

Commissioners Court -January 25, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **25TH day of January, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER /ROLL CALL

INVOCATION:

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

PUBLIC COMMENTS

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

CONSENT ITEMS

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

1	4	Approve payments of county invoices. HERZOG
2	5-14	Approve Commissioner Court Minutes of January 11 th and January 18 th 2011. COBB/GONZALEZ
3	15-17	Approve out of state travel for Charles Chapman RN, Emergency Preparedness Coordinator to attend an emergency preparedness conference presented by the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC) in Atlanta, Georgia from March 21-24, 2011. INGALSBE/HARGRAVES
4	18-52	Accept the delivery of the 2010 Internal Examination Reports for the offices of Justice of the Peace Pct. 1, Place 1; Personal Health Department; Sheriff's Jail Commissary; Justice of the Peace Pct. 2; Justice of the Peace 3; Justice of the Peace Pct. 1, Place 2; San Marcos/Hays County EMS; Constable Pct. 3; and Juvenile Probation Office. COBB/HERZOG
5	53-79	Authorize the County Judge to submit an EMPG grant application to the Office of the Governor, Division of Emergency Management for up to \$ 36,305. COBB/TURNER/HAUFF

ACTION ITEMS

ROADS

6	80-81	Call for a public hearing on February 8, 2011 to establish traffic regulations on Tiger Lane. WHISENANT/BORCHERDING
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SUBDIVISIONS

7	82-86	11-2-2 Great Hills Subdivision, Section IV (57 Lots). Discussion and possible action to consider approval of Final Plat. JONES/GARZA
8	87-89	10-4-14 Resubdivision of Lot 62 Goldenwood, Section II (2 lots). Discussion and possible action to approve preliminary plan and call for public hearing on February 22, 2011. WHISENANT/GARZA

MISCELLANEOUS

9	90-119	Discussion and possible action to authorize the County Judge to execute the 2010 Tax Abatement Certificates for CFAN, Genlyte - HADCO Division, and Genlyte - Wide-Lite Division per previously approved agreements. COBB/KENNEDY/HERZOG
10	120-121	Discussion and possible action to accept the annual Racial Profiling Report from Constable Pct. 1. A short End of the Year presentation will also be provided by Constable Peterson. INGALSBE/PETERSON
11	122-124	Discussion and possible action to authorize the County Judge to execute a Letter Amendment to Hays County's lease of space for Commissioner, Precinct 3 at 109 E. Hopkins in San Marcos, Texas. CONLEY
12	125	Discussion and possible action to lift the county burn ban and review the burn ban policy. COBB/CHAMBERS
13	126-140	Discussion and possible action to approve the re-organization of RPTP, including but not limited to modification of job descriptions and the separation of the current RPTP Department into two separate departments: Transportation and Development Services. INGALSBE/CONLEY/BORCHERDING
14	141-145	Discussion and possible action to authorize the County Judge to accept a grant award in the amount of \$100,000 from the Texas Parks and Wildlife Department, National Recreational Trails Fund, for the development of the Dahlstrom Ranch Public Access area. JONES/HAUFF
15	146-163	Discussion and possible action to authorize the County Judge to execute a Letter Amendment to the commercial lease between Hays County (Information Technology Dept.) and Yellow Rock Business Park, LLC to extend the lease for a term of one (1) year. INGALSBE/McGILL
16	164-167	Discussion and possible action to hire a temporary position in the Treasurer's office and amend the budget accordingly. COBB/TUTTLE
17	168-174	Discussion and possible action to authorize the County Judge to execute a renewal of agreement, with modifications, between Hays County Personal Health Department (PHD) and Dr. Jurairat Molina, MD for pediatric allergy services to be provided in the Personal Health Department facility. INGALSBE/HARGRAVES
18	175-177	Discussion and possible resolution of the Commissioners Court, establishing policies and procedures associated with Right of Way and Right of Way acquisition, including but not limited to the independent authority of Hays County Commissioners acting as <i>Ex Officio</i> Road Commissioners and the authority of the County Judge to execute Possession and Use Agreements. COBB/KENNEDY
19	178-195	Discussion and possible action to authorize the County Judge to execute Amendment No. 1 to the Advance Funding Agreement regarding realignment of FM 2001 East of I-35 in Buda, CSJ# 1776-02-015. JONES
20	196-202	Discussion and possible action to authorize the Hays County Juvenile Center to contract with Avatt Air Conditioning and Electrical to replace one 15 ton air conditioner in the amount of \$12,256.44 and amend the budget accordingly. INGALSBE/LITTLEJOHN
21	203	Discussion and possible action regarding LCRA's intention to market 32 LCRA-owned water and/or wastewater systems for sale as a single block, with consideration for quality of service, commitment to infrastructure, ability to meet standards and ability to compensate LCRA. WHISENANT
22	204-207	Discussion and possible action to consider granting a variance to Hays County Development Regulations, Chapter 715, Subchapter 4.01 to allow permitting of an On Site Sewage Facility and Development Permit to Larry Spector, owner of approximately 9.254 acres in the Los Ranchos Subdivision in Precinct 4. WHISENANT/GARZA

EXECUTIVE SESSIONS

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

23	208	Executive Session Pursuant to Section 551.087 of the Texas Government Code, to receive information only on Project Sunburst and Project BioCentral. INGALSBE
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STANDING AGENDA ITEM

24	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
25	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

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 21st day of January, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 1/25/11

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF JANUARY 11, 2011
and JANUARY 18, 2011**

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

PREFERRED MEETING DATE REQUESTED: JANUARY 25, 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 11TH DAY OF JANUARY 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:

Pastor Bob Smith with the Powerhouse Christian Center gave the invocation and Commissioner Jones led the court in the pledge of allegiance to the flags. Judge Cobb called the meeting to order.

27707 ADOPT A PROCLAMATION DECLARING JANUARY 17, 2011 AS DR. MARTIN LUTHER KING, JR. DAY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to adopt a Proclamation declaring January 17, 2011 as Dr. Martin Luther King, Jr. day. All voting "Aye". MOTION PASSED

PRESENTATION OF CAPCOG (CAPITAL AREA COUNCIL OF GOVERNMENTS) TO THE COMMISSIONERS COURT. PRESENTATION WILL INCLUDE AN OVERVIEW OF CAPCOG AND RESPONSIBILITIES OF REGIONAL COUNCILS

Betty Boyd from CAPCOG gave an overview of responsibilities of the regional Councils

PUBLIC COMMENTS

David Crowell, Shelly Kremer, Jim Camp made public comments.

27708 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve payments of county invoices in the amount of \$950,820.18 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27709 APPROVE COMMISSIONER COURT MINUTES OF JANUARY 4, 2011

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Commissioner Court Minutes of January 4, 2011. All voting "Aye". MOTION PASSED

27710 APPROVE REAPPOINTMENTS OF PARKS AND OPEN SPACE ADVISORY BOARD MEMBERS FOR THE COUNTY JUDGE AND PRECINCT TWO COMMISSIONER

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve reappointment of Parks and Open Space Advisory Board members for the County Judge and Precinct Two Commissioner. All voting "Aye". MOTION PASSED

27711 APPROVE UTILITY PERMIT

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve utility permit #827 on Turnersville Road (CR 105) issued to PEC by the County Road Department. All voting "Aye". MOTION PASSED



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27712 APPROVE THE RE-APPOINTMENT OF JOHN ROPPOLO TO CAPCOG, CRIMINAL JUSTICE ADVISORY COMMITTEE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the re-appointment of John Roppolo to CAPCOG, Criminal Justice Advisory Committee. All voting "Aye". MOTION PASSED

27713 APPROVE THE REAPPOINTMENT OF JIM HOLLIS AND MARK IBERG TO HAYS COUNTY ESD #2 FOR AN ADDITIONAL TWO YEAR TERM, BEGINNING JANUARY 1, 2011.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the reappointment of Jim Hollis and Mark Iberg to Hays County ESD #2 for an additional two year term, beginning January 1, 2011. All voting "Aye". MOTION PASSED

27714 APPROVE THE REAPPOINTMENT OF SUSAN MECKEL TO HAYS COUNTY ESD #5 FOR AN ADDITIONAL TWO YEAR TERM, BEGINNING JANUARY 1, 2011

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the reappointment of Susan Meckel to Hays County ESD #5 for an additional two year term, beginning January 1, 2011. All voting "Aye". MOTION PASSED

27715 APPROVE THE REAPPOINTMENT OF SCOTT STEVENS, JIM WEATHERFORD, AND PAUL KASKIE TO HAYS COUNTY ESD #8 FOR AN ADDITIONAL TWO YEAR TERM, BEGINNING JANUARY 1, 2011.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the reappointment of Scott Stevens, Jim Weatherford, and Paul Kaskie to Hays County ESD #8 for an additional two year term beginning January 1, 2011. All voting "Aye". MOTION PASSED

27716 RATIFY COUNTY JUDGE'S SIGNATURE ON A TEXAS ESGP LOCAL GOVERNMENT CERTIFICATION FORM FOR COMMUNITY ACTION, INC

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to ratify County Judge's signature on a Texas ESGP Local Government certification form for Community Action, Inc. All voting "Aye". MOTION PASSED

27717 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON MARSH LANE IN SHADOW CREEK SUBDIVISION.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to hold a public hearing to establish traffic regulations on Marsh Lane in Shadow Creek Subdivision. All voting "Aye". MOTION PASSED

27718 RELEASE THE FISCAL SURETY FOR RE-VEGETATION OF STREET AND DRAINAGE IMPROVEMENTS FOR SHADOW CREEK SUBDIVISION PHASE 4, SECTION 1A & 2A.

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to release the fiscal surety for re-vegetation of street and drainage improvements for Shadow Creek Subdivision Ph 4, Sec 1A & 2A. All voting "Aye". MOTION PASSED

27719 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON PEABODY PLACE DRIVE

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to hold a public hearing to establish traffic regulations on Peabody Place Drive. All voting "Aye". MOTION PASSED

27720 RE-SUBDIVISION OF LOT 69, ROLLING OAKS SUBDIVISION, SECTION 4 (10-4-47 - 2 LOTS) APPROVE PRELIMINARY PLAN AND CALL FOR A PUBLIC HEARING ON FEBRUARY 8, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve preliminary plan and call for a public hearing on February 8, 2011 on re-subdivision of lot 69, Rolling Oaks Subdivision, Section 2. All voting "Aye". MOTION PASSED



- 27721 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #3 WITH HARRIS ROAD COMPANY FOR THE SPRING LAKE (SAN MARCOS SPRINGS) PRESERVE PROJECT**

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to execute change order #3 with Harris Road company for the Spring Lake (San Marcos Springs) Preserve project. All voting "Aye". MOTION PASSED

- 27722 APPROVE RESOLUTION SUPPORTING THE GUADALUPE-BLANCO RIVER AUTHORITY APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR A FLOOD PROTECTION PLANNING GRANT**

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve Resolution supporting the Guadalupe-Blanco River authority application to the Texas Water Development Board for a Flood Protection planning Grant. All voting "Aye". MOTION PASSED

- 27723 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SHORT FORM AGREEMENT BETWEEN HAYS COUNTY AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF A TRAFFIC SIGNAL AT THE INTERSECTION OF WONDERWORLD DRIVE AND STAGECOACH TRAIL**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to execute a short form agreement between Hays County and HDR Engineering, Inc for professional services related to the design of a traffic signal at the intersection of Wonderworld Drive and Stagecoach Trail. All voting "Aye". MOTION PASSED

- 27724 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LEASE AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF MOUNTAIN CITY**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a lease agreement between Hays County and the City of Mountain City. All voting "Aye". MOTION PASSED

- 27725 APPROVE THE APPOINTMENT OF MIKE MOORE TO HAYS COUNTY ESD #5 TO REPLACE JOHN REILLY, BEGINNING JANUARY 11, 2011**

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve the appointment of Mike Moore to Hays County ESD #5 to replace John Reilly, beginning January 11, 2011. All voting "Aye". MOTION PASSED

- 27726 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING RIGHT OF WAY ACQUISITION ON OR NEAR MCGREGOR LANE IN PRECINCT 4**

Court convened into closed executive session at 10:18 a.m. reconvened into open meeting at 10:32 a.m. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize counsel to include incidental costs and requests in the Right of Way Acquisition Agreement related to the McGregor Lane bridge project in Precinct 4; to authorize counsel to pay the previously-agreed-upon market value(\$20,000 per acre) for all properties included in this project, except for that of Jack Bleakley which should be purchased for a reduced value, as negotiated by counsel; to authorize counsel to file a "friendly condemnation suit" for acquisition of the Walker and Toro tracts, which is needed to properly eliminate the Conservation Easement overlaying those properly eliminate the Conservation Easement overlaying those properties; and to authorize the County Judge to execute all agreements and closing documents associated with this ROW Acquisition project. All voting "Aye". MOTION PASSED

- 27727 PURSUANT TO OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE 551.074, EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS TO DELIBERATE THE EVALUATION OF DEPARTMENT HEADS**

Court convened into closed executive session at 10:32 a.m. reconvened into open meeting at 10:51 a.m. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to ratify the actions of the Treasure's office prior to this date in providing merit raises to employees under the supervision of Commissioners Court to provide a 1% merit raise for the Juvenile Facility Administrator, Fire Marshall, and the Director of RPTP effective January 1, 2011. All voting "Aye". MOTION PASSED



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27728 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

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to sign a change order in an amount not to exceed \$18,000 to JE Dunn in relation to work on the Hays County Jail. All voting "Aye". MOTION PASSED

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

Mike Weaver spoke of the updates on road projects.

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adjourn Commissioners Court All voting "Aye". MOTION PASSED

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 January 11, 2011.



Liz Q Gonzalez, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS





STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 18TH DAY OF JANUARY 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:

Pastor John McComb from the San Marcos Community Center gave the invocation and commissioner Conley led the court in the pledge of allegiance to the flags. Judge Cobb called the meeting to order.

27728 RECOGNITION OF PRECINCT 3, JUSTICE OF THE PEACE CLERKS - JANET PESL AND CINDI CARTER

JP Pct 3 Andy Cable gave recognition to Janet PedsI and Cindi Carter for their initiative and service to both Hays county and its citizens.

27729 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payments of county invoices in the amount of \$2,507,842.82 as submitted be the County Auditor. All voting "Aye". MOTION PASSED

27730 APPROVE THE REAPPOINTMENT OF KATE JOHNSON FOR CHAIR OF THE HAYS COUNTY HISTORICAL COMMISSION

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the reappointment of Kate Johnson for Chair of the Hays County Historical Commission. All voting "Aye". MOTION PASSED

27731 APPROVE AMENDMENTS FOR BUDGETS OF GENERAL FUND, ROAD AND BRIDGE, JUVENILE CENTER, AND FAMILY HEALTH SERVICES FOR BUDGETED LONGEVITY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve amendments for budgets of General Fund, Road and Bridge, Juvenile Center, and Family Health Services for budgeted longevity. All voting "Aye". MOTION PASSED

27732 APPROVE THE APPOINTMENT OF JUDGE COBB TO THE HEALTHY COMMUNITY COLLABORATIVE AND TO THE HAYS COUNTY INSURANCE COMMITTEE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the appointment of Judge Cobb to the Healthy Community Collaborative and to the Hays County Insurance Committee. All voting "Aye". MOTION PASSED

27733 ACCEPT CONTRIBUTIONS FOR THE HISTORICAL COMMISSION-BUCK WINN DOCUMENTARY AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project no matching county funds needed contributions \$14,800.00, general supplies \$3,500.00, postage \$150.00, contract services \$9500.00 and travel \$1,650.00. All voting "Aye". MOTION PASSED



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27734 APPROVE REAPPOINTMENTS OF PARKS AND OPEN SPACE ADVISORY BOARD MEMBERS FOR THE COMMISSIONER, PRECINCT FOUR

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve reappointments of Parks and Open Space Advisory Board Members for the Commissioner, Precinct Four include Nancy Potter, Melinda Mallia, Martha Brown, and Donna Brasher. All voting "Aye". MOTION PASSED

27735 RELEASE THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR SHADOW CREEK SUBDIVISION, PHASE 1, SECTION 3

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within county row for Shadow Creek Sudivision, Phase1, Section 3. All voting "Aye". MOTION PASSED

27736 CALL FOR A PUBLIC HEARING ON FEBRUARY 1, 2011 TO ESTABLISH A "NO PARKING" ZONE ON THE CUL-DU-SAC ON RICH LANE

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to call for a public hearing on February 1, 2011 to establish a "No Parking" zone on the Cul-Du-Sac on Rich Lane. All voting "Aye". MOTION PASSED

27737 RELEASE FISCAL SURETY FOR A PORTION OF THE STREET AND DRAINAGE IMPROVEMENTS IN STUDIO ESTATES SUBDIVISION, SECTION 1

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to consider the release of Fiscal Surety for a portion of the street and drainage improvements in Studio Estates Subdivision, Section 1. All voting "Aye". MOTION PASSED

27738 AUTHORIZE THE FILING OF THE RECORD PLAT FOR THE REPLAT OF CREEK OF DRIFTWOOD SUBDIVISION, LOTS 40-48

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the filing of the record plat of Creek of Driftwood Sudivision, Lots 40-48. All voting "Aye". MOTION PASSED

27739 CHANGE THE USE OF TEMPORARY FUNDING ORIGINALLY IDENTIFIED IN THE FY'11 BUDGET FOR JAIL BUILDING MAINTENANCE TO VEHICLE MAINTENANCE

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to change the use of temporary funding originally identified in the FY'11 budget for Jail Building Maintenance to Vehicle Maintenance. All voting "Aye". MOTION PASSED

27740 RECLASSIFY THE DIRECTOR OF CORRECTIONS POSITION TO (JAIL) CAPTAIN AND THE CURRENT (JAIL) CAPTAIN POSITION TO (JAIL) LIEUTENANT IN THE SHERIFF'S OFFICE

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to reclassify the Director of Corrections position to (Jail) Captain and the current Jail Captain position to (Jail) Lieutenant in the Sheriff's office. All voting "Aye". MOTION PASSED

27741 INCREASE THE SALARY OF THE CURRENT (LAW ENFORCEMENT) CAPTAIN

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to increase the salary of the current (Law Enforcement) Captain. All voting "Aye". MOTION PASSED

27742 APPROVE THE APPOINTMENT OF MICHAEL AULICK TO THE HAYS COUNTY PARKS AND OPEN SPACE ADVISORY BOARD

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the appointment of Michael Aulick to the Hays County Parks and Open Space Advisory Board. All voting "Aye". MOTION PASSED



27743 APPROVE THE APPOINTMENT OF PAULINE TOM TO THE PARKS AND OPEN SPACE ADVISORY BOARD FOR THE PRECINCT TWO COMMISSIONER

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve the appointment of Pauline Tom to the Parks and Open Space Advisory Board for the Precinct Two Commissioner. All voting "Aye". MOTION PASSED

27744 ADOPT A RESOLUTION PETITIONING THE LCRA BOARD OF DIRECTORS TO TAKE CERTAIN ACTIONS RELATED TO ITS INTENT TO MARKET THE 32 LCRA-OWNED WATER AND/OR WASTEWATER SYSTEMS AS A SINGLE BLOCK TO THE HIGHEST BIDDER

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adopt a resolution petitioning the LCRA Board of Directors to take certain actions related to its intent to market the 32 LCRA owned water and/or wastewater systems as a single block to the highest bidder. All voting "Aye". MOTION PASSED

27745 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LEASE AGREEMENT WITH THE CITY OF KYLE FOR THE COUNTY'S LEASE OF THE EXISTING PRECINCT 2 OFFICES AT 111 FRONT STREET IN KYLE, TEXAS

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a Lease Agreement with the City of Kyle for the county's lease of the existing Precinct 2 offices at 111 Front Street in Kyle Texas also to amended the budget of \$21,000 annual. All voting "Aye". MOTION PASSED

27746 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A TEXAS 1033 SURPLUS PROPERTY PROGRAM APPLICATION LETTER AND RELEASE OF LIABILITY FOR THE HAYS COUNTY SHERIFF'S OFFICE

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Texas 1033 Surplus Property Program Application Letter and Release of Liability for the Hays County Sheriff's Office. All voting "Aye". MOTION PASSED

27747 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 WITH MYERS CONCRETE CONSTRUCTION, LP, FOR THE WINTERS MILL PARKWAY TRAIL, IN THE AMOUNT OF \$54,279.59

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to execute Change Order #1 with Myers Concrete Construction, LP for the Winters Mill Parkway Trail, in the amount of \$54,279.59. All voting "Aye". MOTION PASSED

27748 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL #4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS & NEWNAM, INC. (LAN)

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a contract for Engineering Services Supplemental #4 to the Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. All voting "Aye". MOTION PASSED

27749 ACCEPT THE ANNUAL RACIAL PROFILE REPORT FROM CONSTABLE PCT. 3

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to accept the Annual Racial Profile Report from Constable Pct.3. All voting "Aye". MOTION PASSED



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27750 ACCEPT RESULTS OF BALLOTS RECEIVED FROM RECORD OWNERS OF PROPERTY ON PIEDRAS PASS IN THE ROCKY RANCH ACRES SECTION 2 SUBDIVISION REGARDING IMPROVEMENTS AND ASSESSMENT OF THE COST PURSUANT TO TEXAS TRANSPORTATION CODE CHAPTER 253 WITH POSSIBLE ACTION ORDERING THE IMPROVEMENTS AND ASSESSING THE COST OF THE IMPROVEMENTS

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to accept results of ballots received from record owners of property on Piedras Pass in the Rocky Ranch Acres Sec 2 Subdivision regarding improvement and assessment of the cost pursuant to Texas Transportation code Chapter 253 with possible action ordering the improvements and assessing the cost of the improvements. All voting "Aye". MOTION PASSED

27751 POST AND TEMPORARILY ASSIGN AN ADMIN III POSITION TO RPTP TO PROVIDE ADMINISTRATIVE ASSISTANCE

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to allow RPTP to hire Admin III position for the total amount of \$17,355 from the salary savings in the RPTP budget with the start date of 01/24/2011 and end date of 05/20/2011. All voting "Aye". MOTION PASSED

27752 AUTHORIZE THE COUNTY JUDGE EXECUTE SEVERAL POSSESSION AND USE AGREEMENTS RELATED TO RIGHT OF WAY (ROW) ACQUISITION IN HAYS COUNTY; AND TO DISCUSS AND DETERMINE COMMISSIONERS COURT POLICY PERTAINING TO THE AUTHORITY OF INDIVIDUAL COURT MEMBERS TO EXECUTE DOCUMENTS RELATED TO ROW AND ROW ACQUISITION

Lenae Lovejoy requested the court to table this item for one week. Court convened into closed executive session at 10:40 a.m. and reconvened into open meeting at 10:54 a.m. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to accept and for the County Judge to sign a Possession and Use Agreement for highway project Ranch Road 12 parcel number 17 also to authorize the County Judge to sign a Possession and Use Agreement with Wimberley Springs Quicksand Partnership on three tracts they own along Highway 2325 and with Black Family Partnership Ltd also property along Highway 2325 which is part of our safety improvement project. All voting "Aye". MOTION PASSED. A motion was made by Commissioner Conley seconded by Commissioner Whisenant to table the proposed Amendments to the Resolution until the adjustments are made for one week until next Commissioner Court date. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING SOAH DOCKET NO 582-10-5643, WHICH RELATES TO A PROPOSAL FOR THE CREATION OF A REGIONAL GROUNDWATER CONSERVATION DISTRICT THAT SERVES THE HILL COUNTRY PRIORITY GROUNDWATER MANAGEMENT AREA. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

Court convened into closed executive session at 11:00 a.m. and reconvened into open meeting at 12:23 p.m. No action taken

DISCUSSION AND POSSIBLE ACTION TO DISCUSS THE ORGANIZATION OF RPTP. 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 THE RPTP DIRECTOR AND INDIVIDUAL EMPLOYEES OF DEVELOPMENT SERVICES. ACTION MAY FOLLOW IN OPEN COURT

Court convened into closed executive session at 11:00 a.m. and reconvened into open meeting at 12:23 p.m. No action taken.



Clerk's Note - Agenda # 28 Re: DISCUSSION OF RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS. POSSIBLE ACTION MAY FOLLOW was PULLED no discussion and no action taken

Clerk's Note - Agenda # 29 Re: DISCUSSION OF ISSUES RELATED TO THE RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED no discussion and no action taken

Court was adjourned.

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 JANUARY 18, 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:

Approve out of state travel for Charles Chapman RN, Emergency Preparedness Coordinator to attend an emergency preparedness conference presented by the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC) in Atlanta, Georgia from March 21-24, 2011.

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

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Ingalsbe

SUMMARY:

All costs related to the conference are paid by NACCHO except for meals and ground travel.

From: Carolyn McCoy [mailto:CMcCoy@naccho.org]
Sent: Wednesday, January 12, 2011 10:47 AM
To: Chuck Chapman
Subject: CDC/NACCHO Radiation Conference Scholarship Notification

Dear Mr. Charles William Chapman:

Congratulations! The National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC) are pleased to offer you a scholarship to attend the **Bridging the Gaps: Public Health and Radiation Emergency Preparedness Conference** on **March 21 – 24, 2011** in **Atlanta, GA**. One of the primary goals of the conference is to provide a forum for participants to share promising practices, lessons learned, and practical applications to enhance the planning for, response to, and recovery from radiation emergencies.

Your conference scholarships will cover:

Airfare

Three nights of lodging (March 21, 22, & 23, 2011)

Full conference registration fees

Scholarships do not include ground transportation, meals or other conference-related expenses.

NOTICE OF ACCEPTANCE

Please email Carolyn McCoy at cmccoy@naccho.org by **Friday, January 28, 2011**, as to whether or not you are still able to attend the Bridging the Gaps: Public Health and Radiation Emergency Preparedness Conference.

AIRFARE

All travel **must** be booked through NACCHO's travel agent by **Friday, February 4, 2011**. Individual reimbursement for travel expenses will not be allowed. To book your travel, contact Kathy Rosnick by phone at (800) 992-9830 or by e-mail at krosnick@exectravel.com.

REGISTRATION

A special registration website has been created for scholarship recipients. Please **DO NOT** register on the official conference website. If you have already done so you need to cancel your registration and re-register using the following link: **SCHOLARSHIP REGISTRATION**

HOTEL INFORMATION

You must register by **Friday, February 4, 2011**. You will be prompted on the registration website to enter your hotel arrival and departure dates. You **SHOULD NOT** contact the hotel directly; reservations will be made on your behalf according to the information you enter on the registration website.

Crowne Plaza Hotel Ravinia
4355 Ashford Dunwoody Road, Atlanta, GA 30346

Hotel check in time is 3:00 pm; check out time is 12:00pm. For information about the hotel, maps, area information, etc., visit the conference [website](#). Additional hotel information can be found on the hotel website: www.cpravinia.com

DATES & AGENDA

The Summit begins on Tuesday, March 22 at 8:30am and concludes on Thursday, March 24th at 12:30pm. A full agenda can be found on the conference [website](#). Pre-Conference workshops are on March 21, 2011 however, hotel charges are not covered by the travel scholarship. Therefore, the hotel room the evening of March 20, 2011 will be at your own expense if you choose to attend the pre-conference workshops.

GROUND TRANSPORTATION

The **Crowne Plaza Hotel Ravinia** is 15 miles north of Hartsfield Jackson International Airport. A taxi is \$55 each way and takes approximately 35-45 minutes. The MARTA rapid transit train - www.itsmarta.com - runs every 10-15 minutes from the Airport to the Dunwoody Station, two blocks from the hotel. MARTA takes approximately 45 minutes and costs \$2.00 each way. Shared airport shuttle service is offered by Atlanta Superior Shuttle - www.atlsuperiorshuttle.com - at a cost of \$35 one way or \$55 round trip. Please see their website for reservations and further information. Please note that your travel scholarship **DOES NOT** include reimbursement for ground transportation.

MEALS

Breakfast is provided Monday, March 21 through Thursday, March 24. Lunch is provided Tuesday, March 22 and Wednesday, March 23. There is a reception on Monday evening and light snacks Wednesday evening.

CONFERENCE EVALUATION

As a condition of receiving a travel scholarship, NACCHO expects you to assist in evaluating the utility of the conference by completing a conference evaluation or possibly participating in a focus group following the conference. NACCHO will provide you with additional details on the evaluation process closer to the conference.

For further information on the conference, please visit the conference website at <http://cdcradiationconference.org/> or contact Scott Fisher at 202-507-4218 or sfisher@naccho.org. For further information on scheduling your travel, registering for the conference, or other meeting logistics, please contact Francesca Blanco at 202-507-4222 or fblanco@naccho.org.

