Commissioners Court –July 17, 2012
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **17th day of July, 2012**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**
ROLL CALL

PRESENTATIONS & PROCLAMATIONS		
1	4-6	Presentation of the Texas Historical Commission's Distinguished Service Award certificate to the Hays County Historical Commission. **COBB**
2	7	Presentation by Halff Associates, Inc. on the status of the flood protection planning/drainage basin study. **CONLEY/HAUFF**

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.

3	8	Approve payments of county invoices. **HERZOG**
4	9-14	Approve Commissioners Court Minutes of July 3, 2012. **COBB/GONZALEZ**
5	15-16	Amend the budget of Justice of the Peace, Pct 3 for Jury expense from Continuing Education. **CONLEY/CABLE**
6	17-18	Approve moving funds budgeted in the Sheriff's Office Operating Budget to Information Technology budget for software maintenance. **COBB/CUTLER**
7	19-21	Approve Provider Agreement between Hays County Personal Health Department and Community Action Inc., of Hays, Caldwell and Blanco Counties Head Start Program. **INGALSBE**
8	22-27	Approve Utility Permits. **COBB**
9	28-30	Approve out of state travel for Chuck Chapman, Emergency Preparedness Coordinator, to attend the Program F, 12-06 ITC Class, August 12 to August 18, 2012 at the Center for Domestic Preparedness (CDP) in Anniston, Alabama. **COBB/CHAPMAN**
10	31-32	Accept a $100.00 donation to the Hays County Sheriff's Office Community Outreach program and amend the budget accordingly. **COBB/CUTLER**
11	33-37	Accept the delivery of the Internal Examination Report for the Hays County Clerk's Office. **COBB/HERZOG**
12	38	Approval to renew award for Bid 2011-B06 "Cemetery Maintenance" to Greater TX Landscape. **COBB/MAIORKA**
13	39-45	Approve the May 2012 Treasurer's Report and Investment Report. **COBB/TUTTLE**
14	46-53	Authorize the County Judge to execute an amendment to a Professional Services Agreement between Hays County and Scott H. Yarbrough for the performance of insurance-related consulting services. **COBB/BAEN**
15	54-72	Authorize the County Judge to execute an amendment to the Customer Agreement with the Texas Department of Resources and Texas NICUSA for eFiling services through Texas.gov. **COBB/GONZALEZ**

ACTION ITEMS

ROADS

16	73-76	Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Mustang Valley subdivision, Section II. **CONLEY/BORCHERDING**
17	77-79	Discussion and possible action to adopt a resolution authorizing the County Judge to negotiate and sign a Local Project Advance Funding Agreement (LPAFA) with TxDOT, for an amount not to exceed $1,230,000.00, for providing design services for the CAMPO approved STP MM funded project at the intersection of SH 21 and FM 150, and to direct staff to proceed with procurement of professional consultant design services for Plans, Specifications and Estimates (PS&E). **INGALSBE/BORCHERDING**
18	80-81	Call for a public hearing on July 31, 2012 to establish a traffic regulation on Springlake Drive. **WHISENANT/BORCHERDING**

SUBDIVISIONS

19	82-84	11-3-31 Resubdivision of Lot 2 and Additional Acreage at Red Hawk Estates (3 lots). Discussion and possible action to approve final plat; hold a public hearing. **CONLEY/MCINNIS**
20	85-86	12-3-19 Replat of Lot 22A, Rolling Oaks Ranch (2 lots). Discussion and possible action to approve final plat; hold a public hearing. **CONLEY/MCINNIS**
21	87-88	12-3-25 Vacate and Replat of Lots 27 & 28, River Oaks of Wimberley Unit 1, Section 2 (1 lot). Discussion and possible action to consider variances from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities and Table 721.02 of the Hays County Development Regulations; approve preliminary plan; call for a public hearing on August 7, 2012. **CONLEY/MCINNIS**
22	89-90	Call for a public hearing on August 7, 2012 to discuss final plat approval of the Vacate and Replat of Lots 18 & 19, Ruby Ranch Phase 7. **JONES/MCINNIS**
23	91-94	12-2-14 Shadow Creek Phase Six, Section Two (50 lots). Discussion and possible action to approve final plat and accept fiscal surety in the amount of $541,945.69. **JONES/MCINNIS**

MISCELLANEOUS

24	95	Discussion and possible action to add one day of mobile voting at Buda City Hall for the July 31, 2012, Democratic & Republican Runoff Elections. **JONES/COWAN**
25	96-100	Discussion and possible action to authorize the Sheriff's Office to convert Administrative Assistant I, slot 0273-032 to an Administrative Assistant III, placing it at a grade 110. **WHISENANT/CUTLER**
26	101-102	Discussion and possible action to hire temporary help in the Human Resources office. **COBB/BAEN**
27	103-107	Discussion and possible action to authorize the County Judge to enter into a Memorandum of Understanding with the Texas Department of Aging and Disability Services for Hays County to host an Autism Recognition, Response and Risk Management training for first responders and community members. **INGALSBE/HAUFF**
28	108	Discussion and possible action to authorize Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 10700 FM 150 West, Driftwood, Texas. **WHISENANT/GARZA**
29	109	Discussion and possible action to authorize Institutional OSSF Permit #2012-303 and grant a variance to Section 10-Q(7) of the Hays County Rules for On-Site Sewage Facilities at 86 S. Old Spanish Trail, Uhland, Texas. **JONES/GARZA**
30	110	Discussion and possible action to authorize Institutional OSSF Permit #2012-302 and grant a variance to Section 10-Q(7) of the Hays County Rules for On-Site Sewage Facilities at 86 S. Old Spanish Trail, Uhland, Texas. **JONES/GARZA**
31	111	Discussion and possible action to authorize Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 4901 McGregor Lane, Dripping Springs, Texas. **WHISENANT/GARZA**
32	112-117	Discussion and possible action to appoint three new members to the Hays County Child Protection Board: Judith Burns from Buda, Cindy Krudop from Dripping Springs and Jeanne Worrell from Wimberley to fill (3) vacant positions. **CONLEY**
33	118-158	Discussion and possible action to adopt a resolution in support of Hays County's participation in the Region 7 Regional Healthcare Partnership (RHP) and a discussion of activities and information related to the 1115 Waiver Program. **COBB/INGALSBE**

EXECUTIVE SESSIONS

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

34	159	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale or lease of County owned properties. Possible action may follow in open court. **COBB**
35	160	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along CR 266 Parcel 6 & 21. Possible action may follow in open Court. **COBB**
36	161	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along RM 150 in Precinct 1. Possible action may follow in open Court. **JONES/INGALSBE**
37	162	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on FM 1626. Possible action to follow in open court. **JONES**

STANDING AGENDA ITEMS

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

38	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/CHAMBERS**
39	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. **INGALSBE**
40	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**
41	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. **WHISENANT**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 13th day of July, 2012

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

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Presentation of the Texas Historical Commission's Distinguished Service Award certificate to the Hays County Historical Commission.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

June 18, 2012

The Honorable Bert Cobb
Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, TX 78666

Dear Judge Cobb,

We are pleased to inform you that the Hays County Historical Commission (CHC) is a recipient of the Distinguished Service Award for outstanding preservation work accomplished in the 2011 year of service. This award is given to CHCs that have gone above and beyond to preserve, protect, and promote the history of their county, as documented in the annual report submitted by their organization.

