

**Commissioners Court -June 28, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **28th day of June, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag
ROLL CALL

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. HERZOG
2	5-11	Approve Commissioners Court Minutes of June 21, 2011. COBB/GONZALEZ
3	12-13	Approve award of Bid #2011-B05 "A/C & Heating Services Countywide" to Avatt Services. COBB/HERZOG/MAIORKA/KNOTT
4	14-26	Approve the February 2011 and March 2011 Treasurer's Reports and Investment Reports. COBB/TUTTLE
5	27-28	Authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004, and upon receipt amend the budget accordingly. COBB/HAUFF
6	29	Authorize Institutional OSSF Permit for an olive oil processing plant tasting and retail room and cooking demonstration kitchen located at 2530 West Fitzhugh Road, Dripping Springs, TX 78620, in Precinct 4. WHISENANT/POPE
7	30-35	Approve asset transfer requests for (6) vehicles from the Sheriff's Office to various Hays County departments. COBB

ACTION ITEMS

ROADS

8	36	Call for a public hearing on July 12, 2011 to set traffic regulations on Posey Road in Precinct 1. INGALSBE/BORCHERDING
9	37-42	Discussion and possible action to consider the release of the maintenance surety in the amount of \$8,200.00 and accept for maintenance all road and drainage improvements within County ROW for the Martinez Addition Subdivision in Precinct 2. JONES/BORCHERDING
10	43-48	Discussion and possible action to consider acceptance of the street and drainage improvements in Highpointe Subdivision Phase 4 Section 1A and 1B; release the construction surety in the amount of \$1,180,747.95. WHISENANT/BORCHERDING
11	49-56	Discussion and possible action to release the re-vegetation surety in the amount of \$14,803 for Highpointe Subdivision Phase 4 Section 1A and 1B. WHISENANT/BORCHERDING

MISCELLANEOUS		
12	57-59	Discussion and possible action to amend the Sheriff's Office and Jail budgets to replace outdated bulletproof vests. COBB/CUTLER
13	60	Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Office of Justice Programs for up to \$25,200.00 for the purchase of bulletproof vests. CONLEY/HAUFF
14	61	Discussion and possible action to cancel the July 5th Commissioners Court meeting. COBB
15	62	Discussion and possible action to re-appoint M. Scott Roberts to Director, Position #5 on the Driftwood Economic Development Municipal Management District's Board of Directors. WHISENANT
16	63-64	Discussion and possible action to accept the resignation of Hays County Emergency Services District #1 Commissioner Jim Spencer and consider the appointment of Russell G. Molenaar, Sr. to fill that unexpired term. WHISENANT
17	65-92	Discussion and possible action to authorize the County Judge to execute Sub-award Agreements with Texas State University for grant funds for the County's participation in the Advanced Law Enforcement Rapid Response Training (ALERRT) program and amend the budget accordingly. INGALSBE/CUTLER/HAUFF
18	93	Discussion and possible action to authorize County staff and the Purchasing Office to develop and solicit a Request for Qualifications (RFQ) for development of a Master Plan for the Jacob's Well property. CONLEY/HAUFF
19	94-124	Discussion and possible action to authorize the County Judge to execute the 2011 Tax Abatement Certificates for CFAN, Genlyte - HADCO Division, and Genlyte - Wide-Lite Division per previously approved agreements. COBB
20	125-126	Discussion and possible action to approve the project list regarding Hays County's request for Capital Area Metropolitan Planning Organization (CAMPO) funding and to authorize the County Judge submit an application for the funding of these projects. COBB

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.

21	127	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on Ranch Road 12. Possible action to follow in open court. CONLEY
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STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

22	Discussion and possible action related to the burn ban and/or the local disaster declaration. COBB
23	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. INGALSBE
24	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
25	Presentations by Department Heads to update and inform the Commissioners Court of department structure, performance, and goals. COBB/BAEN
26	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
27	Discussion of material relating to the Hays County Water and Wastewater Authority and/or the LCRA divestiture. WHISENANT
28	Discussion and possible action regarding CAMPO's call for projects that would be funded by federal stimulus monies. CONLEY/BORCHERDING

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 24TH day of June, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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: 6/28/11

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

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

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

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF JUNE 21, 2011.

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

PREFERRED MEETING DATE REQUESTED: JUNE 28, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 21ST DAY OF JUNE A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Brother Johnson of the First Baptist Church gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Sam Brannon resident of San Marcos spoke.

28150 ADOPT A PROCLAMATION DECLARING JUNE 24 - 26, 2011 AS TEXAS PARENT TO PARENT WEEKEND IN HAYS COUNTY

John Roppolo spoke of Texas Parent to Parent and introduced Jeanine Pinner of Texas Parent to Parent. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to adopt a Proclamation declaring June 24 - 26, 2011 as Texas Parent to Parent Weekend in Hays County. All voting "Aye". MOTION PASSED

28151 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve payments of county invoices of the amount of \$576,768.36 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28152 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 14, 2011

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of June 14, 2011. All voting "Aye". MOTION PASSED

28153 MODIFY THE DECEMBER PAYROLL DATE TO THE LAST WORKING DAY OF THE MONTH

Paying out the final paycheck in December on the last working day prior to the Christmas holidays is providing to be a hardship for some employees. I respectfully request to change the pay date to the last working day of December to be consistent as all other months. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to modify the December payroll date to the last working day of the month. All voting "Aye". MOTION PASSED

28154 APPROVE AWARD OF IFB #2011-B03 PHASE 3 INTERIOR RENOVATIONS TO THE LBJ MUSEUM TO SOLIDARITY CONTRACTING LLC AND AUTHORIZE COUNTY JUDGE TO EXECUTE CONTRACT

Commissioner Whisenant and Special Counsel Mark Kennedy spoke. There were five bids receive Solidarity Contracting from Houston Texas, MDS Builders from Austin Texas, Fromberg Construction from Austin Texas, Tolero Construction from Austin Texas, Stokes Construction from San Marcos Texas with Solidarity Contracting providing the lowest and best bid for the project. All qualifications, bonds, insurance and references have been reviewed and are in place and favorable. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve award of IFB #2011-B03 Phase 3 Interior Renovations to the LBJ Museum to Solidarity Contracting LLC and authorize County Judge to execute contract. All voting "Aye". MOTION PASSED



JUNE 21, 2011

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28155 AMEND BUDGET OF JAIL OPERATIONS FOR MEDICAL SUPPLIES FROM CONTRACT DETENTION FUNDS

Additional funds are needed in Jail medical prescriptions/supplies, Sherriff Office wishes to use savings in contract inmate detention. Amount required \$ 25,000 to 001-618-03-5231 Medical Supplies from 001-618-03-5361 Contract Inmate Detention. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to amend Budget of Jail Operations for medical supplies from contract detention funds. All voting "Aye". MOTION PASSED

28156 ACCEPT DONATION OF COMPUTER/MONITOR TO THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY

Mike Wood is donating his computer/monitor to the Hays County Gang Task Force, valued by Information Technology. Donations are accepted by Court, and recorded in budget and system. Amount \$ 1,150 to 001-618-00.5717 Law Enforcement Eqpt from 001-618-00.4610 Contributions. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept donation of computer/monitor to the Sheriff's Office and amend the budget accordingly. All voting "Aye". MOTION PASSED

28157 APPROVE THE TRANSFER OF FUNDS IN THE IMMUNIZATION GRANT FROM SALARIES TO THE LINE ITEMS LISTED IN THE SUMMARY, AND AMEND THE BUDGET ACCORDINGLY

The purchase of the following computer equipment is included in the amendment two Fujitsu FI-6140 color duplex document scanners with a one year maintenance contract. This amendment will allow the Personal Health Department immunization program to spend the grant award with no matching funds required from the County. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve the transfer of funds in the Immunization grant from salaries to the line items listed in the summary, and amend the budget accordingly. All voting "Aye". MOTION PASSED

28158 AMEND THE BUDGET IN GENERAL FUND TO TRANSFER COST OF SOFTWARE FROM FIRE MARSHAL TO INFORMATION TECHNOLOGY

Fire Marshal is required to change dispatching software, requests cost of \$4,600 to transfer to Information Technology from his savings in office equipment line item to 001-680-00.5718 Information Tech Software from 001-665-00.5711 Fire Marshal Office. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to amend the Budget in General Fund to transfer cost of software from Fire Marshal to Information Technology. All voting "Aye". MOTION PASSED

28159 APPROVE CHANGE ORDER #2 IN THE AMOUNT OF \$24,287.41 FOR BID#2010-B17 "CONTRACTOR FOR STABILIZATION PROJECT FOR THE OLD HAYS COUNTY JAIL" AND AUTHORIZE COUNTY JUDGE TO EXECUTE SAME

The change order results in an overall contract increase of \$31,387 which represents an 18.5 percent increase in the original contract of \$169,000. The maximum increase to the original contract that the County can approve is 25 percent. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve Change Order #2 in the amount of \$24,287.41 for Bid#2010-B17 "Contractor for Stabilization Project for the Old Hays County Jail" and authorize County Judge to execute same. All voting "Aye". MOTION PASSED

28160 AMEND THE SHERIFF DRUG FORFEITURE FUND BUDGET TO PURCHASE EQUIPMENT

The Sheriff's Drug Forfeiture funds may be used at his discretion. In order to follow County policy, the Sheriff's Office is requesting to move the funds into the appropriate general ledger account to purchase K9 equipment. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to amend the Sheriff Drug Forfeiture Fund budget to purchase equipment. All voting "Aye". MOTION PASSED

28161 ACCEPT A \$500 DONATION TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH PROGRAM AND AMEND THE BUDGET ACCORDINGLY

The Sherriff's Office received a donation in the amount of \$500.00 from Bluebonnet Electric Cooperative for National Night Out and request to deposit into line item 052-618-00.5222. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept a \$500 donation to the Sheriff's Office Community Outreach Program and amend the budget accordingly. All voting "Aye". MOTION PASSED



- 28162 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE FY11 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR EQUIPMENT FOR THE DISTRICT CLERK'S OFFICE, DISTRICT ATTORNEY'S OFFICE, AND COUNTY COURT-AT-LAW IN THE AMOUNT OF \$12,165.00**

This grant application is for equipment (scanners, laptops, monitor and computer) for the District Clerks office, District Attorney's Office and County Court-At Law to improve our judicial system by allowing digital access to legal documents, securing the documents at the time of filing, to eliminate the risk of lost information readily available upon request to individuals needing copies or the Judges needing to document during court proceedings. Immediately after the document is scanned into the system other county offices (District Judge, District Attorney, Compliance and Sherriff's Office) will have access to these images that will assist them in their involvement within the judicial process at their convenience. Also requested is a new computer center to provide customers. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to submit a grant application U.S. Department of Justice, Office of Justice Programs, under the FY11 Edward Byrne Memorial Justice Assistance Grant (JAG) program for equipment for the District Clerk's Office, District Attorney's Office, and County Court-at-Law in the amount of \$12,165.00. All voting "Aye". MOTION PASSED

- 28163 ACCEPT AND RATIFY THE EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP)**

In compliance with the Code of Federal Regulations, Title 28, Chapter 1, Section 42.301 Subpart E, an as a recipient of law enforcement administrative assistance, ratification of the Equal Employment Opportunity Plan. As a recipient agency, the county continuously self evaluate whether any of our recruitment, selection activities have the effect of denying Equal Employment Opportunities to minorities and women. The approval of this EEOP will allow the County to remain in compliance. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept and ratify the Equal Employment Opportunity Plan (EEOP). All voting "Aye". MOTION PASSED

- 28164 AMEND THE DEVELOPMENT SERVICES OPERATING BUDGET FOR CONTRACT SERVICES FOR CONTINUED PLAN REVIEW**

On May 31, 2011 the Commissioners Court approved the elimination of the Natural Resources Program Manager position, authorized the County Judge to negotiate a PSA for continued contract services in an amount no to exceed \$10,000 for plan review. On June 14, 2011 the Commissioners Court approved the PSA. Salary savings will be used to fund the budget amendment as outlined in the service agreement. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to amend the Development Services operating budget for contract services for continued plan review. All voting "Aye". MOTION PASSED

- 28165 ELLSWORTH SUBDIVISION [11-1-11-1 LOT] APPROVE FINAL PLAT**

Roxie Botkin spoke of the Ellsworth Subdivision and all requirements were met. The Ellsworth Subdivision is a proposed subdivision of 1.00 acre of land located off Francis Harris Lane in Precinct 1. The lot will be served by Crystal Clear Water Supply and an on-site sewage facility to be permitted by Hays County. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve final plat of Ellsworth Subdivision 1 Lot. All voting "Aye". MOTION PASSED

- 28166 RESUBDIVISION OF LOT 6, THOMPSON RANCH ESTATES [11-3-13 - 2 LOTS] APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING JULY 19, 2011**

Roxie Botkin spoke of the Thompson Ranch Estates and all the requirements were met. Thompson Ranch Estates is a 16 lot subdivision located of Wayside Drive in Precinct 3. The owner of lot 6 wishes to divide the 9.98 acre lot into two new parcels. The new configuration will consist of the following: Lot 6-A 3.98 ac; Lot 6-B 6 ac. Lot 6-A is currently served by a private well an on-site sewage facility. Lot 6-B will utilizes a private well and OSSF at the time of development. Mrs. Cheatham will be an additional member of the Board, her appointment is not a replacement for a departing member. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to approve Resubdivision of Lot 6, Thompson Ranch Estates. Approve preliminary plan; and call for public hearing July 9, 2011. All voting "Aye". MOTION PASSED

- 28167 APPROVE THE APPOINTMENT OF CORNELIA CHEATHAM TO THE HAYS COUNTY CHILD PROTECTIVE BOARD**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to approve the appointment of Cornelia Cheatham to the Hays County Child Protective Board. All voting "Aye". MOTION PASSED



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28168 ADOPT A RESOLUTION IN SUPPORT OF THE PUBLIC SAFETY ANSWERING POINT (PSAP) CONSOLIDATION

Erica Carpenter, PSAP Manager of Hays County Sheriff's Office spoke. Hays County has four 911 Centers. Commissioner Conley spoke of the resolution. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to adopt a resolution in support of the Public Safety Answering Point (PSAP) Consolidation. All voting "Aye". MOTION PASSED

RENEW THE BOTTLED WATER CONTRACT WITH HILL COUNTRY SPRINGS AND TO ASSIGN THE RESPONSIBILITY FOR FUNDING OF BOTTLED WATER SERVICE FOR INDIVIDUAL DEPARTMENTS TO THE BUDGETS OF THOSE DEPARTMENTS

Constable David Peterson spoke on behalf of his department. Commissioner Whisenant spoke of the bottled water contract. Clint Garza gave an overview of a study his department did on the water quality. The contract for bottle water service with Hill Country Springs will expire at the end of June 2011. If individual departments wish to continue bottled water service the contract can be renewed, however funding for bottled water will now be the responsibility of each individual department utilizing the service. Each department will need to communicate with the service provider that they wish to continue using bottled water, and each department will need to confirm with the auditor's office that funding is available in their department budget. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to renew the bottled water contract with Hill Country Springs and to assign the responsibility for funding of bottled water service for individual departments to the budgets of those departments. Commissioner Whisenant and Commissioner Jones voting "Aye". Commissioner Conley and Commissioner Ingalsbe voting "No". MOTION FAILED

RE-ASSIGN THE RESPONSIBILITIES OF COMPLIANCE AND COLLECTIONS FOR HAYS COUNTY COURTS-AT-LAW #1 AND #2 FROM THE COMPLIANCE AND COLLECTIONS DEPARTMENT TO THE COUNTY COURTS-AT-LAW

Judge Linda Rodriguez gave an overview of the Compliance and Collections. Judy Siems Compliance Administrator spoke of her department. District Clerk Beverly Crumley spoke of the Compliance Department incoming collections were a great help. Responsibilities for compliance and collections for Hays County Courts-at-Law #1 and #2 will no longer be assigned to the Compliance and Collections Department. Hays County Courts-at-Law #1 and #2 will be responsible for implementing plans for compliance and arranging for all collections. The Compliance and Collections Department will continue to handle all compliance and collections for the District Courts. Court will bring this issue back at a later date.

28169 CONSENT TO THE CONTINUATION OF THE LOCAL DISASTER DECLARATION IMPLEMENTED BY THE COUNTY JUDGE UNDER CHAPTER 418 OF THE TEXAS GOVERNMENT CODE ON OR ABOUT JUNE 15, 2011

Fire Marshall Mark Chambers spoke of the City of Buda and Wimberley cancellation of public fireworks display. Currently the City of San Marcos and Kyle is still having the public firework display. There are 225 counties in Texas in the Burn Ban. Section 418.108 declares that the County Judge's order banning the sale and/or use of fireworks cannot be held in place for longer than seven days without consent of the Commissioners Court. The County Judge and the Fire Marshall request consent of the Court to continue this prohibition against the sale and/or use of fireworks until weather conditions have improved, drought conditions have abated, and the risk of wildfire is reduced. A motion was made by Commissioner Whisenant seconded by Commissioner Conley to continue the local disaster declaration implemented by the County Judge under Chapter 418 of the Texas Government Code on or about June 15, 2011. All voting "Aye". MOTION PASSED

28170 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON FM 1626 NORTH

Court convened into closed executive session at 11:04 a.m. reconvened into open meeting at 11:06 a.m. In attendance in Executive Session were In attendance in Executive Session were Commissioner Conley, Commissioner Whisenant, Commissioner Jones, Commissioner Ingalsbe, Judge Cobb, Special Counsel Mark Kennedy and Lori Bible. A motion to Authorize the County Judge to execute a Purchase Agreement between Hays County and Michael Thames as presented by counsel and our Row coordinator and related to Row acquisition on FM 1626 North was made by Commissioner Jones seconded by Commissioner Ingalsbe All voting "Aye". MOTION PASSED



28171 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON C.R. 210

Court convened into closed executive session at 11:06 a.m. reconvened into open meeting at 11:15 a.m. In attendance in Executive Session were Commissioner Conley, Commissioner Whisenant, Commissioner Jones, Commissioner Ingalsbe, Judge Cobb, Special Counsel Mark Kennedy and Lori Bible. A motion to Authorize the County Judge to execute a Purchase Agreement related to Row Acquisition on CR 210 between Hays County and Fullerton Properties, incorporating the terms presented in executive session was made by Commissioner Jones seconded by Commissioner Ingalsbe All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #25 RE: EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON RANCH ROAD 12 - was pulled

EXECUTIVE SESSION, PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE, TO DISCUSS ECONOMIC DEVELOPMENT OPPORTUNITIES

Court convened into closed executive session at 9:22 a.m. reconvened into open meeting at 9:45 a.m. In attendance in Executive Session were Commissioner Conley, Commissioner Whisenant, Commissioner Jones, Commissioner Ingalsbe, Judge Cobb, Special Counsel Mark Kennedy and Amy C. Madison CECD, EDFP President & CEO of the Greater San Marcos Partnership. No action taken.

ACTION RELATED TO THE BURN BAN

Mark Chambers Fire Marshal recommended that the Burn Ban stay in effect.