CONFERENCE SCHOLARSHIP CHECKLIST

- ☐ RSVP to Carolyn McCoy by Friday, January 28, 2011
- ☐ Book travel through Executive Travel by Friday, February 4, 2011
- ☐ Register for conference by Friday, February 4, 2011

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:

Accept the delivery of the 2010 Internal Examination Reports for the offices of Justice of the Peace Pct. 1, 1; Personal Health Department; Sheriff's Jail Commissary; Justice of the Peace Pct. 2; Justice of the Peace 3; Justice of the Peace Pct. 1, 2; San Marcos/Hays County EMS; Constable Pct. 3; and Juvenile Probation Office.

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

PREFERRED MEETING DATE REQUESTED: 1/25/11

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bill Herzog

SPONSORED BY:

SUMMARY:

See the attached reports.



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2279

www.co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

January 19, 2010

Honorable Judge JoAnne Prado
Hays County Justice of the Peace Precinct 1, Place 1
1307 Uhland Road
San Marcos, TX 78666

Dear Judge Prado:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 1, Place 1 financial records for the period of April 1, 2008 to April 30, 2009. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Our review disclosed several opportunities for improvement in the receipting and monthly reporting process. Control weaknesses and findings identified during the internal examination and the recommended improvements are noted below.

Monthly Financial Reports

Several Monthly Financial Reports did not reconcile to the clerk's Till Balance reports.

During our review, we identified five (5) payment errors made to cases that were not properly or timely corrected. Payment errors were the result of payments applied to an incorrect case, receipts issued for the incorrect amount, or incorrect charges applied to the case. As a result of the payment errors, the Monthly Financial reports and Till Balance reports did not reconcile. All reports were later reconciled once payment errors were properly corrected.

Recommendation

The Justice of the Peace Precinct 1, Place 1 office should review cases in order to verify that a payment pertains to the proper case before the payment is applied to the case. In addition, clerks should verify that the charges were properly assessed for the type of case. Payments should then be applied to the case for the proper amount. The decrease in payment errors will aid in reconciling the Monthly Financial Reports. In addition, adjustments that are made to cases throughout the month should be properly documented in order to help prevent and detect fraud.

Management Response

Clerks have been instructed to properly verify payments and or changes applied to each and every case. Staff also knows to be very careful when crediting payments to insure that we do not have any credits and or charges placed on an incorrect case.

Several credit card receipts were not included in the Monthly Financial Reports.

Eight (8) credit card payments processed through the online payment system were not entered into the clerks' till registry when payment was received. The Treasurer's office or Auditor's office notified the clerks of overlooked credit card payments when reconciling monthly reports. Overlooked credit card payments were posted to the clerks' tills an average of 24 days after the payment was received, causing reconciling differences between several monthly reports. All reports were later reconciled once the credit card online payment system was reviewed for overlooked payments and the credit card payments were entered into the clerk's till registry.

Recommendation

The credit card online receipts should be reviewed on a daily basis in order to determine if payments were made via the online credit card payment system. If credit card payments are made through the online system, these payments should be entered into the clerks' till registers on a daily basis. All payments should be entered into the court system in a timely manner so that court cases properly reflect balances due and payments fulfilled.

Management Response

Have discussed this with staff and have been checking for on line payments on a daily basis—have also instructed staff to check at the end of each week and also on the last working day of the month to ensure that any payments made on line are credited.

Internal Controls

Lack of physical controls over cash.

Office personnel cash drawers were not restricted to the individuals responsible for them throughout the day. During our review, the clerks stated that they all had access to each other's cash drawers throughout the day. Money is only secured at night once it is gathered from the clerks and placed in the office safe.

Recommendation

Physical controls over cash are an integral part of the overall cashiering operation. Although money is secured at night, cash drawers should be restricted only to the individual responsible for them throughout the day to ensure internal controls are being met. Without proper oversight and accountability of cash, there is an increased risk for the misappropriation of County funds.

Management Response

Each clerk has their own money box and have been instructed that they are the sole person to have access to the money in that particular box.

Inadequate segregation of duties.

The Justice of the Peace Precinct 1, Place 1 office does not maintain adequate segregation of duties for personnel. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail will also process and issue receipts for the mail payments.

Recommendation

The Auditor's office recommends that the Justice of the Peace Precinct 1, Place 1 office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the Justice of the Peace Precinct 1, Place 1 office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Management Response

This office is small and only has 2 full time and one part time clerk—on the same token it is my mission to try and segregate duties so that the same clerk receiving monies is not also verifying. We have started to implement the process of one clerk receiving the money and another will verify. At times this can be difficult—but this process will be in place in order to meet internal audit.

Receipts

Voided cash receipts did not indicate the purpose of the void. Several manual receipts were completed but not issued to the payor. Manual receipts were skipped and issued out of sequence. During our review, we noted that voided receipts did not always include an explanation or authorization of the void. In addition, there were several manual receipts that were filled out, but not given to the payor, and had no indication of void written on the receipt. We noted several manual receipts that were skipped, but still remained in the receipt book unused. Manual receipts were issued when the clerk was unable to issue a receipt through the Odyssey system. At times, the case information (i.e. citation) had not been entered into the Odyssey system or the Odyssey system might not have been functioning when the funds were received.

Recommendation

The Justice of the Peace Precinct 1, Place 1 office should establish and implement procedures for the handling and authorization of voids. Receipts should be issued in sequential order, and if receipts are erroneously skipped, they should be marked "VOID." Voided transactions should be well documented and adequately reviewed to help prevent and detect fraud. When a clerk voids a transaction it is important to keep all copies of the receipt, including the original copy, and document the reason for the void. Retention of the original receipt also prevents the customer from presenting the receipt as proof of payment at a later date. An additional control would be to obtain authorization for the void from an individual other than the clerk. This authorization would be documented on the receipt with the employee's signature. Voids should be reviewed on a routine basis to determine that adequate documentation exists to support the validity of the voided transaction.

Management Response

Staff has been instructed not to skip receipts; if they must skip a receipt for whatever reason they have been instructed to be sure and mark void. Staff has been instructed that any receipt that is voided must also have a written reason on the voided receipt as to why the receipt was voided. Staff has been instructed that if a receipt is made for payment on an account—that receipt should be given to the payor at the window.

Cases were not reviewed for financial accuracy when financial adjustments were made to the case. During our review, we identified several financial adjustment errors made to cases that were not properly or timely corrected. Financial adjustments were made to either the payments or the charges, which caused the defendants to either have an outstanding balance owed, or a credit balance due in error.

Recommendation

All cases should be reviewed for financial accuracy to ensure that the proper charges and payments were applied to the case. Adjustment transactions should be well documented and adequately reviewed to help prevent and detect fraud. An additional control would be to obtain authorization for the adjustment from an individual other than the clerk. This additional review would help decrease erroneous adjustments that could result in incorrect defendant balances.

Management Response

Staff has been instructed that any and all transactions must appear on the case the minute it has been taken care of. All credits, charges and payments will be made on accounts as they come in and will not be set aside.

Several cases did not have supporting documentation.

There were several cases that did not have supporting documentation that could be reviewed for accuracy. Several cases did not have a copy of the citation for review or proof of insurance for dismissal. Therefore, the auditor's office was unable to trace the defendant charges to a citation or the case dismissal to the proper documentation.

Recommendation

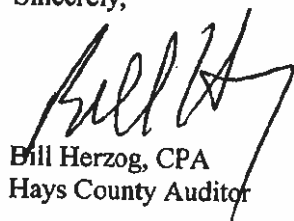
The Justice of the Peace Precinct 1, Place 1 office should maintain supporting documentation for all cases. All case transactions should be well documented to ensure a proper audit trail and to help prevent and detect fraud. Original case file documents, such as citations, provide proper evidence of the transactions and should be available for review by the auditor's office and other entities reviewing the Justice of the Peace Precinct 1, Place 1 office records.

Management Response

Staff has been instructed to keep copies of all supporting documents that will reflect why a case was dismissed, proof of insurance and any documentation that will support why the case was handled in that particular manner—all of our documentation will be scanned.

We appreciate the cooperation and assistance provided to the Auditor's office during the internal examination.

Sincerely,



Bill Herzog, CPA
Hays County Auditor



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

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Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

January 19, 2010

Ms. Priscilla Hargraves
Director, Personal Health Services
401-A Broadway Drive
San Marcos, Texas 78666

Dear Ms. Hargraves,

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Personal Health Department's financial records for the period of May 1, 2008 to June 11, 2009. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Monthly Financial Reports and Receipts

Eleven voided receipts did not state the reason for the void.

During a review of receipts, it was noted that the majority of voided receipts were the result of clients that could not get shots, clients that did not want to wait for medical services, clerks that skipped receipts or clerks that made errors to the receipts. During our review, we noted that eleven (11) voided receipts did not state the reason for the void or did not have the customer sign that the void was for a refund. Please note that this issue was reported in the previous internal examination report, and the previous director's response indicated that clients would be asked to sign voided receipts to indicate they received the refund of their money.

Recommendation

The Auditor's office recommends that refund procedures be communicated to clerks to help ensure that clients sign the voided receipts indicating that the receipt was voided with the client's knowledge. For those receipts where the client did not turn in funds, the voided receipt should be reviewed and authorized by another individual and not the clerk that issued the void. Voided transactions should be well documented and adequately reviewed to help prevent and detect fraud. When a clerk voids a transaction it is important to keep all copies of the receipt, including the original copy, and document the reason for

the void. Retention of the original receipt also prevents the customer from presenting the receipt as proof of payment at a later date. An additional control would be to obtain authorization for the void from an individual other than the clerk. This authorization would be documented on the receipt with the employee's signature. Voids should be reviewed on a routine basis to determine that adequate documentation exists to support the validity of the voided transaction.

Management's Response:

Staff will be told how important it is to have receipts signed by clients and they must indicate reason the receipt was voided. It will also be stressed that they should get a coworker, if possible, to sign off on voided receipts where no money was exchanged.

Monthly Financial Reports contained five (5) clerical errors.

Monthly financial reports included clerical errors resulting from personnel manually totaling receipts collected and from incorrect receipt numbers being listed on the financial reports. The current receipting, billing, and accounting process revolves around manual receipt writing and clerk data entry into billing systems.

Recommendation

Given the numerous constraints and inefficiencies related to manual receipts, manual billings, and manual reporting, we recommend that a computerized system be implemented to improve the legibility of receipt information and provide a more efficient and effective method of issuing and tracking receipts, making deposits, and submitting monthly reports. In addition, the Health department processes an average of 600 receipts per month and would benefit from researching the efficiencies that could be gained by implementing automated receipts and reports. The department is currently utilizing a statewide healthcare package for patient information but is not utilizing this system's financial module. The department should review this system to determine the feasibility of implementing the accounting, receipting, and reporting modules of this system. Please note that this issue was reported in the previous internal examination report.

Management's Response:

The statewide healthcare package does not have a financial module that we can utilize. Sue is in the process of trying to "sample" Quicken but is still waiting on IT to follow up with her. Met with IT and Judy (Collections) Feb 11th and the Quicken program was loaded onto Sue's computer for a trial run. If this works, it can take the place of all receipt books.

Indigent Health Care

Indigent Health Care billings were not processed timely due to the implementation of the new Indigent Health Solutions software.

During the transition to the new Indigent Health Billing System, billings received for payment were not processed in a timely manner. One pharmacy bill was processed six months after it was received. The billings were delayed since the Indigent Healthcare Administrator was verifying the system rates.

Two prescription billings were calculated in the indigent care system without the contracted pharmacy discount being applied.

There were two prescription billings that were manually calculated for test work purposes that did not include the pharmacy contracted discount of fourteen percent for generic or fifty percent for name brand prescriptions. According to Indigent Healthcare Solutions Specialist there is no explanation why the discounts were not figured into the calculation.

Recommendation

The Auditor's office recommends that the Personal Health Department work with Indigent Healthcare Solutions to determine the cause of the system calculating prescriptions without discounts. The Personal Health Department should implement procedures to periodically check the system calculation of prescriptions for accuracy. The Personal Health Department should also establish procedures to address late billings and set deadlines for monthly billings to ensure that billings are being performed in a timely manner.

Management's Response:

Coordinator is now working on processing the pharmacy bill on a month to month basis according to billing priority. This is after corrections were made by software questions and problems that were indicated. Coordinator will need to periodically check or audit manually 10 to 20 percent of prescription calculations made by software. Need for staff in assisting high volume of work being processed.

Family Health Clinic

Invoices for self-pay patients seen at the family clinic are not being generated or mailed out in a timely manner.

Although self-pay patients generally make payment at the time of the medical visit, there are times that only partial payments are made. During our review, we noted that self-pay patient bills were not mailed out to patients in a timely manner. We also noted that patients made partial payments for office visits even though they had a balance due from previous visits. The amount a patient pays for each visit is based on sliding scale fees. The sliding scale fees are determined by monthly income, family size, and services received. Patients are not required to provide proof of income, thus patients can misstate their income and receive services at a lower cost. Uncollected revenues date back from January 2005 to June 2009, and total \$33,370.50.

Recommendation

The Auditor's office recommends that family clinic self-pay invoices be generated and mailed out regularly. The Personal Health Department should re-evaluate procedures for collection of County revenues, and for servicing patients who have the inability to pay for their office visit and for the outstanding balances due. The Health Department is averaging an amount of \$617 per month of uncollected revenues for the family health clinic from January 2005 to June 2009. Procedures should be established at the family health clinic to require proof of income which would help ensure that patients are not misstating their income. Currently there is no policy regarding proof of patient residency. We recommend that the Commissioners' Court discuss and determine whether the County should implement a policy requiring proof of residency.

Management's Response

Proof of income is a requirement at this time. We have met with the Collection Dept of Hays County but we have to make sure all bills are up to date and balances are accurate before they can take over collection.

The Family Clinic clerk enters the patients name on the daily patient log.

Patients seen at the family health clinic are not required to sign-in on the sign-in sheet located at the front counter. Instead, the front desk clerk completes the sign-in sheet for all patients that were seen after

reviewing the daily patient files and payment information. The Personal Health department does not require patients to sign the daily patient log due to privacy issues.

Recommendation

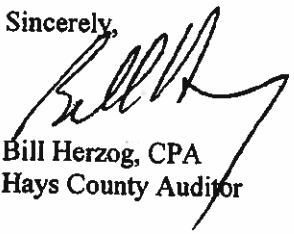
In order to increase internal controls through proper segregation of duties, the individual collecting the patient fees should not be the same individual generating a list of the patients seen. The Auditor's office recommends that the family health clinic have patients sign their name on a patient list in order to independently verify that the patient was seen. The list should be reviewed by the billing clerk in order to verify that all patients seen have a corresponding patient proof sheet. The independent verification will help prevent and detect fraud.

Management's Response

We've had samples of "confidential" sign-in sheets delivered to us so we can chose the one most suitable to our needs.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please advise us within (30) days of the date of this letter, the status of the corrective action taken on the recommendations reported.

Sincerely,



Bill Herzog, CPA
Hays County Auditor



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

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Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

January 25, 2010

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

Dear Sheriff Ratliff:

In accordance with subsections 115.002 and 351.0415 of the Texas Local Government Code, the Auditor's office performed an internal examination on the records of the Hays County Sheriff's Jail Commissary for the period of October 1, 2008 to September 30, 2009. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Herzog", is written over a horizontal line.

Bill Herzog, CPA
Hays County Auditor

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



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100
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Marisol Villarreal-Alonzo, CPA
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

April 23, 2010

Honorable Judge Beth Smith
Hays County Justice of the Peace Precinct 2
111 North Front Street
Kyle, Texas 78640

Dear Judge Smith:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 2 financial records for the period of August 1, 2008 to September 30, 2009. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Monthly Financial Reports

Several credit card payments were not included in the Monthly Financial Reports.

There were six (6) credit card payments that were made using the online payment system; payments were not reviewed and entered into the clerks' till registry when payment was received. The Treasurer's office or Auditor's office notified the JP2 clerks of overlooked credit card payments when reconciling monthly reports. Overlooked credit card payments were posted to the clerks' tills an average of 24 days after the payment was received, causing reconciling differences between several monthly reports. All reports were later reconciled once the credit card online payment system was reviewed for overlooked payments and the credit card payments were entered into the clerk's till registry.

Recommendation

The credit card online payment system should be reviewed on a daily basis in order to determine if Justice of the Peace Precinct 2 fines were made via the online credit card payment system. If credit card payments are made through the online system, those payments should be entered into the clerks' till registers on a daily basis.

Management Response

The JP2 office does and has been checking Gov Pay daily. When a defendant pays on line, we will check on Odyssey to see if the ticket has been entered, then the clerk will post the payment. Sometimes, the physical ticket has not been turned in by an officer, or entered by DPS, making it impossible to post adequately. It is extremely infrequent. We then hold a copy of the payment and check daily until the ticket has been entered, then the court will immediately post the payment.

Internal Controls

Inadequate segregation of duties.

The Justice of the Peace Precinct 2 office does not maintain adequate segregation of duties for personnel. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail process and issue receipts for the mail payments.

Recommendation

The Auditor's office recommends that the Justice of the Peace Precinct 2 office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the Justice of the Peace Precinct 2 office has personnel constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Management Response

My chief Administrator opens all mail daily and distributes it to the Court Clerk that is assigned to do mail that week. (They alternate weekly). Each day a different clerk combines all tills, after ea. balances, checks the totals and makes out deposit. I, then take the deposit to the bank.

Receipts

Several receipts were out of sequence.

Several receipts were out of sequence on the receipt journal for the period of 8/1/2008 to 9/30/2009. Receipts that were out of sequence were due to credit card payments made in the credit card online payment system that were not receipted in a timely manner. Once the clerks discovered that payments were made via the online system and not receipted, the clerks would enter the payments in their tills and backdate the payment date to when it was actually received.

Recommendation

The credit card online payment system should be reviewed on a daily basis in order to determine if Justice of the Peace Precinct 2 fines were made via the online credit card payment system. If credit card payments are made through the online system, those payments should be entered into the clerks' till registers on a daily basis. Receipts should reflect the date payment was entered into the clerks' tills.

Management Response

Please see above response pertaining to tickets on file.

Voided cash receipts did not indicate the purpose of the void.

Voided receipts did not always include an explanation or authorization of the void. This made it difficult to identify why the void was originated and authorized. Failure to include documentation and authorizations on cash transactions increases the risk factors for fraud.

Recommendation

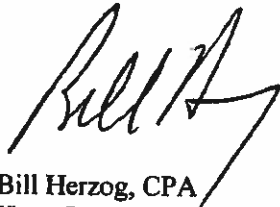
The Justice of the Peace Precinct 2 office should establish and implement procedures for the handling and the authorization of voids. Voided transactions should be well documented and adequately reviewed to help support the validity of the voided transaction.

Management Response

We have implemented a procedure to comment on the voided receipt.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Herzog", with a stylized flourish at the end.

Bill Herzog, CPA
Hays County Auditor

bh/ca



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Bill Herzog, CPA

County Auditor

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Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

August 25, 2010

Honorable Andrew W. Cable
Hays County Justice of the Peace Precinct 3
14306 Ranch Road 12, Ste. 11
Wimberley, Texas 78676

Dear Judge Cable:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 3 financial records for the period of February 1, 2009 to January 31, 2010. The internal examination consisted of reviewing receipts, deposits, fixed assets, disbursements, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Monthly Financial Reports

Receipt completed in the incorrect accounting period.

During our review, one credit card payment error was not properly or timely corrected. This was a onetime payment error where the result was one payment being applied in the wrong accounting period. When money is received from a citizen, the funds should be receipted at that time into the Odyssey system. Monthly Financial Reports were affected when the credit card payment was received in the month prior to the funds being receipted into the Odyssey system.

Recommendation

The Justice of the Peace Precinct 3 (JP3) office should accurately review payments made and reconcile the payments to the receipts in Odyssey to ensure the receipt was made in the proper accounting period. The decrease in payment errors will aid in reconciling the Monthly Financial Reports. The Gov-Pay system for credit card payments should be reviewed on a regular basis to ensure proper reporting.

JP3 Clerk issued JP5 receipts with a JP3 till.

A JP3 clerk assisted the Justice of the Peace Precinct 5 (JP5) office in receiving payments and assisting citizens. Although the clerk processed receipts with JP5 receipt numbers, a JP3 till was used and this caused a reconciling error of \$216 between the JP3 and JP5 till reports.

Recommendation

Clerks should review and ensure that their tills and receipts match the correct location of receipt. In this case, the clerk did have the JP5 role to complete tasks as a JP5 user. When logging in to the Odyssey System at the JP5 office, the system did not log the clerk in with the JP5 till. At the time of logon, the clerk did have a "role" for the JP5 till. Clerks should only have roles for their "home" JP office. If a clerk is needed to assist in another office, every effort should be made to avoid till crossovers. This discrepancy attributed to the reconciling differences for the monthly JP reports.

Monthly Receipts

Case dismissals.

There were 5 cases that did not have supporting documentation. These 5 cases were dismissed due to the defendant providing additional documentation (e.g. registration and insurance violations). The JP3 office did not maintain copies showing the proof of registration or insurance.

Recommendation

The JP3 office should maintain copies of supporting documentation for all case dismissals. Without proof of documentation for dismissals, it is difficult to ascertain whether proper documentation was provided to the office.

No case number on manual receipts.

There were eleven (11) cases that did not have the case numbers written on the manual receipt. We were able to trace the manual receipts to Odyssey through names; however, Texas Statute in the Code of Criminal Procedure (Chapter 103 and Article 103.010 "Receipt Book") requires a case number be written on the manual receipts.

Recommendation

The JP3 office should ensure that manual receipts have case numbers and other pertinent information included on the receipt. The proper information facilitates researching payments and helps ensure proper allocation and accounting for each receipt.

Incorrect amounts were allocated to companion cases.

Three companion cases did not have funds allocated properly across the cases. The notes on the documents mentioned that court costs were to be paid evenly across all three cases. However, two cases were allocated with funding and the third did not show any funds receipted. The defendant paid the correct amount but the allocation was incorrect.

Recommendation

When applying payments to cases, the clerk should ensure that the directions are being carried out in accordance with the Judge's decision to reduce the risk of applying incorrect amounts to cases.

Internal Controls

Lack of physical controls over cash.

During our review, we noted that cash drawers were not restricted only to the individuals responsible for them during the day. The clerks stated that they do have access to each other's cash drawers throughout the day. Additionally, the bags used to hold cash are not locking bags.

Recommendation

Physical controls over cash are an integral part of the County's Internal Control Framework. Although money is secured at night, cash drawers should be restricted only to the individual responsible for them throughout the day to ensure internal controls are being met. Without proper oversight and accountability of cash, there is an increased risk for the misappropriation of County funds.

Insufficient segregation of duties.

The JP 3 office does not maintain sufficient segregation of duties for personnel. The same individual can be responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail can also process and issue receipts for the mail payments.

Recommendation

The Auditor's office recommends that the JP 3 office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the JP3 office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Warrant Fees

Generic Warrant Fee Coding Errors.

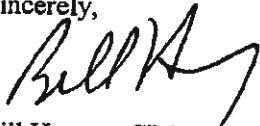
There were 3 cases where the allocation of warrant fees that were entered into Odyssey as a generic fee (WAR) should have been allocated to a different office. These fees should be allocated depending on which office completed the arrest. There was no clear reason for allocating the WAR code to the wrong agencies. The Treasurer's Office inquired with the JP3 Office whenever the WAR code was used and there were no handwritten notes on the receipt journal.

Recommendation

Allocating warrant fees should be done correctly once in the system. If for some reason it is not possible to correct the generic code of "WAR" in the system before submitting the monthly reports, the clerk should verify and indicate which arresting agencies were responsible for the arrests. The JP3 office should review the warrant fees in order to help ensure that the proper agencies are receiving the funding from the fee.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please provide a management response with corrective actions for the above findings within (30) days of the date of this letter.

Sincerely,



Bill Herzog, CPA
Hays County Auditor

bh/tds



**ANDREW W. CABLE
JUSTICE OF THE PEACE
PRECINCT 3**

August 30, 2010

Bill Herzog, CPA
County Auditor
111 E. San Antonio St., Ste. 100
San Marcos, Texas 78666

RE: Internal Examination of Justice of the Peace, Pct. 3 office

Mr. Herzog:

Please accept these responses to the recommendations made by your staff in the recent internal audit performed for my office. The staff of Precinct 3 is very cognizant of the importance of accountability in a governmentally tax funded office. It is with this in mind that we strive for perfection when accounting for monies collected to the county, maintaining all related records accurately in accordance with statutory requirements and all the while displaying complete transparency.

Monthly Financial Reports

The Justice of the Peace will be more diligent in monitoring the Online pay portals in which citizens can access the court to pay their fines. Many instances the payments are received after hours or over the weekend. In some instances these periods of time coincide with a month change causing inaccuracies with the monthly reports. Checking these pay portals even more frequently will help with this discrepancy.

JP3 clerk issued JP5 receipts with a JP3 till

This issue will not occur again, as the clerk will no longer assist other JP courts with the accepting of monies for their court. The reason that the clerk was given access to JP5, was due to the main clerk in JP5 being out of the office with a serious illness. The new clerk did not have the training necessary to be able to perform the tasks necessary for a clerk to perform. The Odyssey system was supposed to be set up correctly for the JP3 clerk to accept monies in the JP 5 till.

Monthly Receipts

When statutorily dismissing cases it has been recommended that the Court do a better job of documenting reasons for the dismissal. It is with this that this office respectfully disagrees with the Auditor's recommendation. The County has expended millions of dollars on the Odyssey computer system and the Justice of the Peace Pct. 3 office has taken the approach that we will try

and utilize this system to the fullest extent. Thus being said Odyssey allows data entry that just by the selection of the statistical closure, it communicates what action was and is taken and verification was suitable.

This office will ensure that when a manual receipt is written, it will be documented with the case number in all future instances. We have gone through the receipt book and written the case number on all previously written receipts dated Jan, 2010 and after.

The court has ensured that all clerks are aware of the proper way to create a payment plan through the Odyssey system. It will actually allow the clerk to only include courts costs on the payment plan, when the Judge directions payment of the court costs only amount. This will ensure that all future court costs are collected correctly.

Internal Controls

Through the generosity of your office, we now have locked bags for two of the clerks and the third clerk is having a locked drawer attached to the underside of her work station. This should not be an issue in future audits.

Insufficient segregation of duties

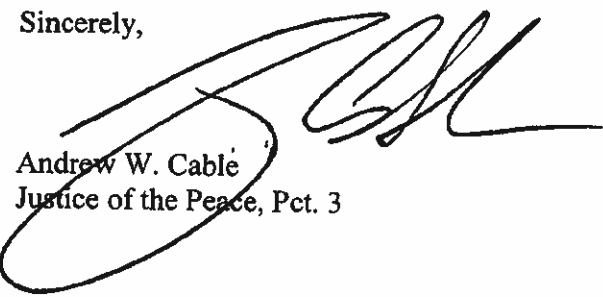
When resources are available segregation of duties are in place to minimize errors and irregularities. We will take the recommendations given by the internal auditor and ensure that all entries are double checked.

Warrant Fees

The Court will work diligently to ensure that warrant fee codes are updated prior to receipting monies. If there is a warrant fee code that has not been assigned to the proper agency prior to the receipt being done, it will be documented on the monthly report before it is submitted to the Treasurer's office at the end of the month.

It is with these changes in policy that we, at the Precinct 3 office, will continue to be mindful stewards of public funds. I would be remised if I did not communicate how proud I am of the staff here in my office. I will be starting my 13th year representing my county as an elected official. It is with the partnerships developed with your office and other county agencies that we will continue to better this county.

Sincerely,



Andrew W. Cable
Justice of the Peace, Pct. 3



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111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

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Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

April 23, 2010

Honorable Judge Margie Hernandez

Hays County Justice of the Peace Precinct 1, Place 2

110 East MLK

San Marcos, TX 78666

Dear Judge Hernandez:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 1, Place 2 financial records for the period of April 1, 2008 to September 30, 2009. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Monthly Financial Reports

Several Monthly Financial Reports did not reconcile to the clerk's till balance reports due to payment errors.

During our review, we identified seventeen (17) payment errors made to cases that were not properly or timely corrected. Payment errors were the result of payments applied to an incorrect case, receipts issued for the incorrect amount, or incorrect charges applied to the case. Monthly Financial Reports were affected when payment errors were made to cases and not corrected properly or timely, which resulted in several reports not reconciling. All reports were later reconciled once payment errors were properly corrected.

