

**Commissioners Court –August 23, 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 **23rd day of August, 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	3	Approve payments of county invoices. HERZOG
2	4-16	Approve Commissioners Court Minutes of August 15 and 16, 2011. COBB/GONZALEZ
3	17-19	Amend the Sheriff's Office budget to purchase replacement tasers. COBB/CUTLER
4	20-21	Approve amendment to purchasing policy to include Bidder's Protest Procedures language on all Bid documents. COBB/MAIORKA/HERZOG
5	22-24	Amend Budget of Constable Pct 1 for equipment and fuel. INGALSBE/PETERSON
6	25-27	Amend Budget of Veterans Officer in General Fund for Continuing Education. COBB/PRATHER
7	28-29	Approve recommendation of RVI as most qualified firm for RFQ 2011-P15 "Jacob's Well Development Master Plan" and authorize contract negotiation. CONLEY/HAUFF/MAIORKA
8	30-32	Accept donation for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project. COBB/JOHNSON

ACTION ITEMS

ROADS

9	33-36	Discussion and possible action to consider the release of the maintenance bond and accept for County maintenance the road and drainage improvements within County ROW for a section of Valley Springs Road in Wimberley Springs subdivision, Phase 1. CONLEY/BORCHERDING
10	37	Call for a Public Hearing on September 6, 2011 to establish traffic regulations (school zone) on Posey Road between the Railroad Tracts West to Hunter Road. INGALSBE

SUBDIVISIONS

11	38-40	11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (6 lots). Hold public hearing; discussion and possible action to approve final plat. WHISENANT/BOTKIN
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MISCELLANEOUS

12	41	Discussion and possible action to ratify and confirm the Court's adoption of Map M-2 as the map to be submitted to the Department of Justice for the purpose of redistricting commissioners' precinct boundaries. COBB/WHISENANT
13	42-44	Discussion and possible action to establish a process for review and adjustment of the county election precinct boundaries pursuant to Section 42 of the Texas Election Code and determine a timeline for adoption of adjusted boundaries. COBB/WHISENANT/COWAN

14	45-46	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). COBB/BAEN
15	47-51	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the City of Buda regarding participation in a drainage assessment associated with the Hays County Lower Colorado River Basin study. JONES/HAUFF
16	52-54	Discussion and possible action to authorize Commercial OSSF Permit at 3509 Creek Road, Dripping Springs, Texas in Precinct 4. WHISENANT/GARZA
17	55-56	Discussion and possible action to adopt the FY 2012 Holiday Calendar. INGALSBE
18	57-78	Discussion and possible action to authorize the County Judge to execute a Grant Contract with the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00. INGALSBE/CUTLER/HAUFF
19	79	Discussion and possible action to authorize the Hays County Personal Health Department to provide flu shots to Hays County employees and their insured dependents at no cost. INGALSBE/HARGRAVES
20	80	Discussion and possible action related to Hays County Transportation Plan and the formation of a citizen transportation committee. CONLEY
21	81	Discussion on possible action to determine a proposed tax rate and proposed budget for FY2012; and to schedule a public hearing on the FY2012 budget. COBB

WORKSHOP

22	82	10:30 AM Workshop, presentation and discussion regarding indigent care funding including a summary of the Medicaid Supplemental Payment Program. COBB
23	83	11:00 AM Workshop, discuss Hays County communication issues and policies including but not limited to cell phones, air cards, phone/fax lines, Wi-Fi connections, courtroom video, hand held radios, emergency communication devices, internet, and social media; possible action may follow. COBB/CONLEY

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.

24	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
25	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
26	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
27	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 19th day of August, 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

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 payment of County invoices.

CHECK ONE:	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ACTION	<input type="checkbox"/> EXECUTIVE SESSION
	<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> PROCLAMATION	<input type="checkbox"/> PRESENTATION

PREFERRED MEETING DATE REQUESTED: 8/23/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

Agenda Item Request Form

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9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES AUGUST 15 AND AUGUST 16, 2011.

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

PREFERRED MEETING DATE REQUESTED: August 23, 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 15TH DAY OF AUGUST A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL BUDGET MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR
DEBBIE GONZALES INGALSBE
MARK JONES
WILL CONLEY
RAY O. WHISENANT JR
LIZ Q. GONZALEZ

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

FY 2012 DEPARTMENTAL BUDGET REVIEW

District Attorney Sherri Tibbe explained the Career Path for Assistant District Attorney's. She is requesting the Court to consider the re-grade of 2 Attorney's that are eligible, the budget impact would be \$2,209/\$1,294 = \$4,976 (fringe & salary). Sherri Tibbe is willing to impede any new hires if the Court would consider the re-grades. Ms. Tibbe is requesting the Court reconsider the Witness Reimbursement. Amount requested is \$10,000. There are some big cases coming up and there is a need for the funds.

Constable Pct 2 James Kohler requested a new full-time Deputy Constable. The cost for a new position would be \$42,719, the amount with fringe benefits is \$61,747. He's requesting salary increase. He's currently is \$50,502 and is requesting \$60,094.

Civic Center Director Barry Nelson explained that the 1969 forklift he has finally died. He mentioned different options to fix or repair - 1) do nothing, 2) replace the motor (\$4,000) 3) Rental \$325 per day, \$975 week 4) replacement \$8,000 - \$10,000. The Road Department has a forklift that the Civic Center has borrowed in the past, but to be hauling it back and forth would cost more than a replacement would be. The cost to run the Civic Center yearly is \$158,384 and the Revenues are approximately \$58,000 yearly.

Jimmie Kitchen from the District Courts is requesting an increase in Jury Fees of \$32,000. Currently they have \$100,000 as an amended amount.

Jimmy Skipton Hays Trinity Groundwater Conservation District requested the County reconsider the amount of \$185,000 for FY2011 - FY2012's budget. In FY2010 - FY2011's budget was \$125,000. Which is an increase of \$60,000.

National Center for Farmworker Health Bobby Ryder requested the Court's consideration and gave an update. Two facilities have been opened in Hays County, one in San Marcos - 2009 and one in Kyle - September 2010. The total number of unduplicated patients seen at both health center sites for the period from last September 1 - the end of August of this year - 9,655. The total number of uninsured patients seen at both health centers for the same period - 4,673. Last year, Hays County contributed \$10,000 and this year's request is \$20,000.

Dispute Resolution Center Walter Krudop and Anna Bartowski gave a brief powerpoint presentation. Approximated costs for the County to litigate a CPS case: 1) Court appointed attorney's fees - \$12,112, 2) Jury cost for 4 day trial - \$1,700, 3) other court costs for CPS trial - \$2,000, 4) DA's office time and costs - \$3,606, for a total of \$19,418. Current FY2011 budget for the DRC is \$75,000. DRC presented different options for the Court to consider. Sara Brandon Attorney from Dripping Springs spoke of the importance of the DRC and the impact they have had in the last couple of years with the time that it saves the Judge and Attorneys. Mark Zuniga Assistant District Attorney spoke of the numbers presented and importance of the DRC.

Jerry Borchert Hays County Transportation Director spoke of rollover money. Line item #020-710-00-5448_008 is for Consulting/Design Work - McGregor Bridge - Arboricultural Consulting Services \$1,250, Nutty Brown Road - Freese and Nichols, Inc - \$25,000, McGregor Bridge - Halff Associates, Inc. \$10,900, Leisurewoods Drainage - Klotz Associates, Inc. \$148,466, Green Acres Bridge - Ramsey Engineering \$3,860, Elder Hill Re-alignment - Rogers Design Service \$150,000, Mt. Gainor Low Water Crossings - Rogers Design Service \$258,000, McGregor Bridge - Whitenton Group, Inc. \$15,000, Transportation Plan - Parsons Brinckerhoff \$250,000 for a subtotal of \$860,476. Line item #020-710-00-5448_010 is Construction Money: Leisurewoods drainage - \$200,000, McGregor Bridge - Smith Contracting Co. Inc. - \$698,095, Nutty Brown - \$132,500, Hot Mix Projects - at this time undetermined for a subtotal of \$1,030,595. This would bring the grand total to \$1,891,071.

A motion was made by Commissioner Jones seconded by Commissioner Whisenant 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 August 15, 2011.

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





AUGUST 16, 2011

VOLUME U PG 655

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 16TH DAY OF AUGUST 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:

Craig Curry of Dripping Springs 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.

PRESENTATION TO RECOGNIZE MEMBERS OF THE VICTIM'S ASSISTANCE TEAM FOR THE HAYS COUNTY SHERIFF'S OFFICE

Sheriff Gary Cutler introduce Aurora Williamson the Director of San Marcos Victims Service Unit. JP Pct 3 Andy Cable made public comment.

PUBLIC COMMENTS

L.M. Coppulette-San Marcos resident, Sam Brannon-San Marcos resident made public comments.

28300 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of county invoices in the amount of \$1,820,585.18 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28301 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 5 AND 9, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Commissioners Court Minutes of August 5, and 9, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28302 APPROVE AWARD OF RFP #2011-P16 AUDIT OF HAYS COUNTY TO HOLTMAN WAGNER & COMPANY LLP

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve award of RFP #2011-P16 Audit of Hays County to Holtman Wagner & Company LLP. All voting "Aye". MOTION PASSED

28303 ACCEPT DONATIONS FOR THE HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT

The Historical Commission has received donations for the Historical Jail Restoration Project from various entities and individuals. These funds will be used for construction costs. Amount is \$3,850.00 144-676-00.4610. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept donations for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project. All voting "Aye". MOTION PASSED

28304 AMEND JUVENILE PROBATION TJPC X GRANT TO USE SAVINGS IN OVERTIME FOR BOOKS AND PERIODICALS, MISCELLANEOUS SUPPLIES, CONTRACT SERVICES AND GASOLINE

This amendment will allow the program to spend the remaining grant award with no matching funds required from the County. Amount required \$7,710.00 budgeted in Juvenile Probation 001-686-99-035.5031 (\$6,300.00); 001-686-99-035.5201 (\$1,410.00); 001-686-035.5213 (\$2,300.00); 001-686-99-035.5391-\$250.00; 001-686-99-035.5448 \$4,900.00; 001-686-99-035.5501 \$260.00. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to amend Juvenile Probation TJPC X Grant to use savings in overtime for books and periodicals, miscellaneous supplies, contract services and gasoline. All voting "Aye". MOTION PASSED



28305 AMEND THE JAIL SUPPORT SERVICE BUDGET FOR DAMAGED FENCING REPAIR

This additional budget amendment of \$1,345.01 will allow the Sheriff's office to finish repairs of damaged fencing. Amount required \$1,345.01 from 001-618-03.5361 Contract Inmate Detention to 001-618-03.5741 Capital Improvements. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to amend the Jail Support Service budget for damaged fencing repair. All voting "Aye". MOTION PASSED

28306 APPROVE HEALTH SERVICES AGREEMENT BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT (PHD) AND COMMUNITY ACTION INC., OF HAYS, CALDWELL, & BLANCO COUNTIES THROUGH JULY 31, 2012

This is an agreement renewed annually between the PHD and Community Action Inc. of Hays, Caldwell, & Blanco Counties for the PHD to provide the annual physicals for Head Start students who have no health insurance. Community Action reimburses the PHD at the rate of \$25.00 per exam and \$10.00 for lead testing. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Health Services Agreement between Hays County Personal Health Department (PHD) and Community Action Inc., of Hays, Caldwell, & Blanco Counties through July 31, 2012. All voting "Aye". MOTION PASSED

28307 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PUBLIC TRANSPORTATION MASTER GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REGARDING MANAGEMENT AND ADMINISTRATION OF FUNDING PROVIDED THROUGH THE SECTION 5310 PROGRAM