To acknowledge this achievement, we ask that you **present the enclosed Distinguished Service Award (DSA) certificate to CHC appointees during a formal meeting of the commissioners court.** This is the most effective way to show gratitude for CHC efforts and to publicly acknowledge their service, which is often overlooked and undervalued. Your support and influence are vital to the livelihood of your CHC. Public recognition of CHC service will revitalize appointees as they continue to share and save the character of your county.

A press release announcing your county's achievement is enclosed so that you can **promote this important accomplishment**. In these challenging times, this DSA award illustrates the positive accomplishments of county government. Your investment in this commission has resulted in a substantial amount of money and in-kind donations to your county, along with the economic development that often accompanies efforts such as heritage tourism events, community gatherings, historic designations, and historic rehabilitations.

We are grateful for your continued support of history and preservation, and for the partnership you maintain with your CHC. It is our aim to provide services that not only support preservation work but also build the capacity of history-related organizations so that they can do more and better for your county and the state of Texas.

Congratulations to you and your CHC appointees on a job well done.

Sincerely,

Bratten Thomason
History Programs Division Director
Texas Historical Commission

Enclosed: DSA Award, Press Release
cc: Hays County Historical Commission Chair

TEXAS HISTORICAL COMMISSION

PRESENTS THIS

2011

DISTINGUISHED SERVICE AWARD

TO

HAYS COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE
AND WELL-BALANCED PRESERVATION PROGRAM

Mark Wolfe
EXECUTIVE DIRECTOR

6/15/12
DATE

TEXAS HISTORICAL COMMISSION
real places telling real stories

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Presentation by Halff Associates, Inc. on the status of the flood protection planning/drainage basin study.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	July 17, 2012	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	CONLEY	N/A

SUMMARY

Halff Associates will provide an update on the status of the flood protection planning/watershed basin study.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	HERZOG	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioner Court Minutes of July 3, 2012

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	COBB	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 3RD DAY OF JULY A.D., 2012, 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:

Judge Cobb gave the invocation and led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Pat Chisholm – Buda resident made a public comment.

28192 PROCLAMATION RECOGNIZING THE WEEK OF JULY 1ST-8TH AS WIMBERLEY 4TH OF JULY RODEO/JACK TATUM WEEK

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to adopt a Proclamation recognizing the week of July 1st – 8th as Wimberley 4th of July Rodeo/Jack Tatum Week. All voting "Aye". MOTION PASSED

28193 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve payments of County Invoices in the amount of $1,367,588.13 as submitted by the County Clerk. All voting "Aye". MOTION PASSED

28194 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 26, 2012

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioners Courts Minutes of June 26, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28195 AUTHORIZE THE JUDGE TO EXECUTE AN AMENDMENT TO THE PRINT SERVICES CONTRACT BETWEEN HAYS COUNTY AND XEROX

Xerox has been working with staff to reconcile its Print Services Agreement with the existing situation after the move into the Government Center. After reconciliation, the County will be charged for 67 printers in the program instead of 80. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Judge to execute an amendment to the Print Services contract between Hays County and Xerox. All voting "Aye". MOTION PASSED**

28196 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORTS FOR THE HAYS COUNTY JUSTICE OF THE PEACE PRECINCT 5 OFFICE AND THE HAYS COUNTY ELECTION ADMINISTRATION DEPARTMENT

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the delivery of the Internal Examination Reports for the Hays County Justice of the Peace Precinct 5 Office and the Hays County Election Administration Department. All voting "Aye". MOTION PASSED

28197 APPROVE CHANGES TO SECTION 6.18-OVERTIME IN THE HAYS COUNTY PERSONNEL POLICY

Summary: Section 6.18, Overtime, CURRENTLY READS; when operating needs of other requirements cannot be met during regular working hours, employees may be scheduled to work hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime compensation is paid to all nonexempt employees in accordance with federal and

State wage an hour restrictions. Overtime pay is based upon actual hours work. For the purposes of overtime compensation, only actual hours worked in excess of forty during a workweek will be counted. Time off on sick leave, vacation leave, holiday or any leave of absences will not be considered worked for the purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior written authorization from the supervisor may result in disciplinary action up to and including possible termination of employment. Non-exempt employees except for Law Enforcement Officers at the Hays County Sheriff's Department may be compensated for overtime in the ways listed. Equal time off within the same official work week. Compensatory time off at one and one-half times the number of hours worked up to al maximum number of 60 hours that may be accrued. Election Office non-exempt employees are exempt from the 60 hours maximum. This number represents 40 hours of overtime worked. Employees are encouraged to use compensatory time within 12 months after it was accrued. Cash payment may be paid at anytime, when authorized in department budgets. Payment at the rate of one and one-half times the employee's regular hourly rate if specifically authorized by order of the Commissioners' Court and approved by the department head normally only in emergency situations ADDING THIS: Compensatory time off must be in compliance before employees can use accrued vacation. THE PROPOSED CHANGE: If the employee has earned in excess of 60 hours of overtime without the written consent of the Commissioners Court. (120 hours for law enforcement) the manager over the employee must identify a deliberate course of action to reduce the accrued hours to below 60 (120 Law Enforcement) in a reasonable amount of time. It is the Elected Official and/or Department Heads responsibility to monitor the plan and comply with following the Overtime policy. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve changes to Section 6.18-Overtime in the Hays County Personnel Policy. All voting "Aye". MOTION PASSED**

28198 ACCEPT A $200.00 DONATION TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH PROGRAM AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept a $200.00 donation to the Sheriff's Office Community Outreach program and amend the budget accordingly. All voting "Aye". MOTION PASSED

28199 APPROVE THE APRIL 2012 TREASURER'S REPORT AND INVESTMENT REPORT

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve the April 2012 Treasurer's Report and Investment Report. All voting "Aye". MOTION PASSED

28200 AMEND THE IMMUNIZATION GRANT BUDGET TO INCREASE THE CONTINUING EDUCATION LINE ITEM

This budget amendment will allow five Personal Health Department staff to attend the 2012 Texas Immunization Summit in Houston in September. No matching funds required. Amount required $560.00. Decrease expense 120-675-99-018.5501 Travel ($560 Increase expense 120-675-99-018.5551 Continuing Education $560.00. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to amend the Immunization grant budget to increase the continuing education line item. All voting "Aye". MOTION PASSED**

28201 AUTHORIZE THE SHERIFF'S OFFICE TO AMEND THE JAIL BUDGET FOR THE PURCHASE OF MISCELLANEOUS COMPUTER SOFTWARE AND EQUIPMENT

The Jail would like to purchase computers and software with funds currently located in jail/misc. revenue. The equipment will be ordered by Information Technology. Amount required $4,359.00. $1544.00 Increase 001-618-03.5712_400 Increase Revenue 001-618-03.4630; $ 456.00 Increase 001-618-03.5202 Increase Revenue 001-618-03.4630; $2359.00 Increase 001-618-03.5718_400 Increase Revenue 001-618-03.4630. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the Sheriff's Office to amend the Jail budget for the purchase of miscellaneous computer software and equipment. All voting "Aye". MOTION PASSED**

28202 APPROVE AN INCREASE IN JUVENILE DETENTION CENTER REVENUE DUE TO JUVENILE POPULATION AND BUDGET FOOD EXPENSES RELATED TO INCREASED INTAKE