Recommendation

The Justice of the Peace Precinct 1, Place 2, (JP 1, 2) office should accurately review cases to ensure payment pertains to the proper case before it is applied to the case. In addition, clerks should verify that the charges were properly assessed for the type of case. Payment should then be applied to the case for the proper amount. The decrease in payment errors will aid in reconciling the Monthly Financial Reports.

Several credit card payments were not included in the Monthly Financial Reports.

There were twenty nine (29) credit card payments that were made using the online payment system that were not reviewed and entered into the clerks' till registry when the payment was received. The Treasurer's office or Auditor's office would notify the JP 1, 2 clerks of overlooked credit card payments when reconciling monthly reports. Overlooked credit card payments posted to the clerks' tills an average of two to three weeks after the payment was received, causing reconciling differences between several monthly reports. All reports were later reconciled once the credit card online payment system was reviewed for overlooked payments and the credit card payments were entered into the clerk's till registry.

Recommendation

The credit card online payment system should be reviewed on a daily basis in order to determine if JP 1, 2 fines were made via the online credit card payment system. If credit card payments are made through the online system, these payments should be entered into the clerks' till registers on a daily basis.

Management Response

Gov-pay online payment services will be checked twice a day to ensure that payments are applied accurately and daily. On-line payment option will not be discussed by clerk until case is actually listed in the system with the appropriate docket number assigned. This will greatly cut down on the number of on-line payments where there is not a docket/ticket number listed.

For those payments that are received (when the ticket is not yet listed in system); all attempts are made via telephone and/or e-mail address to inquire with the payor as to whom the monies need to be posted.

Internal Controls

Inadequate segregation of duties.

The JP 1, 2 office does not maintain adequate segregation of duties for personnel. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail process and issue receipts for the mail payments.

Recommendation

The Auditor's office recommends that the, JP 1, 2 office, perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although, the, JP 1, 2 office, has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Management Response

Given the number of the staff in the office, we will make every effort to implement more reviews during the month to ensure that the person receiving the mail will not post the payment. The person doing the daily deposit and monthly financial report, under ideal circumstances, will not be posting any monies. This office will make every effort to fully train two people to handle the financial deposits/reports upon the absence of the office administrator.

Receipts

Several Odyssey receipts were out of sequence.

Several receipts were out of sequence on the receipt journal for the period tested. Receipts that were out of sequence were due to credit card payments made in the credit card online payment system that were not receipted in a timely manner. Once the clerks discovered that payments were made via the online system and not receipted, the clerks entered the payments in their tills and backdated the payment date to when it was actually received.

Recommendation

The credit card online payment system should be reviewed on a daily basis in order to determine if JP 1, 2 fines were made via the online credit card payment system. If credit card payments are made through the online system, these payments should be entered into the clerks' till registers on a daily basis.

Management Response

Thorough examination of the date monies were posted on gov-pay will be back dated to the date the payment was received and accurately posted on receipt, if needed.

One receipt was out of sequence and backdated to a prior year.

Receipt number #2008-01678-JP12 for \$31.00 was out of sequence on the receipt journal. The receipt was entered on 7/1/2008 and backdated to a prior year to 9/10/2007.

Recommendation

Receipts should reflect the date payment was made. The system permits the transaction date to be altered, thus allowing for backdating of transactions to prior periods. Consequently, payments or adjustments that are backdated to a prior month would not be included in the current month's reports. Furthermore, the backdated transactions would not be noticed on prior month's reports unless prior month's data was reviewed for differences from previous reports. These weaknesses could allow someone to manipulate transaction information in order to conceal errors, fraud and could result in inaccurate revenue reporting.

Management Response

All voids and/or back dated receipts must be approved and initialed PRIOR to posting/voiding by Office Administrator/Judge. Brief summary will be noted on all voided receipts.

Manual cash receipts skipped.

We noted several manual receipts that were skipped, but still remained in the receipt book unused. These receipts were not marked "Void"

Recommendation

Receipts should be issued in sequential order. If receipts are skipped and unused they should be marked "Void." Someone independent of cash receipts should review manual receipts to ensure that receipts are issued sequentially and that all receipts written are recorded on the court system.

Management Response

There will be a notation and supervisor initials on all skipped receipts in manual receipt book. If manual receipt was issued, the Odyssey issued receipt number will be noted on the manual receipt book.

Voided cash receipts did not indicate the purpose of the void.

Voided receipts did not always include an explanation or authorization of the void. This made it difficult to identify why the void was originated and authorized. Failure to include documentation and authorizations on cash transactions increases the risk factors for fraud.

Recommendation

The JP 1, 2 office should establish and implement procedures for the handling and authorization of voids. Voided transactions should be well documented and adequately reviewed to help support the validity of the voided transaction.

Two cases that were dismissed have outstanding balances.

Case number F09-042J12 and F09-041J12 were issued on 2/11/09 and dismissed by the plaintiff on 2/13/09. The payment was not voided on 2/13/09 and the cases were dismissed with outstanding balances that were not disposed of properly in the court system. Both cases showed an outstanding balance at the time of review. The error was discussed with the clerks and an adjustment was made to correct the outstanding balance in October 2009.

Recommendation

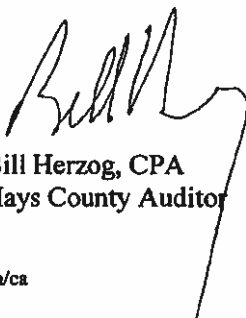
The, JP 1, 2 office, should establish and implement procedures for reviewing cases to ensure that cases are disposed of properly and no outstanding payments or balances remain.

Management Response

The two cases that were dismissed were reviewed; there is nothing on the case to indicate a balance owed.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination.

Sincerely,



Bill Herzog, CPA
Hays County Auditor

bh/ca



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Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

June 30, 2010

Board of Directors

San Marcos / Hays County EMS, Inc.

PO BOX 641

San Marcos, TX 78666-0641

We performed an internal examination of the San Marcos / Hays County EMS, Inc., financial statements for the period of October 1, 2008 through September 30, 2009. Additionally, we evaluated the organization's system of internal accounting control to the extent we considered necessary to evaluate the financial statements. Recognizing the limited size of the administrative staff, the procedures being followed are adequate to achieve general control. However, the Board of Directors should continue to be diligent in the performance of its overview function, including preparation of annual budgets, monitoring of expenditures, and review of monthly financial reports.

Our examination does not constitute an audit and consequently we do not express an audit opinion on these financial statements.

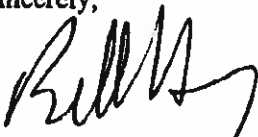
During the course of our examination, the following matters were noted and discussed with Mr. Tom Partin, Executive Director:

- Currently, the capitalization threshold is \$500. The most common threshold is \$5,000. It is recommended that the capitalization threshold be increased to \$5,000 in order to reduce the time and resources spent tracking assets less than \$5,000.
- It was noted that \$390,581.95 was listed as an equipment expense on the income statement and also included in fixed assets on the balance sheet. This causes equity to be overstated by \$390,581.95. Management chooses this method for the purpose of presenting the assets acquired during the year to the board. It is recommended that management only record fixed assets on the balance sheet and present assets acquired during the year on a separate schedule. We propose an entry to remove the expense from the income statement.

- Due to the size of the staff, there is a lack of segregation of duties in the cash handling function. It is recommended that an internal audit report showing reconciliation and cash handling review be provided to the board quarterly.
- Travel and fraud policies help organizations create a sound control environment by increasing awareness and officially declaring that unethical behavior will not be tolerated. Currently, no travel or fraud policies exist. It is recommended that the board adopt these policies and periodically review them.

We appreciate the cooperation and assistance provided to our staff during the internal examination. If there are any questions or comments please call me at 393-2283.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Herzog', with a stylized flourish at the end.

Bill Herzog, CPA
Hays County Auditor

Cc: Tom Partin, EMS Executive Director
Steve Parker, City of San Marcos Director of Finance

San Marcos / Hays Co. EMS, Inc.
Statement of Financial Position
September 30, 2009

ASSETS	
Current Assets	
Cash and cash equivalents	941,525
Investments	502,570
Accounts Receivable, net of allowance for doubtful accounts of \$668,353	537,547
Total Current Assets	<u>1,981,642</u>
Fixed Assets, net	<u>629,760</u>
TOTAL ASSETS	<u><u>2,611,402</u></u>
LIABILITIES & EQUITY	
Current Liabilities	
Retirement	3,357
Paid days off	115,124
Other - PR Liabilities	15,633
Total Current Liabilities	<u>134,114</u>
Equity	<u>2,477,289</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,611,402</u></u>

San Marcos / Hays Co. EMS, Inc.
Statement of Activities
September 30, 2009

Revenues	
Refund	(6,522)
Patient Revenue - Other	2,532,049
Total Revenues	<u>2,625,527</u>
Expenses	
Payroll Expenses	2,958,085
Insurance	277,170
Depreciation Expense	156,893
Fuel & Oil	107,495
Medical Supplies	98,689
Repairs	52,411
Utilities	48,202
Office Expense	32,279
Station rental - Medical Pkwy	23,221
Support Agreement	16,974
Uniforms	14,520
Station rental-Buda	12,000
Medical Director	10,825
Radio Service	7,834
Training	4,496
Travel	3,843
Equipment	3,515
Promotion	2,114
Reconciliation Discrepancies	1,956
Laundry	1,200
Miscellaneous	900
Total Expenses	<u>3,834,622</u>
Net Ordinary Income	<u>(1,209,095)</u>
Other Income/Expense	
Other Income	
Bad Debt Recovery	103,667
Interest Income	10,376
Other Income	33,816
SUPPORT-NHCESD#1	490,920
Support - City of Kyle	63,928
Support - City of San Marcos	375,000
Support - Guadalupe County	83,228
Support - Hays County	375,000
Support - NEHCESD#2	203,919
Total Other Income	<u>1,739,854</u>
Change in net assets	<u>530,759</u>
Unrestricted net assets, beginning of year	<u>1,946,530</u>
Unrestricted net assets, end of year	<u>2,477,289</u>

**San Marcos / Hays Co. EMS, Inc.
Notes to the Financial Statements
September 30, 2009**

(1) Summary of Significant Accounting Policies

San Marcos Hays County EMS, Inc. (the Corporation) was incorporated in the State of Texas in 1983. The Corporation was established to furnish emergency medical services in Hays County, and a portion of Guadalupe County. San Marcos Hays County EMS, Inc. has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in Sec. 501(c)(3) of the Internal Revenue code (IRC) and is exempt from federal income taxes.

Basis of Accounting

Revenues are recognized when earned rather than when received and expenses are recognized when the liability has been incurred rather than when paid.

Accounting Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with the cash basis of accounting. Those estimates and assumptions affect the reported amounts of assets and liabilities and the reported revenues and expenses. Actual results could vary from estimates that were assumed in preparing the financial statements.

Fixed Assets and Depreciation

Fixed assets are recorded at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets as follows

Equipment	4 to 5 years
Furniture	5 years
Ambulances and vehicles	3-4 years

Maintenance and repairs are charged to operations when incurred. Improvements are capitalized. Donated equipment is recorded at estimated fair market value at date of donation.

(2) Investments

Investments consist of six certificates of deposit with maturities ranging from six to seven months.

San Marcos / Hays Co. EMS, Inc.
Notes to the Financial Statements
September 30, 2009

(3) Fixed Assets

<i>Classification</i>	<i>Cost</i>	<i>Depreciation</i>	<i>Remaining Balance</i>
Equipment	\$ 502,503	\$ 250,727	\$ 251,776
Furniture	6,503	5,055	1,448
Ambulances and Other Vehicles	1,273,822	897,286	376,536
Totals	\$ 1,782,828	\$ 1,153,068	\$ 629,760

(4) Paid Days Off

Each full time employee (averaging 56 hours per week) earns, in addition to regular compensation, ten percent of base salary as paid days off. The time may be taken as time off or received in cash. Credit not used in a current year is carried forward.



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2279

www.co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

October 25, 2010

Honorable Darrell W. Ayres
Hays County Constable Precinct 3
14306 R.R. 12 #11
Wimberley, Texas 78676

Dear Constable Ayres:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Constable Precinct 3 financial records for the period of August 1, 2009 to July 31, 2010. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Internal Controls

Checkbook and check signature segregation issues.

During our review, we noted that the office's checkbook and the check signer's signature stamp are kept together with the Office Administrator. These two items should be kept separately from each other to decrease the risk of improper usage of checks.

Recommendation

Maintaining the checkbook and signature stamp separate helps ensure that checks are being signed with the knowledge of the Constable. Although the checkbook and signature stamp are kept secured at night, the possibility of fraud increases when both items are kept together. Without proper oversight and accountability of the checkbook and signature stamp, there is an increased risk for the misappropriation of funds.

Insufficient segregation of duties.

The Constable 3 Office does not maintain sufficient segregation of duties for personnel. The same individual can be responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail can also process and issue receipts for the mail payments.

Recommendation

We recommend that the Constable 3 Office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should continue to ensure the proper collection, reporting, and safeguarding of revenues. Although the Constable 3 Office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should continue to instill supervisory review and process changes that will encompass internal controls to the greatest extent possible.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please provide a management response with corrective actions for the above findings within (30) days of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Herzog', with a stylized flourish at the end.

Bill Herzog, CPA
Hays County Auditor

bh/ds



**DARRELL W. AYRES
CONSTABLE, PCT. 3
HAYS COUNTY, TEXAS**



October 27, 2010

Bill Herzog , CPA
County Auditor

Dear Bill,

This letter is in response to the findings in the internal audit of the Precinct 3 constable's office of Hays County.

First I would like to say that I enjoyed working with Todd Sherman. He was very courteous and professional through out the audit process.

I would like to address the findings and recommendations of the audit.

First thing to address in the letter of response is that at the beginning of the letter you are referring to Constable Precinct 4. This is indeed Constable Precinct 3. I am sure it was just a typo error.

The check book has been taken from the office of my administrative assistant and secured in my office; Thus separating it from the signature stamp. Once again I would like to reiterate that the check book does not contain County funds, only LEOSE funds.
That was the easy part to correct.

The second recommendation calls for segregation of duties. My response to this is that I only have one administrative assistant. In order to segregate the duties according to your findings, I am going to request in the next budget another administrative assistant position based on your findings.

And last but not least, your recommendations state that I should continue to instill supervisory reviews. I review the works of this office and controls every single day. I am aware of all money that comes into the office and all that goes out. I review all documentations of the moneys, papers, (both civil and criminal), receipts, and all workings of this office on a daily basis.

I believe that the Constable, precinct 3 office is run very efficiently, secure and professionally. I have taken the recommendations to heart, and will act on them as best I can with the limited personnel that I have.

Sincerely,

A handwritten signature in cursive script that reads "Darrell W. Ayres".

Darrell W. Ayres
Constable, Precinct 3
Hays County, Texas

P.O. Box 1316 / 14306 Ranch Road 12, # 11, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell_ayres@co.hays.tx.us



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Marisol Villarreal-Alonzo, CPA
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

October 25, 2010

Shelly Williams
Chief Juvenile Probation Officer
Hays County Juvenile Probation
302 West San Antonio St.
San Marcos, TX 78666

Dear Mrs. Williams:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Juvenile Probation office's financial records for the period of September 1, 2009 to August 31, 2010. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Internal Controls

Inadequate segregation of duties.

The Juvenile Probation office does not maintain adequate segregation of duties for personnel. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, and preparing the deposit.

Recommendation

The Auditor's office recommends that the Juvenile Probation office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the Juvenile Probation office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Deposits were not made in a timely manner

On three different occasions, county funds were not deposited with the County Treasurer in accordance with LGC 113.022. On each of these occasions the funds were in the possession of the Juvenile Probation office for over seven business days. On one of these occasions, county funds were in the office's possession for eleven business days before being remitted to the Treasurer's office.

Recommendation

The county recommends that the Juvenile Probation Office deposits county funds in accordance with Local Government Code 113.022. Local Government Codes 113.022 States:

§ 113.022. TIME FOR MAKING DEPOSITS. A county officer who receives funds shall deposit the funds with the county treasurer on or before the next regular business day after the date on which the funds are received. If this deadline is not met, the officer must deposit the funds, without exception, on or before the seventh business day after the day on which the funds are received. However, in a county with fewer than 50,000 inhabitants, the commissioners court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 30 days after the date the funds are received.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Inadequate safeguarding of county funds

The Juvenile Probation office does not maintain adequate safeguarding of county funds. Money is kept in a lockbox that is kept in a locked file cabinet that other employees have access to. The locked file cabinet is the primary location where all juvenile case information is stored, permitting all probation officers and staff access.

Recommendation

The Auditor's office recommends that all county funds be in a locked secure location which allows only a few individuals access. Funds should be safely secured in order to reduce the risk of lost, misplaced or stolen funds.

Lack of security when transporting deposits.

County funds are not transported in a locked bag when being taken to the Treasurer's office. Funds are transported in a money bag by a Juvenile Probation Officer.

Recommendation

The Auditor's office recommends that deposits be transported to the Treasurer's office for deposit in a secure manner. A locked bag will ensure that all funds will be secure while being transported. This weakness raises risk factors for an individual to easily tamper with county funds while in transit or if robbed, money can easily be accessed.

Receipts

Voided cash receipts did not indicate the purpose of the void.

Voided receipts did not include an explanation or authorization of the void. This made it difficult to identify why the void was originated and authorized. Failure to include documentation and authorizations on cash transactions increases the risk factors for fraud.

Recommendation

The Juvenile Probation office should establish and implement procedures for the handling and authorization of voids. Voided transactions should be well documented and adequately reviewed to help support the validity of the voided transaction.

Inadequate safeguarding of unused receipts

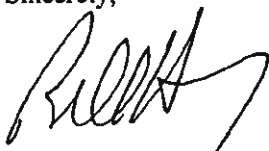
The Juvenile Probation office does not keep unused receipts in a secure location. Unused manual receipts are kept in a store room that isn't locked.

Recommendation

The Auditor's office recommends that all unused receipts be locked in a secure location when not in use. This weakness could allow someone to manipulate transaction information in order to conceal errors, fraud and could result in inaccurate revenue reporting

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please advise us within (30) days of the date of this letter, the status of the corrective action taken on the recommendations reported.

Sincerely,



Bill Herzog, CPA
Hays County Auditor
bh/ca

October 27, 2010

Carmen Alvarez
Hays County Internal Auditor
111 E. San Antonio St, Ste 100
San Marcos, TX 78666

RE: Internal Examination 09/2009-08/2010

Dear Ms. Alvarez:

The following corrective action has been taken:

1. Segregation of Duties – The Administrative Assistant will be responsible for bookkeeping, authorizing transactions and recording transactions. The Assistant Probation Officer will be responsible for deposits. In the absence of the Assistant Probation Officer, a supervisor shall be responsible for deposits.
2. Deposits made in a timely manner – Deposits shall be made every 5 business days at a minimum.
3. Safeguarding of County Funds – A more secure lockbox has been purchased with a combination. The lockbox shall be kept in a locked file cabinet inside the store room. Very few individuals will have access to the file cabinet.
4. Security when transporting deposits – A locked bag has been purchased and shall be used to transport deposits to the Treasurer's office. A key has been given to the Treasurer's Office.
5. Voided cash receipts – Voided receipts shall include an explanation or authorization of the void. The voided receipts shall be reviewed by the Assistant Probation Officer.
6. Safeguarding of unused receipts – Unused receipts shall be locked in the same file cabinet as the money box. Very few individuals shall have access to the file cabinet.

Thank you for your recommendations and assistance during this process.

Sincerely,

Shelly Williams
Chief, Hays County
Juvenile Probation

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 submit an EMPG grant application to the Office of the Governor, Division of Emergency Management for up to \$ 36,305.

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: No match is required

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Turner/ Hauff

SPONSORED BY: Cobb

SUMMARY:

This grant is a continuing grant for Hays County qualifies for each year; we have been receiving this grant funding for the EMPG Program since 2002. These grant funds are used to pay a portion of the salary and benefits for the County's Emergency Management Coordinator.

FISCAL YEAR 2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): Hays County, Texas		3. DISASTER DISTRICT:
2. COUNTY: Hays		
4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant		
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year) Kyle, Buda, Woodcreek, Wimberley, Mountain City, Uhland, Niederwald, Dripping Springs, City of Hays		
6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2011 Emergency Management Performance Grant (EMPG) Guide for information on completing these forms)		
<input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - A current job description is required for each staff member listed in the FY 2011 EMPG Staffing Pattern (TDEM-66) <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: X FEMA Form 20-16A, Assurances - Non-Construction Programs X FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input checked="" type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official required only if the applicant performs lobbying to influence federal actions <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form		
7. CERTIFICATION: This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.		
Bert Cobb, M.D. Authorized Official (Original Signature)	Date	Jeff W. Turner Emergency Management Coordinator (Original Signature)
		Date 1-19-11
8. APPROVAL: The attached Fiscal Year 2011 Statement of Work & Cumulative Progress Report is approved		
<input type="checkbox"/> Assistant Director/Chief <input type="checkbox"/> State Coordinator for Preparedness and Operations		Date

TDEM-17
11/10

Mail completed forms and application materials to:

EMPG Program Administrator
Preparedness Section
Texas Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

Page 1 of 1

**FISCAL YEAR 2011
DESIGNATION OF EMPG GRANT OFFICIALS**

APPLICANT NAME (Jurisdiction): Hays County, Texas	
EMERGENCY MANAGEMENT COORDINATOR	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. *If newly appointed attach form DEM-147
Official Mailing Address	Jeff W. Turner 102 N. LBJ Dr., Ste. 303 San Marcos, Texas 78666
Daytime Phone Number	(512) 393-7300
Fax Number	(512) 393-7304
E-mail Address	Jeff.turner@co.hays.tx.us
GRANT FINANCIAL OFFICER (CANNOT BE EMC)	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms.
Title	Auditor
Official Mailing Address	Bill Herzog 111 E. San Antonio St., Ste. 100 San Marcos, Texas 78666
Daytime Phone Number	(512) 393-2283
Fax Number	(512) 393-2279
E-mail Address	bherzog@co.hays.tx.us
AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms.
Title	County Judge
Official Mailing Address	Bert Cobb, M.D. 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666
Daytime Phone Number	(512) 393-2205
Fax Number	(512) 393-2282
E-mail Address	Bert.cobb@co.hays.tx.us

FISCAL YEAR 2011 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

APPLICANT NAME (Jurisdiction): Hays County				
Document	Submitted By	Date	TDEM Review By	Date
Statement of Work	Jeff Turner	01/11/2011		
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT	
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will submit an EMPG Application, two Progress Reports, two Staffing Commitment Certifications, and four Quarterly Financial Reports Our jurisdiction has appointed a NIMSCAST point of contact, established a NIMSCAST account, and is 100% compliant with FY 2009 NIMSCAST objectives and metrics
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> This Progress Report # 1 is being submitted to the TDEM Preparedness Section <input type="checkbox"/> First & Second Quarter Financial Reports have been submitted to TDEM Support Services
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> This Progress Report # 2 is being submitted to the TDEM Preparedness Section <input type="checkbox"/> Third & Fourth Quarter Financial Reports have been submitted to TDEM Support Services

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM	
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will maintain current legal documents establishing our emergency management program <input checked="" type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics <input checked="" type="checkbox"/> Our TRRN registration completed and resources entered <input checked="" type="checkbox"/> Our legal documents are current & on file with TDEM; no additional action is required <input type="checkbox"/> Our jurisdiction will prepare or update & submit to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #1 October 1 -- March 31	<input type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics <input type="checkbox"/> Our TRRN registration completed and resources entered <input type="checkbox"/> Our legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Our jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #2 April 1- September 30	<input type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics <input type="checkbox"/> Our TRRN registration completed and resources entered <input type="checkbox"/> Our legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Our jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:

TDEM-17A
11/10

Mail completed form to:

EMPG Program Administrator
 Preparedness Section
 Texas Division of Emergency Management
 Texas Department of Public Safety
 P O Box 4087
 Austin, TX 78773-0223

Page 1 of 6

TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Option 1: Our jurisdiction will conduct 30 hours of hazard awareness activities for local citizens OR <input type="checkbox"/> Option 2: Our jurisdiction will prepare & distribute public education/information materials to a substantial portion of the community. In the space below, describe the materials to be distributed:
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Our jurisdiction completed the following hazard awareness or public education/information activities:
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Our jurisdiction completed the following hazard awareness or public education/information activities:
TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input checked="" type="checkbox"/> We will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> D <input type="checkbox"/> E <input checked="" type="checkbox"/> F <input type="checkbox"/> G <input checked="" type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input checked="" type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input checked="" type="checkbox"/> U <input type="checkbox"/> V <input checked="" type="checkbox"/> Other documents: HMAP NOTE: Plans & annexes dated prior to September 30, 2005, must be revised or updated this year. All Plans and Annexes must be NIMS compliant.
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents:
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents:

TASK 5—EXERCISE PARTICIPATION & SCHEDULE							
<input checked="" type="checkbox"/> Work Plan	<p>Our required three-year exercise schedule is listed below Our jurisdiction will conduct & report participation in a tabletop exercise and a functional or full-scale exercise this fiscal year or obtain exercise credit for actual events for these exercises</p> <p><input type="checkbox"/> Our required exercise schedule includes make up exercises from FY _____</p> <p>NOTE: A Full-Scale exercise must be conducted every three (3) years.</p>						
REQUIRED EXERCISE SCHEDULE							
Period	Exercise Type	Exercise Scenario*			Quarter of Year		
Fiscal Year 2010 (October 1, 2009 - September 30, 2010)	<input type="checkbox"/> Tabletop	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Functional	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input checked="" type="checkbox"/> Full-Scale	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input checked="" type="checkbox"/> TR	<input type="checkbox"/> HM	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Fiscal Year 2011 (October 1, 2010 - September 30, 2011)	<input type="checkbox"/> Tabletop	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Functional	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input checked="" type="checkbox"/> Full-Scale	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input checked="" type="checkbox"/> TR	<input type="checkbox"/> HM	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Fiscal Year 2012 (October 1, 2011 - September 30, 2012)	<input checked="" type="checkbox"/> Tabletop	<input type="checkbox"/> NH	<input checked="" type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Functional	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Full-Scale	<input type="checkbox"/> NH	<input type="checkbox"/> TH	<input type="checkbox"/> NS	<input type="checkbox"/> TR	<input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Our last Full-Scale exercise was conducted on (date): _____ Scenario*: _____							
*Scenarios: NH=Natural Hazard, TH=Technological Hazard, NS=National Security, TR=Terrorism, HM=Public Health or Medical							
<input type="checkbox"/> Progress Report #1 October 1 – March 31	We conducted the following exercises and provided documentation to TDEM:						
	Exercise	Date	# of Participants	# of Jurisdictions			
	<input type="checkbox"/> Tabletop						
	<input type="checkbox"/> Functional						
	<input type="checkbox"/> Full-Scale						
	<input type="checkbox"/> Tabletop						
<input type="checkbox"/> Progress Report #2 April 1 – September 30	We conducted the following exercises and provided documentation to TDEM:						
	Exercise	Date	# of Participants	# of Jurisdictions			
	<input type="checkbox"/> Tabletop						
	<input type="checkbox"/> Functional						
	<input type="checkbox"/> Full-Scale						
	<input type="checkbox"/> Tabletop						
<input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for an actual event <input type="checkbox"/> Our jurisdiction requested functional or full-scale exercise credit for an actual event on _____ and our request <input type="checkbox"/> is pending <input type="checkbox"/> was approved and documentation of approval is attached							

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL		
<input checked="" type="checkbox"/> Work Plan	EMPG-funded emergency management personnel will participate in the following training during FY 2010:	
	Position/Name	Course Name or Number
	Jeff Turner	Basic Response to Agricultural Terrorism
	Jeff Turner	Mass Fatality Incident Response
	Jeff Turner	Incident Response to Terrorist Bombing
	Jeff Turner	E-900 Emmitsburg
<input type="checkbox"/> Progress Report #1 October 1 – March 31	Emergency management personnel completed the following training and documentation is attached:	
	Position/Name	Course Name or Number Date Completed
<input type="checkbox"/> Progress Report #2 April 1 – September 30	Emergency management personnel completed the following training and documentation is attached:	
	Position/Name	Course Name or Number Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL					
<input checked="" type="checkbox"/> Work Plan		Our jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.			
<input type="checkbox"/> Progress Report #1 October 1 – March 31		The following formal training courses were taught or contracted:			
		Date	Course Title	Class Description	# Trained
<input type="checkbox"/> Progress Report #2 April 1 – September 30		The following formal training courses were taught or contracted:			
		Date	Course Title	Class Description	# Trained
TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT					
<input checked="" type="checkbox"/> Work Plan		Our jurisdiction will participate in the following emergency management organizational development activities: Texas Homeland Security Conference, Regional taskforces and planning workgroups.			
<input type="checkbox"/> Progress Report #1 October 1 – March 31		Our jurisdiction completed the following staff development activities:			
<input type="checkbox"/> Progress Report #2 April 1 – September 30		Our jurisdiction completed the following staff development activities:			

APPLICANT NAME:

REMARKS
(Use an Additional Sheet If Necessary)

FY 2011 EMPG Staffing Commitment Certification

Performance Period:		<input checked="" type="checkbox"/> October 1, 2010-March 31, 2011		<input checked="" type="checkbox"/> April 1, 2011-September 30, 2011	
Jurisdiction: Hays County, Texas					
		% Time Planning Activities	% Time Training Activities	% Time Exercise Activities	% Time Response Activities
Name: Jeff W. Turner		30 %	20%	10%	10%
Position: Emergency Management Coordinator					20%
Name:					
Position:					
Name:					
Position:					
Name:					
Position:					
Name:					
Position:					
Name:					
Position:					
Name:					
Position:					
Name:					
Position:					

I, Bert Cobb, Hays County Judge, certify the above listed information is true and accurate for the FY 2011 performance period indicated above.
(Name) (Title)

Signature of Authorized Official _____ Date _____
Complete, sign, and attach completed form to semiannual Cumulative Progress Report (TDEM-17A)

FISCAL YEAR 2011
APPLICATION FOR FEDERAL ASSISTANCE
(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: <p style="text-align: center;">97.042</p>	2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>				
3. FEDERAL FISCAL YEAR: FY 2011	4. START DATE: OCTOBER 1, 2010	5. END DATE: SEPTEMBER 30, 2011				
6. APPLICANT INFORMATION						
a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): <p style="text-align: center;">Hays County, Texas</p>		b. Name & Telephone Number of Emergency Management Coordinator: <p style="text-align: center;">Jeff W. Turner (512) 393-7300</p>				
c. Mailing Address: <p style="text-align: center;">102 N. LBJ Dr., Ste. 303 San Marcos, Texas 78666</p> Employer Identification Number/Tax ID# 74-6002241		d. Physical Address (if different from Mailing Address): <p style="text-align: center;">102 N. LBJ Dr., Ste. 303 San Marcos, Texas 78666</p>				
7. EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds):						
a. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties:						
	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	1	100%				
2) Part Time						
b. Total Number of EMPG-Funded Personnel						
8. ESTIMATED EXPENSES:						
a. Salary & Benefits (from line 18, form TDEM-66)					72,611	
b. Travel Expenses (from line 19 form TDEM-66)						
c. Other Expenses (from section 11 on reverse)						
d. Total Expenses (A + B + C)					72,611	
e. Federal Share (D x .50)					36,305	
9. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.						
a. Typed Name of Authorized Official:			Bert Cobb, M.D.			
b. Title of Authorized Official:			Hays County Judge			
c. Original Signature of Authorized Official:						
d. Date Signed:						

1. Except as indicated below, entries are self-explanatory.
2. Item 7A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item 8A: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66).
4. Item 10 A, B, & C. This form must be signed by an Authorized Official, who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – *not* Emergency Management Coordinators.