This is a renewal of the Master Grant Agreement with TxDot. Hays County has been awarded and continues to apply for grant funding from the Section 5310 program administered by TxDot for both the purchase and maintenance of vehicles in the Veteran Services Office for the medical transportation needs of our veterans. In 2010 a new van was purchased through the program and a grant application for maintenance for this vehicle, as well as an older vehicle purchased through the program, has been submitted. The Master Grant Agreement details the overall requirements for management and administration of grant funds and projects associated with the program. The current Master Grant Agreement between TxDot and Hays County will expire on August 31, 2011 and therefore it is necessary to execute a new agreement to provide assurances of compliance with the program and maintain TxDot program eligibility. This Agreement does not specify an annual funding amount, as this is dependent on annual grant application and awards made under project Grant Agreements. Not all provisions of the Agreement are applicable to the 5310 program, as the Agreement covered several different public transportation programs. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge to execute a Public Transportation Master Grant Agreement with the Texas Department of Transportation (TxDOT) regarding management and administration of funding provided through the Section 5310 program. All voting "Aye". MOTION PASSED

28308 AUTHORIZE THE COUNTY JUDGE TO APPROVE PROPOSED ANNUAL RENEWAL APPLICATION FOR THE FY 2012 LOCAL PUBLIC HEALTH SERVICES CONTRACT BETWEEN THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND THE PERSONAL HEALTH DEPARTMENT IN THE AMOUNT OF \$51,463.35

This is a renewal application between the Hays County Personal Health Department and DSHS for funding of the Local Public Health Services contract for FY 2012. The funding is for September 1, 2011 through August 31, 2012. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge to approve proposed annual renewal application for the FY 2012 Local Public Health Services Contract between the Texas Department of State Health Services (DSHS) and the Personal Health Department in the amount of \$51,463.35. All voting "Aye". MOTION PASSED

28309 APPROVE A CELL PHONE ALLOWANCE IN LIEU OF A COUNTY ISSUED PHONE FOR THE DEVELOPMENT SERVICES DEPARTMENT HEAD

As of August 1, 2011, the Development Services department discontinued service for County issued cell phone. By accepting a telephone allowance in effort to reduce the monthly recurring costs is by converting to a monthly allowance, the County will save \$ 420 a year. Funds for the remainder of FY 2011 are already budgeted. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve a cell phone allowance in lieu of a County issued phone for the Development Services Department Head. All voting "Aye". MOTION PASSED



28310 AUTHORIZE THE COUNTY JUDGE TO APPROVE HAYS COUNTY PERSONAL HEALTH DEPARTMENT'S (HCPHD) RENEWAL GRANT APPLICATION WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY 2012 TITLE V MATERNITY PROGRAM IN THE AMOUNT OF \$12,000.00

This is an annual renewal application by the Hays County Personal Health Department to receive grant funds through the Title V Maternity programs for FY 2012. This allows clients to receive prenatal care for reduced or no cost prior to their obtaining funding. Consequently clients are able to seek prenatal care early on in their pregnancies and potentially prevent maternal and fetal health programs. The funding is from September 1, 2011 through August 31, 2012. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to Authorize the County Judge to approve Hays County Personal Health Department's (HCPHD) renewal grant application with the Department of State Health Services (DSHS) for the FY 2012 Title V Maternity program in the amount of \$12,000.00. All voting "Aye". MOTION PASSED

28311 AMEND VETERAN'S ADMINISTRATION OPERATING BUDGET FOR ADDITIONAL CONTRACT SERVICES

Amend the Veteran's Administration budget for additional contract services for Lifelock enrollment fees. Savings in the travel budget will fund this budget amendment. Amount required is \$110.00 001-720-00.5448 Contract Services. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to amend Veteran's Administration operating budget for additional contract services. All voting "Aye". MOTION PASSED

28312 AMEND BUDGET OF DISTRICT COURT FOR INDIGENT TRIAL AND COURT TRANSCRIPTIONS FROM COUNTYWIDE

District Court requires Indigent Trial/Pretrial expense and Court Transcriptions and will need to have a transfer from Countywide Operations. Amount required \$31,000 to 001-608-00.5304 Indigent Trial Expense and 001-608-00.5445 Transcriptions. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to Amend Budget of District Court for Indigent Trial and Court Transcriptions from Countywide. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #15 RE: APPROVE ADDITIONAL FUNDS FOR CONTINUING EDUCATION FOR COMMISSIONER PCT 3 AND AMEND BUDGET FROM WITHIN DEPARTMENT – was pulled

28313 HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS ON PIEDRAS PASS IN ROCKY RANCH ACRES SUBDIVISION

Judge Cobb opened the public hearing. No public input was received and the public hearing was closed. Transportation Director Jerry Borcharding gave staff recommendation. This will establish a speed limit of 25 MPH on Piedras Pass, off of Hilliard Road, CR222 and a stop sign on Piedras Pass at Hilliard Rd. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to hold a public hearing to establish traffic regulations a speed limit of 25 MPH on Piedras Pass off of Hilliard Road, CR 222 and a stop sign on Piedras Pass at Hilliard Road in Rocky Ranch Acres subdivision. All voting "Aye". MOTION PASSED

28314 VACATE AND REPLAT OF LOTS 7 & 8, WOODCREEK SECTION 21 [11-3-22 - 1 LOT] WAIVE PUBLIC HEARING AND PRELIMINARY PLAN AND APPROVE FINAL PLAT

Woodcreek Section 21 is a platted subdivision located off of RR 2325 in Precinct 3. The owner of Lots 7 & 8 wishes to dissolve the lot line dividing the two lots and create one larger lot. Water and wastewater services will be provided to Lot 7R by Aqua Texas, Inc. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to consider of waive of public hearing and preliminary plan and approve final plat to vacate and Replat Lots 7 & 8, Woodcreek Section 21. All voting "Aye". MOTION PASSED



**28315 AMENDING PLAT OF LOTS 22 AND 23 OF SOUTHRIDGE ESTATES (11-1-19 - 3 LOTS)
HOLD PUBLIC HEARING AND ISSUE A VARIANCE TO MINIMUM LOT SIZE IN
TABLE 10-1 OF THE HAYS COUNTY OSSF REGULATIONS AND APPROVE FINAL
PLAT**

Judge Cobb opened the public hearing – Amy Gonzales-San Marcos resident made public comment. No other comments were made. Judge Cobb closed the public hearing. Development Services Director Clint Garza explained the plat subdivision and variance request. Karen Moon owner of Lots 23A & 23B made public comment. Southridge Estates is an 88 lot subdivision located off of Centerpoint Road in Precinct 1. There are 45 parcels located in Hays County and the remaining lots in Guadalupe County. Portions of lots 22 and 23 have been sold by metes and bounds, therefore, all portions of this amended plat are non-complaint parcels. Lot 22 is currently a 0.39 acre tract and does not meet the 0.50 acre minimum lot size as required by Hays County and TCEQ OSSF regulations. On July 19, 2011, the court approved a preliminary plan with the following lot configurations: Lot 22-A-0.50 acres; Lot 23A-1.036 acres, Lot 23B-0.50 acres. The owner of Lot 23 agreed to convey 0.11 acres to the owners of Lot 22 in order for the lot to meet the minimum lot size requirement. Upon approval of preliminary plan, staff began review of the existing facilities and found that the disposal area for the OSSF for Lot 23A was located on the proposed Lot 22A. The property owner was made aware of the issue and was informed that the sprayheads would be to be moved in order to meet county regulations. The property owner declined to modify her existing system and is proposing a final plat with a new configuration and a variance from the minimum lot size requirement. The newly configuration lots are sized as follows: Lot 22A- 0.41 acres. Lot 23A-1.079 acres and Lot 23B-0.50 acres. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve amending plat of Lots 22 and 23 of Southridge Estates and hold a public hearing to issue a variance to minimum Lot size in Table 10-1 of the Hays County OSSF Regulations. All voting "Aye". MOTION PASSED

**28316 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LETTER OF INTENT BETWEEN
FORESTAR GROUP, INC. AND HAYS COUNTY REGARDING THE AVAILABILITY OF
ADDITIONAL WATER SUPPLIES IN HAYS COUNTY**

At recent meeting Hays County Water and Sewer Authority has discussed contractual and/or economic development opportunities involving additional water supplies that may be made available for use in Hays County. Representatives from the Hays County Water and Sewer Authority have provided recommendations to the Commissioners Court regarding a Letter of Intent between Forestar Group, Inc. and Hays County. The LOI details the opportunity to discuss the availability of additional water supplies that could be brought to Hays County through an agreement with Forestar Group, Inc. and/or other parties. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Letter of Intent between Forestar Group, Inc. and Hays County regarding the availability of additional water supplies in Hays County. All voting "Aye". MOTION PASSED

**28317 APPROVE REORGANIZING THE PERSONAL HEALTH DEPARTMENT'S (PHD)
COMMUNITY OUTREACH TEAM, EFFECTIVE AUGUST 16, 2011**

Personal Health Director Priscilla Hargraves explained the re-organization. The Personal Health Department proposes to split the Community Outreach Team into the Emergency Preparedness team directly supervised by the Director and the TB/ EPI team supervised by an RN-Supervisor. The new RN-Supervisor is the current TB-RN who will continue to function in that position also. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve reorganizing the Personal Health Department's (PHD) Community Outreach Team, effective August 16, 2011. All voting "Aye". MOTION PASSED

**28318 AUTHORIZE PAYMENT OF INVOICES FOR THE SHERIFF'S OFFICE FOR WHICH
PURCHASE ORDERS WERE NOT OBTAINED**

Yvette Johnson of the Sheriff's Office explained the oversight. Bill Herzog County Auditor explained that there were 3 more invoices that came in since the posting of the agenda. This invoice was submitted to the Auditor's Office for payment with the issuance of a purchase order. However, the purchase order was dated July 13, 2011 and the invoice was dated July 12, 2011. In accordance with county policy, a purchase order must be issued on or before the invoice date for invoices total \$300 or more. Therefore, this invoice cannot be paid until it is granted by the court. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize payment of invoices for the Sheriff's Office for which purchase orders were not obtained. All voting "Aye". MOTION PASSED

**DISCUSSION TO APPROVE A COUNTYWIDE PROCUREMENT CARD**

Eric Smith and Ernest Smith of BBVA Compass gave a brief powerpoint presentation. The Compass Purchasing Card is a Visa branded credit card that centralizes invoices, payments and reporting for corporate and government entities. Essentially, the Purchasing Card is a tool used for purchasing and the accounts payable process. By using Pcard to reduce or eliminate paperwork associated with the purchase to pay process, our customers can generate significant transactional cost savings. Average cost per transaction with traditional PO method is \$92.49, average cost per transaction with plastic Pcard is \$21.91, cost reduction with plastic Pcard across all industry types is \$70.58, the average procurement cycle time savings is 12.3 days. By moving just 100 invoices per month to a card, Hays County can save \$84,000 annually. Rebate earning potential is affected by these factors: monthly spend volume, billing cycle, how quickly the customer pays. While rebate is an important factor to consider, a purchasing card program provides other important value-add features: technology, successful implementation, customer service, financial stability of issuer. Hays County benefit: greater control – ability to set credit limit and validity period, approval workflow, reduces the chance of errors and fraud, liability coverage – up to \$100,000 in liability for misuse and abuse of card program, cost reduction – automation reduces administrative expenses, printing and mailing costs, bank check fees, new revenue streams – increased rebates, extended payment float. Supplier benefit: faster payment – improving days sales outstanding (DSO), cash flow visibility – accelerated order-to-cash cycle and increase in working capital, processing saves – electronic remittance data, no check handling, reduce administrative costs – no A/R collections, bank processing fees. Michele Tuttle Hays County Treasurer explained the benefits of the Pcard and all the concerns staff expressed prior to bringing it forward for the Court's consideration. Bill Herzog County Auditor explained that he would like to look at other avenues and to have time to develop a policy prior to the Court's approval. Commissioner Conley suggested that the County Auditor and Treasurer look this over and get with the finance committee and bring this back to the Court for consideration.

