1215] Judge Sumter spoke of request from "Healthy Communities Collaborative" and "Hays County Breast Cancer Education Program". Recommendation: \$10,000 for Breast Cancer Education Program – contingent on contributions from other entities. \$20,000 for Healthy Communities Collaborative.

Court was adjourned.

**I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on AUGUST 3, 2010.**



**LINDA C. FRITSCHKE, 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

**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 Health Services Agreement between Hays County Personal Health Department (PHD) and Community Action Inc., of Hays, Caldwell, & Blanco Counties for September 1, 2010 through August 31, 2011.**

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Ingalsbe

**SUMMARY:** This is an agreement renewed annually between the PHD and Community Action, Inc., of Hays, Caldwell, & Blanco Counties for the PHD to provide the annual physicals for the Head Start students. If the students have Medicaid or CHIP insurance, the PHD bills these entities for the services. Community Action reimburses the PHD for students without Medicaid or CHIP at the rate of \$25.00 per exam and \$15.00 for lead testing.

## **COMMUNITY ACTION INC., OF HAYS, CALDWELL, & BLANCO COUNTIES**

### **HEALTH SERVICES AGREEMENT**

This Agreement is made between Community Action Inc., of Hays, Caldwell and Blanco Counties Head Start Program and Hays County Personal Health Dept. The purpose of this agreement is to outline the roles and responsibilities of Head Start and the Hays County Personal Health Dept. as they partner to provide comprehensive health services to Head Start eligible children.

#### **DURATION AND TERMINATION:**

This Agreement commences on the date signed by the Hays County Personal Health Dept. and remains in effect until **July 31, 2011**. This Agreement may be terminated by mutual agreement of both parties, or either party may terminate this Agreement upon thirty days written notice.

#### **HAYS COUNTY PERSONAL HEALTH DEPT. RESPONSIBILITIES:**

1. Hays County Personal Health Dept. will provide a Texas Licensed Nurse Practitioner with advanced preparation in physical assessments, or a Registered Nurse, to conduct each physical exam.
2. Hays County Personal Health Dept. will complete physical exams on Head Start children following the Texas Health Steps Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Medical Checkups Periodicity Schedule. Each physical exam must include all of the following services:
  - 1) Comprehensive health and developmental history;
  - 2) Comprehensive unclothed physical exam which must include assessment of the following systems:
    - a) Skin
    - b) Head, eyes, ears, nose, and throat (HEENT)
    - c) Dental
    - d) Heart
    - e) Chest/lungs
    - f) Abdomen (including hernia)
    - g) Skeletal
    - h) Neurological (includes evaluation of cerebral, cranial nerve, and cerebellar functions, motor and sensory systems, and reflexes)
    - i) Genitalia, (included observation of appropriate sexual development)
  - 3) Appropriate immunizations – (according to the schedule established by the Advisory Committee on Immunization Practices (ACIP) for pediatric vaccines);
  - 4) Laboratory test – (Hemoglobin/Hematocrit required at 6 months, 12 months and 2 years of age); Lead Test required at 12 months and again at 24 months. Children between the ages of 3 and 6 years of age must also have a blood lead screening if a Lead screening has not been previously done; and TB test required if child fails the TB Questionnaire;
  - 5) Measurements – (to include Height, Weight, Body Mass Index (BMI), Head Circumference and Blood Pressure (B/P);

- 6) Nutritional Assessment – Dietary practices are assessed to identify unusual eating habits such as pica or extended use of baby bottle feedings. Quality and quantity determination of the child's diet should be made.
3. Hays County Personal Health Dept. will bill Medicaid or CHIPS for services provided to Head Start children eligible for Medicaid or CHIPS reimbursement.
4. Hays County Personal Health Dept. will bill Community Action twenty-five dollars (\$25.00) per child for physical exams, immunizations and lab test and fifteen dollars (\$15.00) per child for Lead Test on all Head Start children not eligible for Medicaid or CHIPS.

**COMMUNITY ACTION RESPONSIBILITIES:**

1. Community Action Health Services Coordinator will meet with Hays County Personal Health Director and Clinic Manager to schedule appointments for physical exams.
2. Community Action staff will complete developmental, vision, and hearing screenings on all Head Start children within 45 days of the child entering the Head Start classroom.
3. Community Action staff will complete TB Questionnaires on all Head Start children at the time of enrollment.
4. Prior to physical exams, the Health Services Coordinator will review screenings/questionnaires on all Head Start children and document abnormal results for further evaluation by the Hays County Personal Health Dept. Nurse Practitioner during the physical exam.
5. Health Services Coordinator will follow-up on written referrals for Head Start children provided by the Hays County Personal Health Dept. Nurse Practitioner.
6. Community Action will be responsible for the payment of the CHIP deductible, if needed.

Approved by:

\_\_\_\_\_  
County Judge, Hays County, Texas,      Date

\_\_\_\_\_  
Community Action - Head Start Director,      Date

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Approve renewal of contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department.**

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$100.00 per visit

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 120-675-00.5448

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Ingalsbe

**SUMMARY:**

**This is an annual contract for Mr. John Carson, R.Ph to provide pharmacy consultation services and monthly audits to the Hays County Personal Health Department. Retention of a professional Pharmacist-in-Charge (P.I.C.) is required due to the Health Department's designation as a Class D Pharmacy. The Texas State Board of Pharmacy requires a monthly inspection and an annual inservice. These services will be provided from September 1, 2010 through August 31, 2011.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve renewal of contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$100.00 per visit

**LINE ITEM NUMBER:** 120-675-00.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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





# **HAYS COUNTY PERSONAL HEALTH DEPARTMENT**

## **CONSULTING AGREEMENT BETWEEN HAYS COUNTY AND JOHN CARSON**

STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS               §

### **RECITALS**

**WHEREAS**, Hays County Personal Health Dept. is required to retain a professional Pharmacist-in-charge (P.I.C.) to assist with consultation services for the County Health Department; and,

**WHEREAS**, the Hays County Commissioners' Court approved an Agreement between Hays County and John Carson, R.Ph.

**NOW, THEREFORE**, in consideration of the mutual promise and covenants contained in this agreement, it is hereby agreed as follows:

### **SECTION 1. PARTIES**

This consulting agreement is entered into between Hays County, Texas (hereinafter referred to as "County") represented by Hays County Judge Elizabeth Sumter and John Carson, R.Ph. (hereinafter referred to as P.I.C.)

### **SECTION 2. TERM OF AGREEMENT**

The term of this Agreement shall begin on October 1, 2010 and extend for a period of twelve months to expire on September 30, 2011.

### **SECTION 3. PERFORMANCE**

#### **3.1 P.I.C. agrees to:**

- (a) Annually review the County's Current Health/Rx policies and procedures, and
- (b) Perform a site inspection of the facilities at least once a calendar quarter, and
- (c) Provide updates on laws and regulations that pertain to Class D Pharmacies, and
- (d) Provide services not listed above as may be necessary or negotiated.



# **HAYS COUNTY PERSONAL HEALTH DEPARTMENT**

P.I.C. further agrees to provide annual staff education on subject of his/her choice.

## **SECTION 4. STANDARD OF PERFORMANCE**

Pharmacist-in-Charge shall use ordinary care and reasonable diligence in the exercise of his/her duties, but shall not be liable for any mistake of judgment or other action taken in good faith or for any loss unless resulting from its gross negligence. It is the intent of the County that the Pharmacist-in-Charge perform the duties outlined in Section 3 above in a manner that includes full disclosure to the County of any pertinent information relating to policies/procedures, and laws and regulations pertaining to Class "D" Pharmacies.

## **SECTION 5. PAYMENT**

The County shall pay John Carson, R.Ph a total fee of \$100.00 (One Hundred Dollars) per visit to complete the consulting services described in Section 3. The County shall make timely payments.

## **SECTION 6. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and any changes or modifications to this Agreement must be approved by the Hays County Commissioners' Court.

## **SECTION 7. TERMINATION**

This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective thirty (30) days after receipt of the notice.

## **SECTION 8. CODE OF ETHICS AND STATE LAWS**

John Carson, R.Ph hereby agrees to comply with the Hays County Code of Ethics attached hereto and incorporated for all purposes and with all applicable state laws in the performance of this Agreement including, but not limited to, the Public Information Act and Open Meetings Act.

## **SECTION 9. VENUE**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and the venue for any dispute arising from the performance of this Agreement shall be in Hays County, Texas.



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## SECTION 10. INDEMNIFICATION

John Carson, R.Ph shall indemnify and hold harmless all employees and agents of Hays County from any and all claims, demands, damages, expenses, liabilities and injuries to persons or property arising from the negligent acts, errors or omissions of John Carson, R.Ph in performance of this Agreement to the extent allowable under the laws of the State of Texas.

## SECTION 11. NOTICE

Notices provided for by this agreement shall be forwarded to the addresses below:

John Carson, R.Ph  
606 Franklin Drive  
San Marcos, TX 78666

Hays County  
111 E. San Antonio Street  
San Marcos, Texas 78666

HAYS COUNTY

John Carson, R.Ph

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

\_\_\_\_\_  
Date

*John Carson*  
\_\_\_\_\_  
John Carson, R.Ph  
*July 22, 2010*  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Linda C. Fritsche  
Hays County Clerk

## *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 renewal of contract for Dr. Charles P. Anderson, M.D., to provide services for the Hays County Personal Health Department Family Clinic.**

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$100.00 per visit

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 120-675-07.5448

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Ingalsbe

**SUMMARY:**

**This is an annual contract for Dr. Charles Anderson to provide consultation and supervisory services to the Hays County Personal Health Department Family Clinic and its Family Nurse Practitioner. Dr. Anderson provides these services on a rotating schedule with Dr. Alberto Santos. These services will be provided from September 1, 2010 through August 31, 2011.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve renewal of contract for Dr. Charles P. Anderson, M.D., to provide services for the Hays County Personal Health Department Family Clinic.

**PREFERRED MEETING DATE REQUESTED:** August 3, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$100.00 Per visit

**LINE ITEM NUMBER:** 120-675-07.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## **HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT**

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Family Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: \_\_\_\_\_

Date: 7/21/10

Printed Name: Charles P. Anderson, M.D.

Complete Address: 1400 HWY 123 San Marcos, TX 78666

State License#: E1801

Expiration Date: 02/28/2011

\_\_\_\_\_  
Elizabeth Sumter, Hays County Judge  
Hays County Personal Health Dept.

\_\_\_\_\_  
Date

**401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520**

## *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 renewal of contract for Dr. Alberto Santos III, D.O., to provide services for the Hays County Personal Health Department Family Clinic.**

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

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$100.00 per visit**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-07.5448**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Ingalsbe**

**SUMMARY:**

**This is an annual contract for Dr. Alberto Santos to provide consultation and supervisory services to the Hays County Personal Health Department Family Clinic and its Family Nurse Practitioner. Dr. Santos provides these services on a rotating schedule with the Medical Director/Health Authority. These services will be provided from September 1, 2010 through August 31, 2011.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve renewal of contract for Dr. Alberto Santos III, D.O., to provide services for the Hays County Personal Health Department Family Clinic.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$100.00

**LINE ITEM NUMBER:** 120-675-07.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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






# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Family Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature:  Date: 7/28/20

Printed Name: Alberto Santos III. D.O.

**Complete Address:** 132 Jackson Lane #112, San Marcos, TX, 78666

State License#: L5125

Expiration Date: 05/31/2011

Elizabeth Sumter, Hays County Judge  
Hays County Personal Health Dept.

## *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 contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic.

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$100.00 per visit

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 120-675-99-020.5448

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Ingalsbe

**SUMMARY:**

This is a contract for Dr. Charles Anderson to provide consultation and supervisory services to the Hays County Personal Health Department Women's Health clinic and its Family Nurse Practitioner. Dr. Anderson will provide these services for the clinic's family planning clients. These services will be provided from September 1, 2010 through August 31, 2011.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic.

**PREFERRED MEETING DATE REQUESTED:** August 3, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$100.00

**LINE ITEM NUMBER:** 120-675-99-020.5448

**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:** \_\_\_\_\_



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Women's Health Family Planning Clinic. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: \_\_\_\_\_

Date: 7/21/10

Printed Name: Charles P. Anderson, M.D.