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribe Governments* (OMB Circular A-87). Salaries and expenses for elected officials are not allowed. Any proposed expenditure in the amount of \$5,000.00 or more must be listed in this section. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the DHS Authorized Equipment List (AEL) available on the Responder Knowledge Base at https://www.rkb.us/contentdetail.cfm?content_id=210237&GetAELSELcats=1. You must be a registered user to access this listing.

[illegible]

FISCAL YEAR 2011 EMPG STAFFING PATTERN

1. APPLICANT NAME (as it appears on EMPG Application): Hays County, Texas				2. COUNTY: Hays			
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)		4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est. EM Travel Costs
Name: Jeff W. Turner							
Position: Emergency Management Coordinator		53,411	19,200	72,611	100.00	72,611	0
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
A. SUBTOTAL						72,611	0
10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits For EM (14x15)	17. Est. EM Travel Costs
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
B. SUBTOTAL							
TOTAL Add Subtotals in A & B above						18. 72,611	19. 0
CERTIFICATION: I certify that no individual listed above holds an elected office.							
Signature of Authorized Official:							
Date Signed:							

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	County of Hays
Staff Member Name	Jeff W. Turner
Position Title	Emergency Management Coordinator
Description Prepared By	Human Resources – Sheri Miller
Date Prepared	

JOB DESCRIPTION

☒ Current Job Description Attached

☐ See Below

A. Provide a general description of the duties performed by this staff member.

Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations and serves as a liaison to the Capital Area Council of Governments. Develops and maintains funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our services area. Is a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0982
Grade: 113
FLSA: Exempt
Safety Sensitive

Prepared By: Human Resources
Date Prepared: February 2005
Date Revised: 03/09

EMERGENCY MANAGEMENT COORDINATOR

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is **ILLUSTRATIVE ONLY**, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations Center during disasters to coordinate Hays County emergency operations. Reports to the Hays County Judge, and serves as a liaison to the Capital Area Council of Governments. Develops and maintains funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our service area. Is a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

Responsibilities

- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Hays County Emergency Management and Homeland Security operations.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Hays County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.
- Develops and delivers training on Emergency Management programs and procedures to Hays County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures NIMS training compliance
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Hays County departments and officials, and public officials.
- Represents Hays County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.
- Manages Homeland Security Grants; and researches and makes recommendations on all future Homeland Security Grant funding sources.
- Evaluates and coordinates weapons of mass destruction and hazardous materials training needs for County agencies.
- Coordinates and trains the Hazardous Materials Response Team.
- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.

- Attends appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Incident Command Post and the Hays County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Hays County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Maintains Hays County hazardous materials records and assists local fire departments with inspections and risk analysis of potential hazardous materials emergencies, hazardous materials sites, and assists in the development of operational plans for hazardous materials incidents.
- Maintains operational response protocols dealing with Homeland Security that effect all hazard situations in Hays County.
- Prepares various reports to fulfill documentation requirements and ensures all local, state, and federal laws are being met in regards to hazardous material management for Hays County.
- Inspects records of all hazardous material incident operations and required operational reports.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Performs administrative tasks and other duties.

Knowledge Required

- Professional knowledge of public administration and governmental agencies.
- Professional knowledge of Incident Command System (ICS).
- Professional knowledge of legislative process.
- Professional knowledge principles and techniques of planning.
- Professional knowledge of modern planning research methods, data collections, and analysis.
- Professional knowledge of strategic planning techniques.
- Professional knowledge of purchasing and RFP process.
- Professional knowledge of budgeting processes.
- Professional knowledge of Federal, State, and Local applicable laws and regulatory codes.
- Professional knowledge of hazardous waste operations and emergency response in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120.
- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.
- General knowledge of supervisory principles, practices, and techniques.
- General knowledge of business letter writing, grammar, punctuation and report preparation.

Required Skill

- Professional skill in developing short-range and long-range comprehensive plans in development of innovative solutions.
- Professional skill in program planning, developing, and implementing.
- Professional skill in both verbal and written communication.
- Professional skill to coordinate the development and making of presentations.
- Professional skill to coordinate work with others.
- Professional skill in conducting interviews and group meetings.
- Professional skill to initiate and develop projects and programs.
- Professional skill to work under unique and challenging situations.
- Professional skill to speak and conduct media briefings.
- General skill in operating basic office equipment and in preparing documents using word processing, spreadsheet, and database programs.
- General skill in compiling data and information into clear and comprehensive reports.
- General skill in the maintenance of records.

Education and/or Experience

- Bachelor's degree from an accredited college or university in Emergency Management, Planning, Public Policy/Administration, Government, Business Administration or a related field.

- Five years experience in strategic planning, hazmat operations, project management, or program development.

One of the following can be substituted for a Bachelor's degree:

- Four years work experience with a non-profit, local, state, or federal government Emergency Management agency.
- Certification as an Emergency Manager by the Texas Association of Emergency Managers or the International Association of Emergency Managers.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or completion within 2 years.
- Hazardous Material Technician or Hazardous Materials Incident Command training in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120(q), NFPA 472 preferred.
- Completion of the Professional Development Series of courses conducted by the Federal Emergency Management Agency preferred.

Supervision

- The Emergency Management Coordinator is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Will be required to carry a pager and always be on call..

Guidelines

The Emergency Management Coordinator uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Emergency Management Coordinator must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must be able handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk
- Hear.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative functions and personnel assessments.

The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.


Employee Signature

4-15-09
Date


List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

U.S. Department of Homeland Security
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206
Expires February 28, 2007

FOR
FY

CA FOR (Name of Applicant)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I ☒ FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II ☒ FEMA Form 20-16B, Assurances-Construction Programs
- Part III ☒ FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV ☐ SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Bert Cobb, M.D.

Typed Name of Authorized Representative

Hays County Judge

Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U.S. DEPARTMENT OF HOMELAND SECURITY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

102 N. LBJ Dr., Ste. 303

San Marcos, Texas 78666

Check ☐ if there are workplaces on file that are not identified here

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only: _____			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Hays County, Texas
---------------------------	--------------------

Check one of the two blocks below

☐

This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts. State travel regulations are available at <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

OR

☒

This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Name of Grant Financial Officer (Printed or Typed)	Bill Herzog, Auditor
Original Signature of Grant Financial Officer	
Date Signed	

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on February 8, 2011 to establish traffic regulations on Tiger Lane.

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY:

To establish: a 20 MPH school zone speed limit w/ flasher light and accompanying pedestrian signs on Tiger Lane, at the request of the Dripping Springs ISD (see attached map).

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



TRAFFIC CONTROL PLAN & PARKING IMPROVEMENTS

Cunningham Allen, Inc.
Engineers • Surveyors
Tel: (512) 327-2936
www.cunningham-allen.com
TPOD ROC: NY F324

TOP SECRET NO 1234
DO NOT RELEASE TO CUNNINGHAM & ALLISON, INC.

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:

11-2-2 Great Hills Subdivision, Section IV (57 Lots). Discussion and possible action to consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza

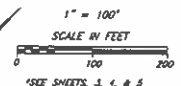
SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

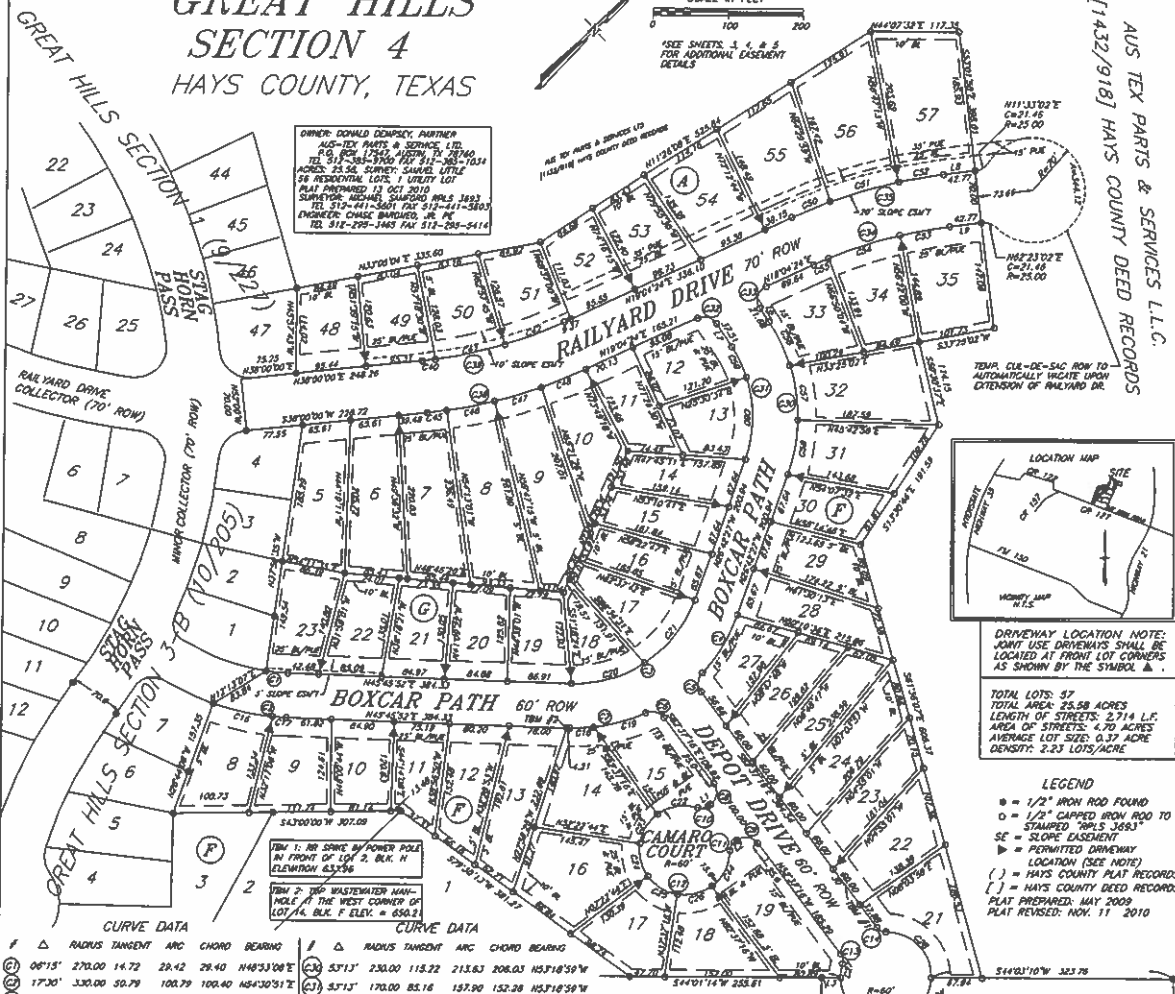
The Great Hills subdivision is a 6 section division located adjacent to the Railyard Subdivision at Railyard drive and High Road in Precinct 2. Section Four consists of 57 lots totaling 25.58 acres. The average lot size is 0.37 acres. The entire division is served by Goforth Water Supply Corporation and Wastewater service is provided by a TCEQ approved public wastewater system.

GREAT HILLS SECTION 4 HAYS COUNTY, TEXAS

OWNER: DONALD DEMPSEY, PARTNER
AUS-TEX PARTS & SERVICES, L.L.C.
P.O. BOX 17562, AUSTIN, TX 78760
TEL 512-385-5700 FAX 512-385-7034
ADDRESS: 25.56 AC. SURVEY: SHARON LITTLE
PLAT PREPARED: 13 OCT 2010
SURVEYOR: MICHAEL CALFORD RLS 3893
TEL 512-441-5601 FAX 512-441-5603
ENGINEER: CHASE BARNHART JR. PE
TEL 512-295-3465 FAX 512-295-2414



AUS-TEX PARTS & SERVICES L.L.C.
[432/918] HAYS COUNTY DEED RECORDS



DRIVEWAY LOCATION NOTE:
JOINT USE DRIVEWAYS SHALL BE
LOCATED AT FRONT LOT CORNERS
AS SHOWN BY THE SYMBOL.

TOTAL LOTS: 57
TOTAL AREA: 25.56 ACRES
LENGTH OF STREETS: 2,714 L.F.
AREA OF STREETS: 4.70 ACRES
AVERAGE LOT SIZE: 0.37 ACRE
DENSITY: 2.23 LOTS/ACRE

LEGEND
● = 1/2" IRON ROD FOUND
○ = 1/2" CAPPED IRON ROD TO SET
STAMPED "HMS 3063"
SE = SLOPE EASEMENT
▶ = PERMITTED DRIVEWAY
LOCATION (SEE NOTE)
() = HAYS COUNTY PLAT RECORDS
() = HAYS COUNTY DEED RECORDS
PLAT PREPARED: MAY 2009
PLAT REVISED: NOV. 11 2010

CURVE DATA

F	Δ	RADIUS	TANGENT	ARC	CHORD	BEARING
1	06°15'	270.00	14.72	28.42	28.40	N48°33'08"E
2	17°30'	330.00	30.79	100.79	100.40	N44°03'51"E
3	22°28'	170.00	124.59	318.03	200.98	N08°31'43"E
4	23°54'	330.00	46.65	92.03	91.44	N15°14'51"W
5	78°51'	20.00	18.44	22.52	25.40	N43°11'56"W
6	78°05'	20.00	18.22	22.26	25.20	N58°20'18"E
7	26°28'	230.00	54.09	106.24	105.30	N33°31'52"E
8	90°00'	20.00	20.00	31.42	28.28	S37°37'16"E
9	90°00'	20.00	20.00	31.42	28.28	N37°37'16"E
10	57°08'	15.00	7.50	13.91	13.42	N35°26'33"E
11	57°08'	15.00	7.50	13.91	13.42	N19°11'10"W
12	204°16'	60.00	299.77	72.00	382.37	S18°37'18"E
13	57°08'	15.00	7.50	13.91	13.42	S36°03'22"E
14	57°08'	15.00	7.50	13.91	13.42	S70°48'50"W
15	286°16'	60.00	299.77	72.00	382.37	N07°22'44"W
16	14°18'	330.00	41.45	82.46	82.25	N06°06'20"E
17	05°11'	330.00	9.17	18.33	18.33	S47°12'21"E
18	08°10'	230.00	16.43	32.80	32.77	S41°40'46"W
19	18°18'	230.00	37.04	73.45	73.14	N08°28'46"E
20	35°25'	170.00	54.27	108.08	103.40	N28°03'35"E
21	37°04'	170.00	56.98	108.97	108.08	N08°10'35"W
22	57°08'	60.00	30.00	55.64	53.67	N35°36'38"E
23	45°00'	60.00	24.83	47.12	45.92	N15°07'18"W
24	45°00'	60.00	24.85	47.12	45.92	S60°27'16"E
25	45°00'	60.00	24.85	47.12	45.92	N74°29'44"E
26	45°00'	60.00	24.83	47.12	45.92	N39°24'44"E
27	18°14'	60.00	9.83	19.09	19.01	S38°36'41"E
28	97°31'	60.00	61.60	85.83	85.86	S89°57'25"E

CURVE DATA

F	Δ	RADIUS	TANGENT	ARC	CHORD	BEARING
29	57°13'	230.00	115.22	213.63	206.03	N57°18'59"W
30	57°13'	170.00	85.16	157.90	152.38	N57°18'59"W
31	81°00'	20.00	17.08	28.28	25.98	N29°14'27"E
32	99°00'	20.00	23.42	34.56	30.42	N30°25'33"W
33	17°54'	605.00	85.25	188.85	188.18	N28°01'13"E
34	17°54'	675.00	108.27	210.61	209.55	N28°01'13"E
35	18°56'	675.00	112.51	222.98	221.57	N28°32'12"E
36	18°56'	605.00	100.85	199.85	198.95	N28°32'12"E
37	04°14'	605.00	9.87	17.74	17.74	N37°09'26"E
38	04°14'	605.00	47.07	93.74	93.64	N31°47'18"E
39	08°11'	605.00	43.26	86.34	86.31	N23°00'48"E
40	57°08'	60.00	30.00	55.64	53.67	N19°11'10"W
41	57°08'	675.00	13.06	26.12	26.12	N36°53'30"E
42	57°08'	675.00	32.84	65.63	65.60	N32°59'52"E
43	57°08'	675.00	32.83	65.62	65.59	N37°25'40"E
44	57°08'	675.00	32.83	65.62	65.59	N21°51'20"E
45	04°42'	675.00	27.34	55.45	55.43	N21°25'35"E
46	08°04'	675.00	47.56	94.98	94.88	N27°48'35"E
47	05°08'	675.00	30.22	60.41	60.38	N42°41'37"E
48	05°08'	605.00	33.70	67.34	67.30	N43°46'44"E
49	09°27'	605.00	50.04	99.85	99.73	N25°31'45"E
50	02°04'	605.00	10.89	21.77	21.77	N20°08'19"E
51	18°18'	230.00	37.04	74.42	74.08	N05°18'19"W
52	18°18'	230.00	37.54	74.42	74.08	N35°38'35"W
53	15°28'	170.00	23.00	45.88	45.75	N27°11'34"W
54	07°45'	170.00	38.13	112.02	110.00	N45°25'03"W

LOT AREA TABLE

LOT	AREA (AC)	LOT	AREA (AC)
LOT 48:	0.24 AC.	LOT 12:	0.25 AC.
LOT 49:	0.25 AC.	LOT 13:	0.22 AC.
LOT 50:	0.25 AC.	LOT 14:	0.21 AC.
LOT 51:	0.25 AC.	LOT 15:	0.22 AC.
LOT 52:	0.24 AC.	LOT 16:	0.22 AC.
LOT 53:	0.27 AC.	LOT 17:	0.25 AC.
LOT 54:	0.34 AC.	LOT 18:	0.19 AC.
LOT 55:	0.38 AC.	LOT 19:	0.23 AC.
LOT 56:	0.45 AC.	LOT 20:	0.24 AC.
LOT 57:	0.48 AC.	LOT 21:	0.24 AC.
		LOT 22:	0.25 AC.
		LOT 23:	0.26 AC.
LOT 8:	0.28 AC.		
LOT 9:	0.28 AC.		
LOT 10:	0.23 AC.		
LOT 11:	0.21 AC.		
LOT 12:	0.28 AC.		
LOT 13:	0.33 AC.		
LOT 14:	0.37 AC.		
LOT 15:	0.28 AC.		
LOT 16:	0.38 AC.		
LOT 17:	0.27 AC.		
LOT 18:	0.27 AC.		
LOT 19:	0.38 AC.		
LOT 2:	0.34 AC.		
LOT 3:	0.37 AC.		
LOT 4:	0.39 AC.		
LOT 5:	0.44 AC.		
LOT 6:	0.44 AC.		
LOT 7:	0.44 AC.		
LOT 10:	0.27 AC.		
LOT 11:	0.22 AC.		
LOT 1:	4.88 AC.		

LOT 20
4.88 AC.

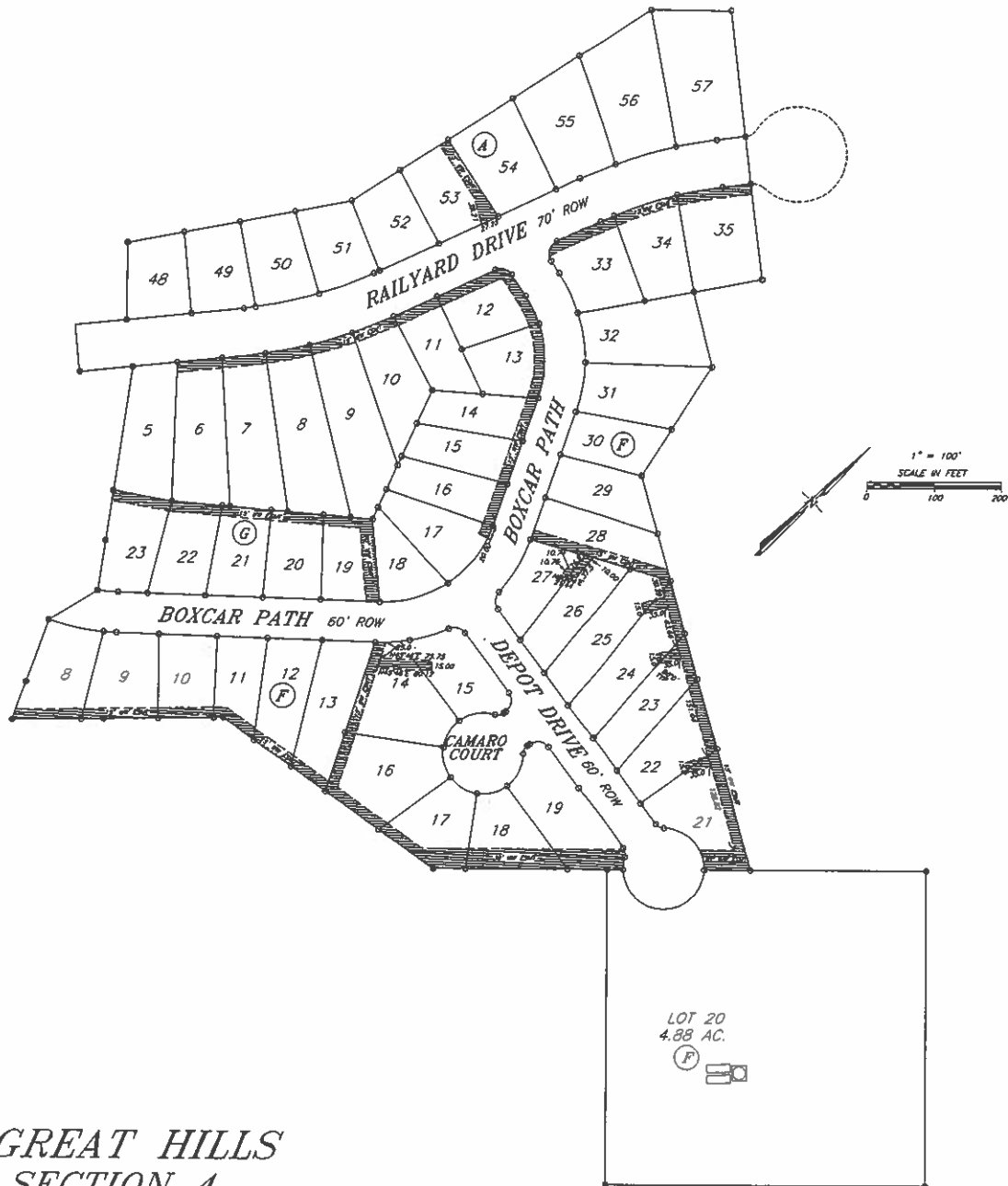
RAILYARD WASTEWATER TREATMENT PLANT

3368/364 HAYS COUNTY REAL PROP. REC.

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N07°22'44"E	11.12	L7	N79°55'30"W	37.52
L2	N07°22'44"E	11.12	L8	N36°58'02"E	42.77
L3	S44°01'14"W	24.99	L9	N36°58'02"E	42.77
L6	N79°55'30"W	21.68			

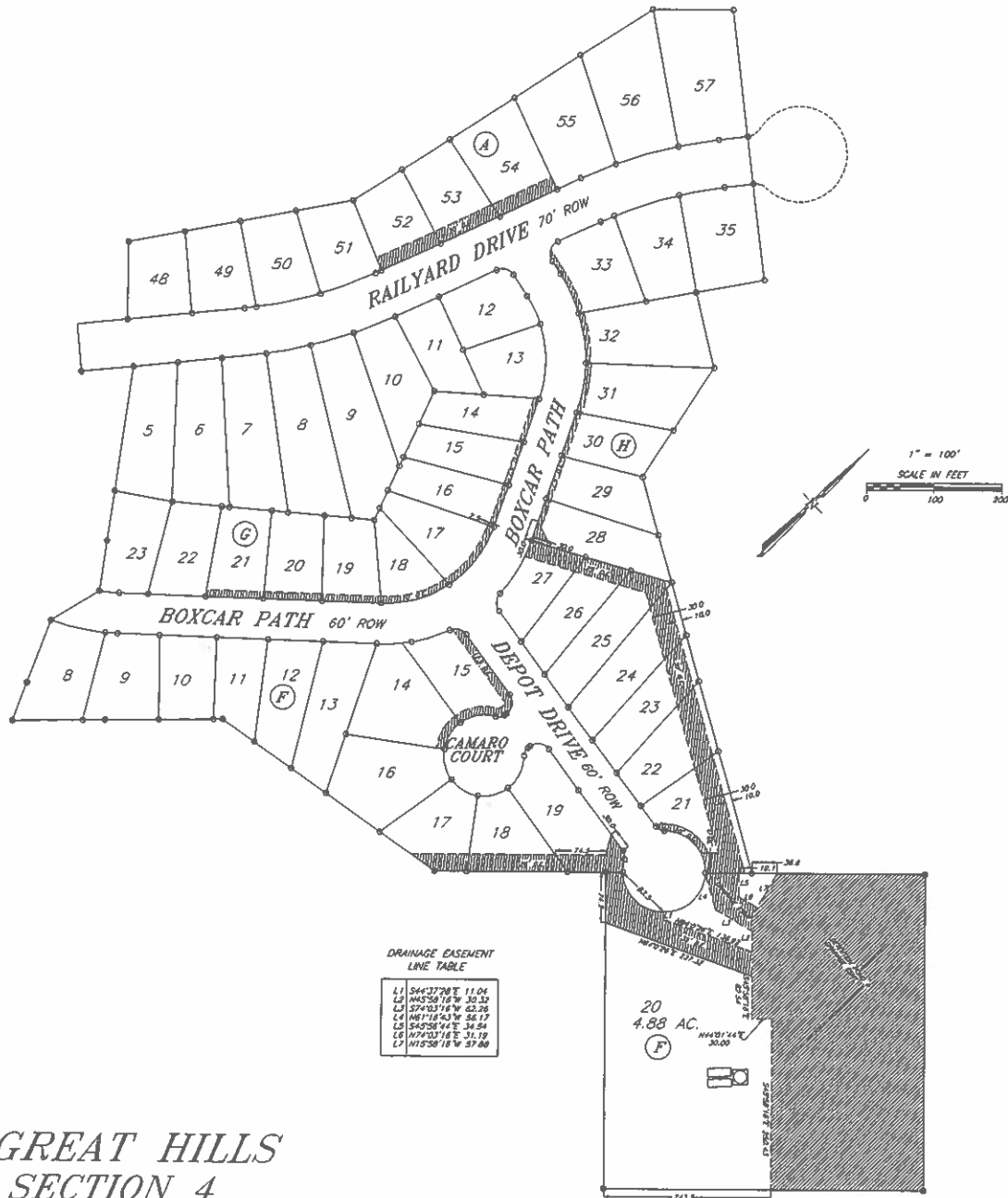
WASTEWATER EASEMENT DETAIL



GREAT HILLS
SECTION 4
HAYS COUNTY, TEXAS

SHEET 3 OF 4

DRAINAGE EASEMENT DETAIL



GREAT HILLS
SECTION 4
HAYS COUNTY, TEXAS

SHEET 4 OF 4

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

10-4-14 Resubdivision of Lot 62 Goldenwood, Section II (2 lots). Discussion and possible action to approve preliminary plan and call for public hearing February 22, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Whisenant

SUMMARY:

Goldenwood Section II was originally platted in 1982 as a 38 lot subdivision. There are currently 53 taxable parcels in this section. The owner of lot 62 wishes to divide the 10.13 acre lot into 2 parcels. The new configuration consists of the following: Lot 62A 5.08 acres, Lot 62B 5.05 acres.