Additional funds are needed to cover food cost associated with increased number of juvenile intakes. Additional revenue generated from this increased intake will cover the amendment needed. Amount required $40,000. Increase Revenue: 070-685-00.4430 - ($40,000); Increase Food Supplies: 070-685-99-017.5232 - $40,000. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve an increase in Juvenile Detention Center Revenue due to Juvenile population and budget food expenses related to increased intake. All voting "Aye". MOTION PASSED**

28203 ACCEPT A GRANT AWARD FROM THE MARY BONNER COMMUNITY NEEDS GRANT PROGRAM ON BEHALF OF THE HAYS COUNTY SHERIFF'S OFFICE FOR $1,969.00 AND AMEND THE BUDGET ACCORDINGLY

The Sheriff's Office has received a $1,969.00 grant award from the Mary Bonner Community Needs Program for the Victim Assistance Program. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to accept a grant award from the Mary Bonner Community Needs Grant Program on behalf of the Hays County Sheriff's Office for $1,969.00 and amend the budget accordingly. All voting "Aye". MOTION PASSED**

28204 AMEND THE DISTRICT COURT BUDGET FOR INDIGENT PRETRIAL/TRIAL AND JURY EXPENSE FROM CONTINGENCIES

Savings from the funds set aside for the mail clerk position amounting to $16,000 is funding part of this amendment. Funds were set aside at adoption for District Court expense in Contingencies (32,000) and savings from other items will cover balance. Amount required $48,000. 001-608-00.5304 increase 28,000 Indigent Pretrail/Trail; 001-608-00.5306 Jury increase 20,000; From 001-645-00.5399 Contingencies decrease (48,000). **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to amend the District Court budget for Indigent Pretrial/Trial and Jury expense from Contingencies. All voting "Aye". MOTION PASSED**

28205 AMENDED PLAT OF LOT 18, SECTION 3, HILL COUNTRY ESTATES [12-3-24 – 1 LOT] **APPROVE FINAL PLAT**

Roxie McInnis Subdivision Coordinator gave staff recommendation. Hill Country Estates is a recorded subdivision located off of Hugo Road in Precinct 3. The owner of lot 18 would like to build in the platted drainage easement that runs across the northeastern portion of the lot. A flood study has been performed and a finished floor elevation has been established in order for that portion of the lot to be developed. The final amended plat illustrates the results of the flood study and moves the existing platted easement which will now allow the homeowner to build in that area. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to amend and approve final plat of Lot 18, Section 3 Hill Country Estates (1 Lot). All voting "Aye". MOTION PASSED**

28206 CALL FOR A PUBLIC HEARING ON JULY 24, 2012 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 1, FLINT RIDGE

Roxie McInnis Subdivision Coordinator gave staff recommendation. The proposed resubdivision of Lot 1, Flint Ridge will divide the existing 30.25 acre lot into three lots sized as follows: Lot 1A, 5.06 acres; Lot 1B, 14.67 acres; and Lot 1C, 10.51 acres. Lot 1B is served by an existing private well and on-site sewage facility. Lots 1A and 1C will also utilize a private well and OSSF at the time of development. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to call for a public hearing on July 24, 2012 to discuss final plat approval of the Replat of Lot 1, Flint Ridge. All voting "Aye". MOTION PASSED**

28207 AUTHORIZE THE COUNTY JUDGE TO ACCEPT AND EXECUTE ADVANCE FUNDING AGREEMENT - CSJ #0914-00-292 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE RM 12/RM 32 INTERSECTION PROJECT

RM12/RM32 was identified as a key project in precinct 3 as part of the 2008 Priority Road Bond Program. The Advance Funding Agreement will provide funding for a traffic signal at the RM 12/RM 32 intersection. Amount required $206,651.00. Funds are available within the project's bond program budget. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to authorize the County Judge to accept and execute Advance Funding Agreement - CSJ #0914-00-292 with the Texas Department of Transportation for the RM 12/RM 32 Intersection Project. All voting "Aye". MOTION PASSED**

28208 ADOPT THE LIMITED ENGLISH PROFICIENCY PLAN (LEPP) FOR THE HAYS COUNTY VETERAN SERVICES OFFICE, AS REQUIRED UNDER GRANT FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION PROGRAM

Jeff Hauff Grants Administrator spoke. The Veteran Services Office has received, and anticipates future receipt, of grant funding under the Section 5310 (public transportation) program - administered by the Texas Department of Transportation - for operation of veteran medical transportation services within this office. These are federal funds that require that Title VI (Civil Rights Act) requirements be followed as a condition of funding, including non-discrimination in regards to race, color, national origin, and sex. Executive Order 13166, a companion to this legislation, addresses access to services for persons whose primary language is not English and who have limited ability to read, write, speak or understand English. While we have maintained long-standing compliance

in regards to non-discrimination and accommodated those whose primary language is not English (primarily Spanish speakers) by having bilingual staff in most offices and providing translation services where necessary, a more formal written plan is now necessary that demonstrates our steps to provide access to programs and services to those who may not be proficient in the English language. The attached Limited English Proficiency Plan addressed the necessary components of assessment and accommodation of those persons who may have difficulties understanding English and, while generated specifically for the programs of the Veteran Services Office, may serve as a general guide to other departments within the County. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adopt the Limited English Proficiency Plan (LEPP) for the Hays County Veteran Services Office, as required under grant funding from the Texas Department of Transportation, Public Transportation Program. All voting "Aye". MOTION PASSED**

DISCUSSION ON VEHICLE MAINTENANCE AND REPAIR FOR CONSTABLE VEHICLES AT THE SHERIFF'S OFFICE FACILITY

Constable James Kohler Precinct 2 spoke of needing repairs to his vehicles. Mark Kennedy Special Counsel spoke of a meeting between Sheriff's Office, Special Counsel and Constable Pct 2.

28209 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT INFORMATION, TO BE CALLED "PROJECT AMP."

Court convened into Executive Session at 9:40 a.m. and reconvened into open court meeting at 10:00 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and Amy Wilkerson. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute an Agreement under Chapter 381 of the Texas Local Government Code, once the Agreement is finalized by Legal Counsel, between Hays County and Ampersand Art Supply, Inc., including a provision permitting the city of Buda to execute a Chapter 380 Agreement in its Extraterritorial Jurisdiction. All voting "Aye". MOTION PASSED**

28210 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE MARKETING AND POTENTIAL SALE OR LEASE OF COUNTY OWNED PROPERTIES

Court convened into Executive Session at 10:04 a.m. and reconvened into open court meeting at 10:25 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, and Special Counsel Mark Kennedy. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the County Judge to execute a Purchase Agreement, once a final draft is approved by Legal Counsel, between Hays County and Primus Real Estate Services, LLP for their purchase of the Justice Center Building located at 110 E. MLK Blvd., San Marcos, TX. All voting "Aye". MOTION PASSED**

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Cobb asked that if you burn trash/brush to notify the Fire Marshal and to use extreme caution.