Complete Address: 1400 HWY 123 San Marcos, TX 78666

State License#: E1801

Expiration Date: 02/28/2011

\_\_\_\_\_  
Elizabeth Sumter, Hays County Judge  
Hays County Personal Health Dept.

\_\_\_\_\_  
Date

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

Approve renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Beth D. Reid, MD, Dr. Barrett Randall Blaue, M.D., and Dr. Teresa Irwin, MD.

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$100.00 per clinic

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 120-675-99-020.5448

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Ingalsbe

**SUMMARY:**

These are annual contracts for Doctors' Reid, Blaue, and Irwin to provide physician services, consultation, and supervision for maternity and post-partem clients of the Hays County Personal Health Department Women's Clinic. Under the Title V grant program they will also provide prenatal visits at their location for high risk clients and tubal ligations as they are able. These services will be provided from September 1, 2010 through August 31, 2011.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Beth D. Reid, MD, Dr. Barrett Randall Blaue, M.D., and Dr. Teresa Irwin, MD.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$100.00 per clinic

**LINE ITEM NUMBER:** 120-675-99-020.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Maternity Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: \_\_\_\_\_

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

Printed Name: Teresa Irwin, M.D.

Complete Address: 1305 Wonder World Dr. Ste#209, San Marcos, TX 78666

State License#: K3911

Expiration Date: 02/28/2011

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

\_\_\_\_\_  
Date

Hays County Personal Health Dept.



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## TITLE V SERVICE AGREEMENT

I agree to provide physician services to patients who are eligible for Title V reimbursement through Hays County Personal Health Department. The agreed upon fee for these services will be as follows:

Prenatal Visit      \$40.00

These physician services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid by the County of Hays on a monthly basis.

This agreement can be terminated by either party on a 30 day notice. Services will be provided from September 1, 2010 through August 31, 2011.

Physician Signature: \_\_\_\_\_

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

Printed Name: Teresa Irwin, M.D.

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

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

**401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520**





# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Maternity Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: [Signature] Date: 7/19/2010

Printed Name: Barrett Randall Blaue, M.D.

Complete Address: 1305 Wonder World Dr. Ste#209, San Marcos, TX, 78666

State License#: N2008

Expiration Date: 08/31/2010

\_\_\_\_\_  
Elizabeth Sumter, Hays County Judge  
Hays County Personal Health Dept.

\_\_\_\_\_  
Date



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## TITLE V SERVICE AGREEMENT

I agree to provide physician services to patients who are eligible for Title V reimbursement through Hays County Personal Health Department. The agreed upon fee for these services will be as follows:

Prenatal Visit      \$40.00

These physician services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid by the County of Hays on a monthly basis.

This agreement can be terminated by either party on a 30 day notice. Services will be provided from September 1, 2010 through August 31, 2011.

Physician Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "RB", written over a horizontal line.

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

7/19/2010

Printed Name: Barrett Randall Blaue, M.D.

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

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

**401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520**



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Maternity Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2010 through August 31, 2011. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: *[Signature]* Date: 7/22/10

Printed Name: Beth D. Reid, M.D.

**Complete Address:** 1305 Wonder World Dr. Ste#209, San Marcos, TX 78666

State License#: L2862

Expiration Date: 08/31/2010

Elizabeth Sumter, Hays County Judge  
Hays County Personal Health Dept.



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## TITLE V SERVICE AGREEMENT

I agree to provide physician services to patients who are eligible for Title V reimbursement through Hays County Personal Health Department. The agreed upon fee for these services will be as follows:

Prenatal Visit      \$40.00

These physician services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid by the County of Hays on a monthly basis.

This agreement can be terminated by either party on a 30 day notice. Services will be provided from September 1, 2010 through August 31, 2011.

Physician Signature: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Beth D. Reid", is written over a horizontal line.

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

7/22/10

Printed Name: Beth D. Reid, M.D.

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

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

**401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520**

## *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 renewal of contract reappointing Dr. Charles P. Anderson, MD as the Local Health Authority of Hays County pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code.**

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$6000.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 120-675-00.5448

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Judge Sumter

**SUMMARY:**

**This is an annual renewal for Dr. Anderson to provide services as the Local Health Authority to Hays County and Hays County Personal Health Department.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve renewal of contract reappointing Dr. Charles P. Anderson, MD as the Local Health Authority of Hays County pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$6,000.00

**LINE ITEM NUMBER:** 120-675-00.5448

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## Certificate of Appointment

For a

### Local Health Authority

I, Elizabeth Sumter, acting in the capacity as a

(Check the appropriate designation below)

- ☐ Non-physician and the Local Health Department Director  
☐ Mayor or Designee  
☒ County Judge of Designee  
☐ Chairperson of the Public Health District

do hereby certify the physician, Charles P. Anderson, M.D., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Hays County, Texas.

Date term of office begins August 12, 20 10

Date term of office ends August 12, 20 12, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☐ Director, \_\_\_\_\_  
☐ City Council for the City of \_\_\_\_\_  
☒ Commissioners Court for Hays County  
☐ Board of Health for the \_\_\_\_\_ Public Health District

I certify to the above information on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of appointing official

(See reverse side for instructions)



# **HAYS COUNTY PERSONAL HEALTH DEPARTMENT**

## **AGREEMENT RELATING TO THE APPOINTMENT OF CHARLES P. ANDERSON, M.D. AS THE HAYS COUNTY LOCAL HEALTH AUTHORITY**

**STATE OF TEXAS**

§

**COUNTY OF HAYS**

§

§

This Agreement is entered into by and between the County of Hays ("County") and Dr. Charles P. Anderson, M.D. ("Local Health Authority") pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code.

### **SECTION 1. QUALIFICATIONS AND STATUS OF LOCAL HEALTH AUTHORITY**

The Local Health Authority hereby represents that he is a resident of Hays County, Texas and is a competent, licensed physician with an unrestricted license from the Texas state Board of Medical Examiners. For purposes of this Agreement, the Local Health Authority is an independent contractor and shall not be considered an employee or agent of Hays County, Texas.

### **SECTION 2. TERM OF AGREEMENT**

The term of this Agreement shall be one year (pursuant to Section 121.023, Texas Health & Safety Code) beginning on September 1, 2010 extending through August 31, 2011.

### **SECTION 3. DUTIES OF THE PARTIES**

The Local Health Authority agrees to:

- Provide consultation and direction concerning medical professional issues as needed by personal health department staff.
- Act as Hays County personal health representative during times of disasters, communicable disease outbreaks and epidemics of disease within the county.
- Act as liaison for public health and/or medical professional issues within the medical professional community, the media and county officials.
- Review and/or revise all health department protocols, including, but not limited to, immunizations, maternal and child health, and communicable disease control.
- Establish, maintain and enforce control measures regarding communicable or infectious diseases.
- Ensure reporting by local physicians and health care providers of contagious, infectious, and dangerous epidemic diseases to the responsible DSHS Regional Office.
- Enforce state and local public health laws, rules, requirements, and ordinances regarding sanitation and control measures
- Ensure local adherence to state law regarding vital statistics collections including accuracy of birth and death records.





# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

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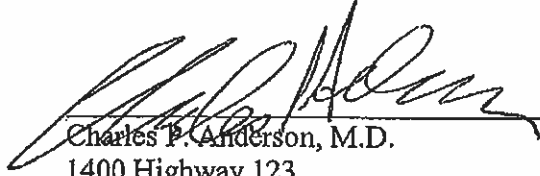
The county agrees to:

- Pay the Local Health Authority \$6,000.00 per year to be paid on a monthly basis at a rate of \$500.00 per month

## SECTION 4. TERMINATION OF THE AGREEMENT

The Local Health Authority may be removed from office for cause under the personnel procedures applicable to Hays County department heads pursuant to Section 121.025, Texas health & Safety Code.

\_\_\_\_\_  
Hays County Judge Elizabeth Sumter  
Hays County Courthouse  
San Marcos, Texas 78666

  
\_\_\_\_\_  
Charles P. Anderson, M.D.  
1400 Highway 123  
San Marcos, Texas 78666  
Texas State License Number E1801

ATTEST:

\_\_\_\_\_  
Linda C. Fritsche, Hays County Clerk



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

## AGREEMENT RELATING TO THE APPOINTMENT OF CHARLES P. ANDERSON, M.D. AS THE HAYS COUNTY LOCAL HEALTH AUTHORITY

STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS               §

This Agreement is entered into by and between the County of Hays ("County") and Dr. Charles P. Anderson, M.D. ("Local Health Authority") pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code.

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401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



# HAYS COUNTY PERSONAL HEALTH DEPARTMENT

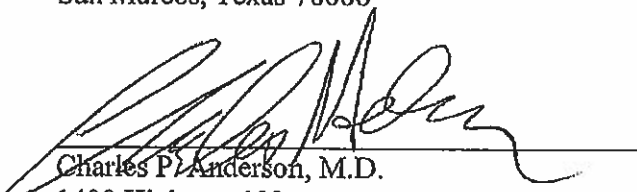
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The Local Health Authority may be removed from office for cause under the personnel procedures applicable to Hays County department heads pursuant to Section 121.025, Texas health & Safety Code.

Hays County Judge Elizabeth Sumter  
Hays County Courthouse  
San Marcos, Texas 78666

  
Charles P. Anderson, M.D.  
1400 Highway 123  
San Marcos, Texas 78666  
Texas State License Number E1801

ATTEST:

Linda C. Fritsche, Hays County Clerk

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520

## *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 award of Bid #2010-B18 "Concrete Contractor (on an as needed basis) to Myers Concrete Construction".**

**CHECK ONE:**

☒ XCONSENT

☐ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Borcherding**

**SPONSORED BY: Sumter**

**SUMMARY:** Three responses were received with Myers Concrete Construction having the lowest bid. After review of the bids it is the recommendation to award to Myers Concrete Construction. (see attached tabulation) Award of the bid was based on the lowest per man-hour rate, and the experience and ability to meet requirements.

**Tabulation for Bid #2010-B18 Concrete Contractor**

**Myers Concrete Construction            \$29.69 (per man hour rate)**  
**P O Box 2928**  
**Wimberley Texas 78676**  
**512-847-8000**  
**Randy Meyers**

**BPI Environmental Services            \$29.92 (per man hour rate)**  
**P O Box 341839**  
**Lakeway Texas 78734**  
**512-288-5522**  
**Shane Bauerle**

**Ben Reyna Contracting            \$68.00 (per man hour rate)**  
**12274 Bandera Road Suite 212**  
**Helotes Texas 78023**  
**210-372-0077**  
**Daniel Ortega**

## *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: Amend Personal Health, Immunization budget to record additional program income and expenditures.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$20,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-018**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Liz Sumter**

**The Personal Health Department is contracted with the Department of State Health Services for the Immunization program. Per the contract, funds received as a result of services provided through the Immunization program must be rolled back into the program. This will be funded with program income received for immunization services.**

#### **Budget Amendment:**

120-675-99-018.4440 – program income:(20,000)

120-675-99-018.5211 – office supplies: 5,155

120-675-99-018.5231 – medical supplies: 5,000

120-675-99-018.5489 – telephone: 2,200

120-675-99-018.5719 – misc equipment: 7,645

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Personal Health, Immunization budget to record additional program income and expenditures.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$20,000.00

**LINE ITEM NUMBER:** See budget amendment

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *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 April 2010 Treasurer's Report**