This resubdivision was approved by the City of Dripping Springs in fall of 2010. Each lot will be restricted to one single family residence and will utilize individual water wells or rainwater collection, and individual on-site sewage facilities. Lot 62B will be subject to a 500 foot building and OSSF setback from and parallel to the rear lot line in order to protect recharge features found on the lot.

RESUBDIVISION OF LOT 62
GOLDENWOOD SECTION II
A SUBDIVISION IN
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, WE, CHRISTOPHER F. GENTSCH AND MARJORY L. GENTSCH, OWNERS OF A RECORD 10.13 ACRE TRACT OF LAND, KNOWN AS LOT 62, GOLDENWOOD SECTION II, A SUBDIVISION RECORDED IN VOLUME 2, PAGE 263, PLAT RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE SEABORN J. WHITLEY SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED MARCH 6, 1996, AND RECORDED IN VOLUME 1386, PAGE 654, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 10.13 ACRES OF LAND TO BE KNOWN AS RESUBDIVISION OF LOT 62, GOLDENWOOD SECTION II, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, CHRISTOPHER F. GENTSCH AND MARJORY L. GENTSCH
HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THEREunto DULY AUTHORIZED THIS _____ DAY OF _____, A.D. 2011.

CHRISTOPHER F. GENTSCH
OWNER

DATE

MARJORY L. GENTSCH
OWNER

DATE

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
CHRISTOPHER F. GENTSCH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR _____
COUNTY, TEXAS
COMMISSION EXPIRES _____
PRINT NAME _____

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
MARJORY L. GENTSCH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE
SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR _____
COUNTY, TEXAS
COMMISSION EXPIRES _____
PRINT NAME _____

CITY OF DRIPPING SPRINGS APPROVAL

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS,
TEXAS, ON THE _____ DAY OF _____, A.D. _____.

CITY SECRETARY

MAYOR

APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE
COUNTY'S LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE,
UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN
WRITING BY THE COUNTY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE
DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER COUNTY LAND DEVELOPMENT REGULATIONS OR IF
IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH,
WELFARE OR PROPERTY.

ENVIRONMENTAL DEVELOPMENT SERVICES NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER
SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM DUE TO INCLUDING WATER SUPPLIES AND
WATER QUALITY. RESPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER
CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS
MAY OFFER THE BEST AVAILABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER
SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY
HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGAN UNTIL ALL HAYS
COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

JERRY SCHNEIDER, P. E. DIRECTOR
RESOURCE, PROTECTION, TRANSPORTATION,
AND PLANNING
HAYS COUNTY DEVELOPMENT SERVICES

DATE

TOM POPE, P.E., C.F.M.
HAYS COUNTY RESOURCE PROTECTION,
TRANSPORTATION AND PLANNING
FLOODPLAIN ADMINISTRATION

DATE

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON
THE _____ DAY OF _____, A.D. 2011, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS,
PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN
ENTERED IN THE MINUTES OF SAID COURT IN BOOK _____ PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2011.

ROBERT (BOB) COBB
COUNTY JUDGE
HAYS COUNTY, TEXAS

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT IN WRITING WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR
RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 2011, AT _____ O'CLOCK

_____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGE(S) _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2011.

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

DRIVEWAY NOTES

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO
DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A
PUBLICLY DEDICATED ROADWAY UNLESS AND A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD
DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR
DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD
THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND
SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN
SUCH STREETS, ROADS, OR PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE
RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THIS TRACT OF LAND COVERED BY THIS PLAT
IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF
HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION
TO BUILD STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING
ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF HAYS

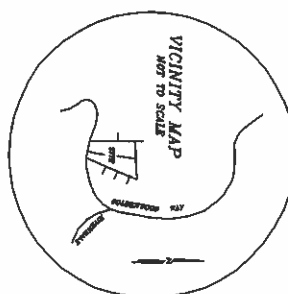
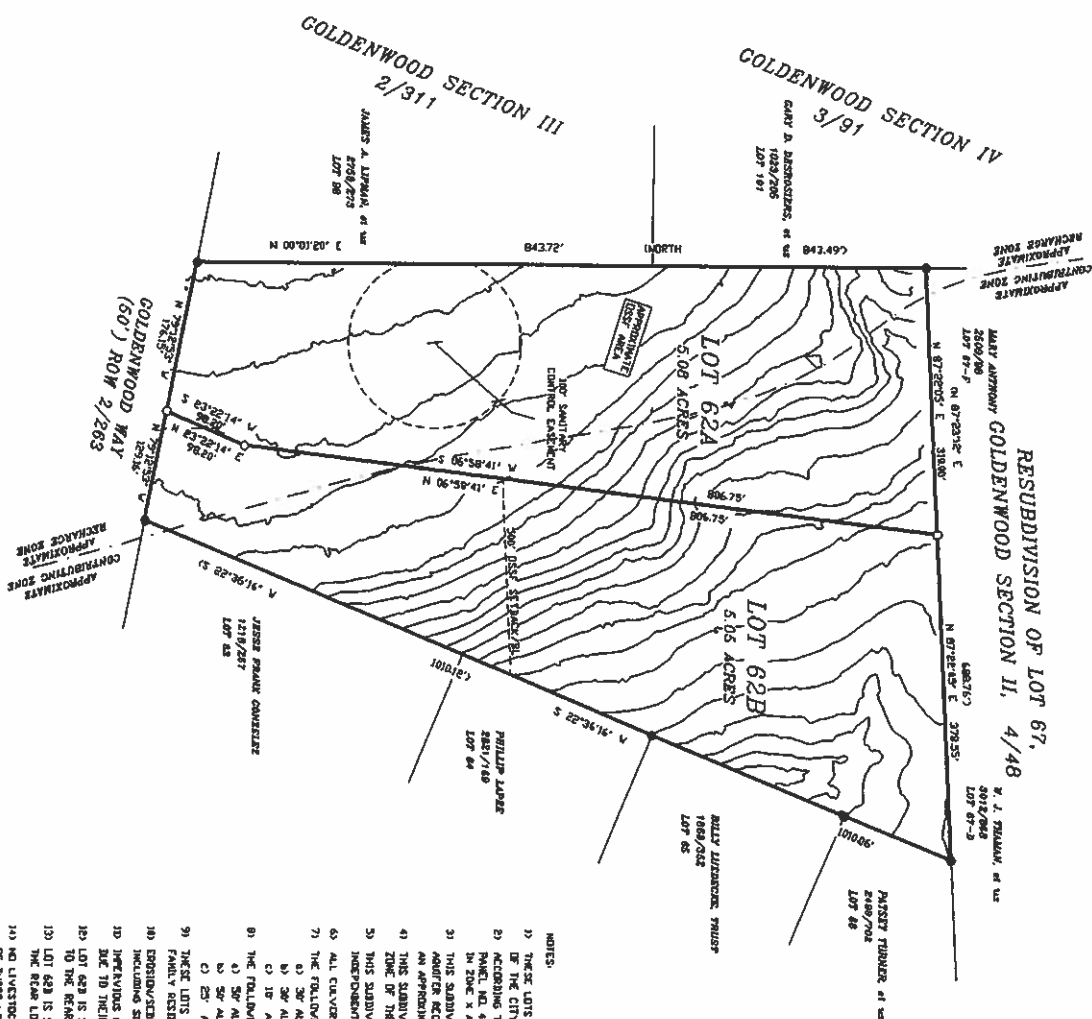
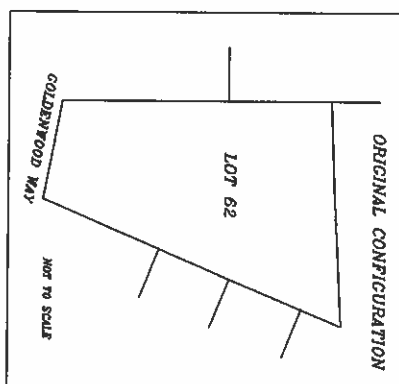
KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A
REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED
REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND
FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND
IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION ON THE GROUND AND THAT THE CORNER MARKMENTS WERE
PROPERLY PLACED UNDER MY SUPERVISION.

DANIEL R. (BOB) EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5472
P.O.B. 993
WINNEMUELL, TEXAS 78676
512-947-3807

DATE

RESUBDIVISION OF LOT 62

A SUBDIVISION IN
HAYS COUNTY, TEXAS



- SCALE: P = 300'
JANUARY, 2011
- LEGEND
- () RECORD INFORMATION
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD V/CAP SE
- ⊙ WCLL

- | | |
|---|---|
| OWNER/DEVELOPER | CHRISTOPHER F. AND WENDY L. GONISH |
| 16390 COLLEMANOAK WAY | AUSTIN, TEXAS 78737 |
| SUBJECT | BAGEL R. (BERRY) ELMERS |
| HAYS COUNTY LAND SURVING | P.O. BOX 391 |
| VIENHIEUX, TEXAS 78676 | 312-647-2827 |
| LEGAL NO. LOT5 | 2 |
| TOTAL ACRES | 20.3 ACRES |
| PRESENTED LAND USE | RESIDENTIAL |
| APPROXIMATE LOT AREA | 50.85 ACRES |
| NO LOTS BETWEEN 2 AC. AND 5 AC. | 0 |
| NO LOTS LESS THAN 5 AC. | 0 |
| NO LOTS LARGER THAN 5 AC. AND SMALLER THAN 10 AC. | 2 |
| ELECTRIC SERVICE | P. U. E. |
| TELEPHONE SERVICE | VEGETATION |
| WATER | INDIVIDUAL WATER WELL/
RAINFALL COLLECTION |
| SEWAGE | INDIVIDUAL ON-SITE SEWAGE FACILITIES |

- 1) THESE LOTS ARE LOCATED IN THE ENVIRONMENTAL JURISDICTION OF THE CITY OF BIRMINGHAM, ALABAMA.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY FLOOD HAZARD ZONING MAP, DATED SEP. 2, 2005, THESE LOTS ARE LOCATED IN ZONE X AND ARE NOT IN THE 100-YEAR FLOODPLAIN.
- 3) THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE EDWARDS ADJUTER RECHARGE ZONE AND THE CONTRIBUTING ZONE AND IS SHOWN IN AN APPROPRIATE LOCATION.
- 4) THIS SUBDIVISION IS NOT WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON CREEK SEGMENT OF THE EDWARDS ADJUTER. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INTERCONNECTED STREAM DISTRICT.
- 5) ALL CHANGERS SHALL BE 10' MINIMUM WIDETHE.
- 6) THE FOLLOWING PUBLIC UTILITY FACILITIES ARE HEREBY GRANTED:
 - a) 20' AROUND ALL POWER LINES, CABLES, AND
 - b) 10' AROUND ALL OTHER LOT LINES.
- 7) THE FOLLOWING BUILDING SETBACK LINES ARE HEREBY RESERVED:
 - a) 20' AROUND ALL ROAD FRONTIERS,
 - b) 20' AROUND ALL LOT LINES, AND
 - c) 20' AROUND ALL OTHER LOT LINES.
- 8) THESE LOTS ARE RESTRICTED TO NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE.
- 9) EROSION/SEDIMENTATION CONTROL IS NOT REQUIRED ON ALL LOTS INCLUDING SINGLE FAMILY RESIDENCES.
- 10) IMPERVIOUS COVER ON THESE LOTS SHALL BE RESTRICTED TO 10% DUE TO THEIR LOCATION OVER THE EDWARDS ADJUTER RECHARGE ZONE.
- 11) LOT 629 IS SUBJECT TO A 200' BUILDING SETBACK FROM AND PARALLEL TO THE REAR LOT LINE.
- 12) LOT 629 IS SUBJECT TO A 200' DIST SETBACK FROM AND PARALLEL TO THE REAR LOT LINE.
- 13) NO LUNDSHED OR SWALE SHALL BE PERMITTED ON ANY PORTION OF THESE LOTS.
- 14) ANY ADJUTER LANDOWNER REGISTRATION WAS OBTAINED FROM THE MISSISSIPPI COUNTY APPROVAL DISTRICT WEBSITE.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute the 2010 Tax Abatement Certificates for CFAN, Genlyte - HADCO Division, and Genlyte - Wid-Lite Division per previously approved agreements.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: 1/25/11

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: KENNEDY/HERZOG

SPONSORED BY: COBB

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

Tax Abatement Agreements
Tax Year 2010

<u>Employment per Agreement</u>	<u>Actual Employment</u>		<u>Compliance</u>
<u>CFAN Company</u>			
400	369		92.25%
<hr/>			
<u>Genlyte Thomas Group - HADCO Division</u>			
61	35	FTE's	68.77%
	6.947	Temp Labor	
<hr/>			
<u>Genlyte Thomas Group - WideLite Division</u>			
269	320		100.00%

COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

Property Owner: CFAN Company

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

Date of Tax Abatement Agreement: February 28, 2006

Date of Amended Tax Abatement Agreement: n/a

Duration of Tax Abatement Agreement: Tax Year 2012

Percentage of Abatement: 92.25% of the increase in the taxable value of the facility, equipment and manufactured products inventory

Tax Year for Which This Certificate Applies: 2010

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

EXECUTED this _____,
Date

HAYS COUNTY, TEXAS

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

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

March 26, 2010

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

Dear Madam:

In compliance of the Tax Abatement Agreement executed on Feb. 28, 2006 between the County of Hays and CFAN, would you please find below the required 2009 information in support of the issuance of the Tax Abatement Certificate:

CFAN Employment decreased from 382 at the end of 2008 to 369 at the end of 2009.

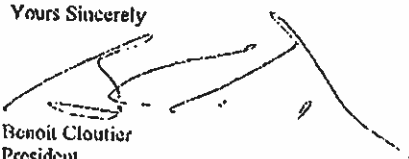
CFAN inventory decreased from \$15,839,696 at the end of 2008 to \$14,252,656 at the end of 2009.

Capital expenditures for 2009 were:

- Building related expenditures	\$ 118,123.36
- Plant Equipment	\$1,570,558.18
- Computers	\$ 15,192.78
- Production Tooling	\$1,005,419.40
- Equipment in Progress	\$ 934,309.20
Total	<u>\$3,643,602.92</u>

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

Yours Sincerely



Benoit Cloutier
President
CFAN

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

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

PART 1. GENERAL PROVISIONS

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

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

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

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

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

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

PART 2. PROPERTY IMPROVEMENTS

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

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

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

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

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

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

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

PART 4. RECORDS AND AUDITS

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

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

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

PART 5. DEFAULT

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

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

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

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

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

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

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

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

PART 6. ECONOMIC INCENTIVES PROVIDED BY THE CITY

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

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

construction process.

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

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

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

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

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

PART 8. PROPERTY TAX APPRAISED VALUE

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

PART 9. INDEPENDENT CONTRACTOR/INDEMNITY

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

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

PART 10. NOTICE

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

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

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

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

PART 11. MISCELLANEOUS

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

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

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

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

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

EXECUTED on February 28, 2006.

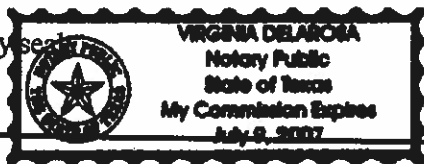
Hays County, Texas

By: [Signature]
Jim Powers, Hays County Judge

STATE OF TEXAS
COUNTY OF HAYS

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

Notary Seal:



Virginia Delahosa
Notary Public, State of Texas

CFAN Company

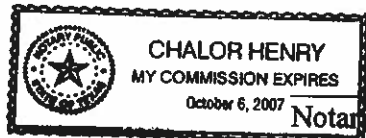
By: [Signature]
Signature

Robert Baeumel, President CFAN

STATE OF TEXAS
COUNTY OF HAYS

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

Notary Seal:



Chalor Henry
Notary Public, State of TEXAS

State P. 11 - CASH
512-392-4012 - fax

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

Forecasted CFAN Fan Blade Business Growth

Year	Projected Full Time Employment	Proposed Investment Update M\$	Inventory Forecast M\$	Inventory Delta from 2004 YE
2000		1.2	4.8	na
2001	126	5.4	8.6	na
2002	158	0.7	5.7	na
2003	146	1.3	9.1	na
2004	171	4.4	9.6	na
2005	190	3.0	11.0	1.4
2006	250	9.0	14.6	5.0
2007	275	7.0	17.0	7.4
2008	320	6.0	19.0	9.4
2009	400	5.0	18.6	9.0
2010	420	2.0	17.7	8.1
2011	450	2.0	18.2	8.6
2012	450	2.0	19.0	9.4
2013	450	1.0	19.0	9.4
2014	450	1.0	19.0	9.4
Total			\$38M	

COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

Property Owner: Genlyte Thomas Group, LLC – HADCO Division

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

Date of Tax Abatement Agreement: October 3, 2006

Date of Amended Tax Abatement Agreement: n/a

Duration of Tax Abatement Agreement: Tax Year 2012

Percentage of Abatement: 68.77% of the taxable value of the facility, equipment and inventory

Tax Year for Which This Certificate Applies: 2010

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

EXECUTED this _____,
Date

HAYS COUNTY, TEXAS

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

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

County: Mr. Brad Bailey
Hays County

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

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

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

Part 2. Section 2.01

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

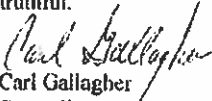
Part 2. Section 2.02

The Equipment has been installed in this facility.

Part 2. Section 2.03

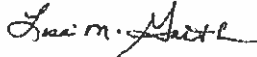
During 2009, the economic downturn was even more significant than expected. The Hadco-Texas overall business declined over 32%. Because of that, the headcount was obviously affected. We were able to maintain 35 full time positions, and another 13,894 hours used by temporary labor. We were able to bring in additional work from a California plant which increased our temporary labor the second half of 2009. Special dispensation is asked for in light of such adverse economic downturn.

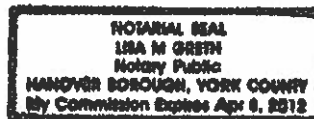
I certify to the best of my knowledge that the information provided above is both accurate and truthful.


Carl Gallagher
Controller

HADCO Division, Genlyte Thomas Group, LLC

SUBSCRIBED AND SWORN TO before me this 13th day of April 2010 to certify which witness my hand and seal of office.





ORIGINAL

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

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

PART 1. GENERAL PROVISIONS

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

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

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

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

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

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

PART 2. PROPERTY IMPROVEMENTS

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

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

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

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

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

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

PART 4. RECORDS AND AUDITS

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

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

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

PART 5. DEFAULT

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

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

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

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

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

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

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

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

PART 6. ECONOMIC INCENTIVES PROVIDED BY THE COUNTY

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

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

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

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

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

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

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

PART 8. PROPERTY TAX APPRAISED VALUE

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

PART 9. INDEPENDENT CONTRACTOR/INDEMNITY

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

PART 10. NOTICE

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

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

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

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

PART 11. MISCELLANEOUS

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

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

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

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

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

[signatures on following page]

HAYS COUNTY, TEXAS

By: 

Jim Powers, Hays County Judge

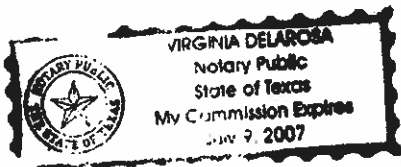
STATE OF TEXAS

COUNTY OF HAYS

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

Notary seal:

Virginia Delarosa
Notary Public, State of Texas



Genlyte Thomas Group, LLC

By: 

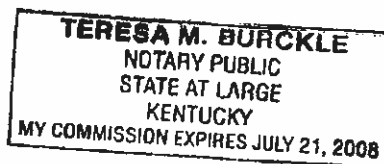
Ron Schneider, Vice President of Operations

STATE OF Kentucky
COUNTY OF Jefferson

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

Notary Seal:

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



COUNTY OF HAYS
TAX ABATEMENT CERTIFICATE

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

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

Date of Tax Abatement Agreement: October 17, 2000

Date of Amended Tax Abatement Agreement: August 10, 2004

Duration of Tax Abatement Agreement: Tax Year 2012

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

Tax Year for Which This Certificate Applies: 2010

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

EXECUTED this _____,
Date

HAYS COUNTY, TEXAS

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

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



1611 clovis r. baker road • san marcos, tx 78667 • ph 512.392.5821 • fax 512.753.1122

January 29, 2010

County: Elizabeth Sumter
County Judge
Hays County
111 E San Antonio St. STF 300
San Marcos, TX 78666

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

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

Part 2. Section 2.01

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

Part 2. Section 2.02

The Equipment has been installed in this facility.

Part 2. Section 2.03

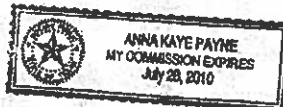
Genlyte has retained 164 full time jobs that were transferred from the Wide-Lite Division in San Marcos. Genlyte has created at least 150 new full time jobs and as of the below date the total full time jobs are or exceed 320.

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

Beverly Pennington
Controller
Wide-Lite Division, Gently Thomas Group, LLC

SUBSCRIBED AND SWORN TO before me this 29th day of January 2010 to certify which witness my hand and seal of office.

Notary Public, State of Texas, County of Hays



Wide-Lite is a Philips group brand

PHILIPS

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

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

PART 1. GENERAL PROVISIONS

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

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

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

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

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

PART 2. PROPERTY IMPROVEMENTS

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

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

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

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

PART 3. TERM, ABATEMENT PERIOD AND RATE OF ABATEMENT

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

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

PART 4. RECORDS AND AUDITS

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

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

PART 5. DEFAULT

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

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

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

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

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

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

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

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

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

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

PART 7. PROPERTY TAX APPRAISED VALUE

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

determined for each year of the Abatement Period.

PART 8. INDEPENDENT CONTRACTOR/INDEMNITY

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

PART 9. NOTICE

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

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

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

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

PART 10. MISCELLANEOUS

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

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

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

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

ORIGINAL

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

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

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

EXECUTED on 8-10-04

Attest:

Lee Carlisle
Lee Carlisle, County Clerk

Hays County

By: Jim Powers
Jim Powers, County Judge

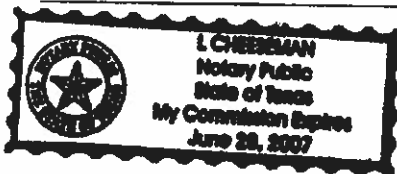
STATE OF TEXAS

COUNTY OF HAYS

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

Notary seal:

L. Cheesman
Notary Public, State of Texas



ORIGINAL

Genlyte Thomas Group, LLC

By: Ronald D. Schneider
Signature

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

STATE OF Texas

COUNTY OF Hays

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

Notary Seal:



Anna Kaye Payne
Notary Public, State of Texas

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to accept the annual Racial Profiling Report from Constable Pct. 1.

A short End of the Year presentation will also be provided by Constable Peterson.

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Constable Peterson

SPONSORED BY: Ingalsbe

SUMMARY: Please see attached report.



David L. Peterson
Hays County Constable Pct. 1

111 E. San Antonio St*Suite 104*San Marcos, TX 78666*(512)393-7730

Annual report to the HAYS COUNTY COMMISSIONERS COURT and TCLEOSE for the Calendar year 2010, in compliance with S.B. 1074-76th regular session of the Texas Legislature amended by H. B 3389 81st regular session.

(Racial Profiling Report)

Race/Ethnicity*	Contacts	Searches	Consensual Searches	Probable Cause Searches	Custodial Arrest*
Number of Each	0	0	0	0	0
Caucasian	0	0	0	0	0
African	0	0	0	0	0
Hispanic	0	0	0	0	0
Asian	0	0	0	0	0
Native American	0	0	0	0	0
Middle Eastern	0	0	0	0	0
Other	0	0	0	0	0
Total	0	0	0	0	0

***Race/Ethnicity is defined by Senate Bill 1074 as being of a "particular descent, including: Caucasian, African, Hispanic, Asian, Middle Eastern descent or Native American."**

***Custodial Arrests are made only at a traffic or pedestrian stop. They do not include arrest made by warrants or court orders or criminal investigations.**

Number of males 0 Females 0

Racial/Ethnicity Known before the Stop 0

This is a new requirement as of January 2010

The above information pertains to traffic and pedestrian stops only.

Submitted on 1-24-11, 2011 by: [Signature]

Constable

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute a Letter Amendment to Hays County's lease of space for Commissioner, Precinct 3 at 109 East Hopkins in San Marcos, Texas.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: 932.25 per month

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5472

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Currently, the Lease for the Precinct 3 space allows for 3 renewals, each garnering an additional 7% on the monthly rent rate. Counsel phoned landlord and negotiated an increase of 2.5% for the period of February 1, 2011 to January 31, 2012. All other terms of the Commercial Lease are proposed to remain the same.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible action to authorize the County Judge to execute a Letter Amendment to Hays County's lease of space for Commissioner, Precinct 3 at 109 East Hopkins in San Marcos, Texas.

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: \$932.25 per month

LINE ITEM NUMBER: 001-645-00.5472

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FIRST AMENDMENT TO
COMMERCIAL LEASE BETWEEN
HAYS COUNTY AND EAST HOPKINS, LLC

This 1st Amendment to a Commercial Lease first executed on or about the 30th day of January, 2009 ("Amendment") is made this ____ day of January, 2011, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and East Hopkins, LLC, a Texas limited liability company (hereinafter referred to as "Lessor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 35.A of the Agreement shall be amended as follows:

Lease Extension

This agreement shall be extended for a term of one (1) year to expire January 31, 2012 at a rate of \$932.25 per month.

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

This 1st Amendment to a Commercial Lease is hereby executed this the ____ day of January, 2011, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

COUNTY

BY: _____
EAST HOPKINS, LLC

HAYS COUNTY, TEXAS
DR. BERT COBB
HAYS COUNTY JUDGE

ATTEST: _____
LIZ Q. GONZALES
HAYS COUNTY CLERK

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to lift the county burn ban and review the burn ban policy.

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Chambers

SPONSORED BY: Judge Cobb

SUMMARY:

With the recent rains, we would like to lift the countywide burn ban. County Fire Chief's have been notified and those who have responded are in agreement that we should lift the ban for a short time period. It would also be a good time to discuss the burn ban policy.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to approve the re-organization of RTP, including but not limited to modification of job descriptions and the separation of the current RTP Department into two separate departments:

- Transportation
- Development Services

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: see attached

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted in RTP

REQUESTED BY: Borcharding

SPONSORED BY: Ingalsbe/Conley

SUMMARY:

This is a follow-up to last week's agenda item we held in Executive Session.