Clerk's Note: Agenda Item #28 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 #29 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR - was pulled

Clerk's Note: Agenda Item #30 RE: PRESENTATIONS BY DEPARTMENT HEADS TO UPDATE AND INFORM THE COMMISSIONERS COURT OF DEPARTMENT STRUCTURE, PERFORMANCE, AND GOALS - was pulled

28172 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S). THE INTENT OF THE STANDING AGENDA ITEM IS TO RECOGNIZE DEADLINE RESTRAINTS AND REMOVE BARRIERS OR BOTTLENECKS FOR HIRING MANAGERS WHEN PRESENTING TO COMMISSIONERS COURT KEY POSITIONS THEY FEEL ARE NEEDED TO BE FILLED

Elections Administrator Joyce Cowan spoke of the posting and the need to fill job vacancy. The job description is - provides electronic computer support for the elections office, responsibilities include trouble shooting, testing, programming, maintenance and data management regarding equipment used in the election and is responsible for physical storage of that equipment and also assists in other activities. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to hire replacement for the Election Equipment Data Coordinator in the Elections Office. All voting "Aye". MOTION PASSED

Special Counsel Mark Kennedy spoke on behalf of the District Attorney's Office position. The person they want to hire has 17 years experience and would like to offer an amount of \$62,602 with the Court's permission. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to hire an Attorney at a rate of \$62,602 plus benefits. All voting "Aye". MOTION PASSED

Special Counsel Mark Kennedy spoke on behalf of the District Attorney Office position. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to allow Jordan Davisson to work 20-hours per week starting 6/27/11 and ending 8/12/11 with money coming out of Salary Savings. All voting "Aye". MOTION PASSED

HAYS COUNTY COMMISSIONERS' COURT MINUTES



JUNE 21, 2011

VOLUME U PG 615

Clerk's Note: Agenda Item #32 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND WASTEWATER AUTHORITY AND/OR THE LCRA DIVESTITURE - was pulled

Clerk's Note: Agenda Item #33 RE: DISCUSSION AND POSSIBLE ACTION REGARDING CAMPO'S CALL FOR PROJECTS THAT WOULD BE FUNDED BY FEDERAL STIMULUS MONIES - was pulled

A motion was made by Commissioner Whisenant seconded by Commissioner Jones to adjourn court.

I, LIZ Q. GONZALEZ, 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 June 21, 2011.



LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Approve award of Bid #2011-B05 "A/C & Heating Services Countywide" to Avatt Services.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Knott

SPONSORED BY:

SUMMARY: Purchasing received 5 bids with Avatt providing the lowest and best bid for the services. (see attached tabulation of bids provided)

AIRCONDITIONING & HEATING SERVICES

BID # 2011-B05

Avatt Services, Inc. Toler Service Co. Logic Mechanical, Inc. Classic Aire Mechanical, Inc. San Marcos A/C Inc.					
Licensed Tech					
Regular hours	\$54.00	\$60.00	\$75.00	\$85.00	\$70.00
After hours	\$81.00	\$60.00	\$112.50	\$127.50	\$100.00
Week-ends	\$81.00	\$60.00	\$112.50	\$127.50	\$100.00
Holidays	\$81.00	\$60.00	\$150.00	\$127.50	\$100.00
Experienced Tech Helper					
Regular hours	\$44.00	\$30.00	\$35.00	\$30.00	\$40.00
After hours	\$66.00	\$30.00	\$52.50	\$60.00	\$60.00
Week-ends	\$66.00	\$30.00	\$52.50	\$60.00	\$60.00
Holidays	\$66.00	\$30.00	\$70.00	\$60.00	\$60.00
Mark-up % from cost					
	35%	50%	35%	20%	Up to \$50 - 50%
					\$50 to \$100 - 40%
					Over \$100 - 35%
Heavy Equip. rate per hour	\$200.00	\$300.00	\$95.00 2 hr/min	\$300.00	Varies
Travel Charge					
					Dripping Springs - \$35
					Wimberley - \$20
					San Marcos - \$0
					Buda - \$15
					Kyle - \$10

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 February 2011 and March 2011 Treasurer's Reports and Investment Reports

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

PREFERRED MEETING DATE REQUESTED: 6/28/11

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Bert Cobb, Hays County Judge

SUMMARY: Approve the February 2011 and March 2011 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MARCH 2010

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total	
								Investments	FUND
General	\$ 1,640,430.47	\$ 79.87	\$ 2,139,131.72	\$ 3,690,500.00	\$ 7,436,883.00	\$ -	\$ 33,459.16	\$ 42,321,251.90	\$ 42,354,711.06
Road and Bridge General	\$ 220,217.44	\$ 25.92	\$ 359,060.96	\$ 149,403.30	\$ 728,681.70	\$ -	\$ 25.92	\$ 6,459,235.30	\$ 6,459,261.22
Medical and Dental Fund	\$ 3.06	\$ 2.06	\$ 802,087.23	\$ -	\$ 802,089.28	\$ -	\$ 3.07	\$ 356,413.76	\$ 356,416.83
Sheriff's Drug Forfeiture	\$ 2,886.82	\$ -	\$ -	\$ 2,264.99	\$ 5,150.81	\$ -	\$ 1.00	\$ 63,210.30	\$ 63,211.30
District Attorney Drug Forfeiture	\$ 3,753.28	\$ -	\$ 21.99	\$ -	\$ 700.00	\$ 3,074.25	\$ 1.00	\$ 11,596.85	\$ 11,597.85
Hot Check Fee Fund	\$ 11,440.29	\$ -	\$ 2,922.69	\$ -	\$ 1,506.86	\$ -	\$ 12,856.12	\$ -	\$ 12,856.12
Health Services Grants	\$ 59,724.43	\$ 22.49	\$ 117,516.94	\$ -	\$ 177,240.37	\$ -	\$ 23.49	\$ 39.41	\$ 62.90
Family Health Services	\$ 27,337.15	\$ 3.96	\$ 453,365.26	\$ -	\$ 400,364.44	\$ 77,458.51	\$ 2,883.41	\$ 77,478.97	\$ 80,362.38
Juvenile Detention Center	\$ 230,622.35	\$ 36.36	\$ 529,388.64	\$ -	\$ 668,686.31	\$ 38,394.68	\$ 52,966.36	\$ 121,997.91	\$ 174,964.27
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,791.27	\$ 600,792.27
Historical Commission Trust Fund	\$ 679.00	\$ -	\$ 1,325.00	\$ -	\$ -	\$ 1,177.50	\$ 826.50	\$ 21,682.04	\$ 22,508.54

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,269.96	\$ 4,269.96
Road Construction Bond 2006	\$ 515,112.42	\$ -	\$ -	\$ 172,204.34	\$ 687,316.76	\$ -	\$ (0.00)	\$ 1,992,604.78	\$ 1,992,604.78
Parks Bond 2007	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00
Parks Bond 2008	\$ 50,988.15	\$ -	\$ -	\$ 155,878.43	\$ 206,865.58	\$ -	\$ 1.00	\$ 5,330,556.07	\$ 5,330,557.07
Certificates of Obligation 2009	\$ 142,385.30	\$ 2.22	\$ -	\$ 256,363.67	\$ 398,747.97	\$ -	\$ 3.22	\$ 7,020,334.77	\$ 7,020,337.99
Road Construction Bond 2009	\$ 41,677.81	\$ 1.16	\$ 1,798.00	\$ 218,186.32	\$ 261,661.13	\$ -	\$ 2.16	\$ 8,250,773.06	\$ 8,250,775.22
Pass Thru Revenue Bond 2009	\$ 371,915.96	\$ 4.04	\$ 2,603.36	\$ 225,054.80	\$ 589,573.12	\$ -	\$ 5.04	\$ 34,522,235.72	\$ 34,522,240.76
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 38,801.00	\$ -	\$ -	\$ 11,215.09	\$ 50,015.09	\$ -	\$ 1.00	\$ 206,779.77	\$ 206,780.77
Cedar Oaks Mesa	\$ 112,578.50	\$ -	\$ 15,600.00	\$ -	\$ 68,287.50	\$ -	\$ 59,891.00	\$ -	\$ 59,891.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 16.89	\$ 3.50	\$ 30,872.75	\$ -	\$ -	\$ 30,888.64	\$ 4.50	\$ 7,877,885.82	\$ 7,877,890.32
GRAND TOTALS:	\$ 3,470,571.31	\$ 181.67	\$ 4,455,674.54	\$ 4,881,070.94	\$ 12,493,549.92	\$ 150,993.58	\$ 162,954.96	\$ 115,239,137.66	\$ 115,402,092.62

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 March 2010

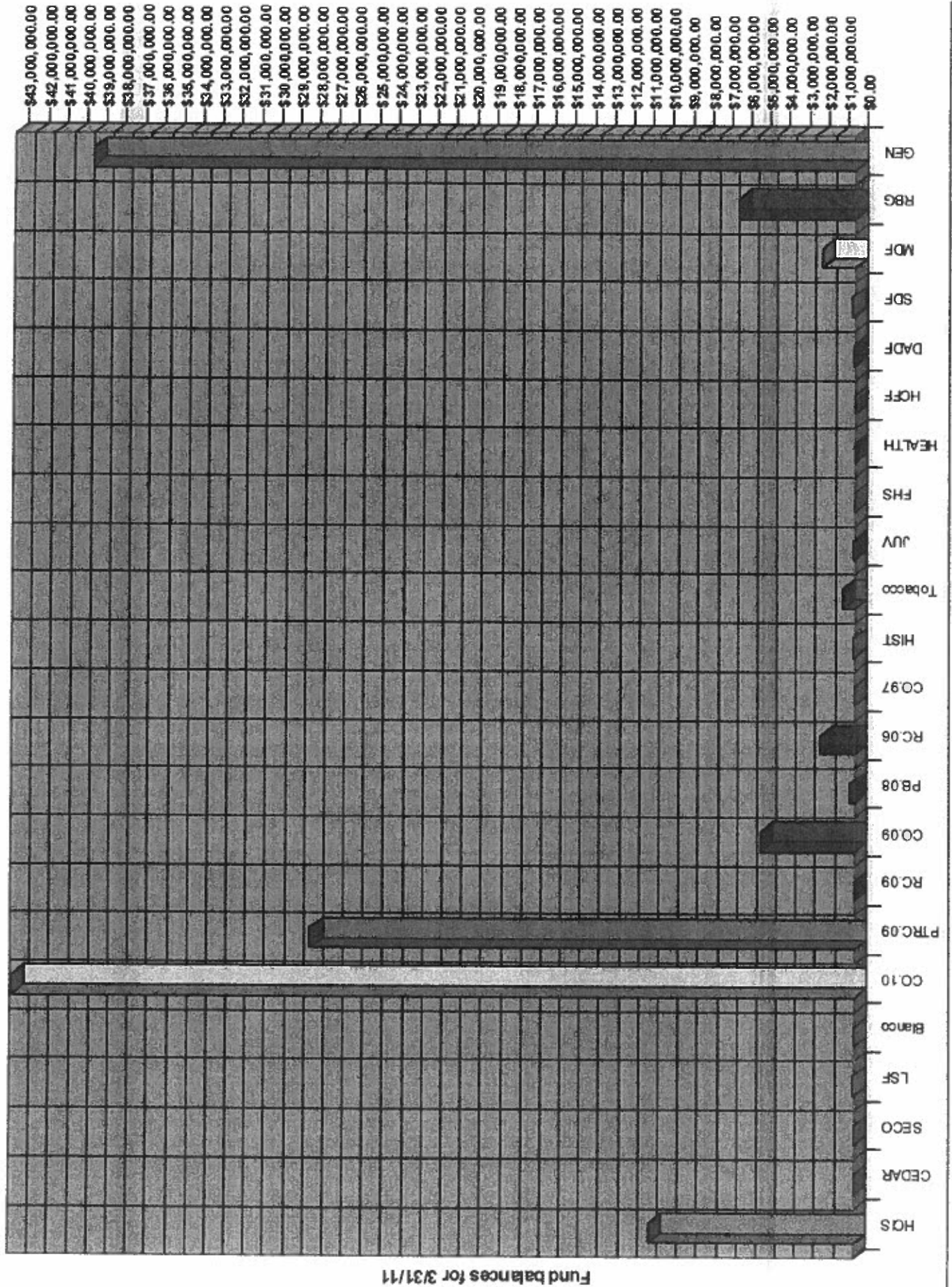
PAGE 1

SAGE CAPITAL BANK				
Description	2/28/10 Balance	Interest	Deposits	Debits
All Funds (see Page 1)	\$ 3,470,571.31	181.67	9,336,745.48	12,644,543.50
				162,954.98
TEXPOOL				
	0.1577%	NAV .99996		
Description	2/28/10 Balance	Interest	Deposits	Debits
General	\$ 23,904,288.94	3,146.49	650,220.71	3,690,500.00
Road and Bridge General	\$ 4,764,926.57	633.34	93,225.02	149,403.30
Medical and Dental Fund	\$ 354,979.59	47.53	-	-
Sheriff's Drug Forfeiture	\$ 65,486.66	8.63	-	2,264.99
D.A. Drug Forfeiture	\$ 8,459.06	1.17	3,074.25	-
Health Services Grants	\$ 2.91	-	-	-
Juvenile Center	\$ 83,591.92	11.31	38,394.68	-
Tobacco Settlement Fund	\$ 600,710.81	80.46	-	-
Historical Commission Trust	\$ 13,298.20	1.80	1,177.50	-
Certificates of Obligation '05	\$ 2.66	0.36	4,266.94	-
Road Construction 2006	\$ 2,164,528.94	280.18	-	172,204.34
Parks Bond 2007	\$ -	-	-	-
Parks Bond 2008	\$ 2,483,005.37	319.24	-	155,878.43
Certificates of Obligation '09	\$ 3,272,010.69	436.49	-	256,363.67
Road Construction 2009	\$ 3,463,110.95	455.78	-	218,186.32
Pass Thru Revenue 2009	\$ 15,727,703.28	2,104.95	-	225,054.80
LCRA Service Fee Fund	\$ 217,966.30	28.56	-	11,215.09
Hays County I & S	\$ 5,528,822.39	750.38	168,296.53	-
All Funds	62,652,875.24	8,306.67	958,655.63	4,881,070.94
		NAV 1.00		-
ICT Funds Management				
	0.0600%	NAV 1.00		
Description	2/28/10 Balance	Interest	Deposits	Debits
General	\$ 11,252,994.29	606.33	-	-
Parks Bond 2008	\$ 1,000,437.25	53.91	-	-
Certificates of Obligation '09	\$ 1,000,437.25	53.91	-	-
Road Construction 2009	\$ 1,000,437.25	53.91	-	-
Pass Thru Revenue 2009	\$ 8,003,487.74	431.25	-	-
All Funds	22,257,803.78	1,199.31	-	-
				22,259,003.09

TREASURY BILLS AND NOTES

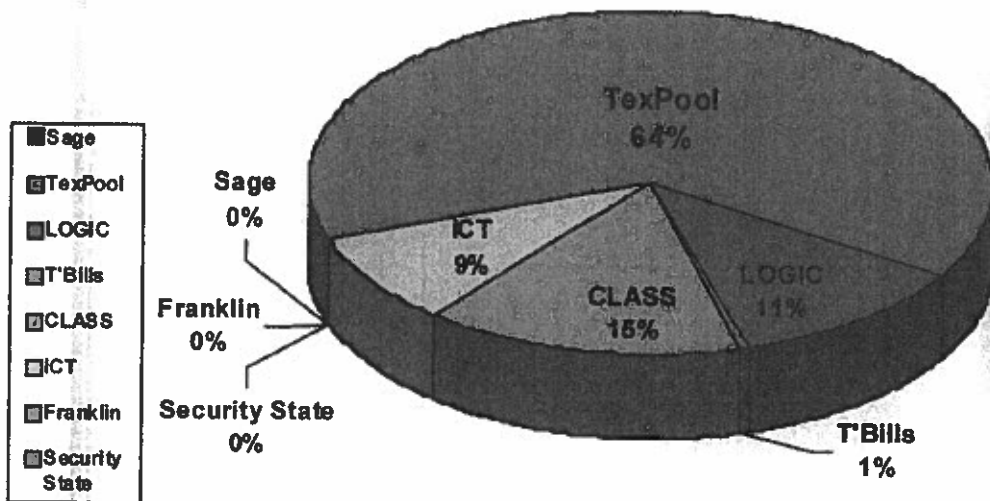
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 2/28/10		Transactions		Balances 3/31/10	
			Par Value	Market Value	Purchases	Maturities	Per Value	Market Value
Security State Bank	General	2.72% 1/7/09	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
Security State Bank	General	3.14% 6/14/12	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
Security State Bank	General	2.99% 7/10/12	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
Security State Bank	General	2.99% 1/4/13	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
Security State Bank	General	2.99% 1/4/13	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
Franklin Bank	General	1.91% 10/19/11	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
TOTAL Fund Balances		122,539,671.97				115,402,092.62		
BENCHMARK								
CURRENT 90 DAY TREASURY BILL YIELDING		0.13%						



INVESTMENT ALLOCATION TOTALS

March 2011



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

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF FEBRUARY 2011

CHECKING

OPERATING FUNDS:											ENDING BALANCE		Total Investments		TOTAL FUND		
BEGINNING BALANCE		Interest		Revenues		Deposits From Investments		Disbursements		Transfer to Investments		ENDING BALANCE		Total Investments		TOTAL FUND	
\$ 18,846.19		\$ 94.60		\$ 2,228,911.92		\$ 3,095,000.00		\$ 5,309,025.78		\$ -		\$ 33,826.93		\$ 41,232,011.86		\$ 41,265,838.79	
\$ 38.35		\$ 19.22		\$ 403,264.59		\$ 89,750.18		\$ 493,052.12		\$ -		\$ 20.22		\$ 6,348,178.79		\$ 6,348,199.01	
\$ 2.93		\$ 0.01		\$ 596,160.01		\$ -		\$ 596,161.84		\$ -		\$ 1.01		\$ 1,717,934.42		\$ 1,717,935.43	
\$ 1.00		\$ -		\$ -		\$ 106.20		\$ 106.20		\$ -		\$ 1.00		\$ 75,870.42		\$ 75,871.42	
\$ 1.00		\$ -		\$ 555.12		\$ -		\$ 555.12		\$ -		\$ 1.00		\$ 43,164.45		\$ 43,165.45	
\$ 19,962.10		\$ -		\$ -		\$ -		\$ 1,385.86		\$ -		\$ 18,576.24		\$ -		\$ 18,576.24	
\$ 346.45		\$ 1.41		\$ 30,729.81		\$ 35,000.00		\$ 66,075.26		\$ -		\$ 2.41		\$ 40.72		\$ 43.13	
\$ 1,980.46		\$ 1.74		\$ 440,299.62		\$ -		\$ 441,661.08		\$ -		\$ 620.74		\$ 421.60		\$ 1,042.34	
\$ 884.52		\$ 31.52		\$ 433,432.46		\$ 4,300.00		\$ 355,846.44		\$ 78,832.54		\$ 3,969.52		\$ 78,925.42		\$ 82,894.94	
\$ 1.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 1.00		\$ 638,485.51		\$ 638,486.51	
\$ 1.00		\$ -		\$ 519.50		\$ -		\$ -		\$ 474.50		\$ 46.00		\$ 26,493.88		\$ 26,539.88	