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

**PREFERRED MEETING DATE REQUESTED: 8/10/10**

**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 April 2010 Treasurer's Report and Investment Report**



# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF APRIL 2010

## CHECKING

OPERATING FUNDS:	BEGINNING		Interest	Revenues	Deposits	Disbursements	Transfer to	ENDING	Total	TOTAL
	BALANCE				From Investments		Investments	BALANCE	Investments	FUND
General	\$ 33,459.16	\$ 116.44	\$ 2,404,254.41	\$ 2,855,000.00	\$ 5,183,508.47	\$ -	\$ -	\$ 109,321.54	\$ 39,830,305.57	\$ 39,939,627.11
Road and Bridge General	\$ 25.92	\$ 14.23	\$ 250,282.74	\$ 442,447.66	\$ 666,197.70	\$ -	\$ -	\$ 24,572.85	\$ 6,066,740.34	\$ 6,091,313.19
Medical and Dental Fund	\$ 3.07	\$ 1.26	\$ 391,752.72	\$ -	\$ 391,754.79	\$ -	\$ -	\$ 2.26	\$ 366,462.50	\$ 366,464.76
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 3,379.70	\$ -	\$ -	\$ -	\$ -	\$ 3,380.70	\$ 63,218.94	\$ 66,599.64
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ 179.47	\$ 1,063.73	\$ 1,244.20	\$ -	\$ -	\$ -	\$ 10,534.65	\$ 10,534.65
Hot Check Fee Fund	\$ 12,856.12	\$ -	\$ 1,679.26	\$ -	\$ 614.39	\$ -	\$ -	\$ 13,920.99	\$ -	\$ 13,920.99
Health Services Grants	\$ 23.49	\$ 3.39	\$ 48,606.96	\$ -	\$ -	\$ -	\$ -	\$ 48,635.86	\$ 39.42	\$ 48,675.28
Family Health Services	\$ 2,883.41	\$ 4.74	\$ 93,294.67	\$ 77,068.63	\$ 172,602.45	\$ -	\$ -	\$ 649.00	\$ 420.72	\$ 1,069.72
Juvenile Detention Center	\$ 52,966.36	\$ 33.45	\$ 391,563.98	\$ 115,000.00	\$ 430,874.62	\$ -	\$ -	\$ 128,689.17	\$ 7,005.06	\$ 135,694.23
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ 72,949.55	\$ -	\$ -	\$ -	\$ 72,950.55	\$ 600,873.35	\$ 673,823.90
Historical Commission Trust Fund	\$ 826.50	\$ -	\$ 492.50	\$ -	\$ -	\$ -	\$ -	\$ 1,319.00	\$ 21,685.14	\$ 23,004.14

## CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,270.57	\$ 4,270.57
Road Construction Bond 2006	\$ -	\$ -	\$ -	\$ 14,091.36	\$ 14,090.36	\$ -	\$ -	\$ 1.00	\$ 1,978,785.12	\$ 1,978,786.12
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ 326,687.79	\$ 326,687.79	\$ -	\$ -	\$ 1.00	\$ 5,004,564.86	\$ 5,004,565.86
Certificates of Obligation 2009	\$ 3.22	\$ -	\$ -	\$ 27.78	\$ 30.00	\$ -	\$ -	\$ 1.00	\$ 7,021,286.06	\$ 7,021,287.06
Road Construction Bond 2009	\$ 2.16	\$ 1.58	\$ -	\$ 127,761.47	\$ 127,763.63	\$ -	\$ -	\$ 1.58	\$ 8,124,172.80	\$ 8,124,174.38
Pass Thru Revenue Bond 2009	\$ 5.04	\$ 18.04	\$ 3,841.98	\$ 2,973,429.51	\$ 2,977,275.53	\$ -	\$ -	\$ 19.04	\$ 31,552,969.19	\$ 31,552,988.23
Certificates of Obligation 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,502,779.47	\$ 70,502,779.47
ICDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 203,653.94	\$ 10,675.52	\$ 14,167.07	\$ -	\$ -	\$ 200,163.39	\$ 196,131.40	\$ 396,294.79
Cedar Oaks Mesa	\$ 59,891.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,891.00	\$ -	\$ 59,891.00

## INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 4.50	\$ 5.97	\$ 29,091.63	\$ -	\$ -	\$ -	\$ -	\$ 29,102.10	\$ 8,328,482.00	\$ 8,357,584.10
<b>GRAND TOTALS:</b>	\$ 162,954.96	\$ 199.10	\$ 3,822,075.98	\$ 7,016,203.00	\$ 10,308,811.00	\$ -	\$ -	\$ 692,622.04	\$ 179,670,727.16	\$ 180,363,349.20

## Transfers Outstanding:

General Fund to Juvenile Center \$426,000.00  
General Fund to Cedar Oaks Mesa \$56,429.00

# Hays County Treasurer's Investment Report

For April 2010

PAGE 1

## SAGE CAPITAL BANK

Description	3/31/10 Balance	Interest	Deposits	Debits	4/30/10 Balance
All Funds (see Page 1)	\$ 162,954.96	199.10	10,838,278.98	10,308,811.00	692,622.04

## TEXPOOL

Description	3/31/10 Balance	Interest	Deposits	Debits	4/30/10 Balance
General	\$ 20,867,156.14	2,821.13	359,314.87	2,855,000.00	18,374,292.14
Road and Bridge General	\$ 4,709,381.63	627.98	49,052.34	442,447.66	4,316,614.29
Medical and Dental Fund	\$ 355,027.12	48.52	-	-	355,075.64
Sheriff's Drug Forfeiture	\$ 63,210.30	8.64	-	-	63,218.94
D.A. Drug Forfeiture	\$ 11,534.48	1.52	-	1,063.73	10,472.27
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 121,997.91	7.15	-	-	7,005.06
Tobacco Settlement Fund	\$ 600,791.27	82.08	-	115,000.00	600,873.35
Historical Commission Trust	\$ 14,477.50	1.98	-	-	14,479.48
Certificates of Obligation '05	\$ 4,269.96	0.61	-	-	4,270.57
Road Construction 2006	\$ 1,992,604.78	271.70	-	14,091.36	1,978,785.12
Parks Bond 2008	\$ 2,327,446.18	285.47	-	326,687.79	2,001,043.86
Certificates of Obligation '09	\$ 3,016,083.51	412.12	-	27.78	3,016,467.85
Road Construction 2009	\$ 3,245,380.41	438.43	-	127,761.47	3,118,057.37
Pass Thru Revenue 2009	\$ 15,504,753.43	1,901.72	-	2,973,429.51	12,533,225.64
Certificates of Obligation '10	\$ 206,779.77	27.15	70,500,000.00	-	70,502,779.47
LCRA Service Fee Fund	\$ 5,697,869.30	798.90	449,496.85	10,675.52	196,131.40
Hays County I & S					6,148,165.05
All Funds	58,738,766.60	10,514.57	71,357,864.06	6,866,184.82	123,240,960.41
ICT Funds Management	0.0500%	NAV 1.00			
Description	3/31/10 Balance	Interest	Deposits	Debits	4/30/10 Balance
General	\$ 11,253,600.62	559.63	-	-	11,254,160.25
Parks Bond 2008	\$ 1,000,491.16	49.74	-	-	1,000,540.90
Certificates of Obligation '09	\$ 1,000,491.16	49.74	-	-	1,000,540.90
Road Construction 2009	\$ 1,000,491.16	49.74	-	-	1,000,540.90
Pass Thru Revenue 2009	\$ 8,003,928.99	398.03	-	-	8,004,327.02
All Funds	22,259,003.09	1,106.86	-	-	22,260,109.97

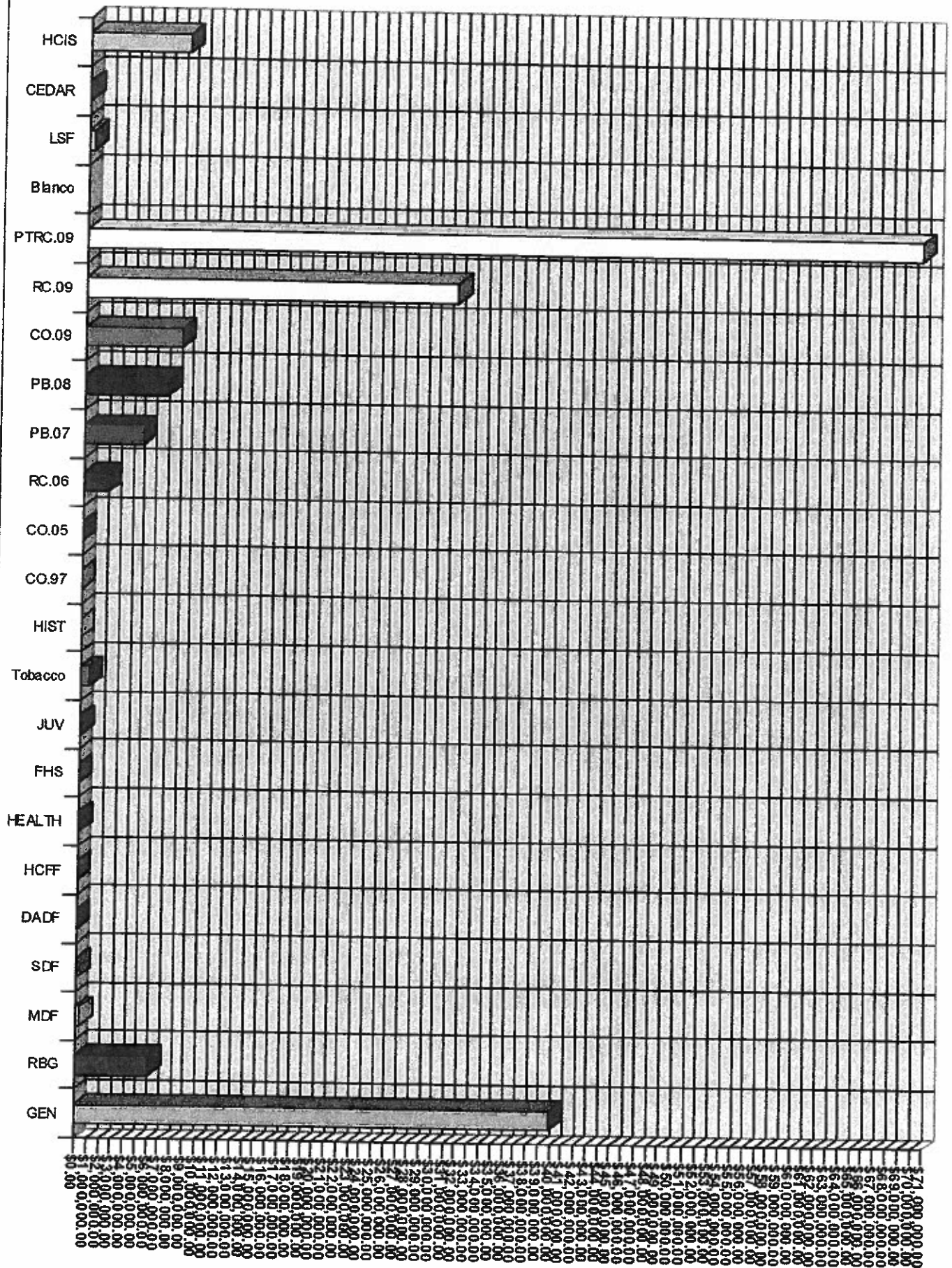
CLASS - MBIA		0.2200%	NAV 1.00						
Description		3/31/10 Balance	Interest	Deposits	Debits		4/30/10 Balance		
General		\$ 3,741,009.16	675.02	-	-		3,741,684.18		
Parks Bond 2008		\$ 2,002,618.73	361.37	-	-		2,002,980.10		
Certificates of Obligation '09		\$ 2,002,618.73	361.37	-	-		2,002,980.10		
Road Construction 2009		\$ 2,002,618.73	361.37	-	-		2,002,980.10		
Pass Thru Revenue 2009		\$ 6,007,855.96	1,084.05	-	-		6,008,940.01		
All Funds		15,756,721.31	2,943.18	-	-		15,759,564.49		
LOGIC		0.1894%	NAV 1.000019						
Description		3/31/10 Balance	Interest	Deposits	Debits		4/30/10 Balance		
General		\$ 5,504,337.58	856.80	-	-		5,505,194.38		
Road and Bridge General		\$ 1,749,853.67	272.38	-	-		1,750,126.05		
Medical and Dental Fund		\$ 1,386.64	0.22	-	-		1,386.86		
D.A. Drug Forfeiture		\$ 62.37	0.01	-	-		62.38		
Health Services Grants		\$ 36.50	0.01	-	-		36.51		
Family Health Services		\$ 77,478.97	10.38	-	-		77,489.35		
Historical Commission Trust		\$ 7,204.54	1.12	-	-		7,205.66		
Certificates of Obligation '09		\$ 1,001,141.37	155.84	-	-		1,001,297.21		
Road Construction 2009		\$ 2,002,282.76	311.67	-	-		2,002,594.43		
Pass Thru Revenue 2009		\$ 5,005,697.34	779.18	-	-		5,006,476.52		
Hays County I & S		\$ 1,930,054.44	300.43	-	-		1,930,354.87		
All Funds		17,279,536.18	2,688.04	-	77,068.63		17,205,155.59		
TREASURY BILLS AND NOTES									
Description		Price	Yield/ Maturity	Par Value	Balances 3/31/10 Book Value	Market Value	Transactions Purchases	Maturities	Balances 4/30/10 Par Value Book Value Market Value
912795UP4		99.9861	Hays County I & S 4/29/2010	250,000.00	249,962.08	249,978.61		250,000.00	
912795US8		99.9747	General 5/27/10	500,000.00	499,930.49	499,941.80		500,000.00	
912795US8		99.9684	General 06/3/10	100,000.00	99,974.72	99,997.58		100,000.00	
912795US22		99.9633	General 07/22/10	200,000.00	199,938.81	199,950.22		200,000.00	
912795U74		99.9621	Hays County I & S 7/29/2010	250,000.00	249,962.08	249,978.61		250,000.00	
TOTAL			General	1,050,000.00	1,049,804.10	1,049,868.01	750,000.00	750,000.00	1,050,000.00 1,049,630.32 1,049,685.30

# LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

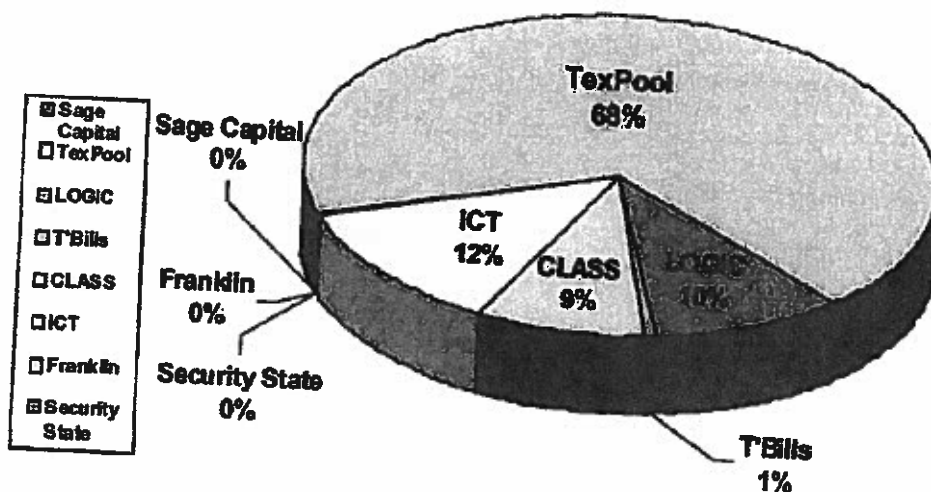
PAGE 3

Description	Fund	Yield/ Maturity	Par Value	Balances 3/31/10		Transactions		Balances 4/30/10	
				Book Value	Market Value	Purchases	Maturities	Par Value	Book 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
Security State Bank	General	3.06% 6/14/10	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
Security State Bank	General	2.94% 7/10/10	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
Security State Bank	General	2.56% 1/4/13	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
Security State Bank	General	2.99% 1/4/13	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
Franklin Bank	General	2.64% 8/8/12	30,888.19	30,888.19	30,888.19			30,888.19	30,888.19
Franklin Bank	General	1.91% 10/19/11	8,052.68	8,052.68	8,052.68			8,052.68	8,052.68
TOTAL			155,306.38	155,306.38	155,306.38	-	-	155,306.38	155,306.38
TOTAL Fund Balances			115,402,092.62				180,363,349.20		
BENCHMARK									
CURRENT 90 DAY TREASURY BILL YIELDING			0.157						

# Fund balances for 4/30/10



# INVESTMENT ALLOCATION TOTALS APRIL 2010



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*  
Bill Herzog, Hays County Auditor

*Michele Tuttle*  
Michele Tuttle, Hays County Treasurer

*Britney Richey*  
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 reduction in Hays County Excess or Umbrella Liability Insurance coverage for the RPTP Facility Addition to not less than \$2,500,000 per occurrence and authorize the County Judge to execute a Change Order.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:** Per Article 6.4(h) of Exhibit B: General Conditions of the Contract between Hays County and the Contractor for the RPTP Facility Addition, Excess or Umbrella Liability insurance with coverage for not less than \$5,000,000 per occurrence is requested.

Considering the total construction cost and expected value of the existing building, Broaddus recommends reducing the requested Excess or Umbrella Liability insurance coverage to not less than \$2,500,000 per occurrence. This reduction in insurance coverage will reduce the overall premiums being paid for by the County. Any savings realized from the reduction in coverage will be reimbursed to the Contractor's Contingency through the required change order procedures outlined in the Contract.

Commissioners Court on July 20<sup>th</sup> considered this matter and gave positive input toward reducing the coverage amount, however the Court needs to finalize that decision before action can be taken.

***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: Call for a public hearing on August 24, 2010 to establish traffic regulations on Creek Rd, CR 190.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

To establish: a yield sign on Creek Rd, CR 190 on the east side of the low-water crossing (for westbound traffic to yield) at Onion Creek, approximately one-half mile west of the City of Dripping Springs.

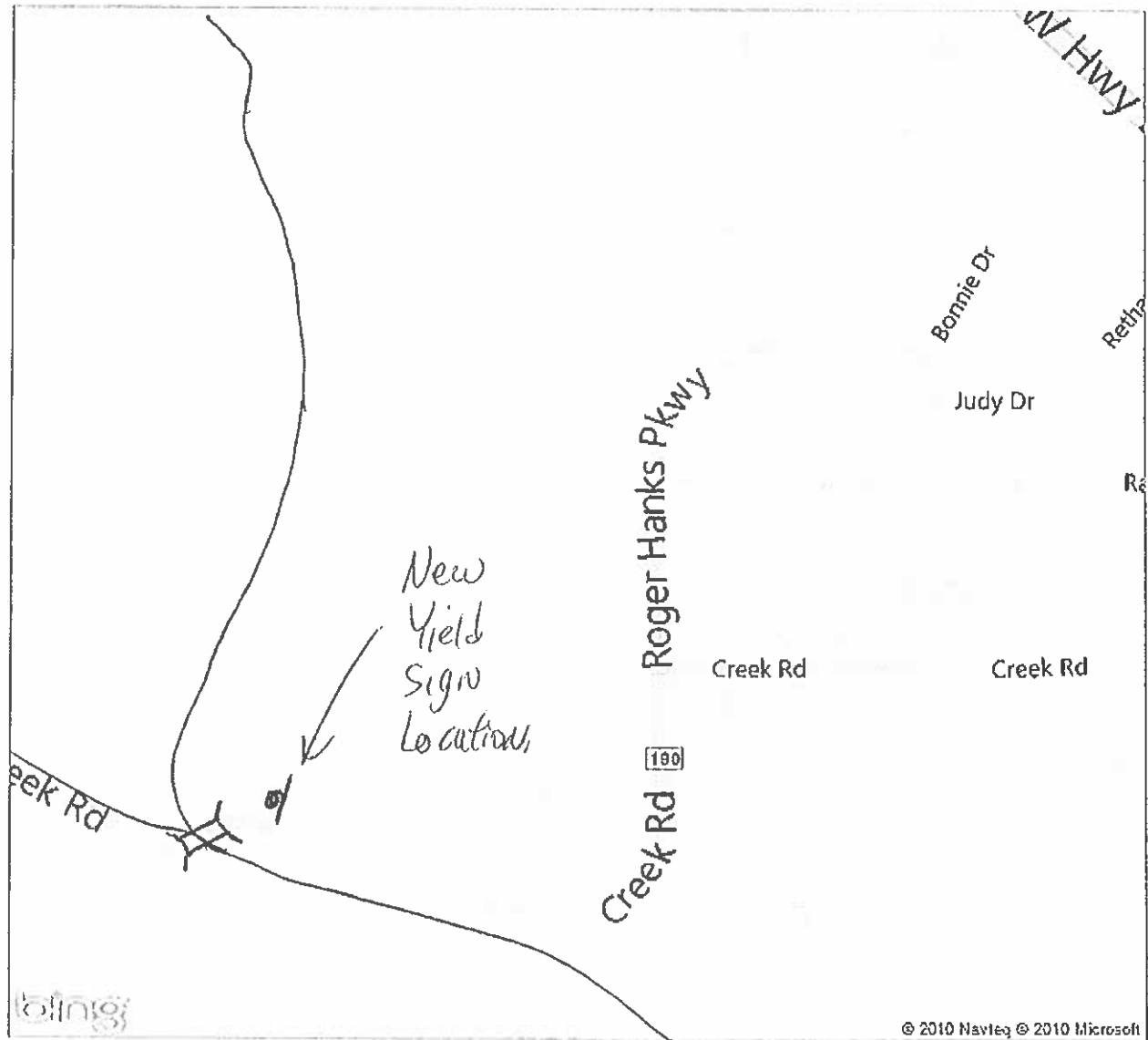
**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**





## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**10-16-4 Partial Vacate and Replat of Lot 3 & 4, F&W Subdivision, Section 2 (2 Lots). Discussion and possible action to consider approval of Preliminary Plan and call for public hearing on September 7, 2010.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: September 7, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

**SUMMARY:**

Section 2 of the F&W Subdivision is a platted 2-lot division of approximately 8.32 acres of land located off of Fitzhugh Road in Precinct 4. The original plat was approved in 2004 and consisted of one 5.44-acre lot and one 2.88-acre lot. The original property owner still owns Lot 3 and wishes to vacate/cancel 4.32 acres and add 1.12 acres to Lot 4. The 4.32 acres will be added to their adjoining 125+ acres of raw land. The new configuration will leave 1 lot of 4 acres (lot 4A). The average lot size for this replat is 4.0 acres. Lot 4A will be served by an existing private well and individual on-site sewage facility.

Although this is not an increase in density, the Texas Local Government code requires a public hearing prior to final plat approval. The subdivision is located outside of the limits of any cities ETJ.



## *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 select a conservation property and direct The Nature Conservancy to move forward with due diligence required for acquisition.

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:**

On February 9, 2009, the Commissioners Court voted to reserve about \$8 million of the park and open space bond funds for "habitat, open space, and water quality/quantity/access projects, including that amount necessary to initiate the recommendations of the Regional Habitat Conservation Plan." Since then, the process has included development of criteria and a scoring matrix by the Parks and Open Space Advisory Board (POSAB); a public call for projects in Oct 2009; review and scoring of the 15 responding proposals by POSAB; acceptance of top six scoring projects for further assessment by the County's selected real estate partner, TNC; biological assessment and habitat surveys by the County's environmental biology team, Loomis Partners; and review and recommendation from the local consulting agent of the US Fish & Wildlife Dept.

It is time for the Court to act publicly to select a property that meets the stated goals of the 2007 voter-approved bond election, the goals and requirements of the Regional Habitat Conservation Plan, and a property that represents the best value for 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:** Discussion and possible action to clarify the process for park and open space grant-funded projects that change in scope, purpose or place.

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:**

Points of discussion might include:

- incorporation of deadlines for spending (ex: N. Hays Optimist example)
- requirement that projects come back to CC for any changes, additions, deletions (ex: Five Mile Dam; Dahlstrom)
- process for relinquishment of funds; recall of a grant commitment; or reallocation of funds to a grantee.

## *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 amend the Road & Bridge budget for misc. capital improvements for the RTP addition.**

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

**PREFERRED MEETING DATE REQUESTED: 8-10-10**

**AMOUNT REQUIRED: \$4664.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: \$4664.00 to 020-710-00.5741 Miscellaneous Capital Improvements; \$1651.00 from 020-710-00.5441 Legal Services**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ingalsbe**

**SUMMARY: Additional funds are needed in the Miscellaneous Capital Improvements line item for fencing (\$2671.00), relocate sewer lines (\$3013.00) and wheel stops (1080.00) due to the expansion.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the Road & Bridge budget for misc. capital improvements for the RPTP addition

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$1,651.00

**LINE ITEM NUMBER:** 020-710-00.5441 (Legal Services) to 020-710-00.5741 Miscellaneous Capital Improvements

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *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 amend the Road & Bridge budget for the purchase of a concrete cut-off saw.**

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

**PREFERRED MEETING DATE REQUESTED: 8-10-10**

**AMOUNT REQUIRED: \$1214.99**

**LINE ITEM NUMBER OF FUNDS REQUIRED: \$1214.99 from 020-710-00.5441 (Legal Services) to 020-710-00.5719 (Miscellaneous Equipment)**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ingalsbe**

**SUMMARY: Additional funds are needed in the Miscellaneous Equipment line item to purchase a replacement concrete cut-off saw.**



# Agenda Item Routing Form

DESCRIPTION OF Item: Amend the ~~Road & Bridge~~ budget for the purchase of a concrete cut-off saw.