Please refer to back-up

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible action to approve the re-organization of RPTP, including but not limited to modification of job descriptions and the separation of the current RPTP Department into two separate departments:

- Transportation
- Development Services

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: see attached

LINE ITEM NUMBER: Budgeted in RPTP

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: No additional funds required.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

HAYS COUNTY JOB DESCRIPTION

Job Code: 1026
Grade: 119
FLSA: Exempt

Prepared By: Human Resources
Date Prepared: September 2007
Date Revised: 03/09, 01/11

DIRECTOR, TRANSPORTATION

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is **ILLUSTRATIVE ONLY**, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under general direction of the Commissioners Court, provides executive level direction, management, and engineering oversight in a variety of resource protection, transportation and planning areas. Directs and manages operations related to protecting the public health in Hays County, including subdivision and development planning and regulations, flood prevention, road construction and maintenance. Ensures professional design review. Represents Hays County with a variety of regional planning entities. Exercises professional and independent judgment in recommending programs and projects, staffing, and funding requirements. Work requires extensive contact with the public, business and community leaders, contractors, special interest or trade groups, and governmental officials at all levels.

Responsibilities

- Manages the inspection of land development to ensure compliance with county subdivision regulations and state codes.
- Advises Commissioners Court on general urban planning policies and regional planning issues.
- Oversees property and construction inspections to ensure compliance with the County flood damage prevention order.
- Oversees field inspections and interacts with citizens, business owners, property owners, contractors, and federal regulatory agencies to resolve questions and/or problems.
- Directs and oversees all road and bridge construction and repair, right of way acquisition, planning, and traffic control.
- Ensures the design, review, and inspection of all drainage and water quality protection projects are in compliance with standard engineering practices, EPA, and TAC 30 Chapter 213 storm water regulations.
- Coordinates operations with other county departments.
- Develops, recommends, and implements policies and procedures to advance the department's mission, goals, and objectives.
- Develops and monitors department's annual budget, including road bond monitoring.
- Identifies and supports funding for Texas Department of Transportation infrastructure projects.
- Identifies and schedules construction projects based on the county's priority road matrix.
- Prepares and reviews contracts and bid specifications.
- Handles and oversees the resolution of departmental problems.
- Negotiates and executes interagency contracts to provide health and sanitation services for local municipalities
- Coordinates development interests with local municipalities to facilitate cost sharing projects.
- Provides informational programs and workshops to county officials and the public.
- Represents Hays County on various CAMPO, CAPCOG, and other regional committee assignments.

Knowledge Required

- Knowledge of Hays County Environmental Health and Road and Bridge Department regulations, policies, and procedures.
- Knowledge of Hays County purchasing and personnel rules and regulations.
- Knowledge of general public administration principles and practices including budgeting, project management, and employee supervision and training.

- Knowledge of federal, state, and local laws related to flood control, subdivision development, sewage, and junkyard sanitation.
- Knowledge of federal, state, and local laws related to traffic code, standard transportation specifications, low volume streets and roads, storm drainage, and pollution prevention including EPA regulations, TAC 30 chapter 213 storm water regulations and NFIP regulations.
- Knowledge of street and bridge engineering standards and practices.
- Knowledge of general urban and regional planning principles and issues.
- Knowledge of official state and local boundary maps.
- Knowledge of general GIS techniques, equipment, and methods.
- Knowledge of Hays County subdivision regulations, parcel surveys, and subdivision plats.

Required Skill

- Skill in directing and overseeing a county road and bridge department.
- Skill in managing and inspecting road maintenance and construction projects.
- Skill in reading plans and blueprints.
- Skill in reading, understanding, and interpreting federal, state, and local laws related to street maintenance and construction.
- Skill in GIS mapping activities.
- Skill in supervising employees.
- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.

Education and/or Experience

- Master's degree or higher in Engineering, Planning, Environmental Health or Sciences or Public Administration preferred.
- Bachelor's degree in Civil Engineering or a related field.
- Ten years experience in roadway design, construction, and maintenance, county and/or city planning, governmental management, or related field, or any equivalent combination of experience and training.

Other Qualifications, Certificates, Licenses, Registrations

- Registration as a Professional Engineer (P.E.) in the State of Texas.
- American Institute of Certified Planners certification preferred.
- Texas driver's license.

Supervision

Hires, evaluates, promotes, disciplines, and terminates employees following established procedures and policy. Assigns work to employees and monitors their progress. Guides and develops employees in the accomplishment of their duties and professional growth. Approves overtime and leave requests.

Guidelines

The Director uses judgment in interpreting and adapting guidelines such as Hays County policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. The Director must analyze the results and recommend changes. This position must have a strong work ethic. The Director must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must handle a stress level of dealing with some argumentative or emotional contacts within the general public and Hays County departments. The Director meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to use his/her hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk, crawl and stoop. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception, and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee often works in a normal office setting. The employee regularly travels to various job sites, and is occasionally exposed to health or physical hazards at those sites, such as fumes, airborne particles, toxic or caustic chemicals, open pits, uneven terrain, agitated and/or violent individuals, environmental hazards, animals, chemicals, and infectious diseases.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the Current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

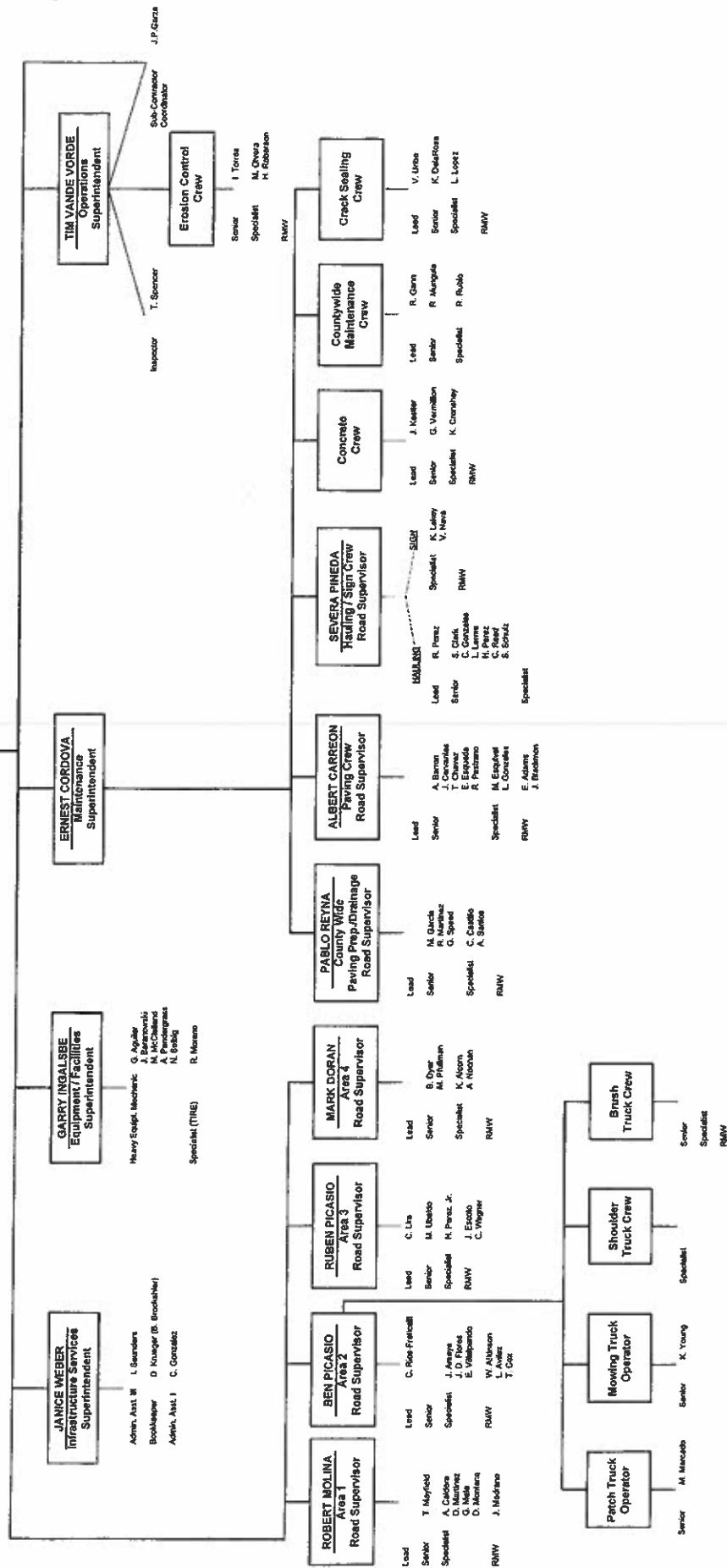
Hays County Road and Bridge Department

Organizational Chart
December 29, 2010

OPEN POSITIONS

- 1 - RHW LEAD (NOT POSTED)
- 1 - RHW SPECIALIST (NOT POSTED)
- 2 - ROAD MAINT. WKR (NOT POSTED)

JERRY BORCHERDING
Director RPTP



HAYS COUNTY JOB DESCRIPTION

Job Code: 1170
Grade: 117
FLSA: Exempt
Safety Sensitive

Prepared by: Human Resources
Date Prepared: November 2009
Date Updated: Jan 2011

Development Services Director

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Using discretion, autonomy, and comprehensive knowledge, plans, directs, manages, and oversees all functions, programs, and operations of the Development Services Department, including Subdivisions, Environmental Health, Environmental Enforcement, GIS, and Administration.

Responsibilities

- Develops and implements annual budgets for the Development Services Department and coordinates activities to assure successful achievement of department goals within the limits of funds appropriated.
- Oversees the daily operations and staff of all programs of the Development Services Department; oversees training of the program managers; assures that employees are exposed to all of the information they need to obtain their required professional licenses and perform all facets of their duties; guides and develops employees in the accomplishment of their duties and professional growth.
- Recruits, interviews, selects, and trains department personnel; develops employee job descriptions; researches and analyzes local government payroll and benefit trends to develop annual salary recommendations; administers personnel policies and safety standards, including disciplinary action and processes, when appropriate.
- Oversees the enforcement of environmental standards; develops and implements policies, procedures, and forms to facilitate the implementation of said standards.
- Performs complex, professional long-range planning related to economic and subdivision development, transportation needs, and infrastructure improvements; assesses planning needs and requirements; develops and implements advanced planning projects; analyzes statistical, economic, and demographic data; compiles reports and documentation for use in planning and policy formulation and development; evaluates alternative courses of action and makes recommendations.
- Reviews development documentation; coordinates and manages the review of subdivision application review process; responds to inquiries from developers, government officials, and the public regarding subdivision and development regulations; interprets State and local regulations; proposes solutions or alternatives to development problems or issues.
- Reviews development proposals for compliance with the Hays County Development Regulations and other rules and regulations; advises the Commissioners Court on issues related to planning and development; responsible for development review functions, development related rules administration, and customer service functions; assists the general public, developers, contractors, and County staff with issues concerning the planning and development process.
- Manages and performs a wide variety of public health regulation functions.
- Oversees site evaluation/inspection processes to ensure that development complies with state and local regulations regarding on-site sewage systems, subdivision guidelines, food preparation sanitation guidelines, and junkyard regulations.
- Oversees field inspection processes and interacts with citizens, property and business owners, and contractors to resolve questions and/or problems.
- Works with outside agencies, community groups, consultants, County staff, and other stakeholders in the coordination of planning efforts; manages special planning projects; research, review, and analyzes financing options and availabilities for infrastructure improvements and developments.

- Develops new orders and resolutions and recommends revisions to existing policies and procedures to keep County development regulations updated and enforceable; plans, researches, prepares proposals, and regularly presents planning topics to the Commissioners Court for deliberation; briefs the pertinent facts and presents supporting arguments from each side to stimulate informed debate.
- Oversees the daily functions of the sanitarians and floodplain administrator; assists in the hiring, dismissal, and evaluation of program staff; assigns site reviews; assists with interpretation and application of appropriate regulations on sites; oversees the training of sanitarians and regularly evaluates training status; assures that employees are exposed to all of the information they need to obtain their required professional licenses and perform all facets of their duties; guides and develops employees in the accomplishment of their duties and professional growth; schedules training for state continuing education requirements.
- Responds to inquiries from developers, government officials, and the public regarding subdivision and development regulations; coordinates and monitors status of application and approval process between applicants, various County departments and employees, and County Commissioners.
- Prepares and presents reports on subdivision applications to the Commissioners' Court; schedules developments for Court consideration, ensures that public notices are properly posted, and verifies that application packet is complete; prepares and presents talks on County development and growth to County Infrastructure Committee and other groups.
- Represents Hays County with a variety of regional planning entities.
- Oversees the enforcement of County development regulations and nuisance standards; develops and implements policies, procedures, and forms to facilitate the implementation of said regulations and standards; functions as a State and County level advocate for fulfillment of community cleanup needs.
- Regularly presents Department topics to the Commissioners Court and local civic organizations for deliberation; briefs the pertinent facts and present supporting arguments from each side to stimulate informed debate.
- Recalls employees to work in emergencies.
- Manages the database (SAFE) Program that the department uses to keep records, generate reports, and monitor all of its activities.

Knowledge Required

- Knowledge of Hays County regulations, policies, and procedures.
- Knowledge of related federal, state, and local ordinances and laws.
- Knowledge of official state and local boundary maps.
- Knowledge of Hays County Subdivision Regulations, parcel surveys, and subdivision plats.

Required Skill

- Skill in supervising employees.
- Skill in reading, understanding, and interpreting related federal, state, and local laws.
- Skill in technical report preparation.
- Skill in utilizing tools and equipment used in environmental inspections, including personal desktop and laptop computers, video camera, digital camera, DVD player, GPS equipment, and cell phone.
- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, contractors, other agencies and organization, and the public.

Education and/or Experience

- Bachelor's degree in Planning, Urban Planning, Public Administration, or a related field. Master's Degree preferred.
- Four years management experience in public sector.
- Four years experience county, municipal, or urban planning, strategic planning and research, or a related field.

Other Qualifications, Certificates, Licenses, Registrations

- American Institute of Certified Planners certification preferred.
- Texas driver's license.

Supervision

Supervises all department staff. These responsibilities include recruiting, interviewing, selecting, and training department personnel; developing employee job descriptions; researching and analyzing local government payroll and benefit trends to develop annual salary recommendations; administering County

personnel policies and safety standards, including disciplinary action and processes, when appropriate; and preparing work schedules. Guides and develops employees in the accomplishment of their duties and professional growth.

Guidelines

The Director must work in strict adherence to instructions, using judgment in selecting the proper procedures for application to specific problems. This position must have a strong work ethic, must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

The Director uses judgment in interpreting and adapting guidelines. This employee uses these guidelines for application to specific cases and problems. The Director meets with contacts in a structured setting at Hays County locations. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. While performing the duties of this job, the employee is regularly required to:

- Use his/her hands to finger, handle, or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Required to lift and/or move up to 50 pounds.
- Occasionally required to climb or balance, stoop, kneel, crouch, or crawl, and taste or smell.
- Occasionally stand and walk through rough terrain.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee often works in a normal office setting. The employee regularly travels to various job sites, and is occasionally exposed to health or physical hazards at those sites, such as fumes, airborne particles, toxic or caustic chemicals, open pits, uneven terrain, agitated and/or violent individuals, environmental hazards, animals, chemicals, and infectious diseases.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 0230
Grade: 111
FLSA: Non-Exempt
Safety Sensitive

Prepared by: PSPC
Date Prepared: May 1998
Date Revised: 05/05, 06/08, 03/09, 01/11

SUBDIVISION COORDINATOR

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under limited supervision, coordinates the subdivision review process for Hays County. Performs a variety of public health regulation and prevention activities protecting the public health in Hays County related to on-site sewage facilities, food services, junkyards, subdivision regulations, flood damage prevention, public health complaints, foster care inspections, daycare inspections.

Responsibilities

- Coordinates the subdivision review process; interprets and enforces County development regulations and procedures; reviews subdivision plats, facility planning reports, road construction specifications and other information to determine compliance with local and state development regulations; makes recommendations to improve proposed developments and assists applicants in complying with rules and regulations.
 - Reviews subdivision plats, facility planning reports, road construction specifications and other information to determine compliance with local and state development regulations.
 - Makes recommendations to improve proposed developments and assist applicants in complying with rules and regulations.
 - Responds to inquiries from developers, government officials, and the public regarding subdivision and development regulations.
 - Interprets state and local regulations.
 - Proposes solutions or alternatives to development problems.
 - Prepares and presents reports on subdivision applications to the Commissioners' Court.
 - Schedules developments for Court consideration, ensures that public notices are properly posted, and verifies that application packet is complete.
 - Researches deeds and plats to verify lot boundaries.
 - Coordinates and monitors status of application and approval process between applicants, various County departments and employees, and County Commissioners.
 - Performs site visits and inspections to assess project status and impact.
 - Prepares and presents talks on County development and growth to County Infrastructure Committee and other groups.
- Researches deeds and plats to verify lot boundaries; performs site visits and inspections to assess project status and impact; assists in the assignment of "911" addresses. Performs a variety of public health regulation functions.
- Conducts site evaluations/inspections of property to assure that development complies with state and local regulations regarding on-site sewage systems, subdivision guidelines, food preparation sanitation guidelines, floodplain management regulations, and junkyard regulations.
- Reviews development planning materials to assure that development complies with state and local regulations regarding on-site sewage systems, subdivision guidelines, food preparation sanitation guidelines, floodplain management regulations, and junkyard regulations. Issues permits and notices of compliance.
- Conducts field inspections and interacts with citizens, property and business owners, and contractors to resolve questions and/or problems and to assure compliance with regulations that are enforced by the department.

- Conducts site evaluations for proposed developments to establish construction and design requirements.
- Meets with property owners, contractors, and engineers to assist them with plan development.
- Samples surface water, ground water, soil, and in some cases foods, for possible bacterial or pollutant contamination.
- Investigates nuisance complaints and takes appropriate actions to attain compliance.

Supervisory Responsibilities

Generally none.

Knowledge Required

- Knowledge of Hays County Environmental Health Department regulations, policies, and procedures.
- Knowledge of Hays County Subdivision & Development Regulations, Hays County Rules for On-Site Sewage Facilities, Hays County Specifications for Paving and Drainage Improvements, and Texas Property Tax Code.
- Knowledge of official state and local boundary maps.
- Knowledge of general GIS techniques, equipment, and methods.
- Knowledge of Hays County subdivision regulations, parcel surveys, and subdivision plats.
- Professional knowledge of federal, state, and local laws related to flood control, environment, sewage, food service, vector control, and junkyard sanitation.

Required Skill

- Skill in coordinating a county subdivision review process.
- Skill in performing subdivision reviews.
- Skill in reading, understanding, and interpreting federal, state, and local laws related to subdivision review.
- Skill in reading various types of maps and plats, such as flood plain maps, property ownership maps, and topographic maps
- Skill in operating various equipment used in subdivision review, such as personal computers, digital scanners, calculators, and LCD projectors.
- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.
- Professional skill in performing environmental health inspections.
- Professional skill in reviewing engineering plans.
- General skill in reading, understanding, and interpreting federal, state, and local laws related to environmental health.

Education and/or Experience

- Bachelor's degree, with at least 30 hours of basic or applied science, in the area of environmental health, planning, or related field.
- Three years experience in county or municipal planning or related field, or any equivalent combination of experience and training.
- Prefer related experience in environmental health or sanitation.

Other Qualifications, Certificates, Licenses, Registrations

- Texas driver's license.
- Must pass requirements to become Designated Representative with the Texas Commission on Environmental Quality within four months of employment.
- Must successfully obtain Professional Registered Sanitarian certification in accordance with the Texas Occupations Code, §1953.102 within two years of employment.
- Flood Plain Manager certification preferred.

Supervision

- The Subdivision Coordinator is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- The Subdivision Coordinator is responsible for planning and carrying out assignments, resolving conflicts, coordinating projects, and determining the approach and methods to be used.

Guidelines

The Subdivision Coordinator uses judgment in interpreting and adapting guidelines such as Hays County policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. The Subdivision Coordinator must analyze the results and recommend changes. This position must have a strong work ethic. The Subdivision Coordinator must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

The Subdivision Coordinator uses judgment in interpreting and adapting guidelines. This employee uses these guidelines for application to specific cases and problems. The Subdivision Coordinator meets with contacts in a structured setting at Hays County locations. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use his/her hands to finger, handle, or feel.
- Reach with hands and arms.
- Talk and hear.
- Frequently required to stand and walk.
- Occasionally lift and/or move up to 40 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. The employee sometimes travels to various inspection sites, and is occasionally exposed to health or physical hazards at those sites, such as open pits and uneven terrain.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

Development Services

Re-organization

		Budgeted	Fringe	Total	Effective
		Salary	Benefits	Savings	1/17/2011
<u>Remove Positions:</u>	<u>Grade</u>				<u>Savings</u>
Deputy Director of Development Services	117	66,515	11,979	78,494	8.5 months
Programs Manager of Development Services	114	52,913	9,530	62,443	55,600
Environmental Health Specialist I	110	35,980	6,480	42,460	44,230
Director of RPTP - 6%	119	6,423	1,157	7,580	30,076
		161,831	29,146	190,977	5,369
					135,275

		Requested	Fringe	Total	Effective
		Salary	Benefits	Cost	1/17/2011
<u>Add Positions:</u>					<u>Cost</u>
Department Head	117	66,515	11,979	78,494	8.5 months
Subdivision Coordinator	111	38,000	6,844	44,844	55,600
		104,515	18,823	123,338	31,764
					87,365

General Fund - FY11 Savings for Re-Org (47,911)

General Fund - Annual Savings (67,639)

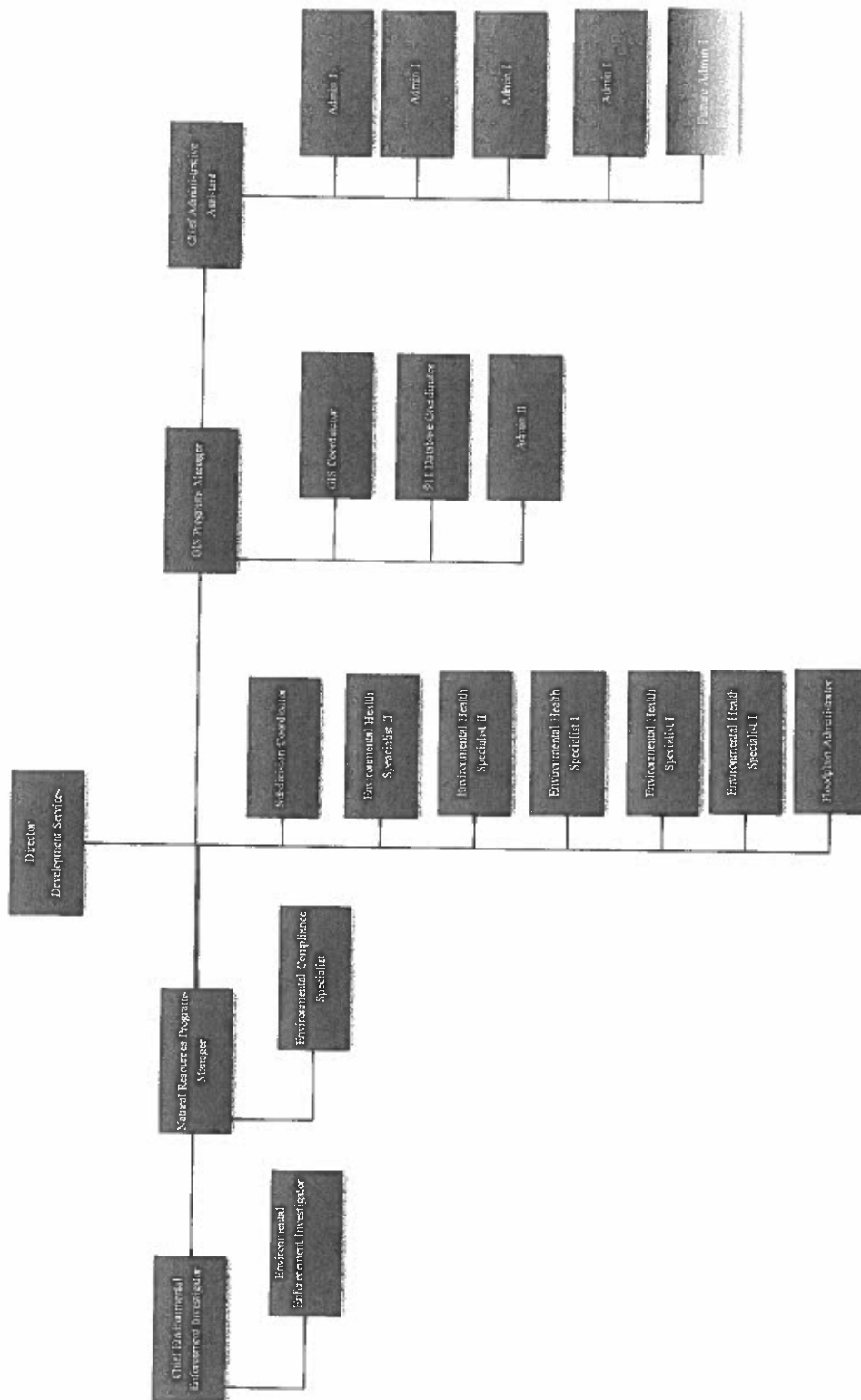
**Note -6% of RPTP Director's salary is paid from General Fund-Development Services Operating & will need to be moved to the RPTP Road & Bridge budget. Salary savings within the RPTP Operating budget are available to cover this.*

Move 6% Director's Salary to RPTP	119	6,423	1,157	7,580	5,369
RPTP Fund - FY11 Costs	5,369				
<i>RPTP Fund - Annual Cost</i>	<i>7,580</i>				

Total - FY11 Savings for Re-Org (42,542)

Total - Annual Savings (60,059)

Development Services Department



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 accept a grant award in the amount of \$100,000 from the Texas Parks and Wildlife Department, National Recreational Trails Fund, for the development of the Dahlstrom Ranch Public Access area.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: \$25,000 match

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-812-97-413.5611

REQUESTED BY: Jeff Hauff

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

On April 27, 2010 the Commissioners Court authorized submission of a grant application to the Texas Parks and Wildlife Department (TPWD), Texas Recreational Trails Fund, for \$100,000 for trail and other recreational development on the Dahlstrom Ranch Public Access area. The project would include the construction of approximately 3.15 miles of trail (.75-mile of which will be built to address ADA standards), a trailhead consisting of a parking lot and entry kiosk, interpretive and informational signing, and benches, with funding to also conduct natural and cultural resource assessments.

An award notice was received from the TPWD on August 27, 2010, and the project agreement has been received. The total project cost for this phase of development is \$125,000, and a 20% match (or \$25,000) is required from the County for the grant. Funds were allocated from the Park Bond proceeds for both the acquisition of the conservation easement and public recreational access development on the Dahlstrom Ranch property.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to accept a grant award in the amount of \$100,000 from the Texas Parks and Wildlife Department, National Recreational Trails Fund, for the development of the Dahlstrom Ranch Public Access area.

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: \$25,000 match

LINE ITEM NUMBER: 147-812-97-413.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
NATIONAL RECREATIONAL TRAILS FUND AGREEMENT

This agreement between Texas Parks and Wildlife Department, Recreational Trails Program (hereinafter TPWD) and Hays County (hereinafter Sponsor) for construction of recreational trail improvements in Hays County, Texas is made under Texas Recreational Trails Fund.

BACKGROUND

The TPWD Recreational Trails Program, which administers the Texas Recreational Trails Fund (hereinafter TRTF) made available under the National Recreational Trails Act (hereinafter The Act), awards reimbursement-type grants to eligible public entities and private organizations to be used on trails and trail-related projects. To be eligible, the project must have been planned and developed under existing federal and state laws, and all related policies and administrative procedures; and

Hays County, eligible under The Act, made a grant application for a suitable trail project and was awarded a TRTF grant.

THEREFORE, for and in consideration of the mutual covenants and benefits hereof, TPWD and the Sponsor hereby agree as follows:

TERMS

Sponsor will construct 3.15 linear miles +/- of recreational trail, trailhead, benches and interpretive signing, and conduct cultural and natural resource assessments, at Dahlstrom Ranch in accordance with approved plan (hereinafter the Project) by August 31, 2014.

While doing any work under the terms of this agreement, Sponsor will adhere to all requirements established for the National Recreational Trails Fund including those set out in Procedural Guidelines, Project Development and Grant Reimbursement Procedures, and Acquisition Project Procedures and by the signature of its authorized agent below asserts that it had read all of the foregoing requirements.

The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, sex or disability.

Sponsor will properly and adequately maintain the Project for at least 20 years so that it is available and safe for use by the public.