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$	0.01	\$	-	\$	-	\$	-	\$	-	\$	0.01	\$	-	\$	0.01
Road Construction Bond 2006	\$	1.00	\$	-	\$	-	\$	5,112.13	\$	5,112.13	\$	1.00	\$	1,746,169.43	\$	1,746,170.43
Parks Bond 2008	\$	2.00	\$	-	\$	-	\$	-	\$	-	\$	2.00	\$	197,582.80	\$	197,584.80
Certificates of Obligation 2009	\$	1.14	\$	2.11	\$	-	\$	532,522.52	\$	532,522.66	\$	3.11	\$	5,590,339.03	\$	5,590,342.14
Road Construction Bond 2009	\$	1.45	\$	-	\$	-	\$	1,105,518.29	\$	1,105,518.74	\$	1.00	\$	1,180,230.13	\$	1,180,231.13
Pass Thru Revenue Bond 2009	\$	7.63	\$	12.98	\$	124,918.57	\$	436,542.06	\$	477,022.77	\$	13.98	\$	27,890,646.14	\$	27,890,660.12
Certificates of Obligation 2010	\$	1.00	\$	-	\$	-	\$	2,902,617.80	\$	2,902,617.80	\$	1.00	\$	45,855,893.49	\$	45,855,894.49
TCDP Disaster Relief Blanco	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
LCRA Service Fee Fund	\$	1.00	\$	-	\$	192,637.82	\$	32,896.00	\$	38,446.00	\$	1.00	\$	399,619.94	\$	399,620.94
SECO Energy Eff & Conservation	\$	1.00	\$	-	\$	14,787.50	\$	-	\$	14,787.50	\$	1.00	\$	-	\$	1.00
Cedar Oaks Mesa	\$	139,387.10	\$	-	\$	8,846.03	\$	-	\$	26,232.16	\$	122,000.97	\$	-	\$	122,000.97

INTEREST AND SINKING FUNDS:

Hays County I & S	\$	114.09	\$	1.01	\$	29,000.00	\$	7,628,186.91	\$	7,668,241.93	\$	58.07	\$	10,200,610.79	\$	10,200,612.80
GRAND TOTALS:	\$	181,582.42	\$	164.60	\$	4,504,062.95	\$	15,868,552.09	\$	20,024,371.49	\$	350,897.42	\$	179,093.15	\$	143,401,711.97

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$	185,528.19
General Fund to Juvenile Center	\$	458,253.28
General Fund to SECO	\$	42,251.00

Hays County Treasurer's Investment Report

For February 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	1/31/11 Balance	Interest	Deposits	Debits	2/28/11 Balance
All Funds (see Page 1)	\$ 181,582.42	164.60	20,372,615.04	20,375,268.91	179,093.15

TEXPOOL 0.1500%

Description	1/31/11 Balance	Interest	Deposits	Debits	2/28/11 Balance
General	\$ 17,527,327.02	2,431.14	5,416,093.85	3,095,000.00	19,850,852.01
Road and Bridge General	\$ 3,982,124.74	514.10	701,560.87	89,750.18	4,594,449.53
Medical and Dental Fund	\$ 1,716,351.08	193.63	-	-	1,716,544.71
Sheriff's Drug Forfeiture	\$ 75,968.06	8.56	-	106.20	75,870.42
D.A. Drug Forfeiture	\$ 43,652.17	4.90	-	556.12	43,101.95
Health Services Grants	\$ 35,003.08	1.03	-	35,000.00	4.11
Juvenile Center	\$ 4,392.38	0.50	78,832.54	4,300.00	78,925.42
Tobacco Settlement Fund	\$ 638,413.49	72.02	-	-	638,485.51
Historical Commission Trust	\$ 18,786.75	2.14	474.50	-	19,273.39
Road Construction 2006	\$ 1,751,084.43	197.13	-	5,112.13	1,746,169.43
Parks Bond 2008	\$ 902,620.76	42.80	-	705,080.76	197,582.80
Certificates of Obligation '09	\$ 2,111,053.28	208.50	-	532,522.52	1,578,739.26
Road Construction 2009	\$ 6,722.84	0.78	-	-	6,723.62
Pass Thru Revenue 2009	\$ 9,194,938.16	1,013.62	84,444.49	286,659.17	8,993,737.10
Certificates of Obligation '10	\$ 49,669,209.72	5,394.40	-	3,818,710.63	45,855,893.49
LCRA Service Fee Fund	\$ 245,402.34	25.78	187,087.82	32,896.00	399,619.94
Hays County I & S	\$ 13,700,269.68	1,303.10	1,943,993.72	7,629,186.91	8,016,379.59
All Funds	101,623,329.98	11,414.13	8,412,487.79	16,234,879.62	93,812,352.28

ICT Funds Management 0.0700%

Description	1/31/11 Balance	Interest	Deposits	Debits	2/28/11 Balance
General	\$ 11,259,373.60	604.75	-	-	11,259,978.35
Certificates of Obligation '09	\$ 1,001,004.41	53.76	-	-	1,001,058.17
Road Construction 2009	\$ 930,984.26	44.51	-	222,530.27	708,508.50
Pass Thru Revenue 2009	\$ 8,008,035.03	424.31	-	149,882.89	7,858,576.45
All Funds	21,199,407.30	1,127.33	-	372,413.16	20,828,121.47

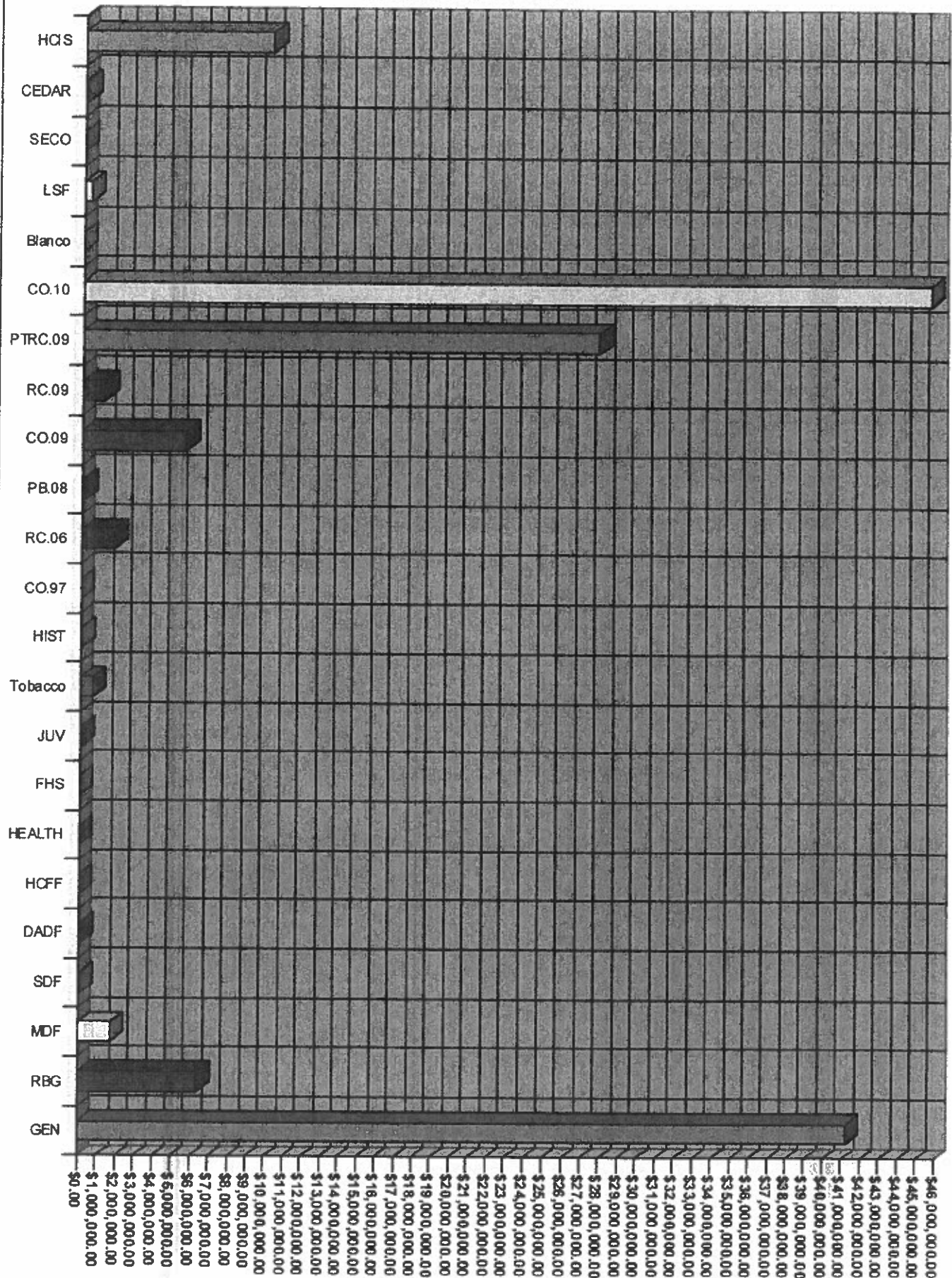
CLASS - MBIA		0.1800%	NAV 1.00			
Description	1/31/11 Balance	Interest	Deposits	Debits	2/28/11 Balance	
General	\$ 3,749,029.21	506.26	-	-	3,749,535.47	
Certificates of Obligation '09	\$ 2,006,911.90	271.00	-	-	2,007,182.90	
Road Construction 2009	\$ 1,332,880.98	162.54	-	882,988.02	450,035.50	
Pass Thru Revenue 2009	\$ 6,020,735.54	813.05	-	-	6,021,548.59	
All Funds	13,109,537.63	1,752.85	-	882,988.02	12,228,302.46	

LOGIC		0.2084%	1.00011			
Description	1/31/11 Balance	Interest	Deposits	Debits	2/28/11 Balance	
General	\$ 5,615,646.82	881.80	-	-	5,616,528.62	
Road and Bridge General	\$ 1,763,448.93	280.33	-	-	1,763,729.26	
Medical and Dental Fund	\$ 1,389.49	0.22	-	-	1,389.71	
D.A. Drug Forfeiture	\$ 82.49	0.01	-	-	82.50	
Health Services Grants	\$ 36.60	0.01	-	-	36.61	
Family Health Services	\$ 421.53	0.07	-	-	421.60	
Historical Commission Trust	\$ 7,219.34	1.15	-	-	7,220.49	
Certificates of Obligation '09	\$ 1,003,198.32	160.38	-	-	1,003,358.70	
Road Construction 2009	\$ 14,960.12	2.39	-	-	14,962.51	
Pass Thru Revenue 2009	\$ 5,015,982.08	801.92	-	-	5,016,784.00	
Hays County I & S	\$ 1,934,019.95	309.20	-	-	1,934,329.15	
All Funds	15,246,385.67	2,437.48	-	-	15,248,823.15	

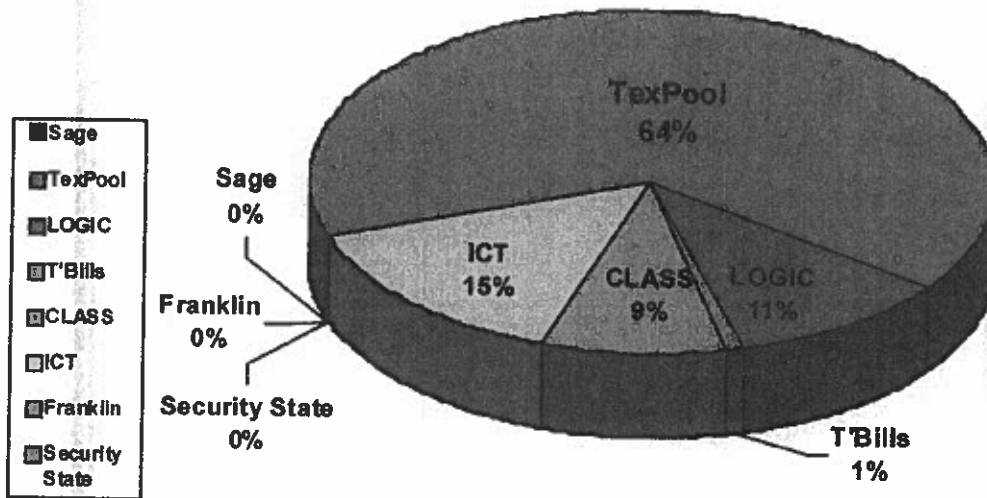
TREASURY BILLS AND NOTES

		Balances 1/31/11		Transactions		Balances 2/28/11	
Description	Price	Yield/ Maturity	Par Value	Market Value	Purchases	Par Value	Market Value
912795C4	99.965	.142 2/24/11	100,000.00	99,980.87	-	100,000.00	-
		General	100,000.00	99,980.87	-	100,000.00	-
912795202	99.9658	.178 3/3/11	200,000.00	199,911.53	-	200,000.00	199,911.53
		General	200,000.00	199,911.53	-	200,000.00	199,911.53
9127952M2	99.9608	.167 4/21/11	250,000.00	249,902.05	-	250,000.00	249,902.05
		Hays County I & S	250,000.00	249,902.05	-	250,000.00	249,902.05
9127952N0	99.9608	.167 4/28/11	500,000.00	499,804.10	-	500,000.00	499,804.10
		General	500,000.00	499,804.10	-	500,000.00	499,804.10
9127952S9	99.9722	.112 6/28/11	100,000.00	99,972.19	-	100,000.00	99,972.19
		General	100,000.00	99,972.19	-	100,000.00	99,972.19
TOTAL			1,050,000.00	1,049,582.68	100,000.00	1,050,000.00	1,049,589.87
				1,049,709.39			1,049,828.36

Fund balances for 2/28/11



INVESTMENT ALLOCATION TOTALS February 2011



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.

Manuel Villanueva
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: Authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004, and upon receipt amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Cobb

SUMMARY:

The Texas Comptroller is authorized, under Section 74.602 of the Texas Property Code, to allocate a portion of the monies associated with unclaimed capital credits received from electric cooperatives back to counties in the cooperative's service area for use to support programs under Section 381.004 of the Local Government Code. The County must request these funds and certify that funds will be used for purposes as specified under Section 381.004. Copies of the Comptroller's notification letter and Section 381.004 of the Local Government Code are attached for review.

Similar letters have been received from the Comptroller's Office in previous years, and the funding received has ranged from approximately \$500 to a little over \$1000. The current amount available has not yet been determined. The County can address use of the funds under Section 381.004(b)(3) "... to stimulate, encourage, and develop business location and commercial activity in the county" through partnership with the Greater San Marcos Economic Development Council.

OFFICE OF THE HAYS COUNTY JUDGE



BERT COBB, M.D.

111 E. San Antonio St., Suite 300 • San Marcos, Texas 78666
Phone: 512/393-2205 • Fax: 512/393-2282 • E-mail: bert.cobb@co.hays.tx.us

June 28, 2011

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, Texas 78711-2019

Dear Comptroller Staff:

Per your letter of June 15, 2011 regarding allocation of a portion of unclaimed capital credits received from electric cooperatives back to counties within their service areas, the Hays County Commissioners Court respectfully requests payment based upon these credits. We certify that said payment will be utilized to fund programs as defined under Chapter 381.004 of the Local Government Code. Such certification was made during the regular Hays County Commissioners Court meeting of June 28, 2011.

The federal tax identification number for Hays County is 74-6002241. We ask that the check be made out to the Hays County Treasurer, if possible. The mailing address for the Hays County Treasurer's Office is as follows:

Hays County Treasurer
111 East San Antonio St., Suite 200
San Marcos, Texas 78666

Should you have any questions regarding our request, please contact me at the number above or Jeff Hauff, Hays County Grants Administrator, at (512) 393-2211. We appreciate your consideration and attention to this matter.

Sincerely,

Bert Cobb, M.D.
Hays County Judge

cc: Jeff Hauff, Hays County Grants Administrator
Bill Herzog, Hays County Auditor
Michele Tuttle, Hays County Treasurer

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: *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

Action to Authorize Institutional OSSF Permit for an olive oil processing plant tasting and retail room and cooking demonstration kitchen located at 2530 West Fitzhugh Road, Dripping Springs, TX 78620, in Precinct 4.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011
--

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Tom Pope, R.S., Development Services.
--

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: Rick Mensik (Texas Hill Country Olive Orchard) is proposing an OSSF to serve an olive oil processing plant tasting and retail room and cooking demonstration kitchen. This property is located at 2530 West Fitzhugh Road, Dripping Springs, TX in Precinct 4. The property is 17.19 acres.

It is an Aerobic Treatment Unit using low pressure dosing dispersal designed by Derrick Lormand, R.S. The On Site Sewage Facility is designed for a maximum wastewater flow of 300 gpd for a maximum of 4 employees and 10 customers per weekday and 30 customers per weekend day. Water is supplied by a proposed public water well.

This on-site sewage facility was originally authorized for construction on 3-16-2011. Reauthorization is needed due to a change in the location and size of the dispersal/drainfield component of the system.

STAFF REVIEW/COMMENTS

Development Services Department Director: Recommend approval.
--

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve asset transfer requests for (6) vehicles from the Sheriff's Office to various Hays County departments.

CHECK ONE:	X	CONSENT	ACTION	EXECUTIVE SESSION
		WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

The following vehicles have been requested for transfer from the Sheriff's Office:

Ford Expedition, 1FMPV15L33LB84067 to Building Maintenance.

Ford F-150, 1FTRF17W1YKA31831 to Building Maintenance.

2005 Chevy Pickup, 1GCEC19T95E263730 to the Parks Department to replace a 1994 Chevy that will be sold at auction.

2005 Ford Crown Victoria, 2FAFP71W15X129851 to Constable Pct. 1 to replace a 2002 Ford Crown Victoria, VIN# 2FAF71W52X132862; the 2005 vehicle currently in the Sheriff's Office is in much better condition than the one Constable Peterson is utilizing and is fully equipped, so no additional equipment will be needed.

2003 F150, 1FTPX17W83NA81985 to the Juvenile Center.

F150, 1FTRX17W12KB57224 to the Civic Center.

See attached asset transfer forms.

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department *** ONLY ONE GENERAL FIXED ASSET PER FORM *** DESCRIPTION OF ITEM (Including Manufacturer and Model Number)	
Ford Expedition Unit # 316	
Fixed Asset County Tag Number: 017398	
Serial Number: 1FMPV15L33LB84067	
Department Name: Sheriff's Dept.	
Location: 1307 Whlam Rd.	
Transfer agreed to by Elected Official/Department Head: Stephen E. Galt (signature) 6/22/11	

To be Completed by Department to which asset is transferred
TRANSFERRED TO Department Name: Hays County Bldg. Maint.
Location: 2019 B. Chris Barker Road
Transfer accepted by Elected Official / Department Head: Ben Queth (signature)
Date: 6-22-11

To be Completed for assets to be auctioned
ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/> Received at Warehouse By: _____
ASSET TO BE HELD AT PURCHASING <input type="checkbox"/> Received at Purchasing By: _____
Date: _____
To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON _____ (Auction Date)

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated: Date: _____ Initials: _____

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction: Date: _____ Initials: _____

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department *** ONLY ONE GENERAL FIXED ASSET PER FORM *** DESCRIPTION OF ITEM (Including Manufacturer and Model Number)		
FORN	F-150	Unit # 003
Fixed Asset County Tag Number: <u>NO County TAG</u>		
Serial Number: <u>1FTRF17W1YKA31831</u>		
Department Name: <u>Sheriff's</u>		
Location: <u>1307 Whelan Rd.</u>		
Transfer agreed to by Elected Official/Department Head: <u>Stephen C. [Signature]</u> (signature)		
<u>6/22/11</u>		

To be Completed by Department to which asset is transferred
TRANSFERRED TO Department Name: <u>Hays County Bldg. Maint.</u>
Location: <u>2019 B. Clovis Barber Road</u>
Transfer accepted by Elected Official / Department Head <u>Ben [Signature]</u> (signature)
Date <u>6-22-11</u>

To be Completed for assets to be auctioned
ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/> Received at Warehouse By: _____
ASSET TO BE HELD AT PURCHASING <input type="checkbox"/> Received at Purchasing By: _____
Date _____
To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON _____ (Auction Date)

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated:
Date _____
Initials _____

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction:
Date _____
Initials _____

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2005 Chevy P.U.