PREFERRED MEETING DATE REQUESTED: August 10, 2010

## COUNTY AUDITOR

*Typically Requires 1 Business Day Review*

AMOUNT: \$1,214.99

LINE ITEM NUMBER: Take 020-710-00.5441 (Legal Services) to 020-710-00.5719 (Miscellaneous Equipment)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

**Bill Herzog**

## SPECIAL COUNSEL

*Typically Requires 9 Business Day Review*

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

COMMENTS:

## COMMISSIONERS' COURT

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

## COUNTY JUDGE

*Signature Required if Approved*

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

## *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 appoint Commissioner Ford as a representative to the CAPCOG general assembly.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: Hays County has a general assembly representative vacancy. It is important that this position be filled so that we vote our full strength on budget and officer appointment issues.**

## *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 amend the Building Maintenance budget to purchase a vehicle with FY10 salary/fringe benefits savings.

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

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$13,500

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-695-00.5713

**REQUESTED BY:** Ron Knott

**SPONSORED BY:** Will Conley

The Building Maintenance department is in need of an additional vehicle. This would be replacing a vehicle with 160,000 miles that is in need of a new transmission. The cost of this repair exceeds the current blue book value of the truck. Due to vacancies in some custodian positions throughout the year, there is enough salary/fringe benefit savings to cover the cost of this vehicle with FY10 funds and will remove the request from the FY11budget.

**Budget Amendment:**

001-695-00.5021: (4,425)

001-695-00.5101: (769)

001-695-00.5160: (8,306)

001-695-00.5713: 13,500

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the Building Maintenance budget to purchase a vehicle with FY10 salary/fringe benefits savings.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$13,500.00

**LINE ITEM NUMBER:** 001-695-00.5021/\$4,425, 001-695-00.5101/\$769, 001-695-00.5160/ \$8,306

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *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 amend the Jail Facility budget for overtime compensation.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$20,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-03.5031 – 20,000**

**REQUESTED BY: Ratliff/Brodbeck**

**SPONSORED BY: Liz Sumter**

**The Jail Facility is in need of additional funding for overtime compensation. Due to corrections training academy and coverage for staff absences, military leave, etc., an additional \$20,000 is the projected need for the remainder of FY10.**

**Budget Amendment:**

**001-618-03.5160: (20,000)**

**001-618-03.5031: 20,000**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the Jail Facility budget for overtime compensation.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$20,000.00

**LINE ITEM NUMBER:** From 001-618-03.5160 to 001-618-03.5031

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

**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**

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: Increase Veterans Services budget for additional staff salary and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$5,800**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-720-00.5021**

**REQUESTED BY: Mike Mendoza**

**SPONSORED BY: ~~Liz Sumter~~ Conley**

**Additional funds are needed in staff salary due to the recent staffing of a transport driver and the payout of vacation hours for the previous administrator. This will be funded with insurance savings.**

**Budget Amendment;**

**001-720-00.5160 – insurance benefits: (5,800)**

**001-720-00.5021 – staff salary: 5,800**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Increase Veterans Services budget for additional staff salary and amend the budget accordingly

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$5,500.00

**LINE ITEM NUMBER:** See budget amendment

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## *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 amend the Civic Center budget to increase hours for part-time staff.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$1,810**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-646-00.5021 – 1,536**

**001-646-00.5101 – 274**

**REQUESTED BY: Barry Nelson**

**SPONSORED BY: Debbie Ingalsbe**

**The Civic Center has exceeded their budget for staff salaries. Due to the increased number of arena activities booked this year, additional man hours are needed to prepare for these. Savings in miscellaneous equipment can be used to fund 128 hours at 12.00 per hour. As of July 30<sup>th</sup> payroll they are 30 hours over budget. This will leave a total of 98 hours available for August & September.**

**Budget Amendment:**

**001-646-00.5719: (1,810)**

**001-646-00.5021: 1,536**

**001-646-00.5101: 274**

**\*Additional hours may be needed pending the Courts decision on level of service for the remainder of this fiscal year.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the Civic Center budget to increase hours for part-time staff.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$1,810.00

**LINE ITEM NUMBER:** See budget amendment

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

Debbie,

I'm sorry this issue came up while I am out of state and if there was any way to return for court on Tuesday I would but unfortunately it's just not possible.

This year has been very successful for the Civic Center our business has greatly increased as our "back to basics" plan to use the facility as it was designed is working better than expected. However with increased business comes increased expenses.

It was always the plan to cut back on labor hours throughout the summer to keep ourselves in budget. Our "off season" usually starts immediately after Cinco weekend and lasts until the first week or two in September. Normally we suspend all operations during this time period except for labor that is focused on unfinished projects, facility repair, and grounds maintenance. Normally we have 3 to 4 days of summer rental so we don't need to spend the time to keep the arena "ride ready". This year we have over 40 days of usage and all but 2 of those days are horse events. Available Csr labor drops down significantly during the summer so added labor for events comes out of our pocket.

In addition to the added labor expense related to our increased business was the need for Kurt to pick up the added burden of being my arms and legs because of my knee surgery. I was back to work in a few days, but I was not mobile enough or physically strong enough to do any manual labor for some time. The most I could do was drive a tractor and that's if I had 2 guys help me get on and off the thing.

Kurt and I were in agreement that he would be taking some time off in the summer to work some construction for his dad as has been the case for the last two summers, but with the economy, the outside work just is not there for him. If I give him the rest of the summer off, then I've lost my right arm and run the risk of never getting him back. It also didn't help that I left out a month when totaling his hours last month. A goof on my part. I would have gotten this squared away before I left,

What I would like to have Kurt finish out the year with the 114 hour per month part time schedule. I have funds available to cover 98 of the 228 hours needed. If I have to let him go, I'll never get him back and I could not have done anything out here without his help. I've managed several businesses and Kurt is the best employee that I've ever had. Ever had. An employee like this is worth gold. If I have to cut his hours to nothing he will most certainly leave and I'd go through a dozen people just to get someone that's close to his caliber.

The first year of my managing the civic center focused on rebuilding and improving the facility and it's reputation. The second year has been focused on bringing in new business, and we've been more successful than we thought we would. Too successful actually. The facility (as I affectionately call the "old girl"...it's a guy thing) didn't come out of the starting gate at an easy pace, but at a flat out run and we've been the ones trying to keep up. It's been a learning year that estimated fiscals and budgets are basically estimates. You gather all the information you can, look at all the variables and then make your best estimate. As educated as it may be, an estimate is still an estimate.

This whole issue does bring to light the fact that I need Kurt as a full time employee. To get that done I'd be willing to make whatever sacrifice in the budget that is necessary. Keep the wall modifications and eliminate the 10 fans and controls. I'll look for a newer used tractor at a cap of \$23,000.00. Both of those actions free up nearly \$20,000.00 for Kurt's full time status.

Barry

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute Amendment 1 to the contract with the Texas Water Development Board to increase the grant award by \$175,000 for a flood protection planning study in northern Hays County.

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

☐ WORKSHOP                                      ☐ PROCLAMATION                                      ☐

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

**AMOUNT REQUIRED:** \$175,000.00 match required (in addition to original contract amount)

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Hauff

**SPONSORED BY:** Ford

#### **SUMMARY:**

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board (TWDB), in the amount of \$214,225.00, to initiate a flood protection planning study on waterways in northern Hays County that are part of the Lower Colorado River Drainage Basin. On January 19, 2010 the Commissioners Court authorized submission of a grant application to the TWDB for \$175,000.00 to provide additional funding to complete flood protection planning/drainage studies associated with major tributaries of the Colorado River in northern Hays County. This additional funding has been awarded by the TWDB, and is in the form of an Amendment to the Original Contract that will increase the total contract amount to \$389,225.00. Matching funds of \$130,000.00 have been already allocated for FY10, and an additional \$259,225.00 is needed to meet the required match for the grant.

On May 4, 2010 the Commissioners Court approved the Project Management Plan for the project in conjunction with the U.S. Army Corps of Engineers (USACE) and also authorized an interlocal agreement with the Lower Colorado River Authority for the studies. This partnership will allow the USACE to cost share in the project, providing half of the overall study cost and subsequently leveraging the necessary Hays County funding. The total study cost is estimated at \$1,518,700.00, for which Hays County is responsible for 25% of this amount. There is some additional work associated with the drainage studies that the USACE cannot match, but it is anticipated that local communities will partner with additional funds.

A copy of the TWDB contract is included as backup, and the referenced Attachment I of the Amendment (Original Grant Application) is available in the Hays County Grants Office for review.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the County Judge to execute Amendment 1 to the contract with the Texas Water Development Board to increase the grant award by \$175,000 for a flood protection planning study in northern Hays County.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$175,000.00 match required (in addition to original contract amount)

**LINE ITEM NUMBER:** FY 2011 budget?

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Will need to be budgeted in FY2011.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



# TEXAS WATER DEVELOPMENT BOARD



James E. Herring, *Chairman*  
Lewis H. McMahan, *Member*  
Edward G. Vaughan, *Member*  
July 23, 2010

J. Kevin Ward  
*Executive Administrator*

Jack Hunt, *Vice Chairman*  
Thomas Weir Labatt III, *Member*  
Joe M. Crutcher, *Member*

The Honorable Elizabeth "Liz" Sumter  
County Judge  
Hays County  
111 San Antonio St., Suite 300  
San Marcos, Texas 78666

RE: Flood Protection Planning Grant Contract between the Texas Water Development Board (TWDB) and Hays County (County); TWDB Contract No. 0904830950, Amendment No. 1

Dear Judge Sumter:

Amendment No. 1 provides for changes to the Task and Expense Budgets as well as the Scope of Work for the project. This amendment was approved by the Board at the April 22, 2010 meeting. This contract amendment must be executed prior to August 27, 2010

Please obtain the proper signature for each copy of the amendment and return to the attention of Contract Administration at the address shown below within 30 days from receipt of this letter. The TWDB will execute and sign the amendments upon their return and deliver one copy to you for your records.

If you have any questions concerning this amendment, please contact Kathy Hopkins, the TWDB's designated Contract Manager for this planning project, at (512) 463-6198.

Sincerely,

J. Kevin Ward  
Executive Administrator

Enclosures

c: Kathy Hopkins, TWDB

## *Our Mission*

*To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas.*

P.O. Box 13231 • 1700 N. Congress Avenue • Austin, Texas 78711-3231  
Telephone (512) 463-7847 • Fax (512) 475-2053 • 1-800-RELAYTX (for the hearing impaired)  
www.twdb.state.tx.us • info@twdb.state.tx.us  
TNRIS - Texas Natural Resources Information System • www.tnris.state.tx.us  
A Member of the Texas Geographic Information Council (TGIC)



STATE OF TEXAS

TEXAS WATER DEVELOPMENT BOARD

TRAVIS COUNTY

AND

HAYS COUNTY

AMENDMENT NO. 1

This Contract and Agreement made and entered on October 27, 2010 is hereby amended as follows:

1. Section I, Item D. PARTICIPANTS – Hays County, USACE, City of Dripping Springs, Lower Colorado River Authority, City of Buda
2. Section I, Item J. STUDY COMPLETION DATE – March 31, 2012
3. Section I, Item K. FINAL REPORT DEADLINE – July 31, 2012
4. Section I, Item L. TOTAL STUDY COSTS - \$1,518,700.00
5. Section I, Item M. BOARD SHARE OF THE TOTAL STUDY COSTS - Not to exceed \$389,225.00 or 25.64 percent of the TOTAL STUDY COSTS.
6. Section I, Item N. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$1,129,475.00 (\$389,225.00 in cash and in-kind services, and the U. S. Army Corps of Engineers share of \$740,250.00), or 74.36 percent of the TOTAL STUDY COSTS or individual voucher submission.
7. Section II, Article IV. COMPENSATION AND REIMBURSEMENT is replaced in its entirety by the following:
  - I. A. The BOARD agrees to compensate and reimburse the CONTRACTOR(S) in a total amount not to exceed the BOARD'S SHARE OF THE TOTAL STUDY COSTS for costs incurred and paid by the CONTRACTOR(S) pursuant to performance of this CONTRACT. The CONTRACTOR(S) will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL STUDY COSTS. The BOARD shall reimburse the CONTRACTOR(S) for ninety percent (90%) of the BOARD's share of each invoice pending the CONTRACTOR(S)'s performance, completion of a Final Report, and written acceptance of said Final Report by the EXECUTIVE ADMINISTRATOR, at which time the BOARD shall pay the retained ten percent (10%) to the CONTRACTOR(S).