Clerk's Note Agenda Item #22 RE: *DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT* **– was pulled**

Clerk's Note Agenda Item #23 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR* **– was pulled**

Clerk's Note Agenda Item #24 RE: *DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE* **– was pulled**

A motion was made by Commissioner Jones, seconded by Judge Cobb to adjourn court.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on July 3, 2012.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend budget of Justice of Peace, Pct 3 for Jury expense from Continuing Ed

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	500.00

LINE ITEM NUMBER

From 001-628-00.5551 Continuing Ed
To 001-628-00.5306 Jury

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Andy Cable/Auditors Office	CONLEY	N/A

SUMMARY

Justice Of Peace Pct 3 requires additional Jury expense, and can fund from Continuing Ed

AMENDMENT
NO. FY2012-032 CC
FY2012 Budget
07/17/2012

FUND NO. 001
FUND TITLE: GENERAL FUND

Line Item Expenditures		Appropriation before Amendment	Amendment Increases	Amendment Decreases	Appropriation as Amended
Justice of Peace, Pct 3 (628):					
001-628-00.5306	Jury	869	500		1,369
0001-628-00.5551	Continuing Ed	1,300		(500)	800

Transfer for needed Jury expense

Sheriff (618):					
001-618-00.5206	Law Enf Supplies	77,700		(1,300)	76,400
Information Technology (680):					
001-680-00.5429	Software Maint	577,665	1,300		578,965

Transfer from Sheriff to Info Tech for software testing for Vehicle maint.

Human Resources (677):					
001-677-00.5021	Staff	220,669	3,300		223,969
001-677-00.5101_100	Fica	18,135	205		18,340
001-677-00.5101_200	Medicare	4,242	48		4,290
001-677-00.5334	Employee Recognition	6,209		(553)	5,655
001-677-00.5448	Contract Svcs	3,450		(3,000)	450
			3,553	(3,553)	

Transfer for temporary part-time position for balance of FY12

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECTS FUND

Sheriff Special Projects (618):					
052-618-00.5222	Crime Prevention	9,843	100		9,943
Revenue			**Decreases**	**Increases**	
052-618-00.4610	Contributions	3,843		100	3,943

Accept & budget donation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve moving funds budgeted in the Sheriff's Office Operating Budget to Information Technology budget for software maintenance

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	$1,300.00

LINE ITEM NUMBER

001-680-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	COBB	N/A

SUMMARY

The Sheriff's Office would like to renew software maintenance that is currently being used by vehicle maintenance. The software allows for diagnostic testing on vehicles. Funds have been identified in the Sheriff's Office budget.

Budget Amendment
Decrease Sheriff's Office Law Enforcement Supplies: 001-618-00.5206 - ($1,300)
Increase IT Software Maintenance: 001-680-00.5429 - $1,300

AMENDMENT
NO. FY2012-032 CC
FY2012 Budget
07/17/2012

FUND NO. 001
FUND TITLE: GENERAL FUND

Line Item Expenditures		Appropriation before Amendment	Amendment Increases	Amendment Decreases	Appropriation as Amended
Justice of Peace, Pct 3 (628):					
001-628-00.5306	Jury	869	500		1,369
0001-628-00.5551	Continuing Ed	1,300		(500)	800

Transfer for needed Jury expense

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Accept & budget donation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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AGENDA ITEM

Approve Provider Agreement between Hays County Personal Health Department and Community Action Inc., of Hays, Caldwell and Blanco Counties Head Start Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	$0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marla Sanders & Regina Henderson	INGALSBE	N/A

SUMMARY

This is a renewal contract between Community Action Inc., of Central Texas and Hays County Personal Health Department to outline the roles and responsibilities of Head Start and the Hays County Personal Health Department as they partner to provide comprehensive health services to Head Start eligible children.

COMMUNITY ACTION INC., OF CENTRAL TEXAS
HEALTH SERVICES AGREEMENT

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

DURATION AND TERMINATION:

This Agreement commences on the date signed by the Hays County Personal Health Dept. and remains in effect until **July 31, 2013**. This Agreement may be terminated by mutual agreement of both parties, or either party may terminate this Agreement upon thirty days written notice.

HAYS COUNTY PERSONAL HEALTH DEPT. RESPONSIBILITIES:

1. Hays County Personal Health Dept. will provide a Texas Licensed Nurse Practitioner with advanced preparation in physical assessments, or a Registered Nurse, to conduct each physical exam.

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

5) Measurements – (to include Height, Weight, Body Mass Index (BMI), Head Circumference and Blood Pressure (B/P);

6) Nutritional Assessment – Dietary practices are assessed to identify unusual eating habits such as pica or extended use of baby bottle feedings. Quality and quantity determination of the child's diet should be made.

3. Hays County Personal Health Dept. will bill Community Action twenty-five dollars ($25.00) per child for physical exams, immunizations and lab test and ten dollars ($10.00) per child for Lead Test on all Head Start children not eligible for Medicaid or CHIPS.

COMMUNITY ACTION RESPONSIBILITIES:

1. Community Action Health Services Coordinator will meet with Hays County Personal Health Director and Clinic Manager to schedule appointments for physical exams.

2. Community Action staff will complete developmental, vision, and hearing screenings on all Head Start children within 45 days of the child entering the Head Start classroom.

3. Community Action staff will complete TB Screenings on all Head Start children at the time of enrollment.

4. Prior to physical exams, the Health Services Coordinator will review screenings on all Head Start children and document abnormal results for further evaluation by the Hays County Personal Health Dept. Nurse Practitioner during the physical exam.

5. The Community Action Health Services Coordinator will follow-up on written referrals for Head Start children provided by the Hays County Personal Health Dept. Nurse Practitioner.

Approved by:

_____ _____

County Judge, Hays County, Texas, Date Community Action - Head Start Director, Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

Permit	Road Name	Utility
856	Ledgerock Rd	Single Phase Overhead Power Line

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL

Approval of Utility Permit: 856

Application Date: April 16, 2012

Commissioner Court Approval Date: July 17, 2012

Company Name: Pedernales Electric Coop.
Company Address: P.O. Box 100, Kyle, Texas 78640-0100

Company Phone: 512-262-2161
Company Contact: George Esqueda

Type of Utility: A single phase overhead power line within Hays County ROW.

Road Name: Ledgerock Road
Subdivision: N/A
Pct #: 3

Specs: Install one 45 ft. pole with a primary wire run over Ledgerock Road to a pole on private property.

County Provisions: maintain 10' clear zone and Notify Hays County 24 hrs prior to construction.

#856

Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 4-16-2012

Formal notice is hereby given that PEDERNALES ELECTRIC COOPERATIVE, INC.
Company proposes to place a SINGLE-PHASE OVERHEAD POWER LINE
line within the right-of way of LEDGEROCK ROAD
as follows: (give location, length, general design, etc.) PROPOSE TO INSTALL ONE 45FT. TALL POLE ON LEDGEROCK ROAD AND INSTALL PRIMARY WIRE OVER TO PRIVATE PROPERTY

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 2 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 4 day of JUNE, 20 12.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm PEDERNALES ELECTRIC COOPERATIVE