Fixed Asset County Tag Number:

013742

Serial Number:

1GC EC19T95E263730

Department Name:

Shelby's

Location:

1307 W. LAND Rd.

Transfer agreed to by Elected Official/Department Head:

Stephen Cox

(signature)

6/12/11

To be Completed by Department to which
asset is transferred

TRANSFERRED TO HAYS COUNTY
Department Name: PARKS

Location:

5 MILE DAM

Transfer accepted by Elected Official /
Department Head

[Signature]

(signature)

Date

06.17.11

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐

Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING ☐

Received at Purchasing By:

Date

To be completed by Purchasing Office Only
ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date

Initials

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date

Initials

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2003 F150 P.V.

Fixed Asset County Tag Number:

012824

Serial Number:

1F7PX17W83NA 81985

Department Name:

Sheriff

Location:

1307 Uhlmann Rd.

Transfer agreed to by Elected Official/Department Head:

Stephen Carr

(signature)

6/17/2011

To be Completed by Department to which
asset is transferred

TRANSFERRED TO

Department Name:

Juvenile Center

Location:

2250 Clovis Barker Rd.

Transfer accepted by Elected Official /
Department Head

[Signature]

(signature)

Date

6-17-11

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE

☐

Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING

☐

Received at Purchasing By:

Date

To be completed by Purchasing Office Only

ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date

Initials

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date

Initials

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department *** ONLY ONE GENERAL FIXED ASSET PER FORM *** DESCRIPTION OF ITEM (Including Manufacturer and Model Number)	
Fixed Asset County Tag Number: <u>12363</u>	
Serial Number: <u>1FTRX17W12KBS7224</u>	
Department Name: <u>Sheriff's</u>	
Location: <u>1307 W. MAIN</u>	
Transfer agreed to by Elected Official/Department Head: <u>Stephen Cant</u> (signature) <u>6/22/11</u>	

To be Completed by Department to which asset is transferred TRANSFERRED TO Department Name: <u>HAYS COUNTY CIVIC CENTER</u> Location: <u>1249 CIVIC CENTER LOFT</u> Transfer accepted by Elected Official / Department Head <u>[Signature]</u> (signature) Date <u>6/22/11</u>	To be Completed for assets to be auctioned ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/> Received at Warehouse By: _____ ASSET TO BE HELD AT PURCHASING <input type="checkbox"/> Received at Purchasing By: _____ Date _____ To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON _____ (Auction Date)
--	--

AUDITOR OFFICE USE ONLY Fixed Asset System Updated: Date _____ Initials _____	AUDITOR OFFICE USE ONLY Asset Deleted from System After Auction: Date _____ Initials _____
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Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on July 12, 2011 to set traffic regulations on Posey Road in Precinct 1.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: Staff recommends a 25MPH speed limit on Posey Road from railroad tracks, West, to Hunter Road. There is a daycare facility on this portion of the roadway which justifies the lower speed limit.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR: Recommends

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the release of the maintenance surety in the amount of \$8,200.00 and accept for maintenance all road and drainage improvements within County ROW for the Martinez Addition Subdivision in Precinct 2.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: June 22, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Mark Jones

SUMMARY: The Transportation Department staff has inspected and recommends its acceptance for maintenance. Currently the county is holding a letter of credit (attached) in the amount of \$8200.00.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

6/23/11

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Martinez Addition

Dear Commissioners and Judge:

Antonio Martinez, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Martinez Addition. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Michael A. Rivera, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

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

DATE: October 3, 2008.

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

Project Name: Martinez Addition Subdivision Improvements

Project Location: 1172 F.M. 2001 Buda, Texas

Owner's Name and Address

Mr. Antonio Martinez
1172 FM 2001
Buda, Texas 78610

Consultant Engineer's
Name and Address

Rivera Engineering
P. O. Box 90485
Austin, Texas 78709-0485

On this day, I, the undersigned professional engineer, or my representative, made a visual inspection on the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by Hays County, once the following listed items are corrected to the satisfaction of the County Inspector.

Finished grading and revegetation of the street right-of-way.

(Seal)



M.A.R.
Signature
Michael A. Rivera, P.E.
60198
Texas Registration Number



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

INSPECTION REPORT

LOCATION:	Martinez Addition	DATE:	5/6/2011
OWNER:	Martinez	WEATHER:	
CONTRACTOR:		TIME:	
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

Martinez addition Punchlist

1. Seal cracks
2. Kill all vegetation between asphalt and curb
3. Seal cracks in curb

A handwritten signature, likely of Todd Spencer, is written over a horizontal line.

Todd Spencer, Construction Inspector

5/6/2011

Date

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2009 90017295

Instrument Number: 2009-90017295

As

Recorded On: July 01, 2009

NO Fee-Recording #/Misc

Parties: MARTINEZ ADDITION SUBDIVISION

To

Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

NO Fee-Recording #/Misc	0.00
Total Recording:	0.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2009-90017295
Receipt Number: 222482
Recorded Date/Time: July 01, 2009 12:00:10P
Book-Vol/Pg: BK-OPR VL-3686 PG-350
User / Station: R Robinson - Cashing #1



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk



FIRST STATE BANK

ESTABLISHED 1895

LETTER OF CREDIT

90017295 Bk Vol Pg
DPR 3686 351

Date: June 2, 2009

RE: Martinez Addition Subdivision

To: The Hays County Judge

Irrevocable Letter of Credit No. 576

We hereby establish our irrevocable letter of credit in favor of the County of Hays in the account of Mendez Excavation & Road Boring. This letter is effective up to the aggregate amount of \$8,200.00 (Eight Thousand Two Hundred Dollars) and will remain in effect until June 2, 2011 or discharged by the County of Hays. This is authority to draw drafts for any amount, or the full amount not to exceed \$8,200.00 (Eight Thousand Two Hundred Dollars). All drafts are to be marked "Drawn under First State Bank Letter of Credit No. 576" and presented at our office at 401 Main Plaza, New Braunfels, TX, 78130. This letter of credit is given as assurance that all road construction in Martinez Addition Subdivision will be completed to County of Hays specifications.

Each Draft so drawn must be marked "Drawn under First State Bank Letter of Credit #576 and be accompanied by (1) the original letter of credit and (2) a signed statement from the Hays County Judge stating that: "The roads in Martinez Addition Subdivision were not completed as defined in the plans and specifications approved by the Hays County Commissioners' Court." Except so far as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600"

Authorized Signature:
First State Bank:


Name Title

www.firststate-texas.com

201 Main Street • Smithville, TX 78957 • (512) 237-3221 • Fax: (512) 237-4661

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: Discussion and possible action to consider acceptance of the street and drainage improvements in Highpointe Subdivision Phase 4 Section 1A and 1B; release the construction surety in the amount of \$1,180,747.95.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: June 22, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY: The Transportation Department staff has inspected and recommends acceptance of construction. The subdivision will be served by private roads; therefore no additional maintenance surety will be required. Currently Hays County is holding a construction bond (attached) in the amount of \$1,180,747.95 .

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

6/23/11

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

Subject: High Pointe Phase 4 Section 1

Dear Commissioners and Judge:

Pulte Homes is requesting that Hays County release the construction bonds of \$1,180,747.95 and \$ 14,803.00. High Pointe Phase 4 Section1 is a private subdivision and is not seeking inclusion in the county maintenance system. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

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

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

<http://co.hays.tx.us>

FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	High point 4-1 A	DATE:	7/13/2009
OWNER:	Pulte Homes	WEATHER:	mostly cloudy
CONTRACTOR:	Joe Blande Construction	TIME:	12:00p
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION****Highpoint 4-1 A**

1. Seal cracks in curblin
2. Remove all rocks 6" and larger from right-of-way
3. Signage proper height
4. Seal Cracks in roadway
5. Clean roadway
6. Dress behind curb
7. Test reports
8. Asbuilt plans
9. Concurrence letter
10. All environmental punchlist items to be complete and approved by Betty Lambright

Todd Spencer, Construction Inspector

7/13/2009

Date



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

INSPECTION REPORT

LOCATION:	High point 4-1 B	DATE:	7/13/2009
OWNER:	Pulte Homes	WEATHER:	mostly cloudy
CONTRACTOR:	Joe Blande Construction	TIME:	12:30p
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION

Highpoint 4-1 B

1. Signage
2. Test reports
3. Asbuilt plans
4. Concurrence letter
5. All environmental punchlist items to be complete and approved by Betty Lambright

A handwritten signature in dark ink, appearing to read "Todd Spencer", is written over a horizontal line.

Todd Spencer, Construction Inspector

7/13/2009

Date

POWER OF ATTORNEY

LX - 018227

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Steven M. Cook, Bruce E. Robinson, Vincent J. Frees, Jan M. Klym,

Calvin R. Boyd, Jane K. Botting, Colette R. Zukoff, Suzanne Treppa, Robert Porter, David J. Furstenberg, Nicole M. Ocholik

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,000,000.00, Two Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 3rd Day of June, 2008.




Donald D. Buchanan
Secretary

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 3rd day of June 2008, before me, the undersigned authorized employee, personally appeared Scott H. Finch, who acknowledges himself to be Director of Treasury Operations for Pulte Nevada I LLC, General Partner of Pulte Homes of Texas, L.P., as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such employee.

My Commission Expires: March 26, 2012


Notary Public, Marcia G. Howard
Oakland County, Michigan

MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012

MN/033

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to release the re-vegetation surety in the amount of \$14,803 for Highpointe Subdivision Phase 4 Section 1A and 1B.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: June 22, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY: The Transportation Department staff has inspected and recommends acceptance of construction. November 10, 2009 Hays County accepted a bond to cover the cost of revegetation of the street and drainage improvements in both sections. Staff has inspected the progress and recommends release of the re-veg bond (attached) in the amount of \$14,803.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

6/23/11

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

Subject: High Pointe Phase 4 Section 1

Dear Commissioners and Judge:

Pulte Homes is requesting that Hays County release the construction bonds of \$1,180,747.95 and \$ 14,803.00. High Pointe Phase 4 Section1 is a private subdivision and is not seeking inclusion in the county maintenance system. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

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

REVEGETATION BOND

Bond No. 5036269

Premium: _____

BENEFICIARY: Hays County Judge
Hays County, Texas
SUBDIVISION: HighPointe
SUM: \$14,803.00
DATE: October 8, 2009
EXPIRATION DATE: 2 years from date of Commissioners Court acceptance

Pulte Homes of Texas, L.P. and Bond Safeguard Insurance Company, a Corporation authorized to write bonds in the State of Texas, are jointly and severally held and bound unto the Hays County Judge, Hays County, Texas in the above-stated sum in U.S. currency, an amount fixed by the Hays County Judge, Hays County, Texas pursuant to Chapter 232 of the Texas Local Government Code.

This Bond is conditioned on the performance of the duties of Pulte Homes of Texas, L.P. prior to the Expiration Date to provide for the re-vegetation of the street and drainage improvements in the HighPointe, as further described below, to current TCEQ requirements as judged by Hays County staff.

The County shall not make a claim on the bond unless the County reasonably determines that installation and/or continued maintenance of erosion controls is not adequately being performed during the 2-year period. If, during the 2-year period, permanent erosion control (vegetation) is established, based on TCEQ requirements, such being judged by Hays County staff, this bond will be released via action of Commissioners Court. Until action by Commissioners Court, this bond will remain in effect. Hays County may claim on the Bond at any time during the bond period if, in Hays County's determination (based on TCEQ requirements), Pulte Homes of Texas, L.P. has not adequately maintained erosion controls in HighPointe. Any claim request shall refer to the reference number assigned to this bond and shall include a statement from the Hays County Judge that: "Developer of the HighPointe Subdivision has failed to adequately maintain erosion controls in the HighPointe Subdivision."


If this Bond is unenforceable as a statutory Bond, the PRINCIPAL and SURETY shall be bound by this contract as a common law obligation.

In lieu of claiming on this BOND, Hays County Judge, Hays County, Texas, in its sole discretion, may accept a Substitute Bond in the then current amount of the estimated cost of completing of the re-vegetation in HighPointe.

DESCRIPTION: Re-vegetation for approximately 3.34 acres, per TCEQ requirements as judged by Hays County staff, and per Hays County approved engineering plans from CMA Engineering, Inc.

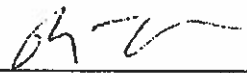
PRINCIPAL

Pulte Homes of Texas, L.P.

By: 
Name: Calvin R. Boyd
Title: Assistant Secretary

SURETY

Bond Safeguard Insurance Company

By: 
Name: Robert Porter
Title: Attorney-in-Fact

AO 30723

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Steven M. Cook, Bruce E. Robinson, Vincent J. Frees, Jan M. Klym, Jane K. Botting, ***
Colette R. Zukoff, Suzanne Trepps, Robert Porter, David J. Furstenberg, Nicole M. Ocholik, Scott H. Fineli *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,000,000.00 Two million dollars *****

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 8TH Day of OCTOBER, 20 09



Donald D. Buchanan
Donald D. Buchanan
Secretary

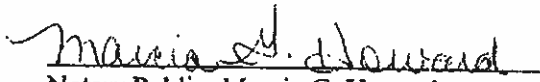
ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 8th day of October, 2009, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Robert Porter who acknowledges himself to be Attorney-in-Fact for Bond Safeguard Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: March 26, 2012


Notary Public, Marcia G. Howard
Oakland County, Michigan


MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 8th day of October, 2009, before me, the undersigned authorized employee, personally appeared Calvin R. Boyd who acknowledges himself to be Assistant Secretary for Pulte Homes of Texas, and as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

My Commission Expires: March 26, 2012


Notary Public, Marcia G. Howard
Oakland County, Michigan

MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012

JME033

Bond Safeguard Insurance Company

1919 S. Highland Ave, Bldg. A, Suite 300, Lombard, IL 60148
Phone (630) 495-9380 Fax (630) 495-9272

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX# 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: Bond Safeguard Insurance Company
1919 S. Highland Ave.,
Bldg. A, Suite 300
Lombard, IL 60148

You may also contact the Bond Safeguard Insurance Company office by telephone at:

Telephone Number: 1-630-495-9380

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

Agenda Item Request Form

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AGENDA ITEM: Discussion and possible action to amend the Sheriff's Office and Jail budgets to purchase outdated bulletproof vest.

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

PREFERRED MEETING DATE REQUESTED: 6/28/11

AMOUNT REQUIRED: \$23,492

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-99-001.5717

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

Bulletproof vest need to be replaced every five years and the Sheriff's Office would like to purchase **23** vests that are currently outdated and five vest for newly hired employees.

Budget Amendment:

001-618-99-001.5717 - 23,492

001-618-00.5717 - (8,000)

001-618-03.5361 - (15,492)



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0047470
Date	6/21/2011
Page:	1

Bill To:

Hays County Sheriffs Office (TX)
Attn: Accounts Payable
111 E. San Antonio St, Ste 100
San Marcos TX 78666

Ship To:

Hays County Sheriffs Office (TX)
Attn: Robert Johnson
1307 Old Uhland Road
San Marcos TX 78666

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2011 VEST PRICING	000262	DJ	PU	NET 15	0/0/0000	742,667
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
27	SC-SM01-IIIA*	Second Chance Summit IIIA Full Wrap	EA	\$839.00	\$22,653.00	
		Vest comes with Two Carriers and Soft Trauma Plate				
1	SC-SM01F-IIA*	Second Chance Female SM01F Level IIIA	Each	\$839.00	\$839.00	
		Vest comes with Two Carriers and Soft Trauma Plate				
1	NOTES	Notes	EA	\$0.00	\$0.00	
		Pricing is for Sheriff's office and Constables for Hays county Till the End of 2011.				

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Dick Jensen. Thank you!

Subtotal	\$23,492.00
Misc	\$0.00
Tax	\$586.73
Freight	\$0.00
Total	\$24,078.73

Replacement

Bartsch, B. (06)
Webber, K. (06)
Brown, B. (02)
Duggins, D. (06)
Carter, T. (06)
Lueders, L. (04)
Verette, R. (06)
Martinez, L. (02)
Domke, K. (06)
Carranza, G. (99)
Smith, J. (06)
Grabarkewitz, T. (97)
Alvarez, F. (99)
Floiran, A. (06)
Wasko, M. (05)
Smith, S. (06)
Taylor, P. (06)
Doring, B. (03)
Lombardo, D. (06)
Villarreal, J. (06)
Espinoza, S. (06)
Chance, M. (01)
Gonzales, R. (06)
Carpenter, K. (06)

23 Replacement

New Hires

Ryan Hayden
Kyri Wright
Charlie Condit
Justin Drake
Scott Whetstone

5 New Hires

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AGENDA ITEM: Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Office of Justice Programs for up to \$25,200.00 for the purchase of bulletproof vests.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: \$12,600.00 – 50% Match

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-99-001.4301 – budget for FY12

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

The U.S. Department of Justice, Office of Justice Programs offers a matching grant through the Bulletproof Vest Partnership Program for the purchase of bulletproof vests for law enforcement officers. This program will provide reimbursement for 50% of the cost of each vest. This protective gear is issued to new officers and the vests are on a regular replacement schedule every five years, as the effectiveness of the vest diminishes over time and is required to be replaced.

The application will request matching funds for 28 vests, both for new hires and for those vests that are scheduled for replacement. There is a recurring need for vests every year due to the replacement schedule. We have utilized this grant program for several years to help offset the costs of the vests.

The total cost of the purchase is expected to be \$25,200.00 for 28 vests, and the matching funds requested will be for \$12,600.00. The application is required to be submitted electronically and is due on July 7, 2011.

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Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to cancel the July 5th Commissioners Court meeting.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

Agenda Item Request Form

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

AGENDA ITEM: Discussion and possible action to re-appoint M. Scott Roberts to Director, Position #5 on the Driftwood Economic Development Municipal Management District's Board of Directors.

CHECK ONE: ☐ CONSENT ☐ \checkmark ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Whisenant, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY:

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AGENDA ITEM: Discussion and possible action to accept the resignation of Hays County Emergency Services District #1 Commissioner Jim Spencer and consider the appointment of Russell G. Molenaar, Sr. to fill that unexpired term.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Whisenant, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: See attached letter from Mr. Molenaar.

Russell G. Molenaar, Sr.

P.O. Box 852
Dripping Springs, Texas 78620

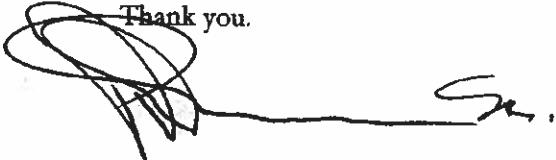
Commissioner Ray Wisenart

I retired as a peace officer after 27 years of service. I am also a retired Hays County Commissioner, precinct three, serving 12 years.