- B. Notwithstanding subsection (a), the TWDB may provide advance funds to the CONTRACTOR in order to meet the funding requirement set by the USACE . The CONTRACTOR understands and agrees that the CONTRACTOR has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments.
2. The CONTRACTOR(S) shall submit vouchers and documentation for reimbursement billing according to the VOUCHER SUBMISSION SCHEDULE and in accordance with the approved task and expense budgets contained in Exhibit C to this CONTRACT. At the discretion of the EXECUTIVE ADMINISTRATOR and upon written memorandum to the contract file, the CONTRACTOR(S) has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total amount authorized by this CONTRACT for the task or category to be changed, or \$2,000 whichever is larger. Larger deviations shall require the formal approval of the EXECUTIVE ADMINISTRATOR which will be documented through a memorandum to the BOARD contract file. For all reimbursement billings including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR(S) and the subcontractor. The CONTRACTOR(S) is fully responsible for paying all charges by subcontractors prior to reimbursement by the BOARD.
  3. The CONTRACTOR(S) and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR(S) and its subcontractors shall be in a manner consistent with generally accepted accounting principles.
  4. By executing this Contract, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
  5. Upon receipt of a written request from the CONTRACTOR, the EXECUTIVE ADMINISTRATOR may advance the CONTRACTOR an amount not to exceed fifty percent (50%) of the USACE required funds requested of the CONTRACTOR , less 10 percent retainage as in accordance with subsection A.1.



6. When paid expenses equal to the previous advance, the CONTRACTOR (upon receipt of the funding request from the USACE) may submit a written request to the EA for the next advance. Documentation of paid expenses satisfying reconciliation of advances should be in the form described in subsection 7.
7. A progress report and the following documentation which documents the TOTAL STUDY COSTS for reimbursement by the BOARD to the CONTRACTOR(S) for the BOARD'S SHARE OF THE TOTAL STUDY COSTS shall be submitted by the CONTRACTOR(S) to the EXECUTIVE ADMINISTRATOR for reimbursement billing or in support of its requests for advances:
  - A. Summary of total expenses incurred including the following information:
    - (1) CONTRACTOR's Vendor Identification Number;
    - (2) BOARD CONTRACT Number;
    - (3) Total expenses for the billing period; beginning (date) to ending (date);
    - (4) Total In-kind services;
    - (5) Total Services for this period;
    - (6) Less LOCAL SHARE OF THE TOTAL STUDY COSTS for the billing period;
    - (7) Total BOARD's share of the total study costs for the billing period;
    - (8) Amount of retainage to be withheld for the billing period;
    - (9) Total costs to be reimbursed by the BOARD for the billing period; and
    - (10) Certification, signed by the CONTRACTOR(S) authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this contract.
  - B. For direct expenses incurred by the CONTRACTOR(S) -- documentation showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction.
  - C. For direct expenses incurred by the CONTRACTOR(S) for outside consulting services -- copies of invoices to the CONTRACTOR(S) showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the consultant.
  - D. For travel and subsistence expenses, including such expenses for subcontractors --
    - (1) names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg.

- Regular Session, 2009, Article IX, Part 5, as amended or superseded;
- (2) other transportation costs -- copies of invoices covering tickets for transportation or, if not available, names, dates, and points of travel of individuals; and
  - (3) all other reimbursable expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

- 8. Section II, Article V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT, Item No. 10 will be replaced as follows:  
The CONTRACTOR (S) agrees to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.
- 9. Amend Exhibit A, Original Grant Application as shown in Attachment I, First Amended Exhibit A.
- 10. Amend Exhibit B, Scope of Work as shown in Attachment II, First Amended Exhibit B.
- 11. Modify Exhibit C, Task and Expense Budget as shown in Attachment III, First Amended Exhibit C.
- 12. All other terms and conditions of TWDB Contract No. 0904830950 shall remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Contract and Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD      HAYS COUNTY

\_\_\_\_\_  
J. Kevin Ward  
Executive Administrator

\_\_\_\_\_  
The Honorable Elizabeth "Liz" Sumter  
County Judge

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

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

**ATTACHMENT I**

**FIRST AMENDED EXHIBIT A  
ORIGINAL GRANT APPLICATION**

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**The grant application contained in this attachment is in addition to the grant application  
filed with the original contract executed on October 27, 2010**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute letter amendments to Interlocal Agreements for the Maintenance of Roadways between Hays County and participating municipalities.**

**TYPE OF ITEM: Action**

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: varies – project to project**

**LINE ITEM NUMBER OF FUNDS REQUIRED: project-specific**

**REQUESTED BY: CONLEY**

**SPONSORED BY: CONLEY**

**SUMMARY:**

The inter-local agreements Hays County has entered with many municipalities across the county need to be amended. The sections of the agreements that pertain to CITY ROADS are working well for Pct 3 and the rest of the County. The sections in relation to the COUNTY ROAD SYSTEM have limited the ability of the County and its EX - OFFICIO Road Commissioners to provide appropriate service to our road system. Therefore, what I propose is to amend the inter-local agreements to simply follow the rule of law as it exist in the State of Texas and is consistent with Hays County policy. Under state law and EX-OFFICIO Road Commissioner authority given to us by the State and LONG standing policy of Hays County clearly states County Commissioners may maintain a section of roadway in the city's jurisdiction if that roadway is part of the COUNTY ROAD SYSTEM. Second, the only requirement under State law is the Commissioner MUST notify the City of this request and must have the CONSENT from the City before moving forward with the work. In our current inter - local agreement it states the City must pay for these road materials. Although we should always try to get assistance from municipalities on our road system, it is simply not practical for most of these municipalities to contribute what is needed to maintain a safe road system. This is why the County for many years has functioned in the traditional manner and I believe should continue to function in this manner in order for us to maintain an appropriate County Road system.

**FIRST AMENDMENT TO**  
**INTERLOCAL AGREEMENT FOR ROADWAY REPAIR**

This 1<sup>st</sup> Amendment to Interlocal Agreement for the Roadway Repair ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and \_\_\_\_\_, a Texas home rule municipality (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section \_\_\_\_ of the Agreement shall be amended as follows (words ~~stricken through~~ represent deletions and underlined words represent additions):

County Road System Roadways. In regard to all roads within the city limits ... that are identified by County as roads that are part of or integral to the County Road System ... that parties agree as follows:

- a. County shall be responsible for providing the labor and equipment required for maintenance and repair of ... County Roads.
- b. ~~City agrees to pay for all actual material costs related to the maintenance and repairs of County Roads. To encourage prioritization of a particular project, City may contribute funding toward the materials for maintenance and repair of the portion(s) of County Roads that lie within the corporate limits. Whether or not City determines to contribute funding toward a project, the City may, after request by County, still consent to the County's ongoing maintenance and repair of County Roads that lie within the corporate limits. If City consents but does not contribute funding toward a project, then County shall bear the costs of materials if and when it performs the maintenance and repair.~~
- c. ...(unchanged)
- d. ...(unchanged)
- e. If City requests that County perform the ~~maintenance, repair, and/or~~ upgrade of a specific ... County Road under ... this Agreement, County shall provide an estimate to City for the proposed upgrade work, and the parties shall follow the procedures set forth for ... City Roads, below. County's estimate under this section shall account for ~~the cost of materials it would take to maintain, repair, and/or upgrade that specific ... County Road to the county standard, plus~~ the reasonable cost of materials, labor, and equipment it would take to ~~maintain, repair, and/or~~ upgrade that specific ... County Road to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.

EXCEPT FOR THE ABOVE MODIFICATION TO EXHIBIT B, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1<sup>st</sup> Amendment to Interlocal Agreement for the Roadway Repair is hereby executed this the \_\_\_\_ day of \_\_\_\_\_, 2010, as is evidenced by the authorized signatures of the Parties, below.

CITY

COUNTY

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
HAYS COUNTY, TEXAS  
LIZ SUMTER  
HAYS COUNTY JUDGE

ATTEST: \_\_\_\_\_  
CITY CLERK

ATTEST: \_\_\_\_\_  
LINDA FRITSCHKE  
HAYS COUNTY CLERK

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Property Acquisition Agreement between Hays County and The Nature Conservancy, for 50.199 acres of Real Property.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: \$850,000 (and \$1.7 Million over 3 years)**

**LINE ITEM NUMBER OF FUNDS REQUIRED: Parks Bond Funds (TBD on the remainder)**

**REQUESTED BY: CONLEY**

**SPONSORED BY: CONLEY**

**SUMMARY:**

Jacobs's Well is a prolific artesian spring in Wimberley, Texas, issuing from the largest known underground water cave in the Trinity Aquifer, providing perpetual flow of clear, spring water for Cypress Creek and the Blanco River having significant economic and environmental importance for the Wimberley Valley, Trinity Aquifer, Hays County, and the state of Texas.

This unique asset is in jeopardy of having a dense development built adjacent to the Well which will increase the many pressures that already exist on its spring flow today. In addition, the developer is currently in a law suit with the Wimberley Valley Watershed Association and the City of Woodcreek in regards to their development. This lawsuit is also the reason why the County hasn't been able to move forward on investments and partnerships between the County and the WVWA. The developer has agreed to settle the lawsuit with all parties, if the community led by Hays County and the WVWA find a solution. The agreed settlement price is \$1.7 million dollars for the purchase of developer's property, which was appraised well in excess of this value.

**The Solution**

Over the past months my office along with the WVWA has been working through this problem with two goals in mind. First how do we resolve the current issue? Second, how do we take this rare moment in time and establish long term solutions for protecting the Well and educating our community about its important role on our community?

After many months of work we have collectively developed a plan which we believe will be in the best interest to all Parties and most importantly in the best long term interest of the Well.

- Hays County will enter into an agreement with the Nature Conservancy in which the Conservancy will purchase 50.199 acres owned by the developer under the conditions that the lawsuits with the WVWA and the City of Woodcreek would settle. Second, Consistent with Conservancy policy, the County would have to provide \$850,000 up front to the Conservancy which is half the settlement cost then the Conservancy would provide a bridge loan to Hays County in the amount of \$850,000 over a three year period of time to cover the rest of the balance on the note (this is similar to how we did the Spring Lake Project with TSU, City of San Marcos and Hays County years ago).

- The County and the WVWA have agreed the County would own the newly-acquired 50.199 acre tract along with 31 additional acres out of the original partnership which totaled roughly 46 acres. The remaining 15 acres would be owned by the WVWA as a home for their organization with full easement rights to the Well.

- The County and the Nature Conservancy would enter into an agreement for the Conservancy to hold a strict conservation easement on the newly acquired 50.199 acres. The existing 46 acres conservation easement has been amended in order to allow the subdivision of the 46 acre tract into two tracts: one owned by the County (31 acres) and the WVWA (15 acres). The existing conservation easement applied to the Well today would remain until it was possible for both the County and the WVWA to change easement holder in which the Nature Conservancy would then have ownership of the easement which will be the same as the easement on the newly acquired 50 acres tract. The conservation easements will be modified and fully developed before closing. All Parties already agreed to the core principles of the easement.

- The County and the WVWA would like to enhance our partnership by entering into a management agreement for 5 years in which the WVWA in conjunction with the County would run the day to day operations and programs at the new Jacobs's Well Preserve. The details of this agreement will be worked out before closing. Funds to get us started for the first two years have already been allocated to this project in our original partnership. Furthermore, funds exist in our County budget that are specifically earmarked for conservation and environmental education. These funds were developed to start building a base for the County to move into the direction of conservation and environmental stewardship. These funds are generated through development fees for Hays County.

- The County will develop an Advisory board with county employees, WVWA representation, TSU, Nature Conservancy, and citizens to help guide the County in developing our programs and operations in the future.

- In conclusion we believe this is the best path forward for the County, WVWA, and the Well. This will be the first Preserve owned and operated by Hays County. It is our responsibility (i.e. the citizens of this county responsibility) to ensure we don't lose this magnificent resource and ensure it is saved for future generations.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a Property Acquisition Agreement between Hays County and The Nature Conservancy, for 50.199 acres of Real Property.