28319 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) FOR INITIAL STUDIES IN A BASIN-WIDE MASTER DRAINAGE STUDY OF THE LOWER GUADALUPE RIVER BASIN

Jeff Hauff Grants Administrator explained the Agreement with GBRA. W. E. West Jr. spoke. On January 11, 2011 the Commissioners Court approved a resolution in support of a GBRA grant application to the Texas Water Development Board (TWDB) for funds to initiate a basin-wide drainage study of the Lower Guadalupe River Basin. On May 4, 2011 the TWDB approved award funding to the GBRA in the amount of \$352,262 to be matched by local partners, with additional leveraging of the funds made possible through project partnership by the U.S Army Corps of Engineers (USACE). A Project Management Plan and Feasibility Cost Sharing Agreement, as required for USACE participation, has been drafted between the USACE and GBRA to formalize the partnership and facilitate expansion of the study area in future years. While the current study area will include the San Marcos River downstream from the Hays County line, Hays County has expressed interest in partnering with these entities to study those portions of the County drained by the Guadalupe/Blanco basin, including the Blanco River and other tributaries, once a similar study currently underway on the Lower Colorado River drainage has been completed. The current study will develop a hydrologic model for the Blanco River that will be available for use in Hays County. The current study will initiate the partnership between the GBRA and USACE and make available future resources of the USACE to match total drainage basin study costs by 50%. It is beneficial for Hays County to enter into partnership with these entities while parameters and models for the drainage basin are being developed that will impact Hays County once specific areas of the County are studied. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement with the Guadalupe-Blanco River Authority (GBRA) for initial studies in a basin-wide master drainage study of the Lower Guadalupe River Basin. All voting "Aye". **MOTION PASSED**

28320 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN IRS FORM 8283 RELATED TO THE SALE OF CONSERVATION EASEMENTS ON THE DAHLSTROM RANCH PROPERTY; AND THERE AMENDMENTS TO THOSE CONSERVATION EASEMENTS

This amendment primarily corrects definition of impervious cover to more accurately describe what impervious cover should be to reflect intent of the parties. John M. Coleman, The Aegis Group, Inc is the Appraiser. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an IRS Form 8283 related to the sale of conservation easements on the Dahlstrom Ranch property; and three amendments to those conservation easements. All voting "Aye". **MOTION PASSED**



28321 HAYS COUNTY WILL NOT PARTICIPATE FINANCIAL SUPPORT OF THE CLEAN AIR FORCE OF CENTRAL TEXAS (CAF) FOR THE UPCOMING FISCAL YEAR

A \$6500 contribution to the CAF was budgeted for FY2011. Hays County has been invoiced \$6500 by the Clean Air Force. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to have Hays County not participate in the financial support of the Clean Air Force of Central Texas (CAF) for the upcoming fiscal year. All voting "Aye". MOTION PASSED

28322 APPROVE A SUPPLEMENTAL WORK AUTHORIZATION FOR NECESSARY CONSTRUCTION PHASE SERVICES ON THE RM 1826 AT RM 967 ROAD BOND PROJECT LOCATED IN PRECINCT 4

Allen Crozier of HDR gave an overview of the project. The intersection of RM 1826 and RM 967 was identified as an intersection which warranted safety improvements as part of 2008 road bond program. The project design is complete and is currently under construction. With construction advancing, it has become necessary to supplement Rogers Design Services work authorization to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction management/engineering services and more accurate construction schedule was available. Construction phase services include: (1) attend construction progress meetings, (2) respond to contractor requests for information (RFIs) (3) review contractor change order requests, and (4) verify/re-establish project control for initiation of construction. Amount required \$ 9,964.00 funds are available within the project's bond program budget. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve a supplemental work authorization for necessary construction phase services on the RM 1826 at RM 967 road bond project located in Precinct 4. All voting "Aye". MOTION PASSED

28323 APPROVE A SUPPLEMENTAL WORK AUTHORIZATION FOR NECESSARY CONSTRUCTION PHASE SERVICES ON THE SH 21 AT FM 2001 ROAD BOND PROJECT LOCATED IN PRECINCT 2

Allen Crozier of HDR gave an overview of the project. The intersection of SH 21 and FM 2001 was identified as an intersection which warranted safety improvements as part of the 2008 road bond program. The project design is complete and is currently under construction. With construction advancing, it is become necessary to supplement LAN's work authorization to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction management/engineering services and more accurate construction schedule was available. Construction phase services include: (1) attend construction progress meetings, (2) respond to contractor requests for information (RFIs) (3) review contractor change order requests, and (4) verify/re-establish project control for initiation of construction. Amount required \$11,147.50 funds are available within the project's bond program budget. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a supplemental work authorization for necessary construction phase services on the SH 21 at FM 2001 road bond project located in Precinct 2. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item # 28 RE: ALLOW CONSTABLE PCT. 1, DAVID PETERSON, TO HIRE A PART-TIME DEPUTY CONSTABLE - was pulled

28324 APPOINT JENNIFER ANDERSON TO SERVE ON THE HAYS COUNTY CHILD PROTECTIVE BOARD AND REPLACING ELLEN MOORE

The current Hays County Child Protective Board has voted and unanimously agree to support the appointment of Jennifer Anderson to a vacant this position. She will be replacing Ellen Moore. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to appoint Jennifer Anderson to serve on the Hays County Child Protective Board and replacing Ellen Moore. All voting "Aye". MOTION PASSED



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28325 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 1950 LIME KILN ROAD, SAN MARCOS, TX IN PRECINCT 4

Clint Garza Developmental Services Director gave a brief explanation and staff recommendation. The Promiseland Church is planning a new sanctuary building. The on-site sewage facility is designed for 15848 gallons per day (maximum flow on Sunday). The property is 20.227 acres in size. A 2500 gallon equalization tank will be used to equalization tank will be used to flow to the on-site facility consists of a standard septic tank, pump, and low pressure dosed drainfield. A wastewater meter will be installed so that the system can be monitored. The water will supply a privately owned water well permitted by Texas Commission on Environmental Quality as a public water supply. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to authorize Institutional OSSF Permit at 1950 Lime Kiln Road, San Marcos, TX in Precinct 4. Commissioner Jones not present for vote. Commissioner Ingalsbe, Commissioner Conley, Commissioner Whisenant, and Judge Cobb voting "Aye". MOTION PASSED

28326 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A BUSINESS PRI PRIVATE SWITCH AGREEMENT FOR 9-1-1 EMERGENCY SERVICE BETWEEN HAYS COUNTY AND THE CAPITAL AREA COUNCIL OF GOVERNMENTS CAPCOG; AND AN ACCOMPANYING SOFTWARE USER AGREEMENT

The Business PRI Private Switch Agreement will authorize and compensate CAPCOG for a contract with the appropriate CTU to supply the needed interface with the Emergency 9-1-1 Database to provide enhanced 9-1-1 service. This will resolve recent glitches identified with the County's current 9-1-1 service being provided to County Office phones. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to execute a Business PRI Private Switch Agreement for 9-1-1 Emergency Service between Hays County and the Capital Area Council of Governments CAPCOG; and an accompanying Software User Agreement. Commissioner Jones not present for vote. Commissioner Ingalsbe, Commissioner Conley, Commissioner Whisenant, and Judge Cobb voting "Aye". MOTION PASSED

28327 FINALIZE FORMATION OF A SALARY GRIEVANCE COMMITTEE PURSUANT TO CH. 152 OF THE TEXAS LOCAL GOVERNMENT CODE

Since the process for hearing salary grievances usually begins quickly during budget time, and considering that Hays County has had to form salary grievance committee during the last 3 budget cycles, staff requests that a salary grievance committee be formed in advance of the FY2012 budget cycle. Out of the 1st 18 names drawn, the Clerk's Office was able to garner 8 out of the 9 statutorily required members. Since 1 additional member is still needed, the Clerk's Office has asked that additional names be drawn from the Grand Jury Pool. Chapter 152 requires that those names be drawn in session at Commissioners Court. Names that were selected for the Salary Grievance: John-Paul Zeller, Arnulfo A. Martinez, Drew Preston Hardin, Allan R. Doane, Shelly Peck Forister, Sheryl Lynn Leach, Modesta Garza Alcorn, Karan Bergeron Freeman, Shannon Denise Reichl.

28328 FY2012 BUDGET REVIEW AND ADOPTION OF A PROPOSED BUDGET, ACTION MAY FOLLOW

Dee Dee Baen Human Resources Director spoke of the upcoming topics that will be discussed by Abel Velasquez Safety Specialist and Shari Miller Title Compensation Analyst. Ms. Baen spoke of money that wasn't placed in the budget that HR would oversee for temporary help in small offices. Last year \$10,000 was budgeted, and HR is requesting the Court's consideration. Ms. Baen spoke of Customer Service training. One is for employees and one is for Department Heads. Bids were taken for 6 sessions, which would include four sessions for employees and two sessions for Department Heads.

Abel Velasquez Safety Specialist spoke of vaccines for employees. He spoke of the amount needed for vaccines for current employees - \$23,000. Mr. Velasquez spoke of conversations he had with Director of Personal Health to come up with amount. The Sheriff and Road Department currently have Safety Budgets. Mr. Velasquez spoke of the Industrial Hygiene survey. Survey of different mechanisms in each department, such as hearing and air quality. Amount needed for the Industrial Hygiene is \$14,478.

Shari Miller Compensation Analyst of the Human Resources Department gave a powerpoint presentation. The powerpoint was on salary studies. The 2008 Market Survey identified new entities, such as the university, cities, state, and schools that have similar types of jobs. Prior to 2008 there were quite a few issues. Department Heads were requesting re-grades to give increases to current staff.

Constable Pct 1 David Peterson requested hiring a Part-time Deputy Constable for Precinct 1 at 20-hours per week and he is requesting this become effective immediately and this would become a permanent part-time position. This Deputy would be required to report to Commissioner's Court every Tuesday and when called upon for special functions. The Deputy would secure the Courthouse and enforce 2 hour parking. The Deputy would also assist in other areas including civil process, warrants, money pick-up and community assistance. A motion was made by Commissioner Conley, seconded by Commissioner Jones to suspend item until a later time. All voting "Aye". MOTION PASSED

Court recessed until August 17, 2011 at 1:30 p.m.



Court reconvened on August 17, 2011 at 1:30 pm.

Mark Key of the Hays Trinity Groundwater Conservation District made a public comment. The court is proposing these additions to the County Judge's proposed budget.

JP 3 – Travel - \$200
 E/O Salary increase - \$ 0
 Part-time clerk to 30 hours - \$0
 COLA for Staff - \$0
 Office Supplies - (\$400)
Constable Pct. 3 - reserve deputy - Hand held radio-Eqpt Lease in Co Wide - \$360
 Part-time deputy - 24 hrs per wk - \$ 0
 Body armor - if new position approve - \$0
 Hand held radio – if new position approve - \$0
 Taser – if new position approve - \$0
Development Services- GIS - \$0
Sheriff Office – re-grade ECO's to 109 - \$23,897
 SO – re-grade Lead ECO to 111 - \$206
 SO – re-grade ECO Sprvsr to 113 - \$784
 Reduce Jail contract detention - (\$80,000)
 Remove 2 SRO positions – 25% - CO (\$31,041)
 Reduce Holiday O/T & Reg O/T – (60,000) SO & Jail
ESD Dispatch - 5 ECO's - \$126,510
 ESD Dispatch – regrade ECO's to 109 - \$25,155
Constable Pct. 4 – Books & Periodicals - \$300
 Vehicle - \$0
 Vehicle equipment - \$0
 Vehicle Maint & Repair - \$2,605
 COLA for staff - \$0
 Contract services - \$0
CCL 2 – Increase office supplies – from Compliance budget - \$200
 Increase postage – from Compliance budget - \$500
Transfer Station- Equipment Lease – reduce maint by 3K - \$1,500
Information Technology – Sheriff – Jail – 3 laptops – (\$3,600) – transfer from other office
 Auditor – laptop – (\$1,200)
 Co Clerk – computer (civil workstation) – (\$850)
 Dev Svcs-GIS-4 computers – (\$10,000)
 DA-10 computers – (\$8,500)
 District Court – 4 computers (\$3,400)
 District Court – 4 computers (\$4,800)
 District Court – 4 computers (\$1,600)
 Extension-computer – (\$850)
 Govt Ctr Security – computers (2,500)
 Sheriff – 15 training laptops (\$9000)
 Sheriff Jail – 3 laptops (\$3,600)
 Increase software maintenance- \$7,300
 HR Next Gen - \$2,650
Government Center – Remove Holiday O/T (\$1,900)
 Reduce O/T – (\$7,100)
 Add Law Enforcement Supplies - \$3,000
 Decrease office supplies – (\$3,800)
 Increasing continuing education – (\$2,500)
 Add photo supplies & processing - \$0
 Add fuel - \$0
 Add miscellaneous expense - \$0
 Add vehicle maintenance & repair - \$0
 Increase uniforms - \$700
 Add telephone expense - \$0
 Increase continuing education – (\$2,500)
District Attorney – Increase 2 Attorney's salaries - \$4,976
 Increase witness reimbursement – Capital murder trail - increase contingencies - \$7,000
 Increase expert witness – Capital murder trail – increase contingencies - \$25,000
Constable Pct. 2 – Deputy – FTE - \$0
 Increase longevity – error in current calculation - \$615
Civic Center - Fork Lift - Commissioners Court requested list of events
District Court – Jury Expense - \$32,000
Tax Office – software - \$600
Reduce Equipment Lease - (\$3,000)
Human Resources – Safety Programs – policy- \$0
 Customer Service training - \$0
Sheriff – Increase ALERRT revenue – (\$1,094)