I have worked with ESD District 1 since 1989. I was part of the change of Wimberly EMS and Dripping Springs EMS when it separated in 1995/96. I helped in reforming the ESD District 1 in Dripping Springs area, and was also part of the changeover from a volunteer EMS single unit to full time 24 hr. service with 2 units.

I would be proud to serve as a board member to replace resigning Jim Spencer.

Thank you.

A handwritten signature in black ink, appearing to be "Russ Molenaar", with a long horizontal line extending to the right.

Russ Molenaar

Email: russm1@austin.rr.com

Ho. Phone: 512-288-2325

Cell: 512-233-9133

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Sub-award Agreements with Texas State University for grant funds for the County's participation in the Advanced Law Enforcement Rapid Response Training (ALERRT) program and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Cutler/Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

The sub-award agreements are essentially a renewal of annual grants we receive from Texas State University to fund the salary of an officer (Sergeant – Director of Training) in the Sheriff's Office involved in training and support for the ALERRT program. The ALERRT program facilities provide all local Hays County law enforcement agencies with firearms and critical/tactical incident training, and are an integral part of the annual Texas Commission of Law Enforcement Training Academy inspection process.

Two Agreements, totaling \$86,020.00, are included:

Sub-award Agreement No. 8000001412.1 - \$46,000.00

Sub-award Agreement No. 8000001480.1 - \$40,020.00

November 2010 FDP

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Name: Texas State University-San Marcos

Prime Award No.: DJ-09-A10-1638609

Awarding Agency:

State of Texas, Office of the Governor, Criminal Justice Division

Institution/Organization ("Subrecipient")

Name: Hays County, Texas

Subaward No.: 8000001412.1

CFDA #: 16.738

Amount Funded This Action:

\$46,000.00

Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From:

To:

October 1, 2010

September 30, 2011

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

Advanced Law Enforcement Rapid Response Training (ALERT)

Reporting Requirements (Check here if applicable):

☒ See Attachment 4)☐ FFATA (Attachment 3B)☐ ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Administrative Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtrc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Bert Cobb, M.D., Hays County Judge

Date

<p style="text-align: center;">Attachment 1 Research Subaward Agreement Certifications and Assurances</p>
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By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Terms and Conditions of the Prime Award and Other Special Terms and Conditions

This Agreement is made as a result of the Governor's Criminal Justice Division (CJD) Grant No.DJ-08-A-10-16386-09, "Advanced Law Enforcement Rapid Response Training", that was awarded to University. This project is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code. Subrecipient agrees to abide by these provisions, including the appropriate administrative and cost guidelines. Where approval is required from CJD, such approval shall be sought from University.

Terms and Conditions

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. The Subrecipient agrees to comply with the financial and administrative requirements set forth in the effective edition of the "OJP Financial Guide".
3. The Subrecipient agrees to comply with the Uniform Grant Management Standards (UGMS) which can be found at <http://www.governor.state.tx.us>.
4. The Subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if the Subrecipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the drawdown of funds.
5. The Subrecipient agrees to comply with the requirements of 28 CFR Part 46 regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate.
6. The Subrecipient agrees to comply with all confidentiality requirements of 42 USC Section 3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information.

Compliance Assurances and Certifications. Subrecipient certifies, by signing this document that the following assurances and certifications that apply to the University's prime grant are met. Such assurances and certifications required by the Subrecipient shall include but are not necessarily limited to:

Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.

Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

Sex Discrimination. Compliance with Section 901 of Title D (of the Education Amendments of 1972 as amended.

Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.

Patents, Licenses, and inventions. Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 501, FAR 57.227-11, or U.S.C. 203, whichever is appropriate and applicable.

Non-Delinquency on Federal Debt. AWARDEE specifically certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in repaying any Federal debit as defined by OMB Circular A-129.

Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

Misconduct in Science. Compliance with 42 CFR Part 50, Subpart A, and Final Rule as published at 54 CFR 32446, August 8, 1989.

Conflict of Interest. Compliance with the DOE requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F.

Attachment 3A
Research Subaward Agreement

Subaward Number:

8000001412.1

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Texas State University-San Marcos

Address: 601 University Dr.

City: San Marcos

State: Texas

ZipCode: 78666

Administrative Contact

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice

601 University Dr. - Smith House

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Principal Investigator

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice

601 University Dr. - Smith House

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Michele Castro

Address: Texas State University-San Marcos

Office of Sponsored Programs

601 University Dr. - JCK 420

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: mc72@txstate.edu

Authorized Official

Name: W. Scott Erwin, Sr.

Address: Texas State University-San Marcos

Office of Sponsored Programs

601 University Dr. - JCK 420

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: we10@txstate.edu

FDP version 20101115

Attachment 3B - Research Subaward Agreement

Subaward Number:

Subrecipient Contacts

8000001412.1

Institution/Organization ("Subrecipient")

Name: Hays County, Texas

Address: 1307 Uhland Road

City: San Marcos

State: Texas

Zip Code + 4: 78666-5534

EIN No.: 74-600241

Institution Type: County Government

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes ☒ No ☐

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ☒ Yes ☐ NoCurrently registered in CCR? ☒ Yes ☐ NoIf no, Is the Performance Site the same as PI address below? ☐ Yes ☐ No

DUNS No.:

Parent DUNS No.:

If no to both questions, please complete 3B page 2 (If ARRA funding use Attachment 4A).

09-749-4884

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (If ARRA funding use Attachment 4A).

Texas 25th

Administrative Contact

Name: Gary Cutler, Sheriff

Address: 1307 Uhland Road

City: San Marcos

State: Texas

Zip Code: 78666

Telephone: 512-393-7800

Fax: 512-393-7395

Email: sheriff@co.hays.tx.us

Principal Investigator

Name: Don Montague

Address: Executive Director, ALERT

601 University Dr. - Smith House

City: San Marcos

State: Texas

Zip Code: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Jessica Carey

Address: 111 E. San Antonio Street

City: San Marcos

State: Texas

Zip Code: 78666

Telephone: 512-393-2261

Fax: 512-393-2248

Email: jessica.carey@co.hays.tx.us

Authorized Official

Name: Bert Cobb, M.D.

Address: Hays County Judge

111 E. San Antonio Street

City: San Marcos

State: Texas

Zip Code: 78666

Telephone: 512-393-2205

Fax: 512-393-2248

Email: bert.cobb@co.hays.tx.us

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Attachment 4 Reporting Requirements

Reports shall be submitted to the administrative contact in Attachment 3A at such time and in such format as described below:

The reports shall be required monthly in invoice format

**Attachment 5
Scope of Work and Budget**

SCOPE OF WORK

Sergeant David Burns will provide training and support for the ALERRT program.

BUDGET

Salary/Benefits for Sergeant David Burns	\$46,000.00
Total Budget	\$46,000.00

**Attachment 6
Prime Award**

See attached.

Research Subaward Agreement

Institution/Organization ("Prime Recipient")		Institution/Organization ("Subrecipient")	
Name: Texas State University-San Marcos		Name: Hays County, Texas	
Prime Award No.: 45-100237		Subaward No.: 8000001480.1 CFDA #: 16.753	
Awarding Agency:		Amount Funded This Action: Est. Total (if incrementally funded)	
Texas Engineering Extension Service - TEEK		\$40,020.00	

Subaward Period of Performance:		Estimated Project Period (if incrementally funded):	
Budget Period: From:	To:	From:	To:
October 1, 2010	September 30, 2011		
Project Title:			
Advanced Law Enforcement Rapid Response Training (ALERTT)			
Reporting Requirements (Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4) <input type="checkbox"/> FFATA (Attachment 3B) <input type="checkbox"/> ARRA Funds (Attachment 4A)			

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Administrative Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix F, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/r/c/appc.pdf>

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Bert Cobb, M.D., Hays County Judge

Date

Attachment 1

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Terms and Conditions of the Prime Award and Other Special Terms and Conditions

This Agreement is made as a result of the Texas Engineering Extension Service (TEEX) Subrecipient Agreement No. 45-100237, "Advanced Law Enforcement Rapid Response Training Program" that was awarded to the University. Subrecipient agrees to abide by the Grant Award Terms and Condition attached hereto in Attachment 6.

Attachment 3A
Research Subaward Agreement

Subaward Number:

8000001480.1

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Texas State University-San Marcos

Address: 601 University Dr.

City: San Marcos

State: Texas

ZipCode: 78666

Administrative Contact

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice

601 University Dr. - Smith House

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Principal Investigator

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice

601 University Dr. - Smith House

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Michele Castro

Address: Texas State University-San Marcos

Office of Sponsored Programs

601 University Dr. - JCK 420

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: mc72@txstate.edu

Authorized Official

Name: W. Scott Erwin, Sr.

Address: Texas State University-San Marcos

Office of Sponsored Programs

601 University Dr. - JCK 420

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: we10@txstate.edu

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**Attachment 3B - Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

8000001480.1

Institution/Organization ("Subrecipient")

Name: Hays County, Texas

Address: 1307 Uhland Road

City: San Marcos

State: Texas

ZipCode + 4: 78666-5534

EIN No.: 74-600241

Institution Type: County Government

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes ☒ No ☐

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ☒ Yes ☐ No

Currently registered in CCR? ☒ Yes ☐ No

If no, is the Performance Site the same as PI address below? ☐ Yes ☐ No

DUNS No.:

Parent DUNS No.:

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

09-749-4884

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Texas 25th

Administrative Contact

Name: Gary Cutler, Sheriff

Address: 1307 Uhland Road

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-393-7800

Fax: 512-393-7395

Email: sheriff@co.hays.tx.us

Principal Investigator

Name: Don Montague, Executive Director, ALERRT

Address: 601 University Dr.- Smith House

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Jessica Carey

Address: 111 E. San Antonio St.

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-393-2261

Fax: 512-393-2248

Email: jessica.carey@co.hays.tx.us

Authorized Official

Name: Bert Cobb, M.D.

Address: Hays County Judge

111 E. San Antonio St.

City: San Marcos

State: Texas

ZipCode: 78666

Telephone: 512-393-2205

Fax: 512-393-2248

Email: bert.cobb@co.hays.tx.us

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Attachment 4 Reporting Requirements

Reports shall be submitted to the administrative contact in Attachment 3A at such time and in such format as described below:

The reports shall be required monthly in invoice format

Attachment 5
Statement of Work and Budget

Statement of Work:

Sergeant David Burns will provide training and support for the ALERRT project.

Budget:

Salary/Benefits for Sergeant Burns	\$40,020
Total Subaward	\$40,020

Attachment 6
Grant Terms and Conditions

See attached.



TEXAS ENGINEERING EXTENSION SERVICE - TEEX

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, by and between Texas State University - San Marcos, (hereinafter called "SUBRECIPIENT"), located at 601 University Drive, JCK 420, San Marcos, TX 78666, and the Texas Engineering Extension Service (hereinafter called "TEEX"), established under the laws of the State of Texas as a state agency component of the Texas A&M University System, located at 301 Tarrow, College Station, Texas, 77840-7896;

WHEREAS, TEEX has been awarded a Grant # 2011-DD-BX-0004 titled "Advanced Law Enforcement Rapid Response Training Program" (hereinafter called ALERRT 2011) from the Bureau of Justice Assistance, Office of Justice Programs at the Department of Justice (hereinafter called "GRANTOR"), and TEEX desires that SUBRECIPIENT perform certain tasks, all as herein provided, involving the delivery of ALERRT courses as follows:

- Develop and maintain a cadre of qualified instructors
- Deliver a total of 292 paid instructor days of training to include a minimum of fourteen (14) 40 hour ALERRT Train the Trainer classes with 20-25 participants in each class delivery and a minimum of thirty-three (33) 16-hour ALERRT Basic active shooter training courses with 20-28 participants in each class delivery
- Conduct curriculum updates as needed to maintain curriculum relevancy and correctness
- Provide staff necessary to support the scheduling, shipping, and delivery of assigned courses
- Provide a schedule of deliveries by date and location to be updated monthly with other reporting requirements, noted in Section 11, to:

TEEX/Public Safety & Security
Attn: Cullen Grissom
Address: 301 Tarrow, College Station, TX 77840
Phone: (979) 862-3031
Fax: (979) 862-2788
Email: cullen.grissom@teexmail.tamu.edu

WHEREAS, SUBRECIPIENT has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

SECTION 1 - PARTIES TO AGREEMENT

TEEX and SUBRECIPIENT have severally and collectively made and entered into this Agreement which, together with the documents attached or incorporated by specific reference, constitutes the entire Agreement between the parties.

SECTION 2 - AGREEMENT PERIOD AND AMOUNT

- 2.1 The period for performance of this Agreement shall begin on October 1, 2010 and shall terminate September 30, 2013, as further specified in the Statement of Work attached to and made a part hereof.
- 2.2 The total budget amount to be expended by SUBRECIPIENT for this Agreement shall not exceed One Million, One Hundred Twenty Thousand (\$1,120,000), as further specified in the Project Budget attached to and made a part hereof.
- 2.3 SUBRECIPIENT may request a 12 month, no-cost time extension, subject to GRANTOR approval. The request must be received no later than July 1st, 2013. TEEX shall forward the extension request to GRANTOR no later than August 30, 2013.

SECTION 3 - LEGAL AUTHORITY

- 3.1 The SUBRECIPIENT represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and perform the services

SUBRECIPIENT has obligated itself to perform under this Agreement. Whenever applicable, SUBRECIPIENT shall comply with appropriate Federal and State licensing or certification requirements.

- 3.2 The person signing this Agreement on behalf of SUBRECIPIENT hereby warrants that he/she has been fully authorized by SUBRECIPIENT to execute this Agreement on behalf of SUBRECIPIENT and to legally bind SUBRECIPIENT to all the terms, performances and provisions herein set forth.

SECTION 4 - RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractors, and not as agents of each other or as joint venturers or partners.

SECTION 5 - AGREEMENT PERFORMANCE

- 5.1 The SUBRECIPIENT shall provide the services specified in its attached Statement of Work, and the terms and conditions imposed and required by this Agreement.
- 5.2 Further, the SUBRECIPIENT shall comply with all applicable GRANTOR Grant Award Terms and Conditions attached hereto and incorporated herein as Exhibit A. In the event of a conflict between such laws and regulations and the terms and conditions of this Agreement, precedence shall be given to the laws and regulations.

SECTION 6 - AGREEMENT OBLIGATIONS

- 6.1 Measure of Liability
In consideration of SUBRECIPIENT's full and satisfactory performance of the services specified in the attached Statement of Work, TEEX shall be liable to the SUBRECIPIENT in an amount equal to the actual allowable costs incurred by the SUBRECIPIENT in rendering such performance, subject to the following limitations:
 - 6.1.1 TEEX shall not be liable for expenditures made in violation of the legal authorities cited in Sections 5, Agreement Performance, and 8, Compliance with the Law, of this Agreement, or any other law or regulation applicable to the specific project or service performed under this Agreement.
 - 6.1.2 Except as otherwise provided by this Agreement, TEEX shall be liable to SUBRECIPIENT in an amount equal to the actual allowable costs incurred by SUBRECIPIENT in rendering required performance as represented in Section 5, Agreement Performance.
 - 6.1.3 Except as otherwise specifically authorized by TEEX in writing, TEEX shall only be liable for expenditures made in compliance with the cost principles and administrative requirements set forth and referenced in this Agreement.
 - 6.1.4 TEEX shall not be liable to SUBRECIPIENT for costs incurred or performances rendered by SUBRECIPIENT before commencement of the Agreement or after completion of this Agreement except to the extent pre-agreement costs are authorized in writing by TEEX.
 - 6.1.5 TEEX shall not be liable for any costs incurred by SUBRECIPIENT in the performance of this Agreement which have not been billed to TEEX within sixty (60) days following termination of this Agreement.
- 6.2 Reimbursement Procedures
 - 6.2.1 TEEX will reimburse SUBRECIPIENT for no more than the actual cost of providing acceptable goods and services for which SUBRECIPIENT seeks payment.
 - 6.2.2 All SUBRECIPIENT requests for payment will be submitted to TEEX monthly. Only one request for payment will be processed by TEEX during any thirty (30) day period.

SUBRECIPIENT's request for payment shall be accompanied by such financial documentation as may be required by TEEEX.

- 6.2.3 Submit request for reimbursement to:

TEEX/Public Safety & Security
Attn: Mark Glanz
301 Tarrow, College Station, TX 77840
Phone: (979) 458-1401
Fax: (979) 862-2788
Email: mark.glanz@teexmail.tamu.edu

- 6.2.4 Any claim for indirect costs will be made at or below the indirect cost rate negotiated and approved by the SUBRECIPIENT'S cognizant federal agency.

- 6.2.5 SUBRECIPIENT will be liable for and will repay to TEEEX any amounts expended under this Agreement found not to be in accordance with Agreement provisions, including, but not limited to disallowed costs. Such repayment shall be from non-federal funds but shall not be repaid from funds provided to SUBRECIPIENT under any other TEEEX agreement. TEEEX will notify SUBRECIPIENT of costs disallowed by GRANTOR within thirty (30) days following the written notification to TEEEX.

6.3 Purchase of Equipment

SUBRECIPIENT may not purchase capital equipment under this Agreement without the express, written permission of TEEEX.

6.4 Utilization of Small, Minority and Women's Business Enterprises

- 6.5.1 SUBRECIPIENT agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for supplies, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

SECTION 7 – FISCAL ADMINISTRATION

7.1 Availability of Funds

Notwithstanding any other Agreement provisions, the parties hereto understand and agree that TEEEX's obligations under this Agreement are contingent upon the availability of adequate funds to meet TEEEX's liabilities hereunder.

7.2 Limitation on Liability

- 7.2.1 The SUBRECIPIENT understands and agrees that it shall be liable to repay to TEEEX any funds not expended in accordance with this Agreement or determined to be expended in violation of the terms of this Agreement up to the full grant award amount of One Million, One Hundred Twenty Thousand dollars (\$1,120,000).
- 7.2.2 TEEEX will pay costs properly incurred by the SUBRECIPIENT for performances rendered under this Agreement in the amounts specified in the attached Project Budget, not to exceed the total funding obligation shown in Section 2.2, or any mutual amendments hereto.
- 7.2.3 TEEEX shall not be liable to the SUBRECIPIENT for costs under this Agreement which exceed the amount specified in the Project Budget.
- 7.2.4 TEEEX may deobligate awarded funds after consultation with the SUBRECIPIENT and upon determination by TEEEX that funds will not be spent in accordance with the Agreement or will not be spent in a timely manner.

SECTION 8 - TEXAS FAMILY CODE

- 8.1 The undersigned certifies that the business SUBRECIPIENT in this grant award is not ineligible, pursuant to Texas Family code 231.006, to receive the award funds and acknowledges that this grant award may be terminated and payment may be withheld if this certification is inaccurate. If a Board member, corporate officer, individual, or controlling officer of the awardee's fiscal agent, (as applicable) is more than 30 days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award may be suspended and/or the contract canceled.