TPWD and Sponsor agree that the total cost of the Project is One Hundred Twenty Five Thousand Dollars (\$125,000) and that reimbursement to Sponsor for work performed under this agreement will not exceed Eighty Percent (80%) of the project cost up to the grant funds approved, One Hundred Thousand Dollars (\$100,000). Sponsor will be paid up to \$100,000 after submitting acceptable billings to TPWD for approved work.

Sponsor may begin trail layout, design and resource surveys and clearances only after execution of this agreement. Once the project is cleared by the Texas Historical Commission and TPWD for potential impacts to cultural and natural resources, the sponsor will receive notice to proceed with construction of the project. Any construction costs incurred prior to the receipt of the notice to proceed will not be eligible for reimbursement.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the Texas Parks and Wildlife Department. The performance period of this contract may be extended by mutual agreement of both parties.

Sponsor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sponsor and the requirement to cooperate is include in any subcontract it awards.

This agreement is effective upon execution by the Department.

TEXAS PARKS AND WILDLIFE DEPARTMENT

HAYS COUNTY
Sponsor

by  _____

by _____

Tim Hogsett, Director, Recreation Grants Branch
Name and Title

Name and Title

1-13-11
Date

☐ EPLS Date _____



RECEIVED
NOV-06-2011
Ho

January 3, 2011

Life's better outside.®

Mr. Jeff Hauff
Hays County
111 E. San Antonio St., Suite 303
San Marcos, Texas 78666

Commissioners

Peter M. Holt
Chairman
San Antonio

T. Dan Friedkin
Vice-Chairman
Houston

Mark E. Blivins
Amarillo

Ralph H. Duggins
Fort Worth

Antonio Falcon, M.D.
Rio Grande City

Karen J. Hixon
San Antonio

Dan Allen Hughes, Jr.
Beeville

Margaret Martin
Boerne

S. Reed Morlan
Houston

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Dear Mr. Hauff:

Enclosed, please find two copies of the agreement for the previously approved Dahlstrom Ranch Trail grant project and a copy of our program reimbursement procedures. Please have both copies of the agreement signed and mail one of the originals back to me.

Upon review of the project, the Texas Historical Commission (THC) has requested that an archeological survey be conducted of the project site to assure that historical and cultural resources will not be compromised by the project. Similarly, our Habitat Assessment Branch has concerns that the project may have the potential to impact natural resources. Please read their comments and adhere to their recommendations.

The enclosed agreement authorizes planning, design, layout and resource clearance activities at this time. Once resource reviews have been completed and clearances obtained and submitted to this office, you will receive a notice to proceed with the construction of the project.

Call me if you have any questions or concerns at (512) 389-8128.

Sincerely,

Andy Goldbloom, Manager
Recreational Trails Program

Enclosures

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Letter Amendment to the commercial lease between Hays County (Information Technology Dept.) and Yellow Rock Business Park, LLC to extend the lease for a term of one (1) year.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: \$1925.00/Month

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5472

REQUESTED BY: INGALSBE/MCGILL

SPONSORED BY: INGASLBE

SUMMARY: The commercial lease for the Hays County IT Dept. will be renewed at the same rental rate of \$1925.00 a month until January 31, 2012.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Letter Amendment to the commercial lease between Hays County (Information Technology Dept.) and Yellow Rock Business Park, LLC to extend the lease for a term of one (1) year.

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: \$1925.00/month

LINE ITEM NUMBER: 001-645-00.5472

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: No additional funds are needed.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FIRST AMENDMENT TO
COMMERCIAL LEASE BETWEEN
HAYS COUNTY AND YELLOW ROCK BUSINESS PARK, LLC

This 1st Amendment to a Commercial Lease first executed on or about the 29th day of January, 2008 ("Amendment") is made this ____ day of January, 2011, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Yellow Rock Business Park, LLC, a Texas limited liability company (hereinafter referred to as "Lessor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 35.A of the Agreement shall be amended as follows:

Lease Extension

This agreement shall be extended for a term of one (1) year to expire January 31, 2012.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED INCLUDING THE RENT RATE AT \$1925.00, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to a Commercial Lease is hereby executed this the ____ day of January, 2011, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

COUNTY

BY: DARRELL HILL, PARTNER
YELLOW ROCK BUSINESS PARK, LLC

HAYS COUNTY, TEXAS
DR. BERT COBB
HAYS COUNTY JUDGE

ATTEST: _____

LINDA FRITSCH
HAYS COUNTY CLERK



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2008

1. PARTIES: The parties to this lease are:

Tenant: Hays County, A Political Subdivision of the State of Texas

; and

Landlord: Yellow Rock Business Park LLC, A Texas Limited Liability Company.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number E containing approximately 1750 square feet of rentable area in Hunter Road Business Park (project name) at 3413 Hunter Rd (address) in San Marcos (city), Hays (county), Texas, which is further described on attached Exhibit "A" or as follows:

☐ (2) Single-Tenant Property: The real property at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 36 months and 0 days, commencing on: 2-01-08 (Commencement Date) and ending on 1-31-2011 (Expiration Date).

Commercial Lease concerning: _____

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

from <u>February 1 2008</u>	to <u>January 31 2011</u>	:	\$ <u>1925 / month</u>
from _____	to _____	:	\$ _____
from _____	to _____	:	\$ _____
from _____	to _____	:	\$ _____

B. **First Full Month's Rent:** The first full base monthly rent is due on or before February 1 2008

C. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. **Additional Rent:** In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Expense Reimbursement Addendum
☐ (2) Commercial Percentage Rent Addendum
☐ (3) Commercial Parking Addendum
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. **Place of Payment:** Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Yellow Rock Business Park
Address: 3413 Hunter Rd.
SAN MARCOS, TX 78666

F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after

(TAR-2101) 5-26-06

Initialed for Identification by Tenant: _____

and Landlord: DA

Page 3 of 14

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providing written notice. Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ 25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

6. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 0 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) <u>Internet</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

(TAR-2101) 5-28-08 Initialed for Identification by Tenant: [Signature], and Landlord: [Signature]

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Page 4 of 14

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Commercial Lease concerning: _____

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ 11.4 per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- (1) public liability insurance in an amount not less than \$300,000.00 on an occurrence basis naming Landlord as an additional insured; and
- (2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: Normal operations
of The Hays County Information Technology Department Initial DS
Initial DS

Commercial Lease concerning: _____

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 8 AM to 6 PM Monday - Saturday

Initial DA
Initial ED

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) Any process which uses water or creates wastewater other than normal Employee use of Restrooms & kitchen.

Initial DA
Initial ED

- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

Commercial Lease concerning: _____

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law. Landlord will clean common areas weekly.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants. Initial DA Initial S

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The

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, and Landlord: DA

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specified items include relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Exterior & overhead doors including closure devices, molding locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Fences and Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Storage yards and storage buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Cranes and related systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant ☐ is ☒ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20. *Tenant Required to change Filters monthly Initial OK Initial*

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

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Commercial Lease concerning: _____

- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses

19. **INDEMNITY**: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

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and Landlord: DA

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- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.
21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.
22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
23. **LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.
24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

Commercial Lease concerning: _____

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

- 27. ESTOPPEL CERTIFICATES:** Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises or Property are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. **REPRESENTATIONS:**

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. **BROKERS:** *NA*

A. The brokers to this lease are:

Cooperating Broker	License No.	Principal Broker	License No.
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	

Cooperating Broker represents Tenant.

Principal Broker: (Check only one box)

☐ represents Landlord only.

☐ represents Tenant only.

☐ Is an intermediary between Landlord and Tenant.

(TAR-2101) 5-26-06 Initialed for Identification by Tenant: *[Signature]*, and Landlord: *[Signature]*

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B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.
- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,
and a copy to:

Address: _____

Phone: _____ Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

Landlord at:

Address: _____

Phone: _____ Fax: _____

and a copy to:

Address: _____

Phone: _____ Fax: _____

☐ Landlord also consents to receive notices by e-mail at: _____

35. **SPECIAL PROVISIONS:**

A. Lease Extension

This Agreement is hereby subject to three one-year lease extensions, beginning February 1, 2011. Tenant may opt to extend this lease by providing written notice to Landlord at least thirty (30) days in advance of the start date for each respective extension. During any extension period, Tenant must pay rent equal to the Base Monthly Rent cited in Section 4(A) of this Agreement plus seven percent (7%).

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B. No Budget - Termination:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Hays County Commissioners Court fails to provide funding for this Agreement for Hays County's upcoming fiscal year, Tenant may terminate this Agreement after giving Landlord thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.


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Commercial Lease concerning: _____

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. **READ THIS LEASE CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.



Tenant
By _____ 1/29/08
Date

Printed Name Elizabeth Sumter
Title Hays County Judge

Attest:




Linda C. Fritsch, Hays County Clerk
Tenant
By _____
Date

Printed Name _____
Title _____



(TAR-2101) 5-26-03

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Landlord
By Yellow Rock Business Park 1-28-08
LLC. Date
Printed Name Darrell Hill
Title Partner

Landlord
By _____
Printed Name _____
Title _____

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DESCRIPTION OF 1.25 ACRES, MORE OR LESS, OF LAND AREA IN THE EDWARD BURLESON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT DESCRIBED AS 10.03 ACRES IN A DEED FROM CURTIS D. BRIGGS AND HELMER H. HAGEMAN TO BRT INVESTMENT CORPORATION DATED MAY 20, 1991 AND RECORDED IN VOLUME 874, PAGE 835, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the southeast right of way line of F.M. Highway No. 2439, for the common west corner of the Pitts Cemetery, being that tract described as 1.50 acres in a deed from Jacob Schmidt to James L. Malone et ux dated October 12, 1875 and recorded in Volume J, Page 28 of the Hays County Deed Records and the north corner of the BRT Investment Corp. tract, from which a concrete highway monument found at Highway Station 230+28.56 bears N 33° 25' 28" E 134.04 feet;

THENCE leaving the southeast right of way line of F.M. Highway No. 2439 and the PLACE OF BEGINNING with the common southwest line of the Pitts Cemetery and the northeast line of the BRT Investment Corp. tract, along and near a fence S 48° 13' 57" E 271.47 feet to a 4" wood fence post for the occupied south corner of the Pitts Cemetery and the west corner of that tract described as 2.13 acres in a deed from W.M. Soyars to Walter Kenneth Barnes et ux dated April 26, 1978 and recorded in Volume 309, Page 720 of the Hays County Deed Records, pass at 1.35 feet a broken nail found in stone column;

THENCE leaving the Pitts Cemetery and crossing the BRT Investment Corp. tract, the following two courses:

1. S 42° 23' 29" W 218.15 feet to a 1/2" iron rod set, and
2. N 46° 07' 38" W 238.76 feet to a 1/2" iron rod set in the curving southeast right of way line of F.M. Highway No. 2439;

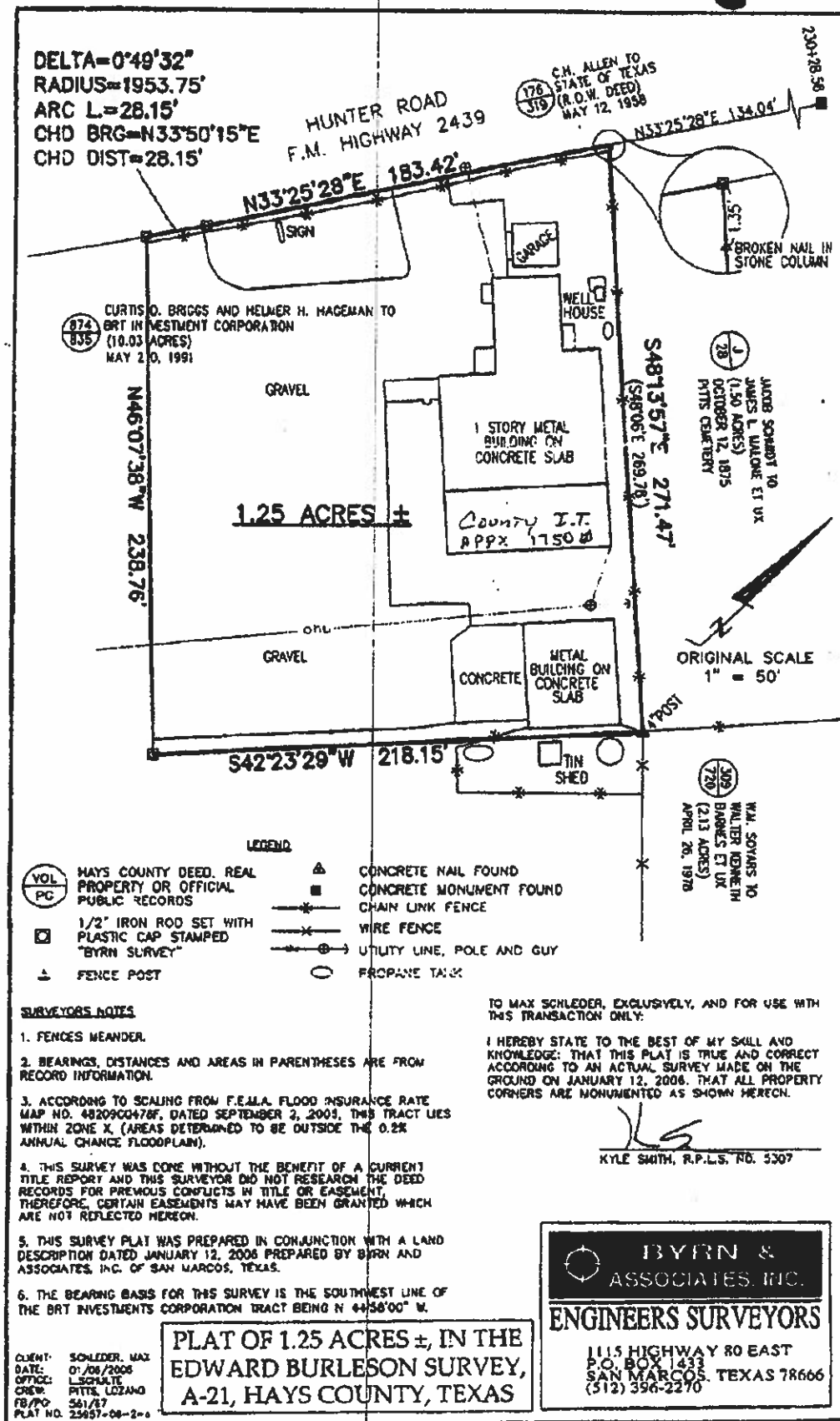
THENCE with the common southeast right of way of F.M. Highway No. 2439 and the northwest line of the BRT Investment Corp. tract, the following two courses:

1. with a left breaking curve having the following characteristics: central angle = 00° 49' 32", radius = 1953.75 feet, arc length = 28.15 feet and a chord which bears N 33° 50' 15" E 28.15 feet to a 1/2" iron rod set, and
2. N 33° 25' 28" E 183.42 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 1.25 acres, more or less, of land area as prepared from public records and a survey made on the ground on January 12, 2006 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The bearing basis for this description is the southwest line of the BRT Investment Corporation tract being N 44° 58' 00" W.


Kyle Smith, R.P.L.S. #5307

CLIENT: Schleder, Max
DATE: January 12, 2006
SURVEY: Burleson, Edward
COUNTY: Hays, Texas
JOB NO.: 25957-05
FND1.25



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 hire a temporary position in the Treasurer's office and amend budget accordingly.

CHECK ONE:

☐ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: \$12,918.00 (currently in Treasurer's budget)

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-620-00.5160

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY:

SUMMARY:

The Treasurer's office is in need of temporary help not to go beyond September 2011 to assist with the following projects:

****Create an access database to reference The Software Group information. Should TSG system go down there would be very limited payroll and revenue information prior to October 2010.**

****Pull all Bond invoices for FY '06, '07, '08, '09 and '10. It was discussed recently at a conference that all bond invoices must be maintained for the life of the bond plus 3 years.**

****Create a database for Unclaimed Funds to put on the Hays County website.**

****Scan deposit warrants and timesheets and move the scans to an electronic filing system on the New World System.**

****Assist with the initial set-up of the new electronic timekeeping system.**

The funds are currently available in the Treasurer's budget due to turnover and benefit savings.

Rate of pay would be \$12.00 per hour, not to exceed 1,000 hours.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to hire a temporary position in the Treasurer's office and amend budget accordingly.

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: \$12,918.00 (currently in Treasurer's budget)

LINE ITEM NUMBER: 001-620-00.5160

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Amend the Treasurer's budget & move \$6,509 from Health Insurance to Salaries (\$5,591) & to Fica/Med (\$918).

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2011

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 25th day of January, A.D., 2011, the Commissioners' Court of Hays County, Texas, has determined that a need exists for the reallocation of certain appropriations included in the FY 2011 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2011 be and they are hereby amended as indicated on the attached list.

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

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 25th day of January, 2011

FOR () _____
AGAINST () DR. BERT COBB
ABSTAIN () COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR () _____
AGAINST () DEBBIE GONZALES - INGALSBIE
ABSTAIN () COMMISSIONER, PRECINCT 1

FOR () _____
AGAINST () MARK JONES
ABSTAIN () COMMISSIONER, PRECINCT 2

FOR () _____
AGAINST () WILL CONLEY
ABSTAIN () COMMISSIONER, PRECINCT 3

FOR () _____
AGAINST () RAY WHISENANT
ABSTAIN () COMMISSIONER, PRECINCT 4

ATTEST: _____
LIZ GONZALEZ
COUNTY CLERK, HAYS COUNTY, TEXAS

**AMENDMENT
NO. 2011-022 CC
FY2011 BUDGET
1/25/2011**

**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>
<u>Treasurer (720):</u>				
001-720-00.5021 Staff	228,669	5,591		234,260
001-620-00.5101 Fica/Ret	52,620	918		53,538
001-620-00.5160 Insurances	67,070		(6,509)	60,561

Transfer for temporary position in Treasurer Office not to exceed 1,000 hours

**FUND NO. 070
FUND TITLE: JUVENILE CENTER**

<u>Juvenile Center (685):</u>				
070-685-00.5719 Misc. Eqpt	3,551	12,257		15,808
070-685-00.5207 Bldg. Maint. Supplies	70,000		(12,257)	57,743

Transfer for A/C replacement

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM:

Discussion and possible action to authorize the County Judge to execute a renewal of agreement, with modifications, between Hays County Personal Health Department (PHD) and Dr. Jurairat Molina, MD for pediatric allergy services to be provided in the Personal Health Department facility.

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

PREFERRED MEETING DATE REQUESTED: 01/25/2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: HARGRAVES

SPONSORED BY: INGALSBE

SUMMARY:

This is the renewal of the agreement which offers space within the PHD for Dr. Jurairat Molina, M.D. to provide pediatric allergy services to Medicaid or unfunded clients (currently at Medicaid rates) referred by the PHD and area physicians. These services will be provided from February 01, 2011 to February 01, 2012. Modifications have been made to further protect the County from liability, and to clarify the types of cases that will be handled by Dr. Molina.

MEMORANDUM OF AGREEMENT FOR PHYSICIAN SERVICES

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This Memorandum of Agreement for Physician Services (hereinafter "MOA") is entered into between the County of Hays, a political subdivision of the State of Texas (hereinafter "referred to as the County"), which has a principal business address at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and Dr. Jurairat Molina, whose primary place of business is located at <Street Address> <City> Texas, <Zip> (hereinafter referred to as the "Provider").

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The purpose of the Provider shall conduct an Allergy Clinic, the purpose of which is to provide an allergy evaluations and treatment of allergy diseases including allergic rhinitis, asthma, chronic cough, chronic sinusitis, food allergy, chronic skin allergy and other allergy-related conditions. The Allergy Clinic shall offer allergy skin testing and allergy shot (immunotherapy) as an option for treatment. The Allergy Clinic would shall provide a comprehensive treatment for those patients with allergies and asthma and other allergy-related conditions to promote a better quality of life and to reduce emergency room visits and hospitalization as well as to prevent complications such as respiratory difficulty and infection.

The Hays County Health Department in conjunction with Dr. Jurairat Molina Provider will shall provide initial care for allergy-related issues and treatment. This program is intended to effectively eliminates the barriers which that exist for many families and provides the access to an Allergy Specialist for consultation and treatment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the County and Dr. Molina Provider agree as follows:

Section 1. Scope of Work

1.1 The county County agrees to provide:

- 1.1.1 Space in which Provider can conduct the Allergy Clinic for the medical provider at no charge within the Hays County Health Department facility, located at 401-A Broadway Street, San Marcos, TX 78666.
- 1.1.2 Scheduling and Pre-screening for Medicaid-Medicaid clients.
- 1.1.3 Emergency basic life support.
- 1.1.4 Access to standard office supplies in the County's possession.

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1.2 The Provider agrees to provide:

- 1.2.1 Patient care to all allergy patients with by conducting allergy evaluations, which may include allergy skin testing, pulmonary function testing for evaluation of asthma and other respiratory problems, and treatment which may include allergy immunotherapy.
- 1.2.2 Medical provider Medicaid client billing.
- 1.2.3 Any Support staff that Provider needs to conduct the Allergy Clinic.
- 1.2.4 Professional liability coverage in an amount equal to or greater than the industry standard for a physician practicing in Provider's specialization. Evidence of said professional liability coverage is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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- 1.3 No monetary exchange will take place in respect to this MOA between the above parties. In exchange for Provider's operation of the Allergy Clinic, the County hereby agrees to meet its obligations under this MOA at no charge to Provider. In exchange for the County's provision of space for the Allergy Clinic, Provider hereby agrees to meet his obligations under this MOA at no charge to County.

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Section 2. Term

- 2.1 The period of performance for activities under the MOA shall be from 02/01/2010 to 01/31/2012, unless this MOA is terminated at an earlier date. (See Section 3).

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Section 3. Termination

- 3.1 This MOA may be terminated at any time upon the thirty (30) days' written notification of by the Partiesparty seeking termination.

Section 4. Dispute Resolution

- 4.1 -Any charge disputes arising from this MOA shall first be resolved by informal discussions between the county and provider. Any dispute which-that cannot be resolved by informal discussions between county and provider within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days), may be resolved through mandatory arbitration mediation. If a dispute cannot be resolved by mediation, then either party to this MOA may seek relief in a Hays County court of appropriate jurisdiction.

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Section 5. Liability and Indemnification; Waiver of Subrogation

- 5.1 This MOA establishes that this program is not a health insurance program.

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- 5.2 Provider agrees to indemnify and hold harmless the County, and its directors, officers, employees, agents, shareholders, subsidiaries, and affiliates (collectively, the "Indemnified Persons") for any loss, liability, claim, damage, expense arising from third-party claims (collectively, "Damages") in connection with actions performed by Provider and its agents under this MOA.

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- 5.3 Provider hereby waives all rights of subrogation against the County for bodily injury (including death) or any other loss arising from actions performed by Provider under this MOA.

Section 6. Non-discrimination

- 6.1 In connection with the delivery of services under this MOA, county-County and provider-Provider agree to comply with the Civil Rights Act of 1964 and all other Federal, State or local laws, rules and orders prohibiting discrimination.

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Section 8. Assignment

- 8.1 This MOA may not be assigned, delegated, or transferred by either the county-County or the pProvider without the express written consent and authorization by both parties. The provisions of the MOA shall be binding upon and shall inure to the benefit of county-County and provider-Provider hereto and their duly authorized transferees, successors and assigns.

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Section 9. Severability

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Section 10. Proprietary Information

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Section 11. Entire MOA/Amendments

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IN WITNESS WHEREOF, County and Provider hereby execute this MOA by their duly authorized representatives, effective this the ____ day of _____, 20__.

COUNTY

PROVIDER

Date _____

Date _____

Liz Q. Gonzalez, Hays County Clerk

MEMORANDUM OF AGREEMENT FOR PHYSICIAN SERVICES

This Memorandum of Agreement for Physician Services (hereinafter "MOA") is entered into between Hays County, a political subdivision of the State of Texas (hereinafter "County"), which has a principal business address at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and Dr. Jurairat Molina, whose primary place of business is located at <Street Address>, <City>, Texas, <Zip> (hereinafter "Provider").

Provider shall conduct an Allergy Clinic, the purpose of which is to provide allergy evaluations and treatment of allergy diseases including allergic rhinitis, asthma, chronic cough, chronic sinusitis, food allergy, chronic skin allergy and other allergy-related conditions. The Allergy Clinic shall offer allergy skin testing and allergy shot (immunotherapy) as an option for treatment. The Allergy Clinic shall provide a comprehensive treatment for those patients with allergies and asthma and other allergy-related conditions to promote a better quality of life and to reduce emergency room visits and hospitalization as well as to prevent complications such as respiratory difficulty and infection.

The Hays County Health Department in conjunction with Provider shall provide initial care for allergy-related issues and treatment. This program is intended to effectively eliminate the barriers that exist for many families and provides access to an Allergy Specialist for consultation and treatment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the County and Provider agree as follows:

Section 1. Scope of Work

1.1 The County agrees to provide:

- 1.1.1 Space in which Provider can conduct the Allergy Clinic within the Hays County Health Department facility, located at 401-A Broadway Street, San Marcos, TX 78666.
- 1.1.2 Scheduling and Pre-screening for Medicaid clients.
- 1.1.3 Emergency basic life support.
- 1.1.4 Access to standard office supplies in the County's possession.

1.2 Provider agrees to provide:

- 1.2.1 Patient care to all allergy patients by conducting allergy evaluations, which may include allergy skin testing, pulmonary function testing for evaluation of asthma and other respiratory problems, and treatment which may include allergy immunotherapy.
- 1.2.2 Medical provider Medicaid client billing.
- 1.2.3 Any Support staff that Provider needs to conduct the Allergy Clinic.
- 1.2.4 Professional liability coverage in an amount equal to or greater than the industry standard for a physician practicing in Provider's specialization. Evidence of said professional liability coverage is attached hereto as Exhibit "A" and incorporated herein for all purposes.

1.3 In exchange for Provider's operation of the Allergy Clinic, the County hereby agrees to meet its obligations under this MOA at no charge to Provider. In exchange for the County's provision of space for the Allergy Clinic, Provider hereby agrees to meet his obligations under this MOA at no charge to County.

Section 2. Term

2.1 The period of performance for activities under the MOA shall be from 02/01/2011 to 01/31/2012, unless this MOA is terminated at an earlier date (See Section 3).

Section 3. Termination

- 3.1 This MOA may be terminated at any time upon the thirty (30) days' written notification by the party seeking termination.

Section 4. Dispute Resolution

- 4.1 Any charge disputes arising from this MOA shall first be resolved by informal discussions between the county and provider. Any dispute that cannot be resolved by informal discussions between county and provider within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days), may be resolved through mediation. If a dispute cannot be resolved by mediation, then either party to this MOA may seek relief in a Hays County court of appropriate jurisdiction.

Section 5. Liability; Indemnification; Waiver of Subrogation

- 5.1 This MOA establishes that this program is not a health insurance program.
- 5.2 Provider agrees to indemnify and hold harmless the County, and its directors, officers, employees, agents, shareholders, subsidiaries, and affiliates (collectively, the "Indemnified Persons") for any loss, liability, claim, damage, expense arising from third-party claims (collectively, "Damages") in connection with actions performed by Provider and its agents under this MOA.
- 5.3 Provider hereby waives all rights of subrogation against the County for bodily injury (including death) or any other loss arising from actions performed by Provider under this MOA.

Section 6. Non-discrimination

- 6.1 In connection with the delivery of services under this MOA, County and Provider agree to comply with the Civil Rights Act of 1964 and all other Federal, State or local laws, rules and orders prohibiting discrimination.

Section 7. Governing Laws

- 7.1 This MOA shall be governed and construed in accordance with the laws of the State of Texas, and is subject to all applicable Federal laws, regulations, rules and policies.

Section 8. Assignment

- 8.1 This MOA may not be assigned, delegated, or transferred by either the County or Provider without the express written consent and authorization by both parties. The provisions of the MOA shall be binding upon and shall inure to the benefit of County and Provider hereto and their duly authorized transferees, successors and assigns.

Section 9. Severability

- 9.1 The provisions of this MOA are not severable. In the event that anyone or more provisions of this MOA are deemed null, void, illegal or unenforceable, County and Provider shall renegotiate or terminate the remaining provision of this MOA unless mutually agreed otherwise.