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Increase worker's comp insurance - \$400
 Decrease TCATTF expenses - (\$16,932)
 Dev Services - GIS - CAPCOG 911- decrease revenue - \$20,108
 Remove temp personnel - (\$4,500)
 Admin II to GIS Technican - \$0
Juvenile Probation - Increase TJPC-C & expense - \$0
 Decrease TJPC - M expense - (\$2,704)
 Decrease TJPC - J revenue - \$21,152
 Increase TJPC - A revenue - (\$485,690)
 Increase TJPC - A revenue - (\$414,993)
 Decrease TJPC - Z,Y,F,O,X,H, revenue - \$444,486
 Remove TJPC - Z,Y,F,O,X,H expense - (\$611,612)
 Increase Juv Prob Op - salaries - \$166,545
 Increase Juv Prob Op - fica/ret - \$30,711
 Increase Juv Prob Op - ins \$31,052
 Reduce Juv Prob Op - contract det - (\$20,000)
 Reduce Juv Prob Op - supplies - (\$5,000)
 Reduce Juv Prob Op - phone - (\$9,700)
 Reduce Juv Prob Op - fuel - (\$5,000)
 Increase Juv Prob Op - printing - \$200
 Increase Juv Prob Op - cont ed - \$2,200
Constable Pct. 1 - part time deputy - \$0
Dev Services - Budget re-grades approved in Commissioners Court 8/16/11 - \$7,716
 Reduce continuing ed - (\$3,716)
 Reduce contract services - (\$2,000)
 Reduce vehicle maint - (\$1,000)
 Reduce telephone - (\$1,840)
 Add phone allowance - \$420
Extension office - reduce full time Admin 1-24 hrs wk (\$20,693)
County Wide - Reduce Transfer of Funds - Courthouse Security & P Health Fund - (\$77,620)
 Reduce membership fees - Remove Clean Air Force membership - (\$23,187)
Contingencies - reduce Emp App allocation - (\$5,000)
 Salary Adjustments - H/R requested for temp help & hire above min - \$2,000
Decrease Insurance Benefits - (\$30,906)
District Court - Re-establish District Judge's stipends - \$13,832
Road & Bridge Fund - Rollover precinct project - \$1,933,071
Bail Bond Fund - Extend temp P/T admin asst - \$5,906
Courthouse Security Fund- CCL 2 - Remove Security Specialists - (\$21,551)
 Remove Security Specialist - (\$24,164)
Personal Health - Increase Travel - \$0
 Admin Asst re-grades \$ 8,425
Personal Health Grant Budgets - Increase DSHS Immunization PI - grant budget - (\$15,000)
 Increase DSHS Immunization exp - grant budget - \$75,029
 Increase DSHS RLSS revenue - grant budget - (\$51,463)
 Decrease DSHS RLSS expense - grant budget - (\$2,522)
 Decrease DSHS BT revenue - grant budget - (\$2,902)
 Increase DSHS BT expense - grant budget - \$2,565
 Decrease DSHS Title V expense - grant budget - (\$52,151)
 Increase P Health Op-salaries - grant budget - \$5,837
 Increase P Health Op-fica/ret- grant budget - \$1,000
 Increase P Health Op-insurance - grant budget - \$7,703
County Clerk - plat cabinet - records mgmt. fund - \$6,000
Social Services - Crimestopper - \$1,250
 CERT - \$3,812
 Community Action - \$4,250
 Wimberley Srs. - \$2,500
 Greater SM Srs. - \$750
 Kyle Area Srs. - \$2,500
 Hill Country Srs. - \$5,625
 Onion Creek Srs. - \$2,500
 Combined Comm. Action - \$3,250
 Food Bank - \$6,250
 Hays Caldwell Council on A & D - \$4,375
 Women's Center - \$12,500
 Scheib - \$7,500
 Southside - \$6,250
 Youth Shelter - \$9,188
 CASA - \$4,625
 Big Brothers, Big Sisters - \$1,313
 Nostros La Gente - \$ 1,250
 SM/ Hays EMS - \$87,500
 CARTS \$5,000
 Addtl Social Service - National Ctr for Farmworker Health -Breast Cancer Awareness- \$0
 National Ctr for Farmworker Health - Healthy Communities Collaborative - \$0
 Dispute Resolution Center - FY 2012 start up funds - \$15,000 final year
 LCRA Fund- Lower Guadalupe River Authority - GBRA Basin Study- \$ 11,750
 Hays Trinity Ground water Conserv - \$6,250



Commissioner Conley proposed that up to \$100,000 come out of reserves for planning of 911 Dispatch Center. A motion was made by Commissioner Conley seconded by Commissioner Whisenant to earmark \$100,000 out of Reserves for planning of 911 Dispatch Center. All voting "Aye". MOTION PASSED

28329 ORGANIZATION OF THE DEVELOPMENT SERVICES DEPARTMENT; PURSUANT TO OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE 551.074, COMMISSIONERS COURT MAY CONVENE TO EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT AND DUTIES OF INDIVIDUAL EMPLOYEES OF DEVELOPMENT SERVICES

Court convened into closed executive session at 12:47 pm and reconvened into open meeting at 1:12 p.m. In attendance were Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant, Commissioner Conley, Judge Cobb, Special Counsel Mark Kennedy, Lon Shell, Clint Garza, and Shari Miller. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to instruct HR to change the official title of a Floodplain Administrator to Chief Environmental Health Specialist/Floodplain Administrator, and to instruct HR to re-grade the Environmental Health Specialist II position to the 112 salary range, to instruct HR to re-title Danielle Donnelly, Eric Vangaasbeek, April Porter and Corrie Smith to Environmental Health Specialist I in the 111 salary range, make an exception to county policy regarding posting and promotion and promote Tom Pope to Chief Environmental Health Specialist/Floodplain Administrator in the 113 salary range, make an exception to county policy regarding posting and promotion and promote Bob Pratt to Environmental Health Specialist II in the 112 salary range and grant a one-time 6% salary increase to Tom Pope and Bob Pratt. All voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

At this time the Burn Ban will remain in effect.

Clerk's Note Agenda Item #36 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

DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR

Jeff Watson standing in for Mike Weaver gave a brief updated on Road Bond Projects. FM 1626 Southern Section - Klotz, FM 1626 Northern Section (FM 967 to Brodie Lane) - Jacobs, FM 110 (IH 35 to SH 123) - S&B Infrastructure, US 290 (Nulty Brown Rd to Trautwein Rd) - Construction COMPLETE, IH 35 Phase I (FM 2001 to FM 1626 & Kyle Crossing /CR 210 Overpass), IH 35 Phase IIA (RM 150 Realignment) - URS, IH 35 Phase IIB (FM 1626 to Yarrington) - CP&Y, FM 2001 (Frontage Road Connector) - Construction COMPLETE.

Clerk's Note Agenda Item #38 RE: 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-was pulled

Clerk's Note Agenda Item #39 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE - was pulled

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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 August 16, 2011.



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

HAYS COUNTY COMMISSIONERS' COURT MINUTES



AUGUST 16, 2011

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 16TH DAY OF AUGUST A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR
DEBBIE GONZALES INGALSBE
MARK JONES
WILL CONLEY
RAY O. WHISENANT JR
LIZ Q. GONZALEZ

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

DISCUSSION TO CONSIDER THE REDISTRICTING OF COMMISSIONERS PRECINCT LINES IN HAYS COUNTY

PUBLIC COMMENTS

Jack Jordan – Kyle resident Pct 2, Barbara Hopson – Wimberley resident Pct 3, Joel Kirkby – Kyle resident Pct 2, Mark LeMense – Kyle resident Pct 2, Kenneth J. Christie – Kyle resident Pct 2, Lila Knight Kyle resident Pct 2, Wayne Taylor – San Marcos resident Pct 4, Steven M. Pulis – Kyle resident Pct 2, Jim Brewington – Kyle resident Pct 2, Sam Brannon – San Marcos resident Pct 1, Wally Kinney – Dripping Springs resident Pct 4, David Crowell – Kyle resident Pct 2, Brad Pickett – Kyle resident Pct 2, John Leonard – San Marcos resident Pct 1, Todd Giberson – Buda resident Pct 2, Diana Hendricks – San Marcos resident Pct 3 made public comments. Rolando Rios Redistricting Attorney for Hays County spoke of the requirements needed when considering redistricting. Commissioner Whisenant presented the Court with a letter that he will post on the internet that explains the process they took when preparing some of the redistricting maps. Commissioner Ingalsbe explained her support for Map "O" instead of Map "N". Commissioner Jones explained that the redistricting map would decide who your Commissioner is. Commissioner Conley explained his support for Map "M". A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve Commissioners Court Precinct Map "M-2". Commissioner Ingalsbe and Commissioner Whisenant voting "No". Commissioner Jones, Commissioner Conley, Judge Cobb voting "Aye" MOTION PASSED

A motion was made by Commissioner Conley, seconded by Commissioner Jones to adjourn.

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 AUGUST 16, 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

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend the Sheriff's Office budget to purchase replacement tasers.

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

PREFERRED MEETING DATE REQUESTED: 08/23/11

AMOUNT REQUIRED: \$2,500.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00.5717

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

The Sheriff's Office would like purchase replacement tasers, the cost of repairs exceed or are just as much of a replacement. The funds have been identified within the S.O. budget.

Budget Amendment:

001-618-00.5362 (2,500)

001-618-00.5717 2,500

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the Sheriff's Office budget to purchase replacement tasers.

PREFERRED MEETING DATE REQUESTED: August 23, 2011

COUNTY AUDITOR

AMOUNT: \$2,500.00

LINE ITEM NUMBER: 001-618-00.5717

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Sheriff Office (618):</u>				
001-618-00.5717 Law Enf Eqpt	105,118	2,500		107,618
001-618-00.5362 Criminal Investigation	16,000		(2,500)	13,500

Transfer for replacement tasers frm C.I.D.