**PREFERRED MEETING DATE REQUESTED:** August 10, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$850,000 (and \$1.7 Million over 3 years)

**LINE ITEM NUMBER:** Parks Bond Funds (TBD on the remainder)

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



**AGREEMENT REGARDING  
ACQUISITION OF 50.199 ACRES OF REAL PROPERTY**

This Agreement Regarding Acquisition of 50.199 Acres of Real Property (this "Agreement") is entered into by and between The Nature Conservancy, a nonprofit corporation organized and existing under the laws of the District of Columbia ("TNC") and Hays County, a political subdivision of the State of Texas (the "County").

Recitals

A. TNC has entered into an agreement dated effective \_\_\_\_\_ (the "TNC Purchase Agreement") with West Ridge Joint Venture, LLC, a Texas limited liability corporation (the "Seller") for the acquisition of approximately 50.199 acres of land in Hays County, Texas (the "Property"), owned by the Seller and located adjacent to Jacob's Well at the headwaters of Cypress Creek. TNC desires to protect the Property due to its high biodiversity significance for terrestrial and aquatic species, and due to the potential negative impact development of the Property would have on Jacob's Well. The TNC Purchase Agreement contains a more specific description of the Property and is attached hereto as Exhibit "A" and incorporated herein by reference.

B. The County desires to acquire the Property for use as a public-access preserve, and TNC desires to sell the Property to the County for such use if TNC acquires the Property from Seller. In furtherance of the County's desire to acquire the Property, the County and TNC entered into a Memorandum of Understanding, dated \_\_\_\_\_ (the "Cooperative Agreement") for cooperation and assistance in this project and others selected from a call for projects issued by the Hays County Parks and Open Space Advisory Board on or about \_\_\_\_\_.

C. In 2007, Voters approved the County's issuance of \$30,000,000.00 (USD) in bonds for parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat, and the levying of a tax in payment thereof ("Parks Bond Funds").

D. TNC and the County acknowledge that the Parks Bond Funds allocated by the Hays County Commissioners Court for acquisition of this Property do not provide sufficient funding for its purchase; and TNC and the County desire to cooperate to pursue funding from other sources for the County's purchase of the Property.

E. TNC and the County have of the mutual desire to protect the Property, and, to that end, set forth their agreement below on the acquisition of the Property.

NOW THEREFORE, in furtherance of their common goal, the County and TNC agree as follows:

1. The parties agree as follows with respect to the TNC Purchase Agreement:
- (i) TNC agrees to conduct due diligence on the Property, such as environmental assessments and title review, in a timely manner in accordance with the TNC Purchase Agreement. TNC agrees to share the results of such due diligence with the County and to make recommendations to the County. TNC agrees to reasonably cooperate with the County with respect to TNC's responses to the Seller as a result of the due diligence.
  - (ii) TNC has the sole discretion to determine if it will terminate the TNC Purchase Agreement on the basis of the environmental assessment, boundary survey, title commitment, or other matters giving rise to TNC's ability to terminate the TNC Purchase Agreement and receive a return or refund of the earnest money thereunder (the "Due Diligence Matters"). TNC represents that it fully intends to close its purchase of the Property upon its satisfaction with the Due Diligence Matters, and TNC agrees that it will not terminate the TNC Purchase Agreement for any reason except for the Due Diligence Matters. If TNC decides to terminate the TNC Purchase Agreement, TNC agrees to provide notice to that effect to the County at least five (5) business days before the date of termination. TNC agrees to assign the TNC Purchase Agreement to the County if the County requests such assignment in writing at least two (2) business days prior to the date of termination. TNC agrees to otherwise assign the TNC Purchase Agreement to the County at any time prior to the closing of TNC's acquisition of the Property from Seller upon the County's request. In the event that TNC assigns the TNC Purchase Agreement to the County, the terms of such assignment shall be in a form mutually agreeable to TNC and the County and in accordance with the provisions of this Agreement and the TNC Purchase Agreement; provided, however, the assignment shall contain the County's representation and warranty that the Property shall be preserved and managed as a greenspace to be used as passive recreational use public-access preserve, which representation and warranty shall survive the assignment and any closing of the County's acquisition of the Property from Seller. In this Agreement, the term "passive recreational use public-access preserve" includes uses such as hiking trails, camping areas, restrooms, interpretive exhibits and displays, and roadways and vehicle parking areas needed to serve these uses.
  - (iii) The County agrees to deliver \$\_\_\_\_\_.00 to the title company designated in the TNC Purchase Agreement (the "County Contribution") on or before \_\_\_\_\_, which amount shall be applied to and become the earnest money for the TNC Purchase Agreement. In the event that the TNC Purchase Agreement is terminated by TNC based on its rights with respect to the Due Diligence Matters (i.e. a termination by TNC that is permitted under the TNC Purchase Agreement), TNC agrees to pursue all reasonable efforts to secure a refund of the County Contribution from the title company designated in the TNC Purchase Agreement, or from the Seller. In the event that the TNC Purchase Agreement is terminated

and the earnest money thereunder is paid to TNC, TNC shall return the County Contribution to the County. In the event that TNC acquires the Property, the County Contribution shall be credited as the earnest money for the County Purchase Agreement as described in Paragraph 2 below.

2. Upon the acquisition of the Property by TNC, the County agrees to enter into a definitive purchase agreement with TNC (the "County Purchase Agreement") within thirty (30) days of the closing of TNC's acquisition of the Property from the Seller and shall purchase the Property from TNC, subject to the County's ability to obtain and dedicate its portion of the funding for the acquisition. The County Purchase Agreement shall provide the following:
  - (i) The County shall be responsible for all title, survey, due diligence, and closing costs under the County Purchase Agreement, and the purchase price to be paid by the County under the County Purchase Agreement shall be one half (1/2) of the purchase price that TNC paid Seller for the Property. The County Contribution made in connection with the TNC Purchase Agreement shall be credited and treated as the earnest money (the "County Earnest Money") for the County Purchase Agreement.
  - (ii) TNC agrees to use reasonable efforts to assist the County in coordinating and facilitating fundraising efforts in accordance with Paragraph 5 below.
  - (iii) The closing shall occur as soon as reasonably possible after the County has obtained funding for the acquisition; provided, however, in the event that the closing does not occur within two (2) years after the closing date of TNC's acquisition of the Property from the Seller, TNC may terminate the County Purchase Agreement, in which event the TNC shall return the County Earnest Money to the County.
  - (iv) The County Purchase Agreement shall contain the County's representation and warranty that the Property shall be preserved and managed as a greenspace to be used as passive recreational use public-access preserve. This representation and warranty shall survive the closing of the County's acquisition of the Property from TNC.
  - (v) TNC shall convey the Property to the County by a special warranty deed and subject to all exceptions described in the title policy issued in connection with TNC's acquisition of the Property from the Seller to the extent such exceptions are applicable and then in effect.
  - (vi) The County may assign the County Purchase Agreement to an assignee that is acceptable to TNC in its sole discretion and that agrees in writing to be bound by the provisions of the County Purchase Agreement and this Agreement.

3. The County and TNC acknowledge and agree that TNC has incurred and will incur considerable costs and expenses in connection with the TNC Purchase Agreement and any subsequent ownership of the Property by TNC, in the coordination and facilitation of fundraising efforts, and in the conveyance of the Property by TNC to the County. The County agrees to pay TNC for these costs and expenses, notwithstanding the assignment, termination or closing of the TNC Purchase Agreement or County Purchase Agreement, as described in the Cooperative Agreement.
4. The parties acknowledge and agree that the amounts to be paid to TNC pursuant to this Agreement and the Cooperative Agreement are payments to TNC for actual costs incurred. The parties further acknowledge that indirect costs and overhead expenses are actual costs to TNC. The parties agree that calculating such costs and expenses as provided for herein and in the Cooperative Agreement is a reasonable and conservative method for estimating that portion of indirect costs and overhead expenses incurred by TNC to be reimbursed by the County.
5. TNC, during the time period before closing of its acquisition of the Property from the Seller, and during the period of the County Purchase Agreement, agrees to use reasonable efforts to assist the County in coordinating and facilitating the efforts of TNC and the County to secure funding for the County's payoff of the TNC Loan, described below. TNC and the County agree to cooperate in all reasonable ways to secure this funding, including, without limitation, disseminating information about the acquisition, and preparing, submitting and pursuing applications for public and private grants; provided, however, the parties acknowledge and agree that TNC has no obligation or duty to provide funding for the County's payoff of the TNC Loan.
6. Regarding the amount remaining to be paid after the County's payment under Section \_\_, above, the Parties agree as follows:
  - (i) The County agrees to pay to TNC, within three (3) years of closing on the County Purchase Agreement, an amount equal to one half (1/2) of the purchase price that TNC paid Seller for the Property, plus any interest that has accrued on that amount pursuant to this Agreement. This amount shall be considered a loan to the County from TNC (the "TNC Loan") that shall accrue interest at a rate of six percent (6%) per annum until such time that the principal amount of the TNC Loan is paid in full. There shall be no penalty assessed against Hays County for early payoff of the TNC Loan.
  - (ii) In consideration of conveyance of the Property at or about the time of closing the County Purchase Agreement, the County shall grant a Deed of Trust to TNC substantially in the form attached hereto as Exhibit "B" ("County Deed of Trust"). The Parties agree that the initial principal balance of this secured obligation shall be an amount equal to one half (1/2) of the purchase price that TNC paid Seller for the Property. As and when the TNC receives payments from the County, this

secured obligation shall decline by the principal amounts included in such payments. The County shall have the right, at any time and in its sole discretion, to prepay the outstanding secured obligations represented by the adjusted Deed of Trust (which prepayment amount shall be the sum of the then outstanding principal and interest on the TNC Loan, without any prepayment premium). Upon the full payment of this secured obligations, TNC shall cause the County Deed of Trust to be released of record.

7. The following personnel shall be the designated representatives in connection with this Agreement until changed by notice to each of the parties:

TNC: Jeff Francell, Director of Land and Water Protection  
Address: 816 Congress Avenue, Suite 920  
Austin, TX 78701  
Fax: 512-494-9585

County: Will Conley, Precinct 3 Commissioner (or successor)  
Address: P.O. Box 2085  
Wimberley, TX 78676  
Fax: 512-393-2282

With Copy to: Mark Kennedy, Chief – Civil Division - HCCDA (or successor)  
Address: 111 E. San Antonio Street, Suite 204  
San Marcos, TX 78666  
Fax: 512-393-2246

8. The designated representatives of the County and TNC shall endeavor to meet on a regular basis to confer on the progress of negotiations on a schedule agreed upon by the parties and to obtain the cooperation, approval, and agreement of any third parties in furtherance of the transactions contemplated by this Agreement.
9. TNC agrees to maintain records supporting the basis of reimbursements received pursuant to this Agreement and the Cooperation Agreement and to retain such records for a period of three (3) years past the termination of this Agreement, which shall occur after full payoff of the TNC Loan and release of the County Deed of Trust by TNC. TNC agrees to make such records available to the County, to the extent not otherwise confidential or protected from disclosure pursuant to any written agreements that TNC may have with any third parties, at any reasonable time upon reasonable notice so that the County may, at its expense, examine and make copies of these records.
10. Neither Party hereto intends, and this Agreement shall in no manner be construed, to create an agency relationship between the Parties. Neither Party shall be considered an agent or employee of the other Party hereto for any purpose, and no joint venture, principal-agent, or partnership relationship exists between the Parties. Neither of the

parties hereto, nor their respective employees, shall be entitled to any of the benefits that the other Party hereto provides for its respective employees. Neither Party hereto shall engage the services of a broker in connection with the transactions contemplated herein.

11. Any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by TNC and the County.
12. No party shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of the other Party hereto.
13. This Agreement constitutes the final and entire agreement between the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, other than the Cooperation Agreement, shall be deemed to exist or to bind the parties hereto unless in writing and duly executed.
14. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall be Hays County, Texas.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed by the parties hereto on the dates set forth below.