By (Print) GEORGE ESQUEDA

Signature _____

Title DISTRICT PLANNING SUPERVISOR

Address PO BOX 100
KYLE, TEXAS 78640-0100

Phone 512-262-2161 EXT. 7520

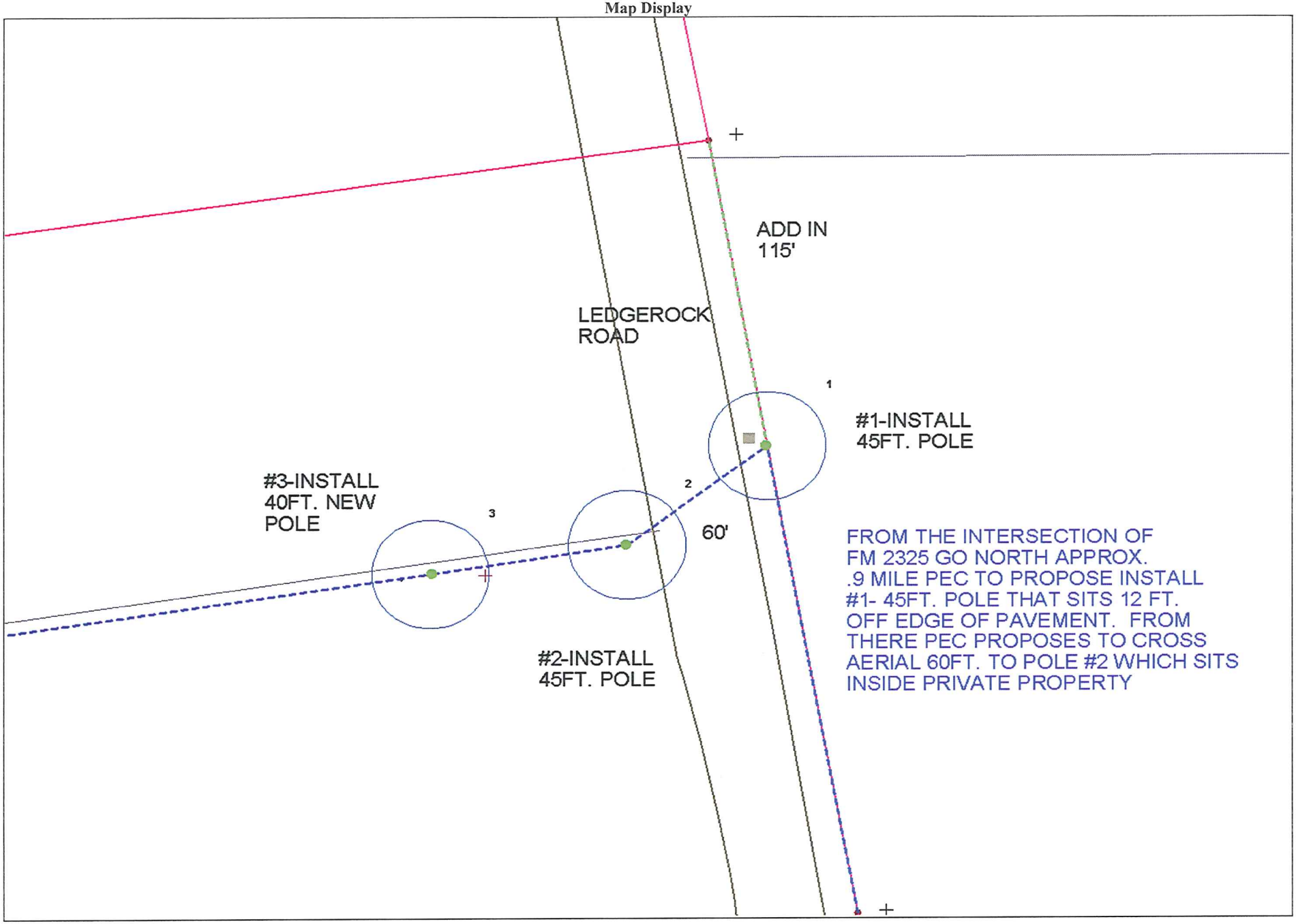
Approved by Hays County Road & Bridge Department

Tony D. Uhlir — Operations Superintendent — 6/29/12

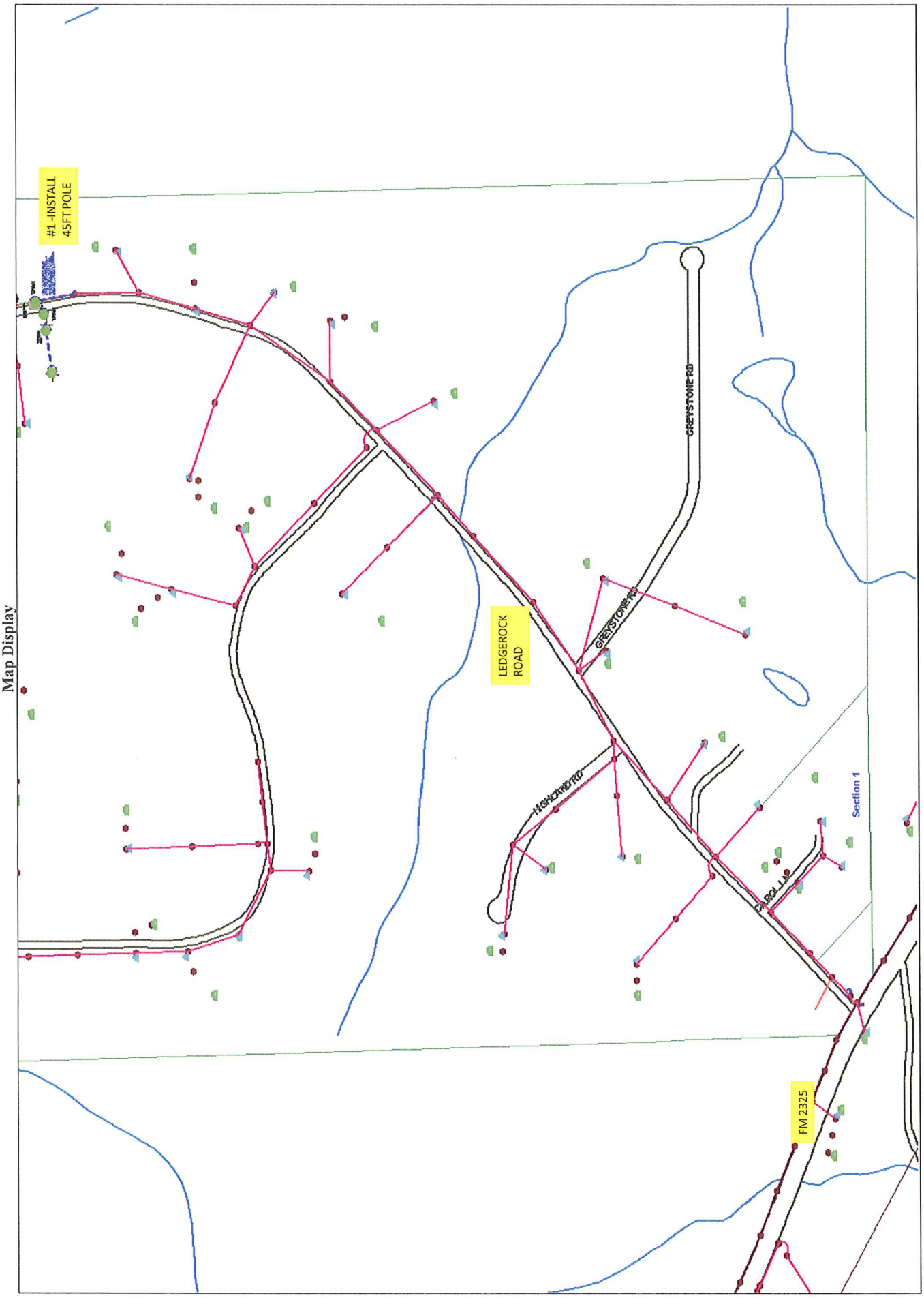
Signature | Title | Date

June 26, 2004

Map Display


ADD IN
115'
LEDGEROCK
ROAD
1
#1-INSTALL
45FT. POLE
2
3
#3-INSTALL
40FT. NEW
POLE
60'
#2-INSTALL
45FT. POLE
FROM THE INTERSECTION OF
FM 2325 GO NORTH APPROX.
.9 MILE PEC TO PROPOSE INSTALL
#1- 45FT. POLE THAT SITS 12 FT.
OFF EDGE OF PAVEMENT. FROM
THERE PEC PROPOSES TO CROSS
AERIAL 60FT. TO POLE #2 WHICH SITS
INSIDE PRIVATE PROPERTY