SECTION 9 – RESTRICTIONS ON THE USE OF CERTAIN PUBLIC SUBSIDIES

- 9.1 Pursuant to Texas Government code, 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or branch, division or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code, 2264.001(4).
- 9.2 The Grantee certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code, 2264.051. The Grantee certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code, 2264.051. The Grantee certifies that it will enter into a written agreement with its sub-contractors working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.
- 9.3 Texas Government code, 2264.051 mandates that a business convicted of a violation under 9 U.S.C. 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the SUBRECIPIENT is notified of the violation. The Agency determined that if a SUBRECIPIENT is convicted of such a violation, the interest rate to be applied to the public subsidy is 15%. The Grantee can establish its own repayment interest rate when establishing an interest rate with any of its SUBRECIPIENT subcontractors, but in no event shall such interest rate be less than the 15% interest rate established by the Agency.
- 9.4 The undersigned authorized representative understands and certifies that the following indicated statements are true and correct:

- That making a false statement is a material breach of contract and grounds for contract cancellation; and
- That after receiving a public subsidy, if the Grantee or its SUBRECIPIENT subcontractor is convicted of a violation under 8 U.S.C. 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay the amount of the public subsidy with interest, at the rate and according to the terms provided under the grant issued pursuant to this offer or application.

SECTION 10 – COMPLIANCE WITH THE LAW

- 10.1 As a condition to award of monies under this Agreement, SUBRECIPIENT assures, with respect to the operation of a federally funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws to the extent applicable: (a) Title VI of the Civil Rights Act of 1964, as amended; (b) Section 504 of the Rehabilitation Act of 1973, as amended; (c) the Age Discrimination Act of 1975, as amended; (d) Title IX of the Education Amendments of 1972, as amended; (e) Americans with Disabilities Act of 1990; and (f) any other statutory provisions relating to non-discrimination.

- 10.2 In the performance of this Agreement, SUBRECIPIENT shall comply with the following OMB Circulars applicable to its organization, institution or agency:

- Administrative Requirements (A-102 and A-110);
- Cost Principles (A-21, and A-122); and
- Audit Guidance (A-133).

The parties agree to be bound by all terms of this Agreement and all applicable state and federal statutes and regulations, and all provisions contained therein, including the GRANTOR Program Grant/TEEX SUBRECIPIENT Agreement.

SECTION 11 -- REPORTING REQUIREMENTS

- 11.1 The SUBRECIPIENT agrees to provide to TEEX, in accordance with procedures and time frames prescribed by TEEX and the SUBRECIPIENT, Semi-Annual performance reports as required by the GRANTOR'S reporting schedule which is noted in Special Condition 9 of Exhibit A.
- 11.2 The SUBRECIPIENT will submit electronically to TEEX, not less than seven days prior to the due date, a narrative covering the previous period's activities in accordance with the reporting schedule required by GRANTOR.
- 11.3 If SUBRECIPIENT fails to submit to TEEX in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, TEEX may withhold payments otherwise due and owing SUBRECIPIENT. If TEEX withholds such payments, it shall notify SUBRECIPIENT in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TEEX until such time as the delinquent obligations for which funds are withheld are fulfilled by SUBRECIPIENT.

SECTION 12 -- RETENTION AND ACCESSIBILITY OF RECORDS

- 12.1 SUBRECIPIENT shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement.
- 12.2 SUBRECIPIENT shall retain all fiscal records and supporting documents for a minimum of four (4) years after final Agreement closeout. In the event there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved.
- 12.3 SUBRECIPIENT shall provide state or federal auditing agencies, TEEX, or any of their duly authorized representatives, access to and the right to examine copy or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the SUBRECIPIENT.
- 12.4 TEEX shall have the right of timely and reasonable access to SUBRECIPIENT and SUBRECIPIENT premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.

SECTION 13 -- CHANGES AND AMENDMENTS

- 13.1 Any alterations, additions, or deletions to the terms of any part of this Agreement which are required by changes in state or federal law or regulations, or by TEEX issuances, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law, regulation or issuance.
- 13.2 Any other alterations, additions, or deletions to the terms of this Agreement or Statement of Work, or amendments to the Project Budget, shall be by modification hereto in writing and executed by both parties to this Agreement before the changes to the Agreement are implemented.

SECTION 14 -- SEVERABILITY

If a provision contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, it shall not affect any other provision of the Agreement. It is the intent of the parties that if any provision is held to be invalid, illegal or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

SECTION 15 -- AUDITS OR EVALUATIONS

- 15.1 TEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEX. SUBRECIPIENT shall cooperate with all authorized auditors and shall make available all accounting and Project records including supporting source documentation. Such audit will be conducted in accordance with applicable state rules and regulations, Agreement guidelines, and established professional standards and practices.
- 15.2 SUBRECIPIENT shall be liable to TEEX for any costs disallowed as a result of an audit. SUBRECIPIENT shall further be responsible for any audit exception or other payment deficiency in the Project covered by the Agreement, and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by TEEX.
- 15.3 SUBRECIPIENT, or the auditors that monitor or audit the SUBRECIPIENT, shall immediately report to TEEX any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this Agreement.

SECTION 16 -- MONITORING AND TECHNICAL ASSISTANCE

- 16.1 TEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such Project evaluation studies that TEEX deems necessary to determine the adequacy of the services performed.
- 16.2 TEEX will notify the SUBRECIPIENT in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEX will provide technical assistance to the SUBRECIPIENT to correct the deficiencies noted. TEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section 21 of this Agreement, or take such other action as it deems appropriate.
- 16.3 The SUBRECIPIENT shall provide and maintain a monitoring system acceptable to TEEX covering the services to be rendered under this Agreement. Complete records of all monitoring performed by SUBRECIPIENT shall be maintained and made available to TEEX during Agreement performance and for as long thereafter as an unresolved deficiency may require. SUBRECIPIENT's responsibilities extend to monitoring of all subcontracts and their performance under this Agreement.

SECTION 17 -- PREVENTION OF CONFLICTING INTERESTS

The SUBRECIPIENT, by signing this Agreement, covenants and affirms that:

- 17.1 No employee of the SUBRECIPIENT or a SUBRECIPIENT, no member of the SUBRECIPIENT's or a SUBRECIPIENT's governing body, and no person who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.
- 17.2 The SUBRECIPIENT shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to

avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. The SUBRECIPIENT, its executive staff and employees, while administering this Agreement, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- 17.3 SUBRECIPIENT shall immediately inform TEEEX in writing of any potential conflict of interest which arises at any time during the term of this Agreement.

- 17.4 If SUBRECIPIENT fails to abide by the foregoing covenants and affirmations regarding conflict of interest, the SUBRECIPIENT shall not be entitled to recover any costs or expenses incurred in relation to this Agreement and shall immediately refund to TEEEX any fees or expenses that may have been paid under this Agreement, and shall further be liable for any other costs incurred or damages sustained by TEEEX relating to this Agreement. Such failure may subject SUBRECIPIENT to Sanctions as provided in Section 21 of this Agreement.

SECTION 18 – FORCE MAJEURE

In the event that performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by any act of government, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

SECTION 19 – NON-ASSIGNMENT

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, the SUBRECIPIENT shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement. The SUBRECIPIENT shall be held responsible for all funds received under this Agreement.

SECTION 20 – TERMINATION OF AGREEMENT

- 20.1 When justified, TEEEX may terminate this Agreement for cause. TEEEX shall provide SUBRECIPIENT with a 30 day written notice explaining the cause of termination. In the case of dispute over cause of termination, SUBRECIPIENT reserves the right to appeal directly to the Grantor point of contact.
- 20.2 If the SUBRECIPIENT fails to provide services in accordance with the provisions of this Agreement or the attached Statement of Work, TEEEX may terminate this Agreement after issuing written notice of default to the SUBRECIPIENT and allowing the SUBRECIPIENT thirty (30) days following the issuance of such notice in which to correct the deficiency to the satisfaction of TEEEX. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Agreement.
- 20.3 If Federal funds are not available, or in the event that State laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Agreement by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Agreement, then the parties shall be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of termination.

- 20.4 The SUBRECIPIENT shall cease to incur costs under this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

- 20.5 If this Agreement is not executed by all parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

- 20.6 In the event of Termination, SUBRECIPIENT shall be paid for all work satisfactorily completed and for any non-cancelable obligations.

SECTION 21 – SANCTIONS OR REMEDIAL MEASURES

- 21.1 If SUBRECIPIENT materially fails to comply with the terms and conditions of this Agreement, TEEEX shall notify the SUBRECIPIENT in writing describing performance that is not in compliance with the terms and conditions of this Agreement. The SUBRECIPIENT shall attend a meeting with TEEEX to discuss the non-compliance and necessary corrective actions to ensure performance will be in compliance.

- 21.2 If TEEEX and SUBRECIPIENT cannot agree on corrective actions, TEEEX may take one or more of the following actions, as appropriate:

- 21.2.1 Temporarily withhold cash payments pending correction of the deficiency by SUBRECIPIENT;
- 21.2.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 21.2.3 Wholly or partially suspend or terminate the current award;
- 21.2.4 Exercise any other available remedies.

SECTION 22 - SECTARIAN ACTIVITY

None of the activities or performances rendered under this Agreement shall involve, and no portion of the funds received by SUBRECIPIENT shall be used for any sectarian or religious activity.

SECTION 23 - POLITICAL ACTIVITY

None of the activities or performances rendered hereunder by the SUBRECIPIENT shall involve and no portion of the funds received by the SUBRECIPIENT shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

SECTION 24 - RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

- 24.1 Results of Work are defined as statistical data collected as a result of ALERRT trainings offered, and other performance measurements. Results of Work do not include training materials, email lists, databases, or any other property developed and maintained by SUBRECIPIENT.

- 24.2 TEEEX will be free to publish the results of all work done under this Agreement.

- 24.3 SUBRECIPIENT hereby retains title to all rights in data, copyrights and other material developed under this Agreement. SUBRECIPIENT shall grant to TEEEX a perpetual royalty-free, non-exclusive license to use Results of Work as required under the Prime agreement.

- 24.4 SUBRECIPIENT shall grant to Grantor, a perpetual royalty-free, non-exclusive license to use the Results of Work for US Government purposes.

Section 25 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 26 - DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEK to attempt to resolve any claims for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Director of TEEK, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

SECTION 27 - ENTIRE AGREEMENT

This agreement along with the following Exhibits reflects the entire agreement between the parties:

Exhibit A, Grant Award Terms and Conditions

Exhibit B, Compliance Supplement - Certifications & Assurances

Exhibit C, TEEK with Texas State University Statement of Work - Project Requirements

Exhibit D, TEEK with Texas State University - Project Budget

SUBRECIPIENT hereby acknowledges that it has read and understands this entire Agreement. All oral or written Agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. SUBRECIPIENT agrees to abide by all terms and conditions specified herein and certifies the information provided to TEEK is true and correct in all respects to the best of its knowledge and belief.

This Agreement is entered into by and between the following parties:

 Texas State University:

Texas Engineering Extension Service:

By: William A. Nance

By: Sue Shahan

Name: William A. Nance

Name: Sue Shahan

Title: Vice President, Finance & Support Services



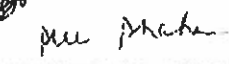
Title: Deputy Director

Date: 3/25/11

Date: 3-29-2011

EXHIBIT A
GRANT AWARD TERMS AND CONDITIONS

Exhibit A

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 4																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Texas Engineering Extension Service John B. Connally Building 301 Tarrow College Station, TX 77840-7896			4. AWARD NUMBER: 2011-DD-BX-0004																		
			5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013																		
			6. AWARD DATE: 01/28/2011		7. ACTION Initial																
1A. GRANTEE IRS/VENDOR NO. 742270626			8. SUPPLEMENT NUMBER 00		9. PREVIOUS AWARD AMOUNT \$0																
3. PROJECT TITLE Advanced Law Enforcement Rapid Response Training Program			10. AMOUNT OF THIS AWARD \$ 1,300,000		11. TOTAL AWARD \$ 1,300,000																
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY10 (BJA - Congressionally Recommended) Pub. L. 111-117																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL			GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Sue Shahan Deputy Director																		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 1-31-11																
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>WHD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>D1</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>1300000</td> </tr> </tbody> </table>					FISCAL YEAR	FUND CODE	WHD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	D1	80	00	00		1300000	21. KDIUGT0018
FISCAL YEAR	FUND CODE	WHD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT														
X	B	D1	80	00	00		1300000														

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

MAILED BY
J. J. J. J.
J. J. J. J.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2011-DD-BX-0004

AWARD DATE 01/28/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9831

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 4

PROJECT NUMBER 2011-DD-BX-0004


AWARD DATE 01/28/2011

SPECIAL CONDITIONS

8. In accordance with applicable law, the recipient shall not use these funds for any of the following purposes:
 1. land acquisition;
 2. construction projects; or
 3. security enhancements or security equipment to non-governmental entities that do not engage in law enforcement, law enforcement support, criminal or juvenile justice, or delinquency prevention.
9. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to submit to BJA for review and comment any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2011-DD-BX-0004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
13. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
14. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.



 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 4 OF 4</p>
<p>PROJECT NUMBER 2011-DD-BX-0004 AWARD DATE 01/28/2011</p>		
<p style="text-align: center;">SPECIAL CONDITIONS</p> <ol style="list-style-type: none"> 15. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds. 16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm, (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here. 17. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. 		

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 County staff and the Purchasing Office to develop and solicit a Request for Qualifications (RFQ) for development of a Master Plan for the Jacob's Well property.

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

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

With the recent acquisition by the County of the property surrounding Jacob's Well, there is a need for a Master Plan for development of the property for public use. A team of County Staff including the Parks Administrator, Grants Administrator, Legal Counsel, and possibly others will develop criteria for the Master Plan and process and work with the Purchasing Office to develop and solicit a RFQ for consultant services. A key component of the criteria will include public input in the planning process. Funding is available from the Park Bond Funds already issued for the project.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute the 2011 Tax Abatement Certificates for CFAN, Genlyte - HADCO Division, and Genlyte - Wid-Lite Division per previously approved agreements.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: 6/28/11

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

SUMMARY: Tax Abatement Certificates for CFAN, Genlyte - HADCO Division, and Genlyte - Wid-Lite Division have been prepared per previously approved Tax Abatement Agreements. The agreements provide for tax abatements based on a ratio of current employment numbers to employment numbers provided in the agreements . Employment data, tax certificates, and agreements are attached.

Tax Abatement Agreements
Tax Year 2011

Employment Requirements per Agreement	Full Time Job Equivalents	Compliance
CFAN Company		
420	358	85.24%
CFAN reported 382 jobs which included Temporary Labor, acutal full time employment ranged from 333 in early 2010 to 352 in late 2010. The Full Time job equivalent is 358		
Genlyte Thomas Group - HADCO Division		
61	42	68.85%
The equipment, inventory, and personel from the HADCO facility was moved in August 2010 to the Widelite Division on Clovis Barker Rd. HADCO maintained 42 employees for 2010.		
Genlyte Thomas Group - WideLite Division		
269	320	100.00%
Wide-Lite has maintained at least 320 full time jobs in 2010.		

COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

Property Owner: CFAN Company

Property Description: 1000 Technology Way, San Marcos, TX 78666

Date of Tax Abatement Agreement: February 28, 2006

Date of Amended Tax Abatement Agreement: n/a

Duration of Tax Abatement Agreement: Tax Year 2012

Percentage of Abatement: 85.24% of the increase in the taxable value of the facility, the taxable value of the property, and the increase in the taxable value of the manufactured products inventory

Tax Year for Which This Certificate Applies: 2011

The undersigned hereby certifies on behalf of Hays County that the Property Owner is entitled to the Percentage of Abatement described above on the types of property specified for the tax year indicated.

EXECUTED this _____,
Date

HAYS COUNTY, TEXAS

BY: _____
Bert Cobb, M.D., County Judge

NOTE TO PROPERTY OWNER: This certificate must be filed with the Hays County Appraisal District, 21001 North Interstate 35, Kyle, Texas 78640.



1000 TECHNOLOGY WAY, SAN MARCOS, TX 78666

PHONE (512) 353-2832 FAX (512) 353-2838

January 26, 2011

Hays County Judge
Dr. Bert Cobb, MD
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

Dear Dr. Cobb,

In compliance of the Tax Abatement Agreement executed on Dec. 15, 2005 between the City of San Marcos and CFAN, would you please find below the required 2010 information in support of the issuance of the Tax Abatement Certificate:

CFAN Employment increased from 369 at the end of 2009 to 382 at the end of 2010.

CFAN inventory increased from \$14,252,656 at the end of 2009 to \$20,021,130 at the end of 2010.

Capital expenditures for 2010 were:

- Building related expenditures	\$ 614,453.06
- Plant Equipment	\$ 968,021.47
- Computers	\$ 89,679.51
- Production Tooling	\$ 807,621.44
- Equipment in Progress	\$ 1,647,279.99
Total	<u>\$4,127,055.47</u>

We remain at your disposal, should you require further information with respect to the above.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Benoit Cloutier'. The signature is stylized with a large, sweeping 'B' and a long, horizontal stroke extending to the right.

Benoit Cloutier
President
CFAN

REC-13/11/D

**TAX ABATEMENT AGREEMENT BETWEEN THE COUNTY OF HAYS
AND CFAN COMPANY FOR MANUFACTURING FACILITY EXPANSION
IN SAN MARCOS REINVESTMENT ZONE NO. 2**

This tax abatement agreement (this "Agreement") is entered into between the County of Hays, Texas (the "County"), a Texas municipal corporation, and CFAN Company ("CFAN"), a partnership.

PART 1. GENERAL PROVISIONS

Section 1.01. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code).

Section 1.02. CFAN is the owner of the tract of property (the "Property") located at 1000 Technology Way, in San Marcos, Hays County, Texas, legally described as Lots 1, 2 and 3 of the San Marcos Technology Park Subdivision, according to the map or plat recorded in Volume 5, pages 147-151 of the Hays County Plat Records. The Property meets the eligibility criteria for tax abatement under the Tax Abatement Act and the Policy. The Property is situated within the City of San Marcos Reinvestment Zone No. 2 designated by separate ordinance by the City Council.

Section 1.03. The Property is not part of an improvement project financed with tax increment bonds.

Section 1.04. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

Section 1.05. The Property is not owned or leased by any member of the San Marcos City Council or any member of the City Planning and Zoning Commission or any member of the Hays County Commissioners Court.

Section 1.06. CFAN agrees to ensure that all of the improvements described below will conform to all applicable County ordinances and regulations.

PART 2. PROPERTY IMPROVEMENTS

Section 2.01. CFAN intends to construct building improvements (the "Improvements") and install manufacturing equipment (including tooling) (the "Equipment") at CFAN's manufacturing facility (the "Facility") on the Property over a ten-year period at a total cost of approximately \$30,000,000.

Section 2.02. CFAN will use its best efforts to construct the Improvements and install the Equipment at the Facility in accordance with the schedule described in the "Proposed Investment"

column in the table attached to this Agreement as Exhibit B. The actual investment level for each individual year may vary from the amounts shown in this table, but CFAN agrees to ensure that the cumulative total investment level for each year described in the "Cumulative Investment" column in the table attached to this Agreement as Exhibit B is met or exceeded.

Section 2.03. CFAN will ensure that the total number of full-time jobs at the Facility during each calendar year during the Abatement Period (defined in Section 3.01 below) is at or above the level stated in the "Projected Full-Time Employment" column in the table attached to this Agreement as Exhibit B. The requirement for each full-time job for a calendar year will be met by a total of 1,820 hours worked by, or compensated as leave time to, one or more employees of CFAN at the Facility during a calendar year.