#### HAYS COUNTY

By: \_\_\_\_\_  
Name: Elizabeth Sumter, County Judge  
Date: \_\_\_\_\_

#### THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A”**

TNC Purchase Agreement

**EXHIBIT “B”**

Form of Deed of Trust



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an amendment and modification to the Memorandum of Understanding between Hays County and The Wimberley Valley Watershed Association Regarding Commitment of Parks Bonds Funds to the Jacob's Well Project.**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: CONLEY**

**SPONSORED BY: CONLEY**

## **SUMMARY:**

Jacobs's Well is a prolific artesian spring in Wimberley, Texas, issuing from the largest known underground water cave in the Trinity Aquifer, providing perpetual flow of clear, spring water for Cypress Creek and the Blanco River having significant economic and environmental importance for the Wimberley Valley, Trinity Aquifer, Hays County, and the state of Texas.

This unique asset is in jeopardy of having a dense development built adjacent to the Well which will increase the many pressures that already exist on its spring flow today. In addition, the developer is currently in a law suit with the Wimberley Valley Watershed Association and the City of Woodcreek in regards to their development. This lawsuit is also the reason why the County hasn't been able to move forward on investments and partnerships between the County and the WVWA. The developer has agreed to settle the lawsuit with all parties, if the community led by Hays County and the WVWA find a solution. The agreed settlement price is \$1.7 million dollars for the purchase of developer's property, which was appraised well in excess of this value.

### **The Solution**

Over the past months my office along with the WVWA has been working through this problem with two goals in mind.

First how do we resolve the current issue? Second, how do we take this rare moment in time and establish long term solutions for protecting the Well and educating our community about its important role on our community?

After many months of work we have collectively developed a plan which we believe will be in the best interest to all Parties and most importantly in the best long term interest of the Well.

- Hays County will enter into an agreement with the Nature Conservancy in which the Conservancy will purchase 50.199 acres owned by the developer under the conditions that the lawsuits with the WVWA and the City of Woodcreek would settle. Second, Consistent with Conservancy policy, the County would have to provide \$850,000 up front to the Conservancy which is half the settlement cost then the Conservancy would provide a bridge loan to Hays County in the amount of \$850,000 over a three year period of time to cover the rest of the balance on the note (this is similar to how we did the Spring Lake Project with TSU, City of San Marcos and Hays County years ago).
- The County and the WVWA have agreed the County would own the newly-acquired 50.199 acre tract along with 31 additional acres out of the original partnership which totaled roughly 46 acres. The remaining 15 acres would be owned by the WVWA as a home for their organization with full easement rights to the Well.
- The County and the Nature Conservancy would enter into an agreement for the Conservancy to hold a strict conservation easement on the newly acquired 50.199 acres. The existing 46 acres conservation easement has been amended in order to allow the subdivision of the 46 acre tract into two tracts: one owned by the County (31 acres) and the WVWA (15 acres). The existing conservation easement applied to the Well today would remain until it was possible for both the County and the WVWA to change easement holder in which the Nature Conservancy would then have ownership of the easement which will be the same as the easement on the newly acquired 50 acres tract. The conservation easements will be modified and fully developed before closing. All Parties already agreed to the core principles of the easement.
- The County and the WVWA would like to enhance our partnership by entering into a management agreement for 5 years in which the WVWA in conjunction with the County would run the day to day operations and programs at the new Jacobs's Well Preserve. The details of this agreement will be worked out before closing. Funds to get us started for the first two years have already been allocated to this project in our original partnership. Furthermore, funds exist in our County budget that are specifically earmarked for conservation and environmental education. These funds were developed to start building a base for the County to move into the direction of conservation and environmental stewardship. These funds are generated through development fees for Hays County.
- The County will develop an Advisory board with county employees, WVWA representation, TSU, Nature Conservancy, and citizens to help guide the County in developing our programs and operations in the future.
- In conclusion we believe this is the best path forward for the County, WVWA, and the Well. This will be the first Preserve owned and operated by Hays County. It is our responsibility (i.e. the citizens of this county responsibility) to ensure we don't lose this magnificent resource and ensure it is saved for future generations.

**2<sup>nd</sup> Amended and Restated Memorandum of Understanding  
Between  
Hays County, Texas and Wimberley Valley Watershed Association  
Regarding  
Commitment of County Funds to the Jacob's Well Project**

• • • •

This 2<sup>nd</sup> Amended and Restated Memorandum of Understanding ("Amended MOU") represents the intent and understanding of Hays County, a political subdivision of the State of Texas ("the County"), and the Wimberley Valley Watershed Association, a Texas nonprofit corporation exempted under Section 501(c)(3) of the United States Internal Revenue Code ("the Association" or "WVWA"). The County and the Association are collectively referred to as "the Parties."

This 2<sup>nd</sup> Amended MOU modifies and restates the original MOU and the 1<sup>st</sup> Amended MOU that was last executed between the Parties on or about the 25<sup>th</sup> day of August, 2008 and proposes the lawful use of Hays County general obligation bond funds authorized under Chapter 1251 of the Texas Government Code and the vote of the citizens of Hays County, Texas, which affirmed and authorized the County's issuance of \$30,000,000.00 (USD) in bonds for parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat, and the levying of a tax in payment thereof ("Parks Bond Funds"), as well as the use of other County funds.

**I. THE PROJECT.**

The "Project" is designed to protect and enhance natural and recreational features at Jacob's Well, a prolific artesian spring and the primary source for Cypress Creek in southwestern Hays County. This great spring provides a flow of exceptionally clear pure water which issues from the largest known underground water cave in the State of Texas. Cypress Creek winds southeast through the City of Woodcreek and the Village of Wimberley before joining the Blanco River and flowing on down to the City of San Marcos. In addition, the viability of the Blue Hole Regional Park, a major project of the Village of Wimberley and Hays County, depends on the flow from Jacob's Well.

The Project has two components. The first is an approximately 46-acre tract ("46-Acre Tract") currently owned by WVWA that includes the entirety of Jacob's Well, minus the 15-acre tract that will be retained by WVWA under this Agreement. The 46-Acre Tract's legal description is attached hereto as Exhibit "A" and incorporated herein for all purposes.

The second component is an approximately 50-acre tract ("50-Acre Tract") that is currently owned by Westridge Partners J.V. The 50-Acre tract's legal description is attached hereto as Exhibit "B" and incorporated herein for all purposes. The Parties have the mutual desire that Hays County acquire the 50 acres in fee and convey a conservation easement covering the 50 acres to The Nature Conservancy.

## **II. PURPOSE.**

This Amended MOU is being executed for the purpose of establishing a natural area and open space project that aims to restore and conserve the Project while providing a venue for recreation, research, watershed education, land stewardship education, and other educational programs as defined in the Jacob's Well Natural Area master plan. The Parties to this 2<sup>nd</sup> Amended MOU wish to further formalize and further document their relationship regarding the dedication of a certain sum of Park Bond Funds to the Project by Hays County in return for the Association's performance of certain terms and conditions.

## **III. MUTUAL RIGHTS AND OBLIGATIONS.**

Terms and Conditions related to the Parties are as follows:

- A. WVWA shall, simultaneous with the County's purchase of the 50 Acre Tract, convey 31 acres out of the 46-Acre Tract to the County to serve as a County-owned nature preserve with controlled public access ("31-Acre Tract"). The general configuration of the approximately 31 acres to be conveyed to the County and the approximately 15 acres to be retained by WVWA are depicted in Exhibit C hereto. The exact boundaries of the respective parcels will be determined by survey.
- B. The County covenants that it will purchase and acquire the 50-Acre Tract to serve as a County-owned nature preserve with controlled public access, and that a conservation easement on the 50-Acre Tract will be retained by The Nature Conservancy ("TNC") in the substantive form of the conservation easement attached hereto as Exhibit D. The 46-Acre Tract is currently subject to a conservation easement. When the 50-Acre Tract is likewise placed under a conservation easement, the two conservation easements will collectively be known as "the Conservation Easements."
- C. The County and WVWA shall enter into an operational management agreement ("Operations Agreement") for WVWA to manage the two parcels owned by the County, which during the term of the Operations Agreement shall be managed as a single entity known as the Jacob's Well Natural Area ("JWNA"). WVWA may, at its own discretion, also allow the 15-acre tract retained by WVWA under this Agreement to be open to passive, public use. The Operations Agreement shall be for a term of not less than 5 years and may be renewed at will by the Parties. The Parties recognize the value of the original JWNA master plan and endeavor to maintain the spirit of that plan over the entire Project. As such, the Parties agree to collaborate in the development of an environmental stewardship center, education and community outreach programs, and retreat operations.
- D. The County has previously allocated \$400,000 to the Project, as it existed prior to this amendment. Those monies shall be used for operation of the Project. WVWA will raise additional funds as needed for operations, and the County may contribute additional funds as they come available. In future budget cycles, the County will allocate funding to the Project as determined by the Commissioners' Court.

E. The Parties shall convene the Jacob's Well Natural Area Advisory Board, selected by the County, TNC, and WVWA to advise the County and WVWA on management and programs and to assist in generating public and private support for the Project. The Parties agree that the Project, as managed and operated by WVWA, shall allow public access during certain times of the day and week as determined in a Jacob's Well Natural Area Management Plan crafted in conjunction with The Nature Conservancy and consistent with sound ecological and watershed management. The Parties agree that all activities and programs at JWNA shall at all times conform to the requirements of the Conservation Easements.

F. The County shall dedicate its staff and other resources to grants development for the Project, as needed. While the County may voluntarily choose to match grant funds associated with the Project in the future, this Section shall not be construed as a commitment of future funds from the County, aside from those commitments specifically cited in this Amended MOU.

G. The County and WVWA mutually grant to each other rights of first refusal over their respective tracts described herein and the deed to the County conveying the 31 acres shall so reflect.

H. In the event that Hays County condemns the conservation easement on the 31-Acre Tract, the 31-Acre Tract shall revert in fee to WVWA. If WVWA no longer exists or is not in good standing with the Texas Secretary of State, then the property shall transfer to The Nature Conservancy. The deed to the County conveying the 31-Acre Tract shall reflect the terms of this Section.

I. WVWA shall retain an access easement to Jacob's Well from the 15 acres retained by WVWA across the 31-Acre Tract to the Well and the deed to the County conveying the 31 acres shall so reflect. The easement shall be for all purposes not inconsistent with the Conservation Easements.

#### **IV. MISCELLANEOUS.**

***Compliance With Laws.*** Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Amended MOU and/or applicable to the parties performing the terms and conditions of this Amended MOU.

***Severability.*** If any Section or provision of this Amended MOU is held to be invalid or void, the other Sections and provisions of this Amended MOU shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Amended MOU shall be construed so that they are as consistent with the Parties' intents as possible.

***Multiple Counterparts.*** This Amended MOU may be executed in several counterparts, all of which taken together shall constitute one single Amended MOU between the parties.

***Section Headings; Exhibits.*** The Section and Subsection headings of this Amended MOU shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Amended MOU are included merely for organization and ease of review. The Exhibit(s) that

may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

***Waiver By Party.*** Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Amended MOU of any covenant, term, condition, agreement, right, or duty that arises under this Amended MOU shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Amended MOU.

***Governing Law; Venue.*** THIS AMENDED MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Amended MOU will be brought in Hays County, Texas.

***Assignment.*** Neither party to this Amended MOU may assign it duties, interests, rights, benefits and/or obligations under this Amended MOU, in whole or in part, without the other party's prior written consent thereto.

***Entire Agreement; Amendment.*** This Amended MOU (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Amended MOU must be made in writing and signed by the parties to this Amended MOU prior to the performance of any terms or conditions contained in said amendments.

**The Parties enter into this 2nd Amended Memorandum of Understanding Between Hays County, Texas and Wimberley Valley Watershed Association Regarding Commitment of Parks Bond Funds to the Jacob's Well Project with the intention to be bound hereto, and in reliance on the mutual covenants made herein, as is evidenced by their authorized signatures, below.**

**The County**

**The Association**

\_\_\_\_\_  
**Elizabeth "Liz" Sumter**  
**Hays County Judge**  
**111 E. San Antonio, Suite 300**  
**San Marcos, TX 78666**  
*(Affidavit follows on the next page)*

\_\_\_\_\_  
**By: Jack Hollon**  
**Title: President**  
**Street:**  
**City, State, Zip:**  
*(Affidavit follows on the next page)*

**Attest:** \_\_\_\_\_  
**Linda Fritsche, Hays County Clerk**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Executive Session Pursuant to Section 551.087 of the Texas Government Code, to receive information only on Project Sunburst and Project Mach**

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

**PREFERRED MEETING DATE REQUESTED: August 10, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Amy Madison**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: To be provided in Executive Session**