Map Display


#1 -INSTALL
45FT POLE
LEDGEROCK
ROAD
GREYSTONE RD
GREYSTONE RD
HIGHLAND RD
CAROLLN
Section 1
FM 2325

April 17, 2012

Mr. Jerry Borcherding,
Planning Engineering
Hays County Road Department
2171 Yarrington Road
P. O. Box 906
San Marcos, Texas 78667-0906

Dear Mr. Borcherding:

Enclosed is a Notice of Proposed Installation, Utility Line on Hays County Right of Way Permit requesting to place a single phase overhead power line within the right-of-way of Ledgerock Road in Wimberley, Texas.

Your prompt attention to this matter will be greatly appreciated. If you have any questions, please contact George Esqueda in the Kyle District Engineering office at 512-262-2161 or 1-888-554-4732, Extension 7520.

Sincerely,

George Esqueda,
District Planning Supervisor

GE:bt
Y99/5

Account Number: 2302-5758-00
Construction Measure Number: 10002614

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve out of state travel for Chuck Chapman, Emergency Preparedness Coordinator, to attend the Program F, 12-06 ITC Class, August 12 to August 18, 2012 at the Center for Domestic Preparedness (CDP) in Anniston, Alabama.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Chapman	COBB	N/A

SUMMARY

See attached.

Lon Shell

From: Lon Shell
Sent: Wednesday, July 11, 2012 9:04 AM
To: Lon Shell
Subject: FW: Out of State Travel

From: Chuck Chapman
Sent: Tuesday, July 10, 2012 4:00 PM
To: Lon Shell
Subject: Out of State Travel

Charles W. Chapman,

Congratulations, you are confirmed to attend the training program "**F**" **12-06 ITC** class, **8/12/2012-8/18/2012** at the Center for Domestic Preparedness (CDP) in Anniston, AL. These dates are all inclusive with the first and the last day being travel days.

Thirty (30) days from your class start date our travel section will start to prepare your CDP Information Packet which will contain all necessary paperwork for your trip. Once the information packet is completed, the Travel Department will notify you with instructions on how to obtain all necessary paperwork for your class. If you do not receive a notification by Wednesday the week prior to your class start date please contact me directly.

You should confirm with your department/agency to ensure you have the required time off to attend this training.

It is very important that you save your username and password which you obtained when applying for your student identification number; you will need them to retrieve your CDP Information Packet and travel instructions. If you have forgotten your username or password, please contact the CTAS Help Desk at support@cdpemail.dhs.gov or 866-213-9699.

Effective November 1, 2010 the name on your flight itinerary must exactly match the valid passport or government issued photo identification you will be using to board the aircraft. If your name appears differently above, please contact me to make the correction immediately. **Please note a middle initial in lieu of your complete middle name is acceptable.**

If you have previously experienced delayed airline boarding or have been continuously referred for additional (secondary) screening at the airport you may wish to apply for a DHS redress number. You can read more about the redress number at http://www.dhs.gov/files/programs/gc_1169676919316.shtm

Dan Cody, Central Region Training Coordinator
Center for Domestic Preparedness
Phone 256-847-2084
Toll Free 866-213-9547

Program F (ITC)

Course Name

Instructor Training Certification (ITC)

Target Audience / Disciplines

Emergency Management, Emergency Medical Services, Fire Service, Governmental Administrative, Hazardous Materials, Healthcare, Law Enforcement, Public Health, Public Safety Communications, Public Works

Course Description

The Instructor Training Certification Course is a 40-hour course that provides the responder with an overview of instruction on adult learning, task analysis, risk and hazard analysis, learning objectives and lesson plans, communication skills, instructional delivery and multimedia, testing and evaluations, and the After Action Review (AAR). The course is conducted in two phases: 11 hours of Fundamental Principles (FP) and 29 hours of Applied Principles (AP) training session. The didactic sections of the training are supported by a series of practical exercises that require the responder to perform tasks associated with that lesson.

Additional Qualifications / Certifications

ITC is designed for emergency responders who have not attended a qualified instructor training certification course and who will provide CBRNE training in their jurisdictions. To be eligible to attend ITC, a candidate must have successfully completed a CBRNE-training course conducted by the CDP or any other National Domestic Preparedness Consortium (NDPC) member.

Course Length

5.0 days

Course Code

PER-266

CEUs

- International Association for Continuing Education and Training (IACET): 4.0
- Nursing, through Alabama Board of Nursing (nurses only): 40

Last Reviewed: February 28, 2012

FEMA Center for Domestic Preparedness, 61 Responder Dr., Anniston, AL 36205
1-866-213-9553 E-mail Student Services

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept a $100.00 donation to the Hays County Sheriff's Office Community Outreach program and amend the budget accordingly

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:
See budget amendment

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	COBB	N/A

SUMMARY

The Community Outreach division received a donation in the amount of $100.00 for National Night Out and request to deposit in g/l 052-618-00.5222.

AMENDMENT
NO. FY2012-032 CC
FY2012 Budget
07/17/2012

FUND NO. 001
FUND TITLE: GENERAL FUND

Line Item Expenditures		Appropriation before Amendment	Amendment Increases	Amendment Decreases	Appropriation as Amended
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FUND NO. 052
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052-618-00.4610	Contributions	3,843		100	3,943
Accept & budget donation					

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept the delivery of the Internal Examination Report for the Hays County Clerk's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
HERZOG	COBB	N/A

SUMMARY

See attached report.

OFFICE OF THE COUNTY AUDITOR
712 South Stagecoach Trail Suite 1071
San Marcos, Texas 78666

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

512-393-2283
www.co.hays.tx.us

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

May 21, 2012

Honorable Liz Gonzalez
Hays County Clerk
137 North Guadalupe Street
San Marcos, TX 78666

Dear Honorable Liz Gonzalez:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Clerk's financial records for the period of May 1, 2010 to September 30, 2011. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, our review disclosed several opportunities for improvement in the County Clerk's monthly reconciliations, assignment of fee codes, and the bookkeeping of the Cash Bond account. After reviewing all areas of importance of the County Clerk's Office the following findings and recommendations are listed below.

#1 While closing out cases in the odyssey case management system, the County Clerk's staff assigned the layout fee code to 30 cases without time served in jail.

The layout fee code, defined as credit for fines and fees owed by the individual to the court in exchange for time served in jail, was assigned to thirty (30) individuals whose probationary period had expired and was released from probation without any time served in jail. Court Costs totaling $1,537.00 and fines totaling $9,438.00 associated with these thirty cases were released with the "Layout" fee code. These individuals with expired probationary periods were no longer required to remit payment to the court.