<u>Constable 1 (635):</u>				
001-635-00.5271 Fuel	12,600	2,300		14,900
001-635-00.5715 Communication Eqpt	0	3,500		3,500
001-635-00.5717 Law Enf Eqpt	2,753	550		3,303
001-635-00.5021 Staff	199,923		(6,350)	193,573

Transfer for fuel, replacement radio, decal/stripping vehicle from HCSO from personnel savings

<u>Veterans Officer (720):</u>				
001-720-00.5551 Continuing Ed	1,200	300		1,500
001-720-00.5011 Dept Head	39,032		(300)	38,732

Transfer for balance of conference expense from personnel savings

**FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION FUND**

<u>Historical Jail Restoration (676):</u>				
144-676-00.5741 Misc Capital Improv	289,241	10,000		299,241
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	203,850		10,000	213,850

Accept & budget donation from Kate Johnson for historic jail construction

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 amendment to purchasing policy to include Bidder's Protest Procedures language on all Bid documents.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY:

SUMMARY: Hays County underwent a TXDOT compliance review recently and one of the requirements the County needs to complete is to add the Bidders Protest Procedures language to the purchasing policy. (attached)

BIDDER'S PROTEST PROCEDURE

A PROTEST, IF ANY, SHALL BE SUBMITTED TO the Hays County Purchasing Manager for transmittal to and consideration by the Hays County Commissioners Court. A protest must be in writing and must be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported, or it is not received by the Contracting Officer within the time limits set forth in the sections below. A protest, if any, may be submitted upon the following reason:

1. A protest relating to restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening must be submitted, so that it is received by the Hays County Purchasing Manager for transmittal to Hays County Commissioners Court no later than five (5) working days prior to the specified bid opening date, and may only be protested once;
2. A protest of a final ruling relating to requests for changes to or approval of equals, or clarifications and modifications of the specifications, must be submitted so that it is received by the Hays County Purchasing Manager for transmittal to the Hays County Commissioners Court within five (5) working days following the issuance of the Purchasing Manager's final ruling;
3. A protest of the award of contract or alleged impropriety arising after the bid opening must be submitted so that it is received by the Hays County Purchasing Manager for transmittal to the Hays County Commissioners Court within five (5) working days following the earlier of the date on which the bidder knew, or the date on which a diligent bidder would have known, of the award or alleged impropriety.

Approved in Commissioners Court On: _____

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: Amend Budget of Constable Pct 1 for equipment and fuel

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

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

Amount Required: \$6,350

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-635-00.5271 Fuel/001-635-00.5715

Communication Eqpt./001-635-00.5717 Law Enf. Eqpt.

REQUESTED BY: Davis Peterson/Auditors Office

SPONSORED BY: Ingalsbe

SUMMARY:

Constable 1 requires additional fuel, needs to decal/stripe vehicle rec'd from Sheriff's Office, and needs a replacement radio in another car that LCRA reports not repairable and is asking for the loaner radio to be returned to them.

2,300 Fuel / 550 Decal & Stripe / 3,500 Vehicle Radio from Personnel Savings

See Budget Amendment

DESCRIPTION OF Item: Amend Budget of Constable Pct 1 for equipment and fuel.

PREFERRED MEETING DATE REQUESTED: August 23, 2011

COUNTY AUDITOR

AMOUNT: \$6,350

LINE ITEM NUMBER: to 001-635-00.5271 Fuel/001-635-00.5715

Communication Eqpt./001-635-00.5717 Law Enf. Eqpt.

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2011-039 CC
FY2011 Budget
8/23/2011**

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Sheriff Office (618):</u>				
001-618-00.5717 Law Enf Eqpt	105,118	2,500		107,618
001-618-00.5362 Criminal Investigation	16,000		(2,500)	13,500

Transfer for replacement tasers frm C.I.D.

<u>Constable 1 (635):</u>				
001-635-00.5271 Fuel	12,600	2,300		14,900
001-635-00.5715 Communication Eqpt	0	3,500		3,500
001-635-00.5717 Law Enf Eqpt	2,753	550		3,303
001-635-00.5021 Staff	199,923		(6,350)	193,573

Transfer for fuel, replacement radio, decal/stripping vehicle from HCSO from personnel savings

<u>Veterans Officer (720):</u>				
001-720-00.5551 Continuing Ed	1,200	300		1,500
001-720-00.5011 Dept Head	39,032		(300)	38,732

Transfer for balance of conference expense from personnel savings

**FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION FUND**

<u>Historical Jail Restoration (676):</u>				
144-676-00.5741 Misc Capital Improv	289,241	10,000		299,241
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	203,850		10,000	213,850

Accept & budget donation from Kate Johnson for historic jail construction

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

AGENDA ITEM: Amend Budget of Veterans Officer in General Fund for Continuing Education.

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

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

Amount Required: \$ 300

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-720-00.5551 Continuing Ed.

from 001-720-00.5011 Dept Head

REQUESTED BY: Jude Prather/Auditors Office

SPONSORED BY: Cobb

SUMMARY:

Veteran's Officer budget will require additional conference amount of \$300 for office to attend, from personnel savings.

See Budget Amendment

DESCRIPTION OF Item: Amend Budget of Veterans Officer in General Fund for Continuing Education.

PREFERRED MEETING DATE REQUESTED: August 23, 2011

COUNTY AUDITOR

AMOUNT: \$300

LINE ITEM NUMBER: to 001-720-00.5551 Continuing Ed.

from 001-720-00.5011 Dept Head

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2011-039 CC
FY2011 Budget
8/23/2011**

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	

Sheriff Office (618):

001-618-00.5717 Law Enf Eqpt	105,118	2,500		107,618
001-618-00.5362 Criminal Investigation	16,000		(2,500)	13,500

Transfer for replacement tasers frm C.I.D.

Constable 1 (635):

001-635-00.5271 Fuel	12,600	2,300		14,900
001-635-00.5715 Communication Eqpt	0	3,500		3,500
001-635-00.5717 Law Enf Eqpt	2,753	550		3,303
001-635-00.5021 Staff	199,923		(6,350)	193,573

Transfer for fuel, replacement radio, decal/stripping vehicle from HCSO from personnel savings

Veterans Officer (720):

001-720-00.5551 Continuing Ed	1,200	300		1,500
001-720-00.5011 Dept Head	39,032		(300)	38,732

Transfer for balance of conference expense from personnel savings

**FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION FUND**

Historical Jail Restoration (676):

144-676-00.5741 Misc Capital Improv	289,241	10,000		299,241
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	203,850		10,000	213,850

Accept & budget donation from Kate Johnson for historic jail construction

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

AGENDA ITEM: Approve recommendation of RVI as most qualified firm for RFQ 2011-P15 "Jacob's Well Development Master Plan" and authorize contract negotiation.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: N/A – to be determined pending contract negotiation and approval.

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog/Maiorka/Hauff

SPONSORED BY: Conley

SUMMARY:

On June 28, 2011 the Commissioners Court approved the solicitation of a Request for Qualifications (RFQ) for consultant services for development of a master plan for the Jacob's Well property. The deadline for submission was July 21, 2011 and seven firms responded to the RFQ (see attached list). Submissions were evaluated per established rating criteria, and two finalists (RVI and J. Robert Anderson, Landscape Architects) were interviewed. The firm of RVI has been recommended for the project. Upon approval of the recommendation, staff will negotiate a contract with the selected firm for consideration by the Commissioners Court at a later date.

**Jacob's Well Development Master Plan
Hays County RFQ #2011-P15**

Respondents:

AMEC Environment & Infrastructure, Inc.
3520 Executive Center Dr., Ste. 200
Austin, Texas 78731
512-795-0360

Baker-Aicklen/Luck Design Team
2108 Hunter Road, Ste. 106
San Marcos, Texas 78666
512-392-6200

Bury & Partners, Inc.
221 W. 6th St., Ste. 600
Austin, Texas 78701
512-328-0011

Environmental Survey Consulting
4602 Placid Place
Austin, Texas 78731
512-458-8531

J. Robert Anderson Landscape Architects
3718 Manchaca Road
Austin, Texas 78704
512-440-1049

RVI
712 Congress Avenue
Austin, Texas 78701
512-480-0032

The Rivers Studio
6311 Lakewood Hollow
Austin, Texas 78750
512-343-9550

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

AGENDA ITEM: Accept donation for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: \$10,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 144-676-00.4610

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

The Historical Commission has received a donation for the Historical Jail Restoration Project from Kate Johnson. These funds will be used for construction costs.

Budget Amendment:

144-676-00.4610 – contributions (10,000.00)

144-676-00.5741 – misc capital improve 10,000.00

DESCRIPTION OF Item: Accept donation for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project.

PREFERRED MEETING DATE REQUESTED: August 23, 2011

COUNTY AUDITOR

AMOUNT: \$10,000.00

LINE ITEM NUMBER: 144-676-00.4610

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2011-039 CC
FY2011 Budget
8/23/2011**

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
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144-676-00.4610 Contributions	203,850		10,000	213,850

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Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the release of the maintenance bond and accept for County maintenance the road and drainage improvements within County ROW for a section of Valley Springs Road in Wimberley Springs subdivision, Phase 1.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
---------------------	-------------	------	----------------------

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Will Conley

SUMMARY: The Road Department has inspected and recommends its acceptance for maintenance. This section of Valley Springs Road is off of FM 2325, includes the round-a-bout, and meets up with the current County-maintained section of Valley Springs Road in Woodcreek North subdivision. The road section length is approximately 2,571 feet.

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

8/16/11

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

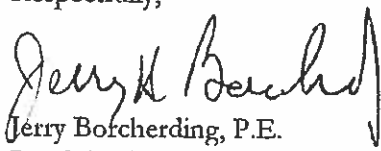
RE: Wimberley Springs

Dear Commissioners and Judge:

Wimberley Springs Partner Ltd., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Wimberley Springs. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Tracy A. Bratton, 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

**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:	Wimberley Springs	DATE:	6/3/2011
OWNER:	Wimberley Springs Partners Ltd.	WEATHER:	
CONTRACTOR:	Lowden Excavation	TIME:	
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:**WIMBERLEY SPRINGS
Punchlist**

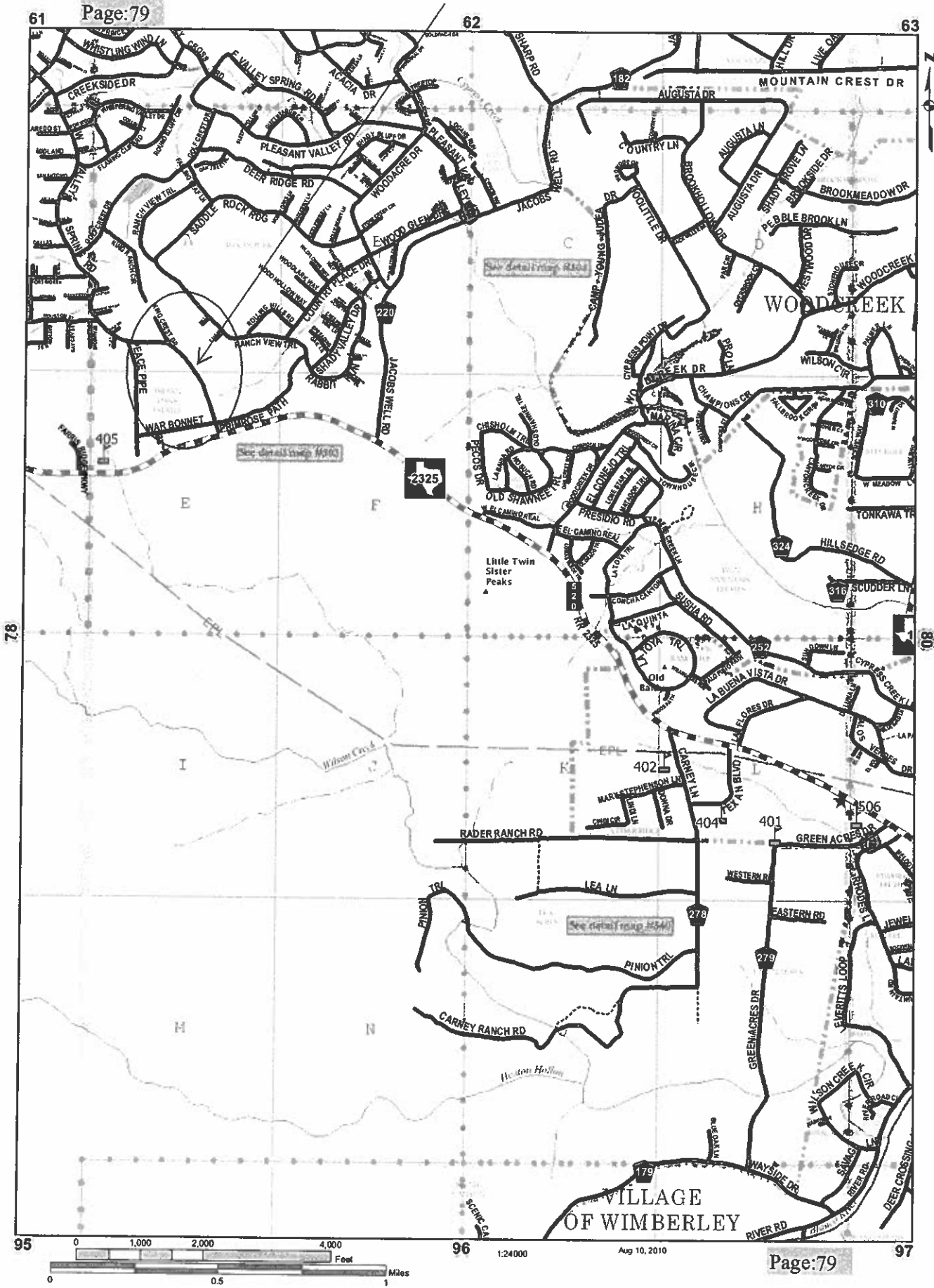
1. Kill and grub all vegetation between curb and asphalt
2. Seal cracks in Roadway
3. Repair pitted asphalt
4. Reflectors/ signage
5. Repair damaged asphalt entry radius
6. Seal around asphalt repair
7. Complete environmental punchlist



Todd Spencer, Construction Inspector6/3/2011

Date

Valley Springs Road = 2,571 ft.