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

Section 3.01. The existing and any real estate or ad valorem property taxes hereafter imposed by the County on 100% of the increase in the taxable value of the Facility, and on 100% of the taxable value of the Equipment, and on 100% of the increase in the taxable value of the manufactured products inventory will be abated for seven years, if CFAN satisfies all of its obligations under this Agreement. The seven years of 100% Tax Abatement will be the tax years 2006 through 2012, inclusive. The "Abatement Period" will consist of the tax years 2006 through 2012, inclusive. For purposes of this section, the "increase in the taxable value" of the Facility, the Equipment, and the manufactured products inventory will be determined for each year of the Abatement Period by comparing the taxable value of the Facility, the Equipment, and the manufactured products inventory for 2005 with the taxable value of the Facility and the Equipment for the respective year of the Abatement Period.

Section 3.02. The Tax Abatement will not include a) personal property other than the Equipment and the manufactured products inventory, b) any increase in the value of the land (after completion of the Improvements or the installation of the Equipment) upon which the Facility is situated, or c) the taxable value of the Facility, the Equipment, or the manufactured products inventory on the tax roll in the year in which this Agreement is executed.

PART 4. RECORDS AND AUDITS

Section 4.01. On or before February 1st of each year of the Abatement Period, CFAN will furnish records to the County supporting CFAN's tax abatement for the current tax year. These

records will pertain to CFAN's compliance with this Agreement for the previous calendar year. The County will evaluate the information furnished, and will have the right to request and receive from CFAN additional information needed to help the County determine CFAN's compliance with this Agreement. Upon the City's verification of compliance with this Agreement by CFAN for the previous calendar year, the County will issue a tax abatement certificate to CFAN validating the Tax Abatement for the current tax year.

Section 4.02. At all times until the County's rights to declare default against CFAN have expired, the County will have access to the Property and the Facility upon reasonable prior notice for the purpose of inspecting them to ensure that the Facility is reconstructed, renovated and remodeled, and maintained and used in accordance with the terms of this Agreement.

PART 5. DEFAULT

Section 5.01. The City Manager, at the request of the County Judge, may declare a default under this Agreement if CFAN:

1. fails to complete the construction of the Improvements and the installation of the Equipment in the Facility in accordance with the schedule described in the "Investment" column in the table attached to this Agreement as Exhibit B;
2. refuses, fails or neglects to comply with any of the terms of this Agreement, including the provision for the creation and maintenance of jobs in Section 2.03 above;
3. made any representation in this Agreement or in the application to the County for tax abatement that is false or misleading in any material respect; or
4. allows ad valorem taxes owed to the County on the Property, the Facility or the Equipment to become delinquent, unless CFAN timely and properly protests or contests the taxes.

Section 5.02. If the County Judge determines that CFAN is in default of this Agreement on a basis other than the failure to pay ad valorem taxes on the Property or the Facility, the County Judge will notify CFAN in writing, and if the default is not cured within 60 days from the date of the notice, then the County Judge may terminate this Agreement. No cure is allowed for defaults involving the failure to pay ad valorem taxes on the Property or the Facility. If the Hays County Commissioners Court terminates this Agreement, the Tax Abatement for the remainder of the Abatement Period will be rescinded.

Section 5.03. If the County Judge determines that CFAN has failed to maintain the full

number of full-time jobs described in Section 2.03 for a calendar year of the Abatement Period, then CFAN's Tax Abatement for the following tax year will be limited to A/B of the increase in the taxable value of the Facility, with "A" being the number of full-time jobs maintained during the previous calendar year, and "B" being the number of full-time job equivalents required to be maintained for the previous calendar year.

Section 5.04. If this Agreement is terminated by the County under this Part 5, CFAN will pay to the County the full value of all fee waivers provided for in Section 6.01 below within 60 days of the termination date. The County will be entitled to record a lien against the Property to secure the full value of the fees so waived if this payment is not timely made.

Section 5.05. At the time this Agreement is fully performed by CFAN, and upon the written request of CFAN, the County Judge will execute a certificate in recordable form stating this Agreement has been performed, and CFAN will be released of all further duties or obligations under this Agreement.

Section 5.06. The County reserves the sole discretion to choose among the remedies for default enumerated in Sections 5.01 through 5.04 according to the type of default. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the County. Any failure by the County to enforce this Agreement with respect to one or more defaults by CFAN will not waive the County's ability to enforce the agreement after that time.

PART 6. ECONOMIC INCENTIVES PROVIDED BY THE CITY

Section 6.01. As partial consideration for the construction of the Facility and the creation of the jobs by CFAN described in Part 2 above, the County agrees to provide the following incentives and benefits to CFAN:

1. The County agrees to waive all County fees (the "Fee Waiver") associated with zoning, the subdivision process, and building permits and inspections associated with the construction of the Improvements and the installation of the Equipment at the Facility. The Fee Waiver does not extend to water and wastewater impact fees charged by the County.
2. The County agrees to expedite the process for all hearings, reviews, inspections and contacts with County staff in order to ensure the timely completion of the

construction process.

3. The County agrees to consider any other reasonable requests made by CFAN in order to assist it in the installation of the Equipment and the capital investments in the Facility.

PART 7. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

Section 7.01. The Tax Abatement will be assignable to each new owner of the Property, or to financing entities in the event third party financing is sought, for the balance of the term of this Agreement. Transfers which result in a continuation of the business in the same general manner as operated under CFAN are consented to and do not require further County approval; in this case, CFAN or its successor will give written notice to the County within 10 days after the transaction, and CFAN will be released of any further duties or obligations under this Agreement.

Section 7.02. For transfers which will not result in a continuation of business as described above, this Agreement may be assigned to a new owner of the Property with the written consent of the County, which will not be unreasonably withheld, and CFAN will be released of any further duties or obligations under this Agreement.

Section 7.03. The new owner will assume all the duties and obligations of CFAN upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement will be to an entity that contemplates the same improvements to the Property, except to the extent the installation of the Equipment and the capital investments in the Facility have been completed. No assignment will be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations.

PART 8. PROPERTY TAX APPRAISED VALUE

Section 8.01. It is understood and agreed between the parties that the Property and the improvements upon the Property will be appraised at market value for the purposes of property tax assessment throughout the term of this Agreement, and that this value may change during the term of this Agreement. The calculation of abated taxes will make use of this appraised value as it is determined for each year of the Abatement Period.

PART 9. INDEPENDENT CONTRACTOR/INDEMNITY

Section 9.01. It is understood and agreed between the parties that the County and CFAN, in executing this Agreement, and in performing their respective obligations, are acting independently,

and not in any form of partnership or joint venture. The County assumes no responsibilities or liabilities to any third parties in connection with this Agreement, and CFAN agrees to indemnify, defend and hold the County harmless from any such liabilities.

PART 10. NOTICE

Section 10.01. All notices called for or required by this Agreement will be delivered to the following by certified mail, postage pre-paid, effective five days after mailing, or by hand delivery or overnight delivery, effective upon delivery:

President
CFAN Company
1000 Technology Way
San Marcos, TX 78666
Fax: 512-353-2838

Hays County Judge, Jim Powers
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
Fax: 512-393-2205

Each party will notify the other party in writing of any change in its address.

PART 11. MISCELLANEOUS

Section 11.01. CFAN agrees to ensure that no discrimination will occur in the provision of services or in employment practices at the Facility on the basis of race, creed, color, national origin, sex or disability.

Section 11.03. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word. This Agreement may be amended only by a written instrument executed by both parties.

Section 11.03. This Agreement will be construed under the laws of the State of Texas. The term "will" is mandatory in this Agreement. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Hays County, Texas. This Agreement is performable in Hays County, Texas. Nothing in this Agreement, and no action of the County under this Agreement, will constitute a waiver of any immunity of the County to suit or to liability.

Section 11.04. A copy of this Agreement will be recorded in the official records of Hays County, Texas, by the County. CFAN will be responsible for providing to the Hays County Appraisal District all information necessary to give effect to this Agreement.

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

EXECUTED on February 28, 2006.

Hays County, Texas

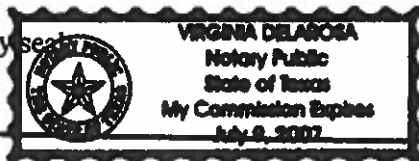
By: [Signature]
Jim Powers, Hays County Judge

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on February 28, 2006, by Jim Powers, known personally by me to be the Hays County Judge, on behalf of the County of Hays.

Notary Seal:



Virginia Delasosa
Notary Public, State of Texas

CFAN Company

By: [Signature]
Signature

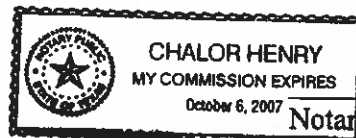
Robert Baeumel, President CFAN

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on 13 MARCH, 2006, by Robert Baeumel, known personally by me to be the President of CFAN Company, on behalf of that partnership.

Notary Seal:



Chalor Henry
Notary Public, State of TEXAS

Exhibit: B to Tax Abatement Agreement Between CFAN and City of San Marcos, Texas

Forecasted CFAN Fan Blade Business Growth

<u>Year</u>	<u>Projected Full Time Employment</u>	<u>Proposed Investment Update M\$</u>	<u>Inventory Forecast M\$</u>	<u>Inventory Delta from 2004 YE</u>
2000		1.2	4.8	na
2001	126	5.4	8.6	na
2002	158	0.7	5.7	na
2003	146	1.3	9.1	na
2004	171	4.4	9.6	na
2005	190	3.0	11.0	1.4
2006	250	9.0	14.6	5.0
2007	275	7.0	17.0	7.4
2008	320	6.0	19.0	9.4
2009	400	5.0	18.6	9.0
2010	420	2.0	17.7	8.1
2011	450	2.0	18.2	8.6
2012	450	2.0	19.0	9.4
2013	450	1.0	19.0	9.4
2014	450	1.0	19.0	9.4
Total		538M		

Share P... - CASH
512.302 4.012 - four

COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

Property Owner: Genlyte Thomas Group, LLC – HADCO Division

Property Description: 500 Wonder World Drive, San Marcos, TX 78666

Date of Tax Abatement Agreement: October 3, 2006

Date of Amended Tax Abatement Agreement: n/a

Duration of Tax Abatement Agreement: Tax Year 2012

Percentage of Abatement: 68.85% of the taxable value of the facility, equipment and inventory

Tax Year for Which This Certificate Applies: 2011

The undersigned hereby certifies on behalf of Hays County that the Property Owner is entitled to the Percentage of Abatement described above on the types of property specified for the tax year indicated.

EXECUTED this _____,
Date

HAYS COUNTY, TEXAS

BY: _____
Bert Cobb, M.D., County Judge

NOTE TO PROPERTY OWNER: This certificate must be filed with the Hays County Appraisal District, 21001 North Interstate 35, Kyle, Texas 78640.

PHILIPS

HADCO Division, Genlyte
Thomas Group, LLC

1611 Clovis Barker Road
San Marcos, TX

Subject: 2011 Tax Abatement

Date: 2011-04-11

County: Bert Cobb
County Judge
Hays County
111 E San Antonio St. STE 300
San Marcos, TX 78666

City: Mr. Chance Sparks
Development Project Manager
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666

Re: Genlyte Thomas Group, LLC Tax Abatement Agreement - Hays County, Resolution No 23753, October 2006- Resolution No. 2006 R City of San Marcos, September, 2006

Part 2. Section 2.01

This letter certifies that Genlyte Thomas Group, LLC, HADCO Division ("Genlyte") remodel, at a cost of approximately \$1,000,000, an existing, manufacturing facility, approximately 57,000 ± square feet at 500 Wonder World Rd., San Marcos in 2007. This facility was equipped with manufacturing, processing and handling equipment ("Equipment"). A certificate of occupancy was issued for this facility on April 2007.

Part 2. Section 2.02

Due to economic circumstance beyond Genlyte control, the Equipment installed in this facility in 2007, inventory and employees were moved, August, 2010, to the Genlyte Thomas Group, LLC, Wide-Lite Division facility at 1611 Clovis Barker Rd., San Marcos, TX. Genlyte is using the Equipment and storing inventory at 1611 Clovis Barker Rd., San Marcos, TX.

Part 2. Section 2.03 and Part 5: Section 5.03

Economic circumstance beyond Genlyte control restricted Genlyte ability to meet the requirements of Section 2.03 in 2010 for tax year 2011. Genlyte has retained 42 full time jobs, as determined by the "A/X" factor of Section 5.03, in San Marcos in 2010. The total full time jobs are or exceed 42.

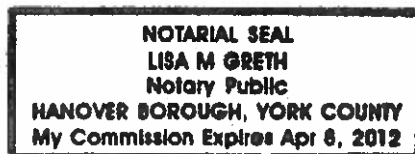
I certify to the best of my knowledge that the information provided above is both accurate and truthful.

Carl Gallagher
Carl Gallagher
Controller

HADCO Division, Genlyte Thomas Group, LLC

SUBSCRIBED AND SWORN TO before me this 11th day of April 2011 to certify which witness my hand and seal of office.

Lisa M. Greth



Use this block for legally required information and/or visiting address. Use 5 lines only and end with one hard return to separate url by one line space. If more information is required use next field see policy on published url

Area for extra text

Area for extra text

Business group or departmental name

ORIGINAL

**TAX ABATEMENT AGREEMENT BETWEEN HAYS COUNTY
AND GENLYTE GROUP, INC., FOR DEVELOPMENT
OF MANUFACTURING FACILITY**

This tax abatement agreement (this "Agreement") is entered into effective October 3, 2006 between Hays County, Texas (the "County"), a political subdivision of the state, the Genlyte Thomas Group, LLC ("Genlyte").

PART 1. GENERAL PROVISIONS

Section 1.01. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code), and by the County's Guidelines Governing Tax Abatement and other Economic Development Incentives Policy (the "Policy").

Section 1.02. Genlyte owns Lot 1-B of the Wide Lite Unit 1 Subdivision (the "Property") in San Marcos, Hays County, Texas. The Property meets the eligibility criteria for tax abatement under the Policy. The Property is situated within the City of San Marcos Reinvestment Zone No. 22 designated by separate ordinance by the San Marcos City Council.

Section 1.03. The Property is not part of an improvement project financed with tax increment bonds.

Section 1.04. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

Section 1.05. The Property is not owned or leased by any member of the Hays County Commissioners Court.

Section 1.06. Genlyte agrees to ensure that all of the improvements described below will conform to all applicable County ordinances and regulations.

PART 2. PROPERTY IMPROVEMENTS

Section 2.01. Genlyte intends to remodel an existing 57,000± square foot building on the Property into a manufacturing facility (the "Facility") at a cost of approximately \$1,000,000. The Facility will be equipped with manufacturing, processing and handling equipment (the "Equipment"), and the Facility will be used to store an inventory of completed manufactured products (the "Inventory").

Section 2.02. Genlyte will ensure that the remodeling of the Facility is completed and the Equipment is installed by December 31, 2007.

Section 2.03. Genlyte will retain 51 full-time job equivalents by transfer to the Facility from other Genlyte facilities in the County by December 31, 2007, and Genlyte will create at least 10 new full-time job equivalents at the Facility by December 31, 2007. Genlyte will maintain 61 full-time job equivalents at the Facility during the calendar years 2008 through 2011, inclusive. The requirement for the retention or creation of each "full-time job equivalent" will be met by the scheduling of transferred or new employees for at least 40 hours of work per week at the completed Facility during at least two weeks prior to the respective retention or creation deadline. The requirement for maintenance of each "full-time job equivalent" will be met by a total of 2,000 hours worked by one or more persons at the Facility during each of the calendar years for which a job maintenance requirement must be met.

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

Section 3.01. The existing and any real estate or ad valorem property taxes for General Maintenance & Operations (excluding ad valorem taxes for Road and Bridge Maintenance & Operations and for General Debt) hereafter imposed by the County on 100% of the taxable value of the Facility, the Equipment, and the Inventory will be abated (the "Tax Abatement") for five years if Genlyte satisfies all of its obligations under this Agreement. The five years of Tax Abatement (the "Abatement Period") will be the tax years 2008 through 2012, inclusive.

Section 3.02. The Tax Abatement will not include any materials or other personal property other than the Equipment and Inventory, nor will it include any increase in the value of the Property upon which the Facility is situated.

PART 4. RECORDS AND AUDITS

Section 4.01. On or before February 1st of each year of the Abatement Period, Genlyte will furnish records to the County supporting Genlyte's tax abatement for the current tax year. These records will pertain to Genlyte's compliance with this Agreement for the previous calendar year. The County will evaluate the information furnished, and will have the right to request and receive from Genlyte additional information needed to help the County determine Genlyte's compliance with this Agreement. Upon the County's verification of compliance with this Agreement by Genlyte for the previous calendar year, the County will issue a tax abatement certificate to Genlyte validating the Tax Abatement for the current tax year.

Section 4.02. At all times until the County's rights to declare default against Genlyte have

expired, the County will have access to the Property and the Facility upon reasonable prior notice for the purpose of inspecting them to ensure that the Facility and the Equipment are constructed, installed, maintained and used in accordance with the terms of this Agreement.

PART 5. DEFAULT

Section 5.01. The County Judge may declare a default under this Agreement if Genlyte:

1. fails to complete construction of the Facility and installation of the Equipment by the deadline in Section 2.02 above;
2. refuses, fails or neglects to comply with any of the terms of this Agreement, including the provision for the retention, creation and maintenance of job equivalents in Section 2.03 above;
3. made any representation in this Agreement or in the application to the County for development incentives that is false or misleading in any material respect; or
4. allows ad valorem taxes on the Property, the Facility or the Equipment owed to the County to become delinquent unless Genlyte timely and properly protests or contests the taxes.

Section 5.02. If the County Judge determines that Genlyte is in default of this Agreement on a basis other than the failure to retain or create jobs or to pay ad valorem taxes on the Property, the Facility or the Equipment, the County Judge will notify Genlyte in writing, and if the default is not cured within 60 days from the date of the notice, then the County Judge may terminate this Agreement. No cure is allowed for defaults involving the failure to retain or create jobs or to pay ad valorem taxes on the Property, the Facility or the Equipment. If the County Judge terminates this Agreement, the Tax Abatement for the remainder of the Abatement Period will be rescinded.

Section 5.03. If the County Judge determines that Genlyte has failed to retain or create the full number of full-time job equivalents described in Section 2.03 by December 31, 2007, then this Agreement will terminate, and the Tax Abatement will be rescinded. If the County Judge determines that Genlyte has failed to maintain the full number of full-time job equivalents required in Section 2.03 for the 2008, 2009, 2010, or 2011 calendar year, then Genlyte's Tax Abatement for the respective following tax year will be limited to A/X of the taxable value of the Facility, the Equipment and the Inventory, with "A" being the number of full-time job equivalents maintained during the calendar year, and "X" being the number of full-time job equivalents required to be

maintained for the calendar year, and this Agreement will remain in effect for the remainder of the Abatement Period.

Section 5.04. If this Agreement is terminated under this Section, Genlyte will pay to the County the full value of all fee waivers provided for in Section 6 below within 60 days of the termination date. The County will be entitled to record a lien against the Property to secure the full value of the fees so waived if this payment is not timely made.

Section 5.05. At the time this Agreement is fully performed by Genlyte, and upon the written request of Genlyte, the County Judge will execute a certificate in recordable form stating this Agreement has been performed, and Genlyte will be released of all further duties or obligations under this Agreement.