Section 10. Proprietary Information

10.1 The parties agree that all materials and information pertaining to this agreement provided to the participating health center, including, but not limited to County's name/trademark, logo, Participating Employee Lists, compensation methodologies and rates, and any other specific administrative details, is the proprietary property of county. Participating Health Center will safeguard such information in accordance with the requirements of state and federal law, and shall not use such information, directly or indirectly, for any purpose other than to accomplish the purposes of this agreement, nor shall participating county disclose or release any information pertaining to this agreement to the media or any third party without the prior written consent of the company. This specifically includes, but is not limited to, use of any of the above referenced materials or information, directly or indirectly, to further the business purposes of any organization or business other than the company to whom the information pertains. *This provision shall survive termination or expiration of this Agreement for any reason.*

Section 11. Entire MOA/Amendments

11.1 This MOA represents the complete understanding of County and Provider. Any amendments to this MOA shall be in writing and signed by both County and Provider. This MOA supersedes any other agreement of understandings between County and Provider whether oral or written, relating to the scope of work as described in Attachment A. No such other agreements or understandings may be enforced by either County or Provider nor may they be employed for interpretation purposes in any dispute involving this MOA.

IN WITNESS WHEREOF, County and Provider hereby execute this MOA by their duly authorized representatives, effective this the ____ day of _____, 20__.

COUNTY

PROVIDER

Dr. Bert Cobb Hays County Judge 111 E. San Antonio, Suite 300 San Marcos, TX 78666	Date
---	------

Dr. Jurairat Molina
Medical Doctor

ATTEST: _____
Liz Q. Gonzalez, Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible resolution of the Commissioners Court, establishing policies and procedures associated with Right of Way and Right of Way acquisition, including but not limited to the independent authority of Hays County Commissioners acting as *Ex Officio* Road Commissioners and the authority of the County Judge to execute Possession and Use Agreements.

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

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY/COBB

SPONSORED BY: COBB

SUMMARY: At a meeting of the Commissioners Court on January 18, 2011, the Court asked that a draft resolution regarding the above-captioned matter be presented for consideration. The attached document is that draft resolution.



RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, Hays County is experiencing continued growth that is projected to continue in the coming years; and

WHEREAS, Hays County plans to accommodate that growth, in part, by making county-wide road improvements to enhance safety and mobility; and

WHEREAS, the Hays County Commissioners Court has identified a large number of active road projects by way of 1) a Pass Through Toll Agreement between Hays County and the Texas Department of Transportation 2) a declaration of "Priority Roads," both of which were included in a bond proposition that was passed by the citizens of Hays County on or about the 4th day of November, 2008 and 3) road improvements to Dacy Lane in Precincts 1 and 2; and

WHEREAS, the Hays County Commissioners are also *Ex Officio* Road Commissioners and may act with any and all authority granted to them by the Hays County Commissioners Court; and

WHEREAS, the Hays County Commissioners Court has determined that granting greater autonomy to *Ex Officio* Road Commissioners in the management and oversight of road projects in their respective precincts would streamline the efficiency of road projects and save on project costs; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners, acting in their capacity as *Ex Officio* Road Commissioners, are hereby authorized to perform the following duties related to roads in their respective precincts:

- 1) Determine the priority and sequence of road-related projects, based on the Commissioner's assessment of road conditions, with input from Hays County staff and consultants;
- 2) Execute work authorizations for any road-related contracts that have been approved by the Hays County Commissioners Court;
- 3) Authorize the payment of invoices for road-related projects (such authorization to be received by the Hays County Auditor); and
- 4) Authorize Change Orders for road-related projects, as long as the Change Order does not exceed a value of twenty-five thousand dollars (\$25,000 USD) and does not increase the total contract amount by more than ten percent (10%) or decrease the total contract amount by more than twenty percent (20%).
- 5) Negotiate the terms and conditions of Right of Way acquisition, granted that the decision to file suit for Right of Entry, Condemnation, or other acquisition-related matters shall remain the prerogative of the Hays County Commissioners Court.
- 6) Coordinate the execution of Closing documents and/or Possession and Use Agreements by the Hays County Judge, which shall first be approved and cosigned by the Commissioner, the County Auditor, and legal counsel; and which are hereby authorized up to an amount equal to the estimated market value of the acquisition property.
- 7) Exercise any and all other powers granted to them by the Hays County Commissioners Court or otherwise granted to them by law.

None of the above provisions shall be construed to grant a Commissioner the authority to expand the budget or substantially expand the scope of a road-related project that has already been considered and approved by the Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 25th day of January, 2011.

Dr. Bert Cobb
Hays County Judge

Debbie Ingalsbe
County Commissioner, Pct. 1

Will Conley
County Commissioner, Pct. 3

Mark Jones
County Commissioner, Pct. 2

Ray Whisenant
County Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez, Hays County Clerk



RESOLUTION

STATE OF TEXAS
COUNTY OF HAYS

§
§

WHEREAS, Hays County is experiencing continued growth that is projected to continue in the coming years; and

WHEREAS, Hays County plans to accommodate that growth, in part, by making county-wide road improvements to enhance safety and mobility; and

WHEREAS, the Hays County Commissioners Court has identified a large number of active road projects by way of 1) a Pass Through Toll Agreement between Hays County and the Texas Department of Transportation 2) a declaration of "Priority Roads," both of which were included in a bond proposition that was passed by the citizens of Hays County on or about the 4th day of November, 2008 and 3) road improvements to Dacy Lane in Precincts 1 and 2; and

WHEREAS, the Hays County Commissioners are also *Ex Officio* Road Commissioners and may act with any and all authority granted to them by the Hays County Commissioners Court; and

WHEREAS, the Hays County Commissioners Court has determined that granting greater autonomy to *Ex Officio* Road Commissioners in the management and oversight of road projects in their respective precincts would streamline the efficiency of road projects and save on project costs; and

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- 3) Authorize the payment of invoices for road-related projects (such authorization to be received by the Hays County Auditor); and
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- 6) Coordinate the execution of Closing documents and/or Possession and Use Agreements by the Hays County Judge, which shall first be approved and cosigned by the Commissioner, the County Auditor, and legal counsel; and which are hereby authorized up to an amount equal to the estimated market value of the acquisition property.
- 7) Exercise any and all other powers granted to them by the Hays County Commissioners Court or otherwise granted to them by law.

None of the above provisions shall be construed to grant a Commissioner the authority to expand the budget or substantially expand the scope of a road-related project that has already been considered and approved by the Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 25th day of January, 2011.

Dr. Bert Cobb
Hays County Judge

Debbie Ingalsbe
County Commissioner, Pct. 1

Will Conley
County Commissioner, Pct. 3

Mark Jones
County Commissioner, Pct. 2

Ray Whisenant
County Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez, Hays 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 Amendment No. 1 to the Advance Funding Agreement.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted road bond funds. (already allocated)

REQUESTED BY: The county road bond managers at Prime Strategies, Inc. and Commissioner Jones.

SPONSORED BY: Commissioner Precinct 2 Mark Jones.

SUMMARY: The AFA was originally approved by Commissioners Court on May 4, 2010. There was a revision to the AFA that showed a minor change to the agreement by TxDOT. On the last page, Page 10, Paragraph C was deleted by the County. TxDOT did not accept the deletion and re-inserted the paragraph into the agreement. Hays County accepted the change. Attached is a copy of the Amendment No. 1 to the Advance Funding Agreement to construct the realignment of FM 2001 east of IH 35 in Buda. This Amendment reflects the Direct State Costs to be funded by the State.

See attachment.

Paula Gruber

From: Liz Gonzalez [lgonzalez@co.hays.tx.us]
Sent: Thursday, December 30, 2010 3:20 PM
To: Jeff Barton
Cc: Phyllis Burnett
Subject: AFA Amend #1 FM 2001
Attachments: FM 2001.PDF

Commissioner,

I have this document but it hasn't gone thru Commissioners Court for approval. On Jul 15, 2010 we approved the Contract but since then, there hasn't been an AFA/AFA Amendment on FM 2001. Let me know what you decide.

Thanks,

Liz Gonzalez

Chief Deputy Hays County Clerk
137 N. Guadalupe
San Marcos, TX 78666
Tel - 512-393-7333
Fax - 512-393-7337



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 2, 2010

Hays County
CSJ: 1776-02-015
FM 2001 Realignment

The Honorable Jeff Barton
County Commissioner
Hays County
111 E. San Antonio, #300
San Marcos, Texas 78666

Dear Commissioner Barton:

Enclosed are two originals of Amendment No. 1 to the Advance Funding Agreement executed July 15, 2010, for the above project to construct the realignment of FM 2001 east of I-35 in Buda. The Amendment reflects the Direct State Costs to be funded by the State.

Please sign, date and return both documents to this office for further execution. An executed Amendment will be returned to you for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,


Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

cc: Donald E. Nyland, P.E., S. Travis Area Office
Elizabeth Sumter, County Judge, Hays County

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

CSJ # 1776-02-015
District # 14 - Austin
Code Chart 64 # 50106
Project: FM 2001 Realignment
Federal Highway Administration
CFDA # N/A

STATE OF TEXAS §
COUNTY OF TRAVIS §

 **ORIGINAL**

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Hays County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 15th day of July, 2010 to effectuate their agreement to for the construction of the realignment of a section of FM 2001 from the existing Overpass Road/FM 2001 intersection east of FM 2001; and,

WHEREAS, the State has agreed to fund Direct State Costs at 1% for this project; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

Attachment A is being deleted in its entirety and replace with Attachment A-1, contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization represented.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hays County
Name of Local Government

By: _____
Signature

Printed Name

Hays County Judge
Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Signature
Janice Mullenix
Director of Contract Services

Date

CSJ # 1776-02-015
 District # 14 – Austin
 Code Chart 64 # 50106
 Project: FM 2001 Realignment
 Federal Highway Administration
 CFDA # N/A

ATTACHMENT A-1

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of the realignment of FM 2001 from the existing FM 2001/Overpass Road Intersection, 0.1 miles east of I-35, south and east to FM 2001, approximately 1.4 miles, which is an on-system location. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of work is \$4,000,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of the FM 2001 realignment	\$4,000,000	0%	\$0	100%	\$4,000,000
Subtotal	\$4,000,000	0%	\$0	100%	\$4,000,000
Direct State Costs (including plan review, inspection and oversight)	\$40,000	1%	\$40,000	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
TOTAL	\$4,040,000		\$40,000		\$4,000,000

Local Government's Participation (100%) = \$4,000,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

CSJ # 1778-02-015
District # 14 - Austin
Code Chart 84 # 50106
Project: FM 2001 Realignment
Federal Highway Administration
CFDA # N/A

Work Responsibilities

Environmental Requirements

- A. The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- B. To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.
- C. The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, prior to beginning work.

Engineering Services

- A. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards. A project development schedule of design activities shall be supplied to the TxDOT Georgetown Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60%, 90% and 100% plans in accordance with the Austin District's Project Development Review Process.
- C. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- D. The Local Government shall submit the completed PS&E to the AUS District Design Office for review and approval at least 14 weeks prior to the Local Government's anticipated bid opening date.

Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.
- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will review and approve all contract change orders.

Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the existing maintenance agreements with the Local Government.

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 the execution of the Advance Funding Agreement for FM 2001 Realignment, CSJ #1776-02-015.

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

PREFERRED MEETING DATE REQUESTED: January 29, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

The AFA was originally approved by Commissioners Court on May 4, 2010. However, there was a minor change to the agreement by TxDOT. On the last page, Page 10, paragraph C was deleted by the County. TxDOT did not accept the deletion and put it back into the contract. Barton and Weaver found the change acceptable.

FILED: JUN 29 2010
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 27204 VOL U PC 373



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

July 16, 2010

Hays County
CSJ: 1776-02-015
FM 2001 Realignment

Honorable Elizabeth Sumter
Hays County Judge
111 E. San Antonio St., #300
San Marcos, Texas 78666

Dear Judge Sumter:

Enclosed is an executed Advance Funding Agreement for the above project. The Project consists of the construction of the FM 2001 realignment from 0.645 mi east of I-35 to south of Hillside Terrace.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachment

cc: Donald E. Nyland, P.E., Area Engineer
Mike Walker
Danny Stabeno
Chris Hatla
Hector Vidaurri, GSD/CSS (original)
Kevin Steele, FIN
Lizette Colbert, South Region Support Center

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

 **ORIGINAL**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Hays County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 110689 authorizes the State to undertake and complete a highway improvement generally described as the realignment of an existing roadway; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of the realignment of a section of FM 2001 from the existing Overpass Road/FM 2001 intersection east to FM 2001 (approximately 1.5 miles), hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will acquire all necessary right-of-way and will provide for all utility adjustments needed for performance of the work.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property

interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ♦ by mutual written agreement and consent of both parties;
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ♦ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Hays County Judge 111 E. San Antonio, Suite #300 San Marcos, Texas 78666	Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain

this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Debarment

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 19. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By Ph Strauder Date 7/15/10
for District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Hays County

By [Signature] Date 6/18/2010

Typed or Printed Name and Title ELIZABETH SMITH
Hays County Judge

CSJ #1776-02-015
 District #14
 Code Chart 64 #50106
 FM 2001 Realignment
 CFDA#: N/A

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of the realignment of FM 2001 from the existing FM 2001/Overpass Road intersection, 0.1 miles east of I-35, south and east to FM 2001, approximately 1.4 miles. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of work is \$4,000,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Construction of the FM 2001 realignment	\$4,000,000	100%	\$4,000,000
Subtotal	\$4,000,000		\$4,000,000
Direct State Costs (including plan review, inspection and oversight)	\$0	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0
TOTAL	\$4,000,000		\$4,000,000

Direct and Indirect State Cost will not be charged.

Local Government's Participation (100%) = \$4,000,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

Environmental Requirements

- A. The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- B. To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.
- C. The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained.

Engineering Services

- A. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the 2005 edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards.
- C. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- D. The Local Government shall submit the completed PS&E to the State for review and approval.

Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

CSJ #1776-02-015
District #14
Code Chart 64 #50106
FM 2001 Realignment
CFDA#: N/A

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will review and approve contract change orders.

Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM:

Discussion and possible action to authorize the Hays County Juvenile Center to contract with Avatt Air Conditioning and Electrical to replace one 15 ton air conditioner in the amount of \$12,256.44.

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

WORKSHOP

PROCLAMATION

PRESENTATION

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: \$12,256.44

LINE ITEM NUMBER OF FUNDS REQUIRED: 070-685-00-5207

REQUESTED BY: Brett Littlejohn

SPONSORED BY:

SUMMARY:

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the Hays County Juvenile Center to contract with Avatt Air Conditioning and Electrical to replace one 15 ton air conditioner in the amount of \$12,256.44 and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: January 25, 2011

COUNTY AUDITOR

AMOUNT: \$12,256.44

LINE ITEM NUMBER: 070-685-00-5719

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This will require a budget amendment in the Juvenile Detention Center budget from 070-685-00.5207 (Bldg Supplies) to .5719 (Misc. Bldg Equip). It is unlikely that this will leave adequate funds in the supply line item to complete the budget year.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



AIR CONDITIONING & ELECTRICAL

340 C.R. 260 Liberty Hill, TX 78642
 Phone 512/515-5580 Fax 512/515-6829
 TACLA26518C TECL26042

QUOTE

DATE	INVOICE #	CUST #
12/30/2010	0000001430	0000137

BILL TO:

Hays County Purchasing Department
 Hays County Auditor's Office
 111 E San Antonio St Ste 100
 San Marcos TX 78666

SHIP TO:

Hays County Purchasing Department
 Sandy King
 512-393-5220*212
 San Marcos, TX 78666

JOB NAME		TERMS	SALES PERSON	
		NET 30	0006	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
	This quote is for replacement of the 15 ton gas pack unit. No hail guards or in this price.			
1.00	15 ton gas Carrier Unit Man/outside air damper	10,942.44	10,942.44	
16.00	Labor	54.00	864.00	
1.00	Crane Rental	450.00	450.00	
TOTAL			\$12,256.44	

Regulated by The Texas Department of Licensing and Regulation
 P. O. Box 12157, Austin, Texas 78711
 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



To: Hays Juvenile Detention Center
 Attention: Mr. Sandy King
 From: Matt Nolen
 Proposal: 12.5 Ton Packaged A/C with Gas Heat Replacement Option
 Date: December 30, 2010 Proposal Good Through 1/28/2011

Aire Serv Heating & Air Conditioning is pleased to provide the following confidential proposal.

Removal and disposal of the existing 12.5 ton packaged A/C with gas heat (crane lift included)			
Installation of a new 12.5 packaged Carrier A/C with gas heat			
Re-use the existing drain line			
Install new duct transitions to tap into the existing duct			
Re-use the existing electrical connections			
Re-use the existing controller			
System start up and check			
Manufacturer's standard limited parts warranty			
One year labor warranty on workmanship			
Net price for Carrier 12.5 Ton Packaged A/C with Gas Heat	\$	13,394.72	Excluding Tax <input type="checkbox"/>
Add for Condenser Hail Guards	\$	398.46	Excluding Tax <input type="checkbox"/>
Add for a New Digital Programmable Controller	\$	212.25	Excluding Tax <input type="checkbox"/>

Notes:

The supply and return duct openings for the existing unit and the new unit line up at the end of the unit. We typically like to give different equipment brand options; however, the Carrier unit has duct collars at the end of the unit and other Brands have the duct collars on the side (the long side) of the unit and will not line up well with the existing duct.

Thank you for considering Aire Serv Heating & Air Conditioning for this project.
 If you have any questions regarding this proposal please call us at (512) 396-COLD (2653).

Owner Approval (Sign and Date)

Matt Nolen 12/31/10

Customer Approval (Sign and Date)

Please check the box of the selected options.

Aire Serv of the River Cities
 SM (512) 353-0143 * NB (830) 625-COLD * SA (210) 375-COLD
www.aireserv.com
 Independently Owned and Operated Franchise
 License # TACLA021183C



turn to the experts

January 19, 2011

Carrier Commercial Service
1130 Rutherford Lane, Suite 100
Austin, TX 78753
ph 512-719-6400
c: 630

Hays County Detention Center
Cindy Maiorka
2250 Clovis Barker Rd
San Marcus, Texas 78666

Quote #:

We are pleased to present pricing for the following project: **Package A/C Replacement**

Scope of work:

Provide and Install one (1) new Carrier 48TC\$14A2G6 Packaged Cooling and Gas Heating Unit. The installation includes the unit, labor, new gas flex line, crane and rigging. The unit comes with a standard 1 year parts and 5 year compressor parts only warranty. Add \$1085.00 for an additional 5 year parts and labor warranty

Exclusions:

Labor performed outside normal business hours unless otherwise specified

Quote does not include the price for original diagnostics

Waste disposal, including waste oil

Additional repairs and parts found to be necessary during the performance of quoted repair

TACLA30430C Regulated by the Texas Dept. Licensing and Regulation. PO Box 12157, Austin, Tx 78711. 800-803-9202

Total Price for Scope of Work excluding applicable taxes: \$13,183.00

The terms of payment are net upon receipt of invoice. The price quoted does not include any sales, excise, or similar taxes, it being understood that any which apply are to be added at cost. This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely

Dwight Hammers

Carrier Commercial Service

To accept, fax signed document to: (512)-719-6499

Hays County Detention Center

Customer Company Name

Customer Acceptance (typed/printed name)

Title

PO Number

Customer Acceptance (signature)

Date

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2011

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 25th day of January, A.D., 2011, the Commissioners' Court of Hays County, Texas,

has determined that a need exists for the reallocation of certain appropriations included in the FY 2011 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2011 be and they are hereby amended as indicated on the attached list.

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

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 25th day of January, 2011

FOR	()	_____
AGAINST	()	DR. BERT COBB
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

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

FOR	()	_____
AGAINST	()	MARK JONES
ABSTAIN	()	COMMISSIONER, PRECINCT 2

FOR	()	_____
AGAINST	()	WILL CONLEY
ABSTAIN	()	COMMISSIONER, PRECINCT 3

FOR	()	_____
AGAINST	()	RAY WHISENANT
ABSTAIN	()	COMMISSIONER, PRECINCT 4

ATTEST:

LIZ GONZALEZ
COUNTY CLERK, HAYS COUNTY, TEXAS

**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>Treasurer (720):</u>				
001-720-00.5021 Staff	228,669	5,591		234,260
001-620-00.5101 Fica/Ret	52,620	918		53,538
001-620-00.5160 Insurances	67,070		(6,509)	60,561

Transfer for temporary position in Treasurer Office not to exceed 1,000 hours

**FUND NO. 070
FUND TITLE: JUVENILE CENTER**

<u>Juvenile Center (685):</u>				
070-685-00.5719 Misc. Eqpt	3,551	12,257		15,808
070-685-00.5207 Bldg. Maint. Supplies	70,000		(12,257)	57,743

Transfer for A/C replacement

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 regarding LCRA's intention to market 32 LCRA-owned water and/or wastewater systems for sale as a single block, with consideration for quality of service, commitment to infrastructure, ability to meet standards and ability to compensate LCRA.

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

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: WHISENANT

SPONSORED BY: WHISENANT

SUMMARY: At a meeting of the Commissioners Court on January 18, 2011, the Court passed a resolution regarding the above-stated intention of LCRA. After that Court session, Hays County representatives met with LCRA. This item provides an opportunity for the Commissioners Court to continue considering this issue as it develops.

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:

Consider granting a variance to Hays County Development Regulations, Chapter 715, Subchapter 4.01 to allow permitting of an On Site Sewage Facility and Development Permit to Larry Spector, owner of approximately 9.254 acres in the Los Ranchos Subdivision in Precinct 4.

CHECK ONE: ☒ Subdivision ☐ Road ☒ Staff Recommendation

PREFERRED MEETING DATE REQUESTED: 1-25-2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: James Garza

SPONSORED BY: Commissioner Whisenant

SUMMARY:

Mr. Spector applied for a permit to construct an On Site Sewage Facility in December of this year. He has been informed that the parcel he owns is an illegal division of land and is required to be platted under the local government code. The properties in question are parts of lots 19 and 20 in the Los Ranchos subdivision. Beginning in 1988 the lots were divided without a replat creating non compliant lots that were then gifted to family members. Mr. Spector acquired portions of the newly created, non-compliant, tracts and currently owns 9.254 acres.

Attached is a drawing and letter from Mr. Spector. In which, he agrees to file restrictive covenants or an affidavit stating no further division or sale of the non-compliant parcels will take place until the property is replatted.

STAFF REVIEW/COMMENTS

"E" is the same property as the 1.3393 acres surveyed by Ronald D. Hynes on 11/24/110

GRANDE STREET

Property owned by
Larry Spector's
outlined in bold

TIMMONS
Residence
built in 1980s

4.00 acres

Mossbacker sells
to Timmons 1980s

D
1.00
acre
Spector
buys 1997

Spector
Shed
built prior to Spector
E

1.343 acres

Spector
buys 1997

Spector
Residence
built in 1988

Lot 20

B

2.00 acres

Spector
buys in 1988

A

2.00 acres

Spector buys in 1999

Existing house
built in
1997+

4.629 acres

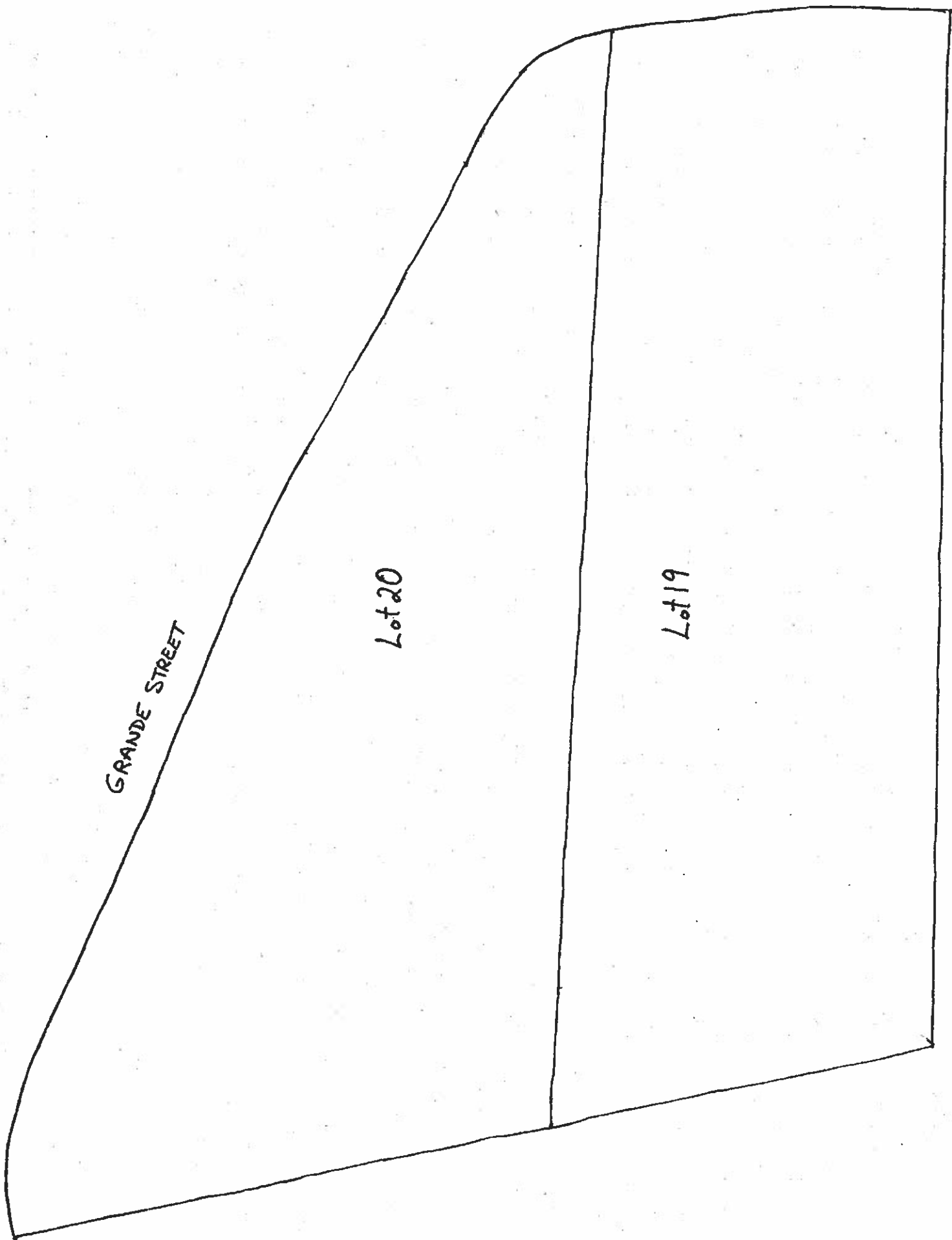
Sold by
Spector to
Dodds in
1997

2.67 acres

Sold by
Spector to
TIMMONS
in
2001

(.518 acres
out of Lot 20
2.152 acres
out of Lot 19)

Lot 19



January 17, 2011

TO: The Hays County Commissioners Court

I, Lawrence Spector, own approximately 9.254 acres out of Lots 19 and 20 of Los Ranchos, a subdivision in Hays County. Prior to my purchase of this property, Lot 20 had been purchased and informally divided into 5 pieces by my former father-in-law, Mervyn Mossbacker, Sr., and conveyed to third parties. Beginning in 1988 (when I purchased the 2.00 acre tract, designated as "Tract B" on the attached drawing), I acquired some of these parcels from my former wife's family members.

In 1988, I constructed the existing residence on Tract B. As a result of various purchases and sales, I own approximately 9.254 acres, being the area outlined by the large bold lines on the attached drawing.

Recently, I began to improve the shed structure located on the 1.343 acre parcel (1.3393 acres per the 11/24/10 survey by Ronald D. Hayes) designated as "Tract E" on the attached drawing. That structure has existed on the property for over 25 years, having been constructed prior to Mr. Mossbacker's purchase of the property. I intend to reconstruct the original "footprint" of that structure as well as the addition of a garage and patio. Shortly after I began these improvements, I was contacted by Hays County personnel who informed me that I needed to obtain a building permit, a driveway permit, a septic permit, and be assigned an address. I have been granted the driveway permit and the address.

I was also informed that I need to replat the property so as to create one or more legal lots. I did not realize that I needed to do so. I didn't even know what "platting" was until it was explained to me. I now intend to do so, but not knowing how I might eventually divide the 9.254 acres into perhaps more than one legal lot, I request the Hays County Commissioners Court to allow the building permit and septic permit to be issued to me at this time on the condition that the property be replatted (in accordance with the law) prior to the sale of any or all of the property by me (or my heirs or beneficiaries if I die before conveying any or all of the property). I am willing to sign an affidavit or a deed restriction for such purpose if the Court desires for me to do so. Thank you for your consideration.



Lawrence Spector
(512) 695-3186
lcspector@yahoo.com

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

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

PREFERRED MEETING DATE REQUESTED: January 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Amy Madison

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Amy Madison will provide a presentation and update, with back-up, in Executive Session.