Agenda Item Request Form

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

AGENDA ITEM: Call for a Public Hearing on September 6, 2011 to establish traffic regulations (school zone) on Posey Road between the Railroad Tracts West to Hunter Road.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Business owners and residents have expressed concern with the volume of traffic, especially larger truck traffic, and the daycare/pre-school that is located on Posey and have requested a school zone be established.

Agenda Item Request Form

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

AGENDA ITEM:

11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (6 lots). Hold public hearing; discussion and possible action to approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Los Ranchos is a recorded subdivision located off of F.M. 150 in Precinct 4. The subdivision was originally platted in 1978 as a 28 lot subdivision. Today there are 35 taxable parcels on the CAD records.

The current configuration of the two lots consists of seven unplatted parcels, three of which are currently developed. This purpose of this resubdivision is to plat six new lots, thereby allowing the existing parcels to be further developed.

The proposed lot sizes are as follows: Lot 20A, 6.68; Lot 20B, 2.00; Lot 20C, 2.02; Lot 20D, 2.00; Lot 19A, 3.24; Lot 19B, 4.61. Water and wastewater service for lots 20A, 20B, 20C, 20D, and 19B will be provided by individual water wells and on-site sewage facilities. Lots 20B, 20C, and 20D are restricted to advanced septic systems only. Lot 19A will be restricted to rainwater collection and will also utilize an OSSF.

VOLUME 2, PAGE 8, HAYS COUNTY PLAT RECORDS

VICINITY MAP

Date	Date
James Earl Rame, Director, Boys County Development Services	Don Page, R.S., C.F.M., Boys County Probation Administrator

I, L. D. Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____ A.D. 2011, the Commission Court of Hays County, Texas passed an order authorizing the filing for records of this plat and that said order has been duly entered in the minutes of said court in Book ____ Page(s) ____

Witness my hand and seal of the County Clerk at said County this the ____ day of _____ A.D. 2011.

Robert "Bert" Cobb, M.D., County Judge, Henry County, Texas

Dr. O. Gustafson, County Clerk, Mayes County, Texas

I, U. O. Cunningham, Clerk of Hesse County, Tenn., do hereby certify the foregoing instrument of _____ of _____ County, _____ State of _____, was duly recorded in the day book of said office, with its certificate of nonrecording, on the _____ day of _____, A.D. 1911 at _____ o'clock _____ M., and duly recorded in the _____ City of _____, A.D. 1911 at _____ o'clock _____ M. in the field records of said County and _____

State as filed Book _____ Page(s) _____

A.D. 1911 on _____

Witness my hand and seal of office of the County Clerk, this the _____ day of _____, A.D. 1911.

Lib. Q. Gonzalez, County Clerk, Merit County, Texas

STATE OF TEXAS

That I, Victor M. Garza, a Professional Land Surveyor in the State of Texas, hereby certify that this plat complies with the survey related requirements of the Boys County Subdivision Ordinance and further certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

This plot is not depicted as being in a special flood hazard area per Ferno's Flood Insurance
Scale Map 48209C 0255 / dated 08/02/2005.

Victor M. Gorno
Registered Professional Land Surveyor
No. 4740 - State of Texas

[illegible]

THE RESUBMISSION OF LOTS 17 AND 20 OF LOS RANCHOS

subject to any amendments or restrictions heretofore granted and not recited or referred to herein great to the public use of the streets, alleys, parks as shown hereon, and does hereby dedicated to the city and its successors and assigns, their successors and assigns, their respective utility successors or assigns

WITNESS MY HAND, this 1st day of _____, A.D., 2011.

James C. Spector
2112 Grange Street
Midland, Tx. 79701

Byron R. Timmons
210 Grange Street
Midland, Tx. 79701

Kore Timmons
210 Grange Street
Midland, Tx. 79701

Robert D. King
432 Grange St.
Midland, Tx. 79701

STATE OF TEXAS

COMPARISON OF HANS

...known by me to be the
...to me that he executed

Unknown Public State of Texas

STATE OF TEXAS

where we, the undersigned authority, on this day personally appeared _____ known by me to be the person whose name is subscribed to the foregoing instrument, and its due execution to me had by the enclosed true and correct copy of the same in said capacity, for the purposes and considerations expressed therein.

SACD UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

Western Public State of Texas

STATE OF TEXAS

where we, the undersigned authority, on this day personally appeared _____ known by me to be the
person whose name is subscribed to the foregoing instrument, and its due execution he acknowledged to me that he executed
the same in good capacity, for the purposes and consideration expressed therein.

SIGNED UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2011.

University Public Safety of Toronto

STATE OF TEXAS

_____ before by me to be
_____ on this day personally witnessed
before me, the undersigned authority, on this day personally witnessed
the person whose name is subscribed to the foregoing instrument, and He did acknowledge to me that He
executed the same in said capacity, for the purposes and considerations expressed therein,
WITNESS UNDER MY HAND AND SEAL OF OFFICE THIS 15TH DAY OF _____ 2011.

Library Public, State of Texas

GENERAL NOTES:

- [illegible]

LOT SIZE CATEGORIES	
0 LOTS	10 ACRES OR LARGER
1 LOTS	LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
4 LOTS	2.00 ACRES OR LARGER UP TO 5.0 ACRES
0 LOTS	LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES AND SMALLER THAN

REVISED 05/05/11

11/15/2011 1:10 PM

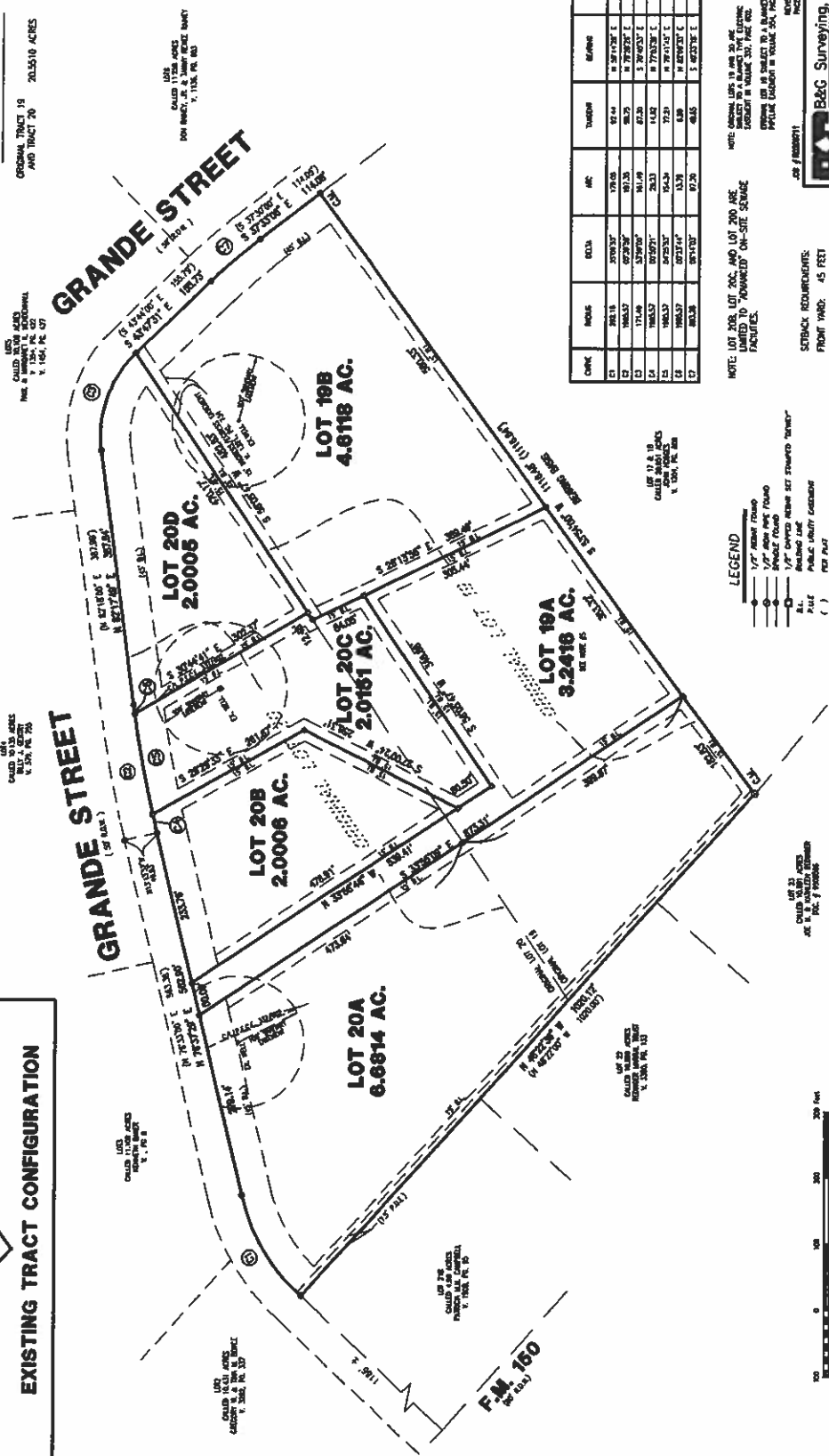
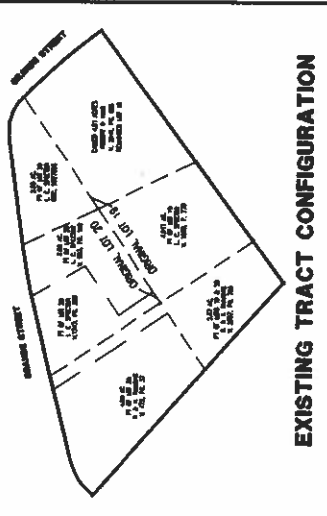


B&G Surveying, Inc.