Recommendation

We recommend that the County Clerk's office use another fee code for cases with expired probationary periods. Issuing the lay out fee code for individuals who have not served jail time has resulted in inaccurate financial reporting to the Office of Court Administration for jail time credit earned. It was noted that the County Clerk's office, upon the Auditor's office recommendation has installed a new fee code "Absconder" to account for cases whose probationary period has expired without any time served, and will no longer impact the Office of Court Administrations monthly reports. We also recommend that all fees and fines associated with the expired probationary periods be pursued by the appropriate office, in order to collect any outstanding debts to Hays County.

Management Response

"The Layout was the only option we had at the time. During the audit the code was added to the Odyssey System and is being used to properly note what happened in each case. As for the fees, they can only be collected during their probationary time unless we have a signed agreement with the Defendant." - Liz Gonzalez

#2 Monthly reports and deposits were not reviewed by a supervisor.

The Cash Bond monthly reports were inaccurately reconciled for three consecutive months and were not corrected until the Internal Auditor brought it to the County Clerk staff's attention. During our review we noted that all daily deposits were prepared by the Bookkeeper and were not reviewed or verified by a supervisor before the deposits were sent to the Treasurer's office.

Recommendation

We recommend that the County Clerk's office have a supervisor review monthly reports and deposits to ensure that all errors are identified prior to issuing monthly reports. This supervisory review will help ensure that all reports and deposits are adequate and accounted for properly. Supervisory review helps decrease inaccurate revenue reporting.

Management Response

"Monthly reports were not being reviewed but during the audit review the reports are being reviewed by the County Clerk." – Liz Gonzalez

#3 Two Jurors were overpaid $34.00 each totaling an overpayment of $68.00 on the 050211HD jury check run.

Two Jurors served only one day and should have been paid $6.00 for appearing on the first day of jury service. The clerk preparing the jury registry did not remove the two jurors from the second day served list in the Hays Jury system. As a result the two jurors were over paid $34.00 each. We noted a separate computer glitch with the Hays County Jury system. The Jury system duplicated juror names and changed juror numbers on the Hays payable report; however, this glitch did not affect the check register report.

Recommendation

We recommend that all jury check registers be reviewed and verified by a supervisor prior to releasing checks. This review will help ensure that all jurors are paid according to time served. We also recommend that the County Clerk's office remit the overpaid funds to the county's general fund. The County Clerk's office has already contacted Tyler Technologies to remedy the software problem associated with duplicate juror names.

Management Response

"We now have a check and balance procedure in place to ensure the correctness of jury payments. The Software Group has worked out the kinks the Jury Package had. The $34 overpayment has been recovered." – Liz Gonzalez

#4 The County Clerk's office was unable to locate a case file at the time of the internal examination.

During our review we requested the documentation for a cash bond payout. The Odyssey case and record did not contain the court order that authorized disbursement of the cash bond payout. The Internal Auditor requested that the permanent case file be presented for review; however, the County Clerk's office was unable to locate the file.

Recommendation

We recommend that all case files be kept in an accessible location at all times. Records and documentation should be maintained in accordance with the State of Texas local government retention schedules. It was noted that the County Clerk's office had just started packing for an upcoming move at the time the file was unable to be located. As of the date of the report, the file was still not located. The Auditor's office was unable to verify the validity and authorization of the cash bond payout.

Management Response

"In the process of packing in preparation for the move to the Government Center this case was not located. It might have been misfiled." – Liz Gonzalez

#5 Manual receipts were not kept in a secure location.

All manual receipts were located at the front desk in both of the County Clerk's two office locations. The manual receipt books were not locked in a secure location at the time of review.

Recommendation

We recommend that all manual receipts be locked in a secure location when not in use. This internal control weakness could allow for the manipulation of transaction information in order to conceal errors, fraud and could result in inaccurate revenue reporting

Management Response

"Since the recommendation we have kept the manual receipt books locked up in a secure location with limited access." – Liz Gonzalez

#6 Reconciling errors created a difference of $1,520.79 between the Quicken financial software, Excel spreadsheet, and Cash Bond index cards used to reconcile the County Clerk's Cash bond account.

Reconciling errors between the County Clerk's three source documents resulted in a difference of $1,520.79. The difference was identified when the Internal Auditor compared the Quicken check register balance to both the Excel Cash Bond spread sheet total and Index Card tape total. It was determined that the County Clerk staff was unaware of the difference between the three reconciling source documents. It was noted that staff modifications and lack of training with the Quicken software contributed to the reconciling errors.

Recommendation

We recommend that the County Clerk's office utilize the Odyssey financial software when reconciling the Cash Bond account. By utilizing the Odyssey software, the number of staff and processes involved in reconciling the Cash Bond Account will decrease, while maintaining segregation of duties. When reconciling the Cash Bond Account it is imperative to ensure that all staff is adequately trained in order to identify and keep errors to a minimum. In addition, Cash Bond receipts should be recorded in a ledger that agrees to bank statement deposits.

Management Response

"Since we had the audit we have started to make sure that the Cash Bonds on the Tyler System equal to what we have in our checking account. We no longer are keeping a separate excel list." – Liz Gonzalez

"I feel that having an annual audit keeps us all in check. I am always open to recommendations and will try to accommodate in any way I can. I appreciate the professionalism, efficiency and friendliness given to my office." – Liz Gonzalez

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

Sincerely,

Bill Herzog, CPA
Hays County Auditor
bh/ca

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approval to renew award for Bid 2011-B06 "Cemetery Maintenance" to Greater TX Landscape.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

My understanding is that the contractor has requested to be released from the contract.

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding/Cindy Maiorka	COBB	N/A

SUMMARY

The previous vendor, Dripping Springs Lawn, has been released from the contract. Greater TX Landscape has been selected as the new vendor.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the May 2012 Treasurer's Report and Investment Report

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michele Tutte, Hays CountyTreasurer	COBB	N/A