Section 5.06. The Hays County Commissioners Court reserves the sole discretion to choose among the remedies for default enumerated in Sections 5.01 through 5.04 above. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the County. Any failure by the County to enforce this Agreement with respect to one or more defaults by Genlyte will not waive the County's ability to enforce the agreement after that time.

PART 6. ECONOMIC INCENTIVES PROVIDED BY THE COUNTY

Section 6.01. As partial consideration for the construction of the Facility and the creation of the jobs by Genlyte described in Part 2 above, the County agrees to provide the following incentives and benefits to Genlyte:

1. The County agrees to waive all County fees (the "Fee Waiver") associated with the construction of the Facility and the installation of the Equipment.
2. The County agrees to consider any other reasonable requests made by Genlyte in order to assist it in constructing the Facility and installing the Equipment.

PART 7. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

Section 7.01. The Tax Abatement will be assignable to each new owner of the Property, or to financing entities in the event third party financing is sought, for the balance of the term of this Agreement. Transfers which result in a continuation of the business in the same general manner as operated under Genlyte are consented to and do not require further Commissioners Court approval; in this case, Genlyte or its successor will give written notice to the County within 10 days after the

transaction, and Genlyte will be released of any further duties or obligations under this Agreement.

Section 7.02. For transfers which will not result in a continuation of business as described above, this Agreement may be assigned to a new owner of the Property with the written consent of the County, which will not be unreasonably withheld.

Section 7.03. The new owner will assume all the duties and obligations of Genlyte upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement will be to an entity that contemplates the same improvements to the Property, except to the extent the Facility and the Equipment installation have been completed. No assignment will be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations.

PART 8. PROPERTY TAX APPRAISED VALUE

Section 8.01. It is understood and agreed between the parties that the Property and the improvements upon the Property will be appraised at market value for the purposes of property tax assessment throughout the term of this Agreement, and that this value may change during the term of this Agreement. The calculation of abated taxes will make use of this appraised value as it is determined for each year of the Abatement Period.

PART 9. INDEPENDENT CONTRACTOR/INDEMNITY

Section 9.01. It is understood and agreed between the parties that the County and Genlyte, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. The County assumes no responsibilities or liabilities to any third parties in connection with this Agreement, and Genlyte agrees to indemnify, defend and hold the County harmless from any such liabilities.

PART 10. NOTICE

Section 10.01. All notices called for or required by this Agreement will be delivered to the following by certified mail, postage pre-paid, effective five days after mailing, or by hand delivery or overnight delivery, effective upon delivery:

President
Genlyte Thomas Group, LLC
10350 Ormsby Park Place
Suite 601
Louisville KY 40223

County Judge
Hays County Courthouse
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

Each party will notify the other party in writing of any change in its address.

PART 11. MISCELLANEOUS

Section 11.01. Genlyte agrees to ensure that no discrimination will occur in the provision of services or in employment practices at the Facility on the basis of race, creed, color, national origin, sex or disability.

Section 11.02. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word. This Agreement may be amended only by a written instrument executed by both parties.

Section 11.03. This Agreement will be construed under the laws of the State of Texas. The term "will" is mandatory in this Agreement. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Hays County, Texas. This Agreement is performable in Hays County, Texas.

Section 11.04. A copy of this Agreement will be recorded in the official records of Hays County, Texas, by the City of San Marcos. Genlyte will be responsible for providing to the Hays County Appraisal District all information necessary to give effect to this Agreement.

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

[signatures on following page]

HAYS COUNTY, TEXAS

By: [Signature]
Jim Powers, Hays County Judge

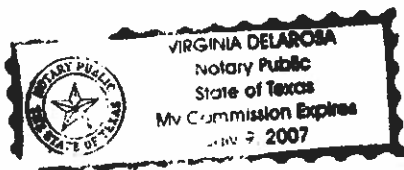
STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on October 3rd, 2006 by Jim Powers, known personally by me to be the Hays County Judge, on behalf of Hays County.

Notary seal:

Virginia Delarosa
Notary Public, State of Texas



Genlyte Thomas Group, LLC

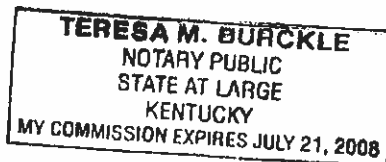
By: [Signature]
Ron Schneider, Vice President of Operations

STATE OF Kentucky
COUNTY OF Jefferson

This instrument was acknowledged before me on October 17, 2006 by Ron Schneider, known personally by me to be the Vice President of Operations of Genlyte Thomas Group, LLC, on behalf of that corporation.

Notary Seal:

Teresa M. Burckle
Notary Public, State of Kentucky, July 21, 2008



COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

Property Owner: Genlyte Thomas Group, LLC – Wide-Lite Division

Property Description: 1611 Clovis Barker Road, San Marcos, TX 78666

Date of Tax Abatement Agreement: October 17, 2000

Date of Amended Tax Abatement Agreement: August 10, 2004

Duration of Tax Abatement Agreement: Tax Year 2012

Percentage of Abatement: 100% of the taxable value of the facility and equipment

Tax Year for Which This Certificate Applies: 2011

The undersigned hereby certifies on behalf of Hays County that the Property Owner is entitled to the Percentage of Abatement described above on the types of property specified for the tax year indicated.

EXECUTED this _____, _____
Date

HAYS COUNTY, TEXAS

BY: _____
Bert Cobb, M.D., County Judge

NOTE TO PROPERTY OWNER: This certificate must be filed with the Hays County Appraisal District, 21001 North Interstate 35, Kyle, Texas 78640.

County: Bert Cobb
County Judge

Hays County

111 E San Antonio St. STE 300
San Marcos, TX 78666

Mr. Chance Sparks
Development Project Manager

City of San Marcos

630 East Hopkins
San Marcos, Texas 78666

Re: Genlyte Thomas Group, LLC Tax Abatement Agreement - Hays County, August, 2004 -
Resolution No, 2004-121R City of San Marcus, July, 2004

Part 2. Section 2.01

This letter certifies that Genlyte Thomas Group, LLC, Wide-Lite Division ("Genlyte") completed a new manufacturing facility, approximately 225,000 square feet at 1611 Clovis Barker Rd. San Marcus in 2005. This facility is equipped with manufacturing, processing and handling equipment ("Equipment"). A certificate of occupancy was issued for this facility on August 4, 2005.

Part 2. Section 2.02

The Equipment has been installed in this facility.

Part 2. Section 2.03

Genlyte has retained 164 full time jobs that were transferred from the Wide-Lite Division in San Marcus. Genlyte has created at least 150 new full time jobs and as of the below date the total full time jobs are or exceed 320.

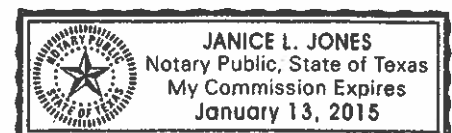
I certify to the best of my knowledge that the information provided above is both accurate and truthful.



Beverly Pennington
Controller

Wide-Lite Division, Gently Thomas Group, LLC

SUBSCRIBED AND SWORN TO before me this 25 day of January 2011 to certify which
witness my hand and seal of office.



**TAX ABATEMENT AGREEMENT BETWEEN HAYS COUNTY
AND GENLYTE GROUP, INC. FOR DEVELOPMENT
OF MANUFACTURING FACILITY**

This tax abatement agreement (this "Agreement") is entered into effective August 10, 2004 between the Hays County, Texas (the "County"), and Genlyte Thomas Group, LLC ("Genlyte").

PART 1. GENERAL PROVISIONS

Section 1.01. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code), and by the County's Policy on Tax Abatement and Economic Development Incentives (the "Policy").

Section 1.02. Genlyte owns the 38.5 acre, more or less, tract of property (the "Property") described on the attached Exhibit A, located in the 1500-1600 blocks of Clovis Barker Road in San Marcos, Hays County, Texas. The Property meets the eligibility criteria for tax abatement under the Policy.

Section 1.03. The Property is not part of an improvement project financed with tax increment bonds.

Section 1.04. The Property is not owned or leased by any member of the Hays County Commissioners' Court.

Section 1.05. Genlyte agrees to ensure that all of the improvements described below will conform to all applicable County ordinances and regulations.

PART 2. PROPERTY IMPROVEMENTS

Section 2.01. Genlyte intends to construct a new manufacturing facility approximately 225,000 square feet in size (the "Facility") on the Property at a cost of approximately \$18,500,000. The Facility will be equipped with manufacturing, processing and handling equipment (the "Equipment").

Section 2.02. Genlyte will ensure that the Facility is completed by December 31, 2005, and the Equipment is installed by December 31, 2006.

Section 2.03. Genlyte will retain 164 full-time job equivalents by transfer to the Facility from other Genlyte facilities in the City by December 31, 2005, and Genlyte will maintain these 164 full-time job equivalents during calendar year 2006. Genlyte will create at least 105 new full-time job equivalents at the Facility, by April 30, 2006. Genlyte will maintain 269 full-time job

equivalents at the Facility during the calendar years 2007 through 2012, inclusive. The requirement for the retention or creation of each "full-time job equivalent" will be met by the scheduling of transferred or new employees for at least 40 hours of work per week at the completed Facility during at least two weeks prior to the respective retention or creation deadline. The requirement for maintenance of each "full-time job equivalent" will be met by a total of 2,000 hours worked by one or more persons at the Facility during each of the calendar years for which a job maintenance requirement must be met.

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

Section 3.01. The existing and any real estate or ad valorem property taxes hereafter imposed by the County on 100% of the taxable value of the Facility and the Equipment will be abated (the "Tax Abatement") for seven years if Genlyte satisfies all of its obligations under this Agreement. The seven years of Tax Abatement (the "Abatement Period") will be the tax years 2006 through 2012, inclusive.

Section 3.02. The Tax Abatement will not include any inventory, materials, or other personal property other than the Equipment, nor will it include any increase in the value of the Property (after construction of the Facility) upon which the Facility is situated.

PART 4. RECORDS AND AUDITS

Section 4.01. On or before February 1st of each year of the Abatement Period, Genlyte will furnish records to the County supporting Genlyte's tax abatement for the current tax year. These records will pertain to Genlyte's compliance with this Agreement for the previous calendar year. The County will evaluate the information furnished, and will have the right to request and receive from Genlyte additional information needed to help the County determine Genlyte's compliance with this Agreement. Upon the County's verification of compliance with this Agreement by Genlyte for the previous calendar year, the County will issue a tax abatement certificate to Genlyte validating the Tax Abatement for the current tax year.

Section 4.02. At all times until the County's rights to declare default against Genlyte have expired, the County will have access to the Property and the Facility upon reasonable prior notice for the purpose of inspecting them to ensure that the Facility and the Equipment are constructed, installed, maintained and used in accordance with the terms of this Agreement.

PART 5. DEFAULT

Section 5.01. The County Judge may declare a default under this Agreement if Genlyte:

1. fails to complete construction of the Facility and installation of the Equipment by the deadline in Section 2.02 above;
2. refuses, fails or neglects to comply with any of the terms of this Agreement, including the provision for the retention, creation and maintenance of job equivalents in Section 2.03 above;
3. made any representation in this Agreement or in the application to the County for tax abatement that is false or misleading in any material respect; or
4. allows ad valorem taxes on the Property, the Facility or the Equipment owed to the County to become delinquent unless Genlyte timely and properly protests or contests the taxes.

Section 5.02. If the County Judge determines that Genlyte is in default of this Agreement on a basis other than the failure to retain or create jobs or to pay ad valorem taxes on the Property, the Facility or the Equipment, the County Judge will notify Genlyte in writing, and if the default is not cured within 60 days from the date of the notice, then the Commissioners' Court may terminate this Agreement. No cure is allowed for defaults involving the failure to retain or create jobs or to pay ad valorem taxes on the Property, the Facility or the Equipment. If the Commissioners' Court terminates this Agreement, the Tax Abatement for the remainder of the Abatement Period will be rescinded.

Section 5.03. If the County Judge determines that Genlyte has failed to retain or create the full number of full-time job equivalents described in Section 2.03 by the deadline for the retention (December 31, 2005) or creation (April 30, 2006), then this Agreement will terminate, and the Tax Abatement will be rescinded. If the County Judge determines that Genlyte has failed to maintain the full number of full-time job equivalents required in Section 2.03 for the 2006 calendar year (164) or for the 2007, 2008, 2009, 2010, 2011 or 2012 calendar years (269), then Genlyte's Tax Abatement for the respective following tax year will be limited to A/X of the taxable value of the Facility and the Equipment, with "A" being the number of full-time job equivalents maintained during the calendar year, and "X" being the number of full-time job equivalents required to be maintained for the calendar year, and this Agreement will remain in effect for the remainder of the Abatement Period.

Section 5.04. At the time this Agreement is fully performed by Genlyte, and upon the written request of Genlyte, the County Judge will execute a certificate in recordable form stating this Agreement has been performed, and Genlyte will be released of all further duties or obligations under this Agreement.

Section 5.05. The Commissioners' Court reserves the sole discretion to choose among the remedies for default enumerated in Sections 5.01 through 5.04 above. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the County. Any failure by the County to enforce this Agreement with respect to one or more defaults by Genlyte will not waive the County's ability to enforce the agreement after that time.

PART 6. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

Section 6.01. The Tax Abatement will be assignable to each new owner of the Property, or to financing entities in the event third party financing is sought, for the balance of the term of this Agreement. Transfers which result in a continuation of the business in the same general manner as operated under Genlyte are consented to and do not require further Commissioners' Court approval; in this case, Genlyte or its successor will give written notice to the County within 10 days after the transaction, and Genlyte will be released of any further duties or obligations under this Agreement.

Section 6.02. For transfers which will not result in a continuation of business as described above, this Agreement may be assigned to a new owner of the Property with the written consent of the Commissioners' Court, which will not be unreasonably withheld.

Section 6.03. The new owner will assume all the duties and obligations of Genlyte upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement will be to an entity that contemplates the same improvements to the Property, except to the extent the Facility and the Equipment installation have been completed. No assignment will be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations.

PART 7. PROPERTY TAX APPRAISED VALUE

Section 7.01. It is understood and agreed between the parties that the Property and the improvements upon the Property will be appraised at market value for the purposes of property tax assessment throughout the term of this Agreement, and that this value may change during the term of this Agreement. The calculation of abated taxes will make use of this appraised value as it is

determined for each year of the Abatement Period.

PART 8. INDEPENDENT CONTRACTOR/INDEMNITY

Section 8.01. It is understood and agreed between the parties that the County and Genlyte, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. The County assumes no responsibilities or liabilities to any third parties in connection with this Agreement, and Genlyte agrees to indemnify, defend and hold the County harmless from any such liabilities.

PART 9. NOTICE

Section 9.01. All notices called for or required by this Agreement will be delivered to the following by certified mail, postage pre-paid, effective five days after mailing, or by hand delivery or overnight delivery, effective upon delivery:

President
Genlyte Thomas Group, LLC
4360 Brownsboro Road, Suite 300
Louisville KY 40207-1603

Hays County Judge
111 East San Antonio Street
San Marcos, Texas 78666

Each party will notify the other party in writing of any change in its address.

PART 10. MISCELLANEOUS

Section 10.01. This Agreement was approved by the Commissioners' Court at its meeting on August 10, 2004.

Section 10.02. Genlyte agrees to ensure that no discrimination will occur in the provision of services or in employment practices at the Facility on the basis of race, creed, color, national origin, sex or disability.

Section 10.03. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word. This Agreement may be amended only by a written instrument executed by both parties.

Section 10.04. This Agreement will be construed under the laws of the State of Texas. The

ORIGINAL

term "will" is mandatory in this Agreement. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Hays County, Texas. This Agreement is performable in Hays County, Texas.

Section 10.05. A copy of this Agreement will be recorded in the official records of Hays County, Texas, by the County. Genlyte will be responsible for providing to the Hays County Appraisal District all information necessary to give effect to this Agreement.

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

EXECUTED on 8-10-04

Attest:

Lee Carlisle
Lee Carlisle, County Clerk

Hays County

By: Jim Powers
Jim Powers, County Judge

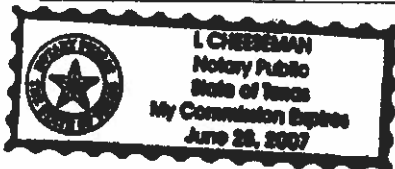
STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on August 10, 2004 by Jim Powers, known personally by me to be the County Judge, on behalf of the Hays County.

Notary seal:

L. Cheesman
Notary Public, State of Texas



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Genlyte Thomas Group, LLC

By: Ronald D. Schneider
Signature

RONALD D. SCHNEIDER, V.P. OPERATIONS
Printed name, title

STATE OF Texas

COUNTY OF Hays

This instrument was acknowledged before me on Aug. 12, 2004 by Ronald D. Schneider, known personally by me to be the V.P. Operations of Genlyte Thomas Group, LLC, on behalf of that corporation.

Notary Seal:



Anna Kaye Payne
Notary Public, State of 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

AGENDA ITEM: Discussion and possible action to approve the project list regarding Hays County's request for Capital Area Metropolitan Planning Organization (CAMPO) funding and to authorize the County Judge submit an application for the funding of these projects.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

Hays County is requesting CAMPO funding for (15) projects. See attached list.

HAYS COUNTY PROJECTS TO BE SUBMITTED FOR CAMPO FUNDING

JUNE 24, 2011 DRAFT

Projects on State Highway System for Joint Application with TxDOT

1. IH 35 – Buda (Main St.) to Kyle (FM 1626) - add freeway ramps and turnarounds
2. US 290 – Dripping Springs, Mercer St. to Mighty Tiger Trail – add sidewalk north side
3. SH 21 @ FM 150 – intersection improvements
4. SH 21 @ Cotton Gin Road – intersection improvements
5. SH 80 @ Old Bastrop Highway – intersection improvements
6. RR 12 – RR 32 to FM 3407 - purchase ROW for future parkway
7. RR 12 – RR 32 to FM 3407 – hike and bike trail on north side
8. RR 12 – Winters Mill Pkwy to Joe Wimberley Blvd. – hike and bike trail on east side
9. RM 1826 @ Crystal Hill Drive – intersection improvements, new bridge
10. RM 1826 @ Darden Hill Road – intersection improvements.

Projects on County Roadways

1. Dacy Lane – Bebee Rd. to Windy Hill Rd. – widen lanes, add shoulders
2. Elder Hill Road – RR 12 to FM 150 – safety improvements, new bridge(s)
3. Lakewood Dr. @ FM 1626 – new bridge
4. Old Bastrop Highway – Centerpoint Road to Francis Harris Lane - widen lanes, add shoulders
5. Add sidewalks near schools in Precinct 1
 - a. Bunton Creek Rd. – IH 35 to Goforth Rd., (Lehman HS and Fuentes Elem.)
 - b. FM 150 – Heidenreich Ln to SH 21, (Simon Middle School)
 - c. Old Bastrop Hwy from SH 123 to San Marcos High School
 - d. Old Bastrop Hwy from E. McCarty Ln. to Centerpoint Rd., (San Marcos HS)
 - e. E. McCarty Ln from Loop 110 to Old Bastrop Hwy., (San Marcos HS).

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9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on Ranch Road 12.
Possible action to follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: June 28, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Summary to be provided in Executive Session.