Donney H. Burris & Associates
Serving the Donny H. Burris & Associates
104 West Main Loop Blvd. Austin, Texas 78724
Office (512) 444-4444
Fax (512) 444-4443

VOLUME 2, PAGE 8, HAYS COUNTY PLAT RECORDS

AREA TABULATION	
LOT 20A	6.6614 ACRES
LOT 19A	3.2418 ACRES
LOT 20B	2.0006 ACRES
LOT 20C	2.0151 ACRES
LOT 20D	2.0006 ACRES
LOT 19B	4.8116 ACRES
ORIGINAL TRACT 19 AND TRACT 20	
	20.3510 ACRES



CHRG	MOUSE	COLS	ARC	TRANSR	MOVING	CHRG
13	106.18	2000.37	178.08	82.84	50.11*20.7	1
14	106.18	2000.37	178.08	82.84	50.11*20.7	2
15	111.49	5379.00	361.49	62.5	77.03*20.7	3
16	116.83	697.07	14.8	77.03	77.03*20.7	4
17	166.53	592.27	34.34	72.2	80.11*15.4	5
18	166.53	592.27	34.34	72.2	80.11*15.4	6
19	166.53	592.27	34.34	6.88	80.11*15.4	7
20	166.53	592.27	34.34	6.88	80.11*15.4	8

[illegible]

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 ratify and confirm the Court's adoption of Map M-2 as the map to be submitted to the Department of Justice for the purpose of redistricting commissioners' precinct boundaries.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Cobb/Whisenant

SPONSORED BY: Cobb/Whisenant

SUMMARY: To be provided in open court.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to establish a process for review and adjustment of the county election precinct boundaries pursuant to Section 42 of the Texas Election Code and determine a timeline for adoption of adjusted boundaries.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: COWAN

SPONSORED BY: COBB/WHISENANT

County Election precinct boundaries must be reviewed and adjusted for changes resulting from redistricting. The attached memo details the process for changing the boundaries pursuant to Section 42 of the Texas Election Code.

Election Advisory No. 2011-05

To: County Judges, County Clerks, Tax Assessor-Collectors,
Voter Registrars, and Election Administrators

From: Ann McGeehan, Director of Elections

Date: May 31, 2011

RE: Impact of Redistricting on County Election Precincts

After every decennial census, the Texas Legislature must review and redistrict, if necessary, the district lines for Congress, State House, State Senate, and the State Board of Education. This advisory will discuss the statutory requirements for adjusting the county election precincts, if required, as a result of redistricting.

Pursuant to Section 42.005 of the Texas Election Code (the "Code"), each county election precinct may **not** contain territory from more than one of each of the following type of territorial units:

1. a commissioners precinct;
2. a justice precinct;
3. a congressional district;
4. a state representative district;
5. a state senatorial district;
6. a ward within a city with a population of 10,000 or more; or
7. a State Board of Education district.

Section 42.006 of the Code provides for the population requirements for a county election precinct. The general rule is that a county election precinct must contain at least 100 but not more than 5,000 registered voters. If a county has a population of less than 100,000, then the minimum number of registered voters in a precinct is 50, and if a county has a population of less than 50,000, then the minimum number of registered voters may be less than 50 if the commissioners court receives a petition requesting it, signed by at least 25 registered voters of the county.

Section 42.007 provides the general rule that a county election precinct may not contain territory inside a city with a population of 10,000 or more and unincorporated territory outside that city, but allows for an exemption. The exemption applies if the commissioners court determines that either of the two areas (1) cannot constitute a separate election precinct of suitable size that contains the permissible number of voters; or (2) cannot be combined with other territory on the same side of the city boundary to form a precinct of suitable size with the permissible number of registered voters without causing another precinct to fail to meet those requirements.

Generally, the county commissioners court is required to review the county election precinct boundaries for compliance with the above requirements in March or April of each odd-numbered year. However, Section 42.032 provides that if county election precinct boundary changes are necessary to give effect to a redistricting plan, then the commissioners court shall order the changes before October 1st of the year in which the redistricting is done.

After the commissioners court approves new or revised county election precinct boundaries, Section 42.034 of the Code requires that the court must deliver a certified copy of an order changing the boundaries to the voter registrar not later than the seventh day after the date the order is adopted.

Depending on the county population, different public notice requirements apply. Section 42.035 states the general rule which requires that beginning with the first week following the week in which an order

changing county election precinct boundaries is adopted, the commissioners court must publish notice of the change in a newspaper in the county once a week for three consecutive weeks. If no newspaper is published in the county, then the commissioners court shall post the notice at the county courthouse on the bulletin board used for posting notices of the commissioners court. The notice must remain posted for three consecutive weeks. The county clerk must deliver a copy of the notice to the secretary of state not later than the 20th day after the date the order is adopted.

In counties with a population of one million or more, additional notice requirements are mandated by Section 42.036 of the Code. The commissioners court must deliver written notice of each **proposed** county election precinct boundary change and each **adopted** boundary change to: (1) the county chair of each political party that held a primary election; (2) the precinct chair of each affected county election precinct; and (3) the presiding judge appointed by the commissioners court for each affected precinct. In addition, the notice of proposed boundary change must be delivered not later than the seventh day before the date that the commissioners court will be considered, and notice of the adoption of the change must be delivered by the seventh day after the adoption. Section 42.037 requires that **all** counties must file a map of the precinct boundary changes with the secretary of state not later than the 120th day after the order changing the county election precinct boundaries are adopted.

The Secretary of State's Office has scheduled a new TEAM release for May 31st that will support the upcoming redistricting effort. The new release offers expanded functionality in the Street Index and additional reports to track the changes made. Additional information about the new TEAM release may be found in Election Advisory 2011-04.

Lastly, a change to county election precincts boundaries is a change that is subject to preclearance under Section 5 of the Voting Rights Act. We hope you find this overview helpful, and please do not hesitate to contact the Elections Division at 1-800-252-2216 or via email at elections@sos.state.tx.us if you have any questions.

AM:AM:BS

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 hiring, transfer and/or promotion of vacant position(s).

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BAEN

SPONSORED BY: COBB

DEPT.	POSITION	GRADE	SALARY RANGE	DATE VACANT
Juvenile Probation	Community Service Coordinator	108	\$26,549-\$39,824	8/17/2011

Please see the attached Position Request Forms for more information.



Position Request Form

Date: 08/17/2011 Name of Department: Juvenile Probation

Department Head: Shelly Williams Contact # 512-393-7755

Name of position to be discussed: Community Service Coordinator ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: William Williams Date Vacant: 08/17/2011

Ending Salary: \$31,751.76 Fringe (yearly): budgeted Grade: 108 Range: \$26,549 - \$39824

Reason for Leaving/Name of New Employer Resigned

Adverse impact to County or department if position is not filled: _____

The CSR Coordinator supervises juveniles ordered to perform community service ordered by the Courts. The position is responsible for establishing job sites, coordinating and monitoring the juveniles and their performance. The program promotes rehabilitation, promotes victim and community involvement in the rehabilitation process, increases the victim and community's senses of justice, and decreases the recidivism of juvenile offenders.

HR Review: ddb Date: 8/18/11
Auditor Review: verbal-existing position Date: 8/18/11

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the City of Buda regarding participation in a drainage assessment associated with the Hays County Lower Colorado River Basin study.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: N/A – funding to be received from Buda

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Jones

SUMMARY:

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board (TWDB) to initiate a flood protection planning study on waterways in northern Hays County that are part of the Lower Colorado River Drainage Basin. On May 4, 2010 the Commissioners Court approved agreements with the Lower Colorado River Authority (LCRA) and the U.S. Army Corps of Engineers (USACE) to partner in funding and conducting the study, with cost sharing of 50% by the USACE. On August 10, 2010 the Commissioners Court accepted a grant award amendment increasing funding from the TWDB (total award \$389,225) necessary to complete investigations of the drainage basin.

There are small portions of the study area that the USACE cannot participate in funding due to internal agency requirements, although this area was accounted for in the TWDB grant. Several communities have agreed to partner with Hays County to complete studies of these small drainage areas. The purpose of this agreement with the City of Buda is to complete detailed studies of drainage segments within their jurisdiction under the overall northern Hays County study. The City of Buda will provide funding of \$7,029.00 over a two year period to match funding provided under the TWDB grant to investigate the drainages in this area.

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BUDA
AND HAYS COUNTY

THE STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, TEX GOV'T CODE ANN., ch. 791, by and among the **CITY OF BUDA, TEXAS**, a body corporate and politic under the laws of the State of Texas ("Buda"), and **HAYS COUNTY**, a body corporate and politic under the law of the State of Texas (Hays County).

WITNESSETH:

WHEREAS, Hays County has applied to and has been awarded a grant from the Texas Water Development Board that will provide 25%, and to the Corps of Engineers through the Lower Colorado River Authority for federal funding that will provide 50%, of the funding for a Watershed Study of Onion Creek ("Project").

WHEREAS, it is mutually beneficial to Buda to participate in the Project and the parties are willing to commit the funding for the Project, as set out herein; and

WHEREAS, Hays County and Buda desire to proceed with the Project, subject to the terms and conditions set forth herein; and

WHEREAS, all parties understand that entering into this Agreement in no way obligates either party to implement any improvements identified by the Project or recommendations for flood plain management regulations made therein and that whether a party subsequently supports improvements identified by the Project or regulation recommendation made therein and budgets it for implementation depends upon, among other things, the outcome and conclusions of the Project, whether any improvement identified or regulation recommendation is within the legal authority of a party, and the particular budget priorities and limitations of each party.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

Section 1. MANAGEMENT COMMITTEE; ADMINISTRATION OF STUDY.

- A. Hays County and Buda shall each designate, within sixty (60) days after the execution of this Agreement, one representative who shall collectively comprise the "Project Management Committee" with representatives from the other participating communities in Hays County, which committee will provide oversight for the preparation of the Project parameters and approve the study scope and work products. Recommendations of the Committee shall be considered by Hays County through its contract with consultant(s), to the extent that funding for the Project is available.
- B. Hays County shall serve as the lead sponsor for the purpose of this Agreement in which capacity it shall perform all administrative duties associated with Project including, but not limited to, entering into contract(s) with consultants(s) and contract administration necessary for the Project. Hays County shall thereafter provide a copy of the Consultant's Notice to Proceed to the parties.

Section 2. FISCAL PROVISIONS. The parties anticipate grants from the Texas Water Development Board that will pay one-half of the local cost of the Project, or 25% of the total cost. The local share of Phase I costs will be allocated among the parties and is projected to cost \$389,225, with estimated maximum contribution amounts from Buda as follows:

		\$/yr
Hays/Other Local Share	\$382,196.00	
Buda	<u>\$ 7,029.00</u>	\$3,514.50
TOTAL	\$389,225.00	

Buda shall pay Hays County for the actual cost of its portion of the Project over a two year period, according to the above referenced table. Within thirty (30) days after the issuance of the Notice to Proceed, as set out in Section 1 hereof, the City of Buda shall pay Hays County the first year amount of its contribution, as set out above.

Section 3. TERM OF AGREEMENT. This Agreement shall become effective when executed by both parties hereto and shall remain in effect until completed, unless earlier terminated as provided herein.

Section 4. NOTICES. All notices or communications provided herein shall be delivered by certified mail, return receipt requested to Hays County and Buda at their respective addresses.

For the purposes of notice, the addresses of the parties, until changed by written notice, as provided above, shall be as follows:

Hays County: Hays County
100 San Antonio, Ste. 200
San Marcos, TX 78666
Attention: Jeff Hauff

Buda: City of Buda
P.O. Box 1218
Buda, TX 78610
Attention: Kenneth Williams

Section 5. FUNDING.

Participation by the parties in funding the Project shall in no way commit a party to financial participation in implementation of any solution to problems which may be identified by the Project, or the adoption of flood plain management regulations which may be recommended in the Project.

It is expressly understood and agreed between the parties that the maximum sum Buda has available for completion of the Project is \$7,029.00, and that when Buda has expended such sum to meet its obligations hereunder, Buda shall have no further obligation under the terms of this Agreement.

Section 6. TERMINATION. Prior to Hays County entering into contracts and agreements with other parties for the preparation of the Project; as provided in Section 1 hereof, this Agreement may be terminated by a party by thirty (30) days advance written notice to all other parties to this Agreement. In the event of termination under this provision, Hays County shall reimburse the other parties for the unexpected portions of their respective contributions at the time of termination.

Section 7. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 8. NOT A JOINT ENTERPRISE. This Agreement is not intended to and shall not create a joint enterprise among any party hereto. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose.

Section 9. MISCELLANEOUS.

- A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the advance written consent of the other parties.
- B. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- C. This Agreement may only be amended by written instrument duly executed on behalf of each party subject to this Agreement.
- D. This Agreement may be executed in multiple counter parts.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

By: _____
Bert Cobb, M.D., Hays County Judge

Date: _____

By: Sarah Mangham
Sarah Mangham, Mayor, City of Buda

Date: 8-16-11

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:

Action to Authorize Commercial OSSF Permit at 3509 Creek Road, Dripping Springs, TX in Precinct 4.

CIRCLE ONE ACTION ITEM

Subdivision

Road

Staff Recommendation

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: Hancock/Hanks Investments, Ltd. is proposing to add a commercial kitchen for preparation of meals at the Camp Lucy Event Center. This will require an upgrade in the treatment capacity of the existing on-site sewage facility, which was permitted in 2009. This on-site sewage facility is designed for 1430 gallons per day (maximum flow on weekends). The property is 177 acres in size.

This permit will authorize the addition of a 1500 gallon grease trap, A 2000 gallon equalization and pretreatment tank, and a 1500gpd aerobic treatment tank.

The water supply will be supplied by Dripping Springs Water Supply Corp.

The site specification and tank profile sheets are attached.

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend approval.

ROAD DIRECTOR: NA

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

SITE PROFILE

Page 1
8/16/2011

OSSF Permit #: 2009-391

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit

PROPERTY ADDRESS: 3509 CREEK ROAD, DRIPPING SPRINGS TX 78620

NAME OF OWNER: HANCOCK/HANKS INVESTMENTS, LTD.

MAILING ADDRESS: 1009 WEST 6TH STREET AUSTIN TX 78703

Work Phone:

Cell: (512) 627-8556

8/3/52 06187315

Home Phone: (512) 478-2264

Fax:

☒ Commercial

Septic Type: Commercial

Reason: New

Sq Ft

0 Employees

Kitchens: 1

Purchased: 9/22/2009

Revision: 11/11/2009

License Date: 2/16/2010

Field: 5600

Plans: 10/26/2009

Final Inspection: 2/16/2010

Printed: 2/16/2010

0 0 12 18

Authorization: 11/3/2009

Approved By:

Installed: 12/4/2009

Other Information:

☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☒ ETJ DRIPPING SPRING

☒ Well

☒ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract:

Block:

Lot size: 177 AC

Precinct/Zone:

Affidavit File Date:

Survey:

Grid/Section: 4

Subdivision:

Reference: R14385

Evaluator's Information:

Site Evaluator: GRUBBS, ANDY

Type of soil: 4

Soil Date: 9/21/2009

560 GPD

System Information:

Manufacturer: JET, INC.

Distributor:

Designer: BANKS, ERIN

Installer: SPILLMAN, JOE

Treatment Type: Aerobic

Disinfectant:

Flood Plain Permit:

Disposal: Low Pressure Dose

Drainfield: 0 x 0 x 12 - 18

Flood Plain Status:

	Brand / Model	Serial Number	Date
System:	Jet		
Aerator:			
Discharge:			

Flood Plain Date:

Flood Plain Certificate:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information

Routine Maintenance Required

☐ Active Service

☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description: 177 AC JOSEPH GAINER SURVEY

Tanks

Page 1
8/16/2011

Permit: 2009-391

Site: 3509 CREEK ROAD DRIPPING SPRINGS

Owner: HANCOCK/HANKS INVESTMENTS, LTD.

Two Compartment <i>Existing</i>	Construction: Concrete Capacity: 750 Depth: Compartments: 0	Date Installed: 11/24/2009 Manufacturer: Cover: Concrete	Baffles: Concrete <input type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments:	Tank Longitude:		

Two Compartment <i>Existing</i>	Construction: Concrete Capacity: 3,000 Depth: Compartments: 0	Date Installed: Manufacturer: Cover:	Baffles: <input type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments: Tank is actually 2-1500 gallon tanks in series	Tank Longitude:		

Equalizing - Existing	Construction: Concrete Capacity: 3,000 Depth: Compartments: 0	Date Installed: Manufacturer: Cover:	Baffles: <input type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments: Tank is actually two 1500 tanks tied together at top and bottom	Tank Longitude:		

Grease - New	Construction: Concrete Capacity: 1,500 Depth: Compartments: 0	Date Installed: Manufacturer: Cover:	Baffles: <input checked="" type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments:	Tank Longitude:		

Equalizing - New	Construction: Concrete Capacity: 2,000 Depth: Compartments: 0	Date Installed: Manufacturer: Cover:	Baffles: <input type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments: Tank will also have air diffusers so will also work as pretreatment	Tank Longitude:		

Aerobic 3/C - New	Construction: Concrete Capacity: 1,500 Depth: Compartments: 0	Date Installed: Manufacturer: JET, INC. Cover:	Baffles: <input type="checkbox"/> Filter Days Between: 0 Years Between: 0.0 Last Pumped:
Tank Latitude: Comments:	Tank Longitude:		

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to adopt the FY 2012 Holiday Calendar.

CHECK ONE:

☐ CONSENT

☒ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: In order to schedule court dockets, we have been requested to consider approving our 2012 County Holiday Calendar.



HAYS COUNTY HOLIDAYS FOR 2012

NEW YEARS	JAN	02	MON
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	16	MON
PRESIDENT'S DAY.....	FEB	20	MON
GOOD FRIDAY.....	APR	06	FRI
MEMORIAL DAY.....	MAY	28	MON
INDEPENDENCE DAY.....	JUL	04	WED
LABOR DAY.....	SEP	03	MON
COLUMBUS DAY.....	OCT	08	MON
VETERAN'S DAY.....	NOV	12	MON
THANKSGIVING.....	NOV	21	WED
	NOV	22	THU
	NOV	23	FRI
CHRISTMAS.....	DEC	24	MON
	DEC	25	TUE
	DEC	26	WED

PASSED AND ADOPTED THIS THE 23rd DAY OF AUGUST 2011

HAYS COUNTY COMMISSIONERS' COURT

County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

ATTEST:

COUNTY CLERK

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: Discussion and possible action to authorize the County Judge to execute a Grant Contract with the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: \$2,194.00 (1st Yr.)

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Cutler/Graves/Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

Previously the court had submitted this grant request containing a two year term; because of financial shortfalls, the contract has been revised for one year instead of two, pending additional funding by OAG

On March 29, 2011 the Commissioners Court authorized submission of a grant application to the Office of the Attorney General (OAG) in the amount of \$42,000 for a victim counselor/coordinator for the Sheriff's Office. This position will provide services to crime victims, their families, and citizens of Hays County who have experienced the trauma of victimization. The victim counselor/coordinator would assist in completing and submitting the required forms for court, provide counseling, and coordinate victims for court appearances. The grant term is for one (1) year from September 1, 2011 through August 31, 2012. Subject to and contingent on funding, this grant could be extended through August 31, 2013. The first year annual salary and fringe benefits for this position is \$44,194.00, a difference of \$2,194.00. The Sheriff's Office budget will supplement the additional funds required. The county is not required to continue this position after the grant expires.

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Grant Contract with the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00.

PREFERRED MEETING DATE REQUESTED: August 23, 2011

COUNTY AUDITOR

AMOUNT: \$2,194.00 (1st Yr.)

LINE ITEM NUMBER: TBD

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: This grant will need to be added to the FY 2012 budget.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HAYS COUNTY SHERIFF'S OFFICE**

OAG Contract No. 1226851

This contract is executed between the Office of the Attorney General (OAG) and Hays County Sheriff's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Hays County Sheriff's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2011 and shall terminate August 31, 2012, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. Such fiscal and programmatic management shall include accountability for all funds and materials

received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2011, March 30, 2012, June 30, 2012, and continuing until the last quarterly statistical report which is due on or before September 30, 2012. If this contract is extended, the quarterly statistical reports are likewise extended.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by

GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2011 and, if this contract is extended, October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2012 and, if this contract is extended, on or

before May 31, 2013 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to

repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of

the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily

activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9

CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of

this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this

contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the

entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

HAYS COUNTY SHERIFF'S OFFICE

Printed Name: _____
Office of the Attorney General

Date: _____

Printed Name: _____
Authorized Official

Date: _____

EXHIBIT A

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HAYS COUNTY SHERIFF'S OFFICE**

OAG Contract No. 1226851

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 (\$42,000) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2012
Personnel	\$26,549
Fringe Benefits	\$15,451
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$42,000

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HAYS COUNTY SHERIFF'S OFFICE

OAG Contract No. 1226851

GRANT NARRATIVE

Only the FY 2012 portion of the final Narrative applies to this contract as submitted by GRANTEE, and as further modified by the OAG:

The initial goal for the Hays County Sheriff's Office will be for the Victim's Assistance Advocate to complete all new employee processing required by the Hays County Human Resources Division. Secondly, an office space will be created within the Hays County Sheriff's Office at 1303 Uhland Rd. San Marcos, Texas, and providing a vehicle, desk, computer, equipment and all the necessary supplies need to complete needed accomplish the job duties. The VAA will need to insure the scheduling of any required or suggested victim services training needed to successfully accomplish the VAA job duties. The VAA will attend Crime Victim's Services Presumptive Eligibility Process workshop taught by the TOAG which will assist the VAA in working directly with victims to gather the necessary documentation in order to submit a complete application for victim's compensation.

The VAA will attend training conferences related to crime victim services to stay current on trends in the field and to develop contacts with other programs around the state. This networking with these contacts to discuss what works and what doesn't is invaluable to any public servant. The VAA will attend training for exposure to up-to date ideas in the field of crime victim services, counseling, advocacy, effects of trauma, coping with stress, and many other aspects of providing services to victims of crime and trauma.

There are other victim's services training classes taught by the Attorney General's Office of Texas along with other reputable organizations, as well as receive specific victim's assistance training conducted by the San Marcos Police Department Special Victims Unit and Hays County District Attorney's Victim Services Unit.

The VAA will attend training conferences related to crime victim services to stay current on trends in the field and to develop contacts with other programs around the state. This networking with these contacts to discuss what works and what doesn't is invaluable to any public servant. The VAA will attend training for exposure to up-to date ideas in the field of crime victim services, counseling, advocacy, effects of trauma, coping with stress, and many other aspects of providing services to victims of crime and trauma.

There are other victim's services training classes taught by the Attorney General's Office of Texas along with other reputable organizations, as well as receive specific victim's assistance training

conducted by the San Marcos Police Department Special Victims Unit and Hays County District Attorney's Victim Services Unit.

Upon completing the necessary training described above, the primary focus of the Hays County Sheriff's VAA will be the delivery of direct services to victims of violent crimes, their families/survivors and secondary victims. The VAA will be dedicating 40 hours per week to the delivery of these services through personal, mail, or phone contact with crime victims. Part of this time will be spent attending Sheriff's Office meetings and ride-along with deputies and/or detectives during the day or night. Unit personnel will be expected to regularly review department police reports for potential contacts. Exposure to the duties of a law enforcement officer will not only assist the VAA in learning about law enforcement activities, but will also make them available to the victims at crime scenes and demonstrate their duties to the officer, increasing the officer's understanding of the role of the VAA.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HAYS COUNTY SHERIFF'S OFFICE

OAG Contract No. 1226851

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Provide the most recent Annual Independent Financial Audit or Single Audit.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the Hays County Personal Health Department to provide flu shots to Hays County employees and their insured dependents at no cost.

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

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED: \$16.00 average per dose

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY: As part of the County's ongoing support of wellness and preventative initiatives, this will be the 7th year that Hays County provides flu shots free of charge to County employees and their insured dependents.

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 related to Hays County Transportation Plan and the formation of a citizen transportation committee.

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

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: CONLEY

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 determine a proposed tax rate and proposed budget for FY2012; and to schedule a public hearing on the FY2012 budget.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

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: 10:30 AM Workshop, presentation and discussion regarding indigent care funding including a summary of the Medicaid Supplemental Payment Program.

CHECK ONE:	CONSENT	ACTION	EXECUTIVE SESSION
	X WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

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: 11:00 AM Workshop, discuss Hays County communication issues and policies including but not limited to cell phones, air cards, phone/fax lines, Wi-Fi connections, courtroom video, hand held radios, emergency communication devices, internet, and social media; possible action may follow.

CHECK ONE:	CONSENT	ACTION	EXECUTIVE SESSION
	X WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: August 23, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: CONLEY

SPONSORED BY: COBB/CONLEY