SUMMARY

Approve the May 2012 Treasurer's Report and Investment Report

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MAY 2012

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	$ 50,931.03	$ 54.11	$ 2,309,551.47	$ 2,076,568.18	$ 4,412,537.28	$ -	$ 24,567.51	$ 38,187,745.38	$ 38,212,312.89
Road and Bridge General	$ 17.96	5.05	$ 266,626.21	$ 766,825.49	$ 1,028,622.99	$ -	$ 4,851.72	$ 2,654,281.02	$ 2,659,132.74
Medical and Dental Fund	$ 235.88	3.69	98,814.23	$ 772,171.47	$ 778,087.17	$ -	$ 93,138.10	$ 5,980,037.95	$ 6,073,176.05
Sheriff's Drug Forfeiture	$ 1.00	$ -	$ 525.49	$ -	525.49	$ -	$ 1.00	$ 169,581.32	$ 169,582.32
District Attorney Drug Forfeiture	$ 9,130.24	$ -	$ 1,707.69	$ -	$ 4,799.18	$ 6,037.75	$ 1.00	$ 102,148.93	$ 102,149.93
Hot Check Fee Fund	$ 17,079.26	$ -	1,387.00	$ -	$ 1,705.73	$ -	$ 16,760.53	$ -	$ 16,760.53
Family Health Services	$ 3,188.16	$ 3.29	$ 167,823.26	$ -	$ 168,842.85	$ -	$ 2,171.86	$ 2,194.42	$ 4,366.28
Juvenile Detention Center	$ 11,113.38	22.69	$ 564,955.51	$ 37,368.26	362,273.32	$ 222,952.83	$ 28,233.69	$ 240,100.67	$ 268,334.36
Tobacco Settlement Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 764,418.61	$ 764,419.61
Historical Commission Trust Fund	$ 1.00	$ -	$ 175.00	$ -	$ -	$ 45.00	$ 131.00	$ 27,275.68	$ 27,406.68
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	$ 0.01	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ -	$ 0.01
Road Construction Bond 2006	$ 1.00	$ -	$ -	$ 7,912.50	$ 7,912.50	$ -	$ 1.00	$ 1,567,558.26	$ 1,567,559.26
Certificates of Obligation 2009	$ 1.00	$ -	$ -	$ 281,092.09	$ 281,092.09	$ -	$ 1.00	$ 887,385.43	$ 887,386.43
Road Construction Bond 2009	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 1.32	$ 2.32
Pass Thru Revenue Bond 2009	$ 1.00	$ -	$ -	$ 2,576,278.49	$ 2,576,278.49	$ -	$ 1.00	$ 11,616,044.83	$ 11,616,045.83
Certificates of Obligation 2010	$ 1.00	$ -	$ -	$ 84,783.01	84,783.01	$ -	$ 1.00	$ 13,029,058.45	$ 13,029,059.45
Parks Bond 2011	$ 1.00	$ -	$ -	$ 1,251.00	$ 1,251.00	$ -	$ 1.00	$ 2,424,820.92	$ 2,424,821.92
Priority Road Bond Series 2011	$ 1.00	$ -	$ 68,713.50	$ 215,836.65	$ 284,550.15	$ -	$ 1.00	$ 22,077,955.05	$ 22,077,956.05
Pass Thru Road Bond Series 2011	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 43,038,903.05	$ 43,038,904.05
TCDP Disaster Relief Blanco	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCRA Service Fee Fund	$ 1.00	$ -	$ 32,375.00	$ 2,554.79	$ 34,929.79		$ 1.00	$ 128,674.55	$ 128,675.55
SECO Energy Eff & Conservation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cedar Oaks Mesa	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
INTEREST AND SINKING FUNDS:									
Hays County I & S	$ 89.60	$ 21.14	$ 313,449.99	$ 600.00	$ 600.00	$ 284,538.59	$ 29,022.14	$ 12,545,642.46	$ 12,574,664.60
GRAND TOTALS:	$ 91,797.52	$ 109.97	$ 3,826,104.35	$ 6,823,241.93	$ 10,028,791.04	$ 513,574.17	$ 198,888.56	$ 155,443,828.30	$ 155,642,716.86

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	$ 46,695.76
General Fund to Juvenile Center	$ 568,851.28
General Fund to SECO	$ 42,250.00

Hays County Treasurer's Investment Report

For May 2012

SAGE CAPITAL BANK CHECKING

Description	4/30/12 Balance	Interest	Deposits	Debits	5/31/12 Balance
All Funds (see Page 1)	$ 91,797.52	109.97	10,649,346.28	10,542,365.21	198,888.56

TEXPOOL 0.1200% 1.000070

Description	4/30/12 Balance	Interest	Deposits	Debits	5/31/12 Balance
General	$ 27,137,227.70	2,814.71	298,806.47	2,076,568.18	25,362,280.70
Road and Bridge General	$ 2,105,592.54	175.57	38,360.51	1,028,851.95	1,115,276.67
Medical and Dental Fund	$ 6,750,146.80	669.29	-	772,171.47	5,978,644.62
Sheriff's Drug Forfeiture	$ 170,088.84	17.97	-	525.49	169,581.32
D.A. Drug Forfeiture	$ 96,038.32	10.20	6,037.75	-	102,086.27
Health Services Grants	$ 1,734.68	0.31	-	-	1,734.99
Juvenile Center	$ 54,511.87	4.23	222,952.83	37,368.26	240,100.67
Tobacco Settlement Fund	$ 764,337.75	80.86	-	-	764,418.61
Historical Commission Trust	$ 19,989.28	2.15	45.00	-	20,036.43
Road Construction 2006	$ 1,575,304.49	166.27	-	7,912.50	1,567,558.26
Certificates of Obligation '09	$ 3,249.22	0.36	1,000.00	-	4,249.58
Road Construction Bond 2009	$ 1,000.21	-	-	1,000.00	0.21
Pass Thru Revenue 2009	$ 3,152.24	0.31	-	-	3,152.55
Certificates of Obligation '10	$ 13,112,457.72	1,383.74	-	84,783.01	13,029,058.45
Parks Bond 2011	$ 2,425,815.30	256.62	-	1,251.00	2,424,820.92
Priority Road Bond Series 2011	$ 22,291,443.17	2,348.53	-	215,836.65	22,077,955.05
Pass Thru Road Bond Series 20	$ 43,034,349.52	4,553.53	-	-	43,038,903.05
LCRA Service Fee Fund	$ 161,035.83	13.72	-	32,375.00	128,674.55
Hays County I & S	$ 9,674,814.72	1,041.03	681,080.41	600.00	10,356,336.16
All Funds	129,382,290.20	13,539.40	1,248,282.97	4,259,243.51	- 126,384,869.06

ICT Funds Management 0.0300%

Description	4/30/12 Balance	Interest	Deposits	Debits	5/31/12 Balance
General	$ 9,039,992.71	230.33	-	-	9,040,223.04
Certificates of Obligation '09	$ 673,325.69	17.09	-	-	673,342.78
Pass Thru Revenue 2009	$ 7,862,270.73	200.30	-	-	7,862,471.03
All Funds	17,575,589.13	447.72	-	-	- 17,576,036.85

CLASS - MBIA 0.2600% NAV 1.00

Description	4/30/12 Balance	Interest	Deposits	Debits	5/31/12 Balance
General	$ 2,215,712.43	486.10	-	-	2,216,198.53
Certificates of Obligation '09	$ 485,385.78	96.65	-	281,092.09	204,390.34
Pass Thru Revenue 2009	$ 5,784,534.36	814.22	-	2,576,278.49	3,209,070.09
All Funds	8,485,632.57	1,396.97	-	2,857,370.58	- 5,629,658.96

LOGIC 0.2683% 1.00012

Description	4/30/12 Balance	Interest	Deposits	Debits	5/31/12 Balance
General	$ 754,099.54	171.86	-	-	754,271.40
Road and Bridge General	$ 1,538,653.70	350.65	-	-	1,539,004.35
Medical and Dental Fund	$ 1,393.01	0.32	-	-	1,393.33
D.A. Drug Forfeiture	$ 62.65	0.01	-	-	62.66
Health Services Grants	$ 36.71	0.01	-	-	36.72
Family Health Services	$ 422.61	0.10	-	-	422.71
Historical Commission Trust	$ 7,237.60	1.65	-	-	7,239.25
Certificates of Obligation '09	$ 5,401.50	1.23	-	-	5,402.73
Road Construction 2009	$ 1.11	-	-	-	1.11
Pass Thru Revenue 2009	$ 541,227.82	123.34	-	-	541,351.16
Hays County I & S	$ 1,938,914.98	441.87	-	-	1,939,356.85
All Funds	4,787,451.23	1,091.04	-	-	- 4,788,542.27

42

TREASURY BILLS AND NOTES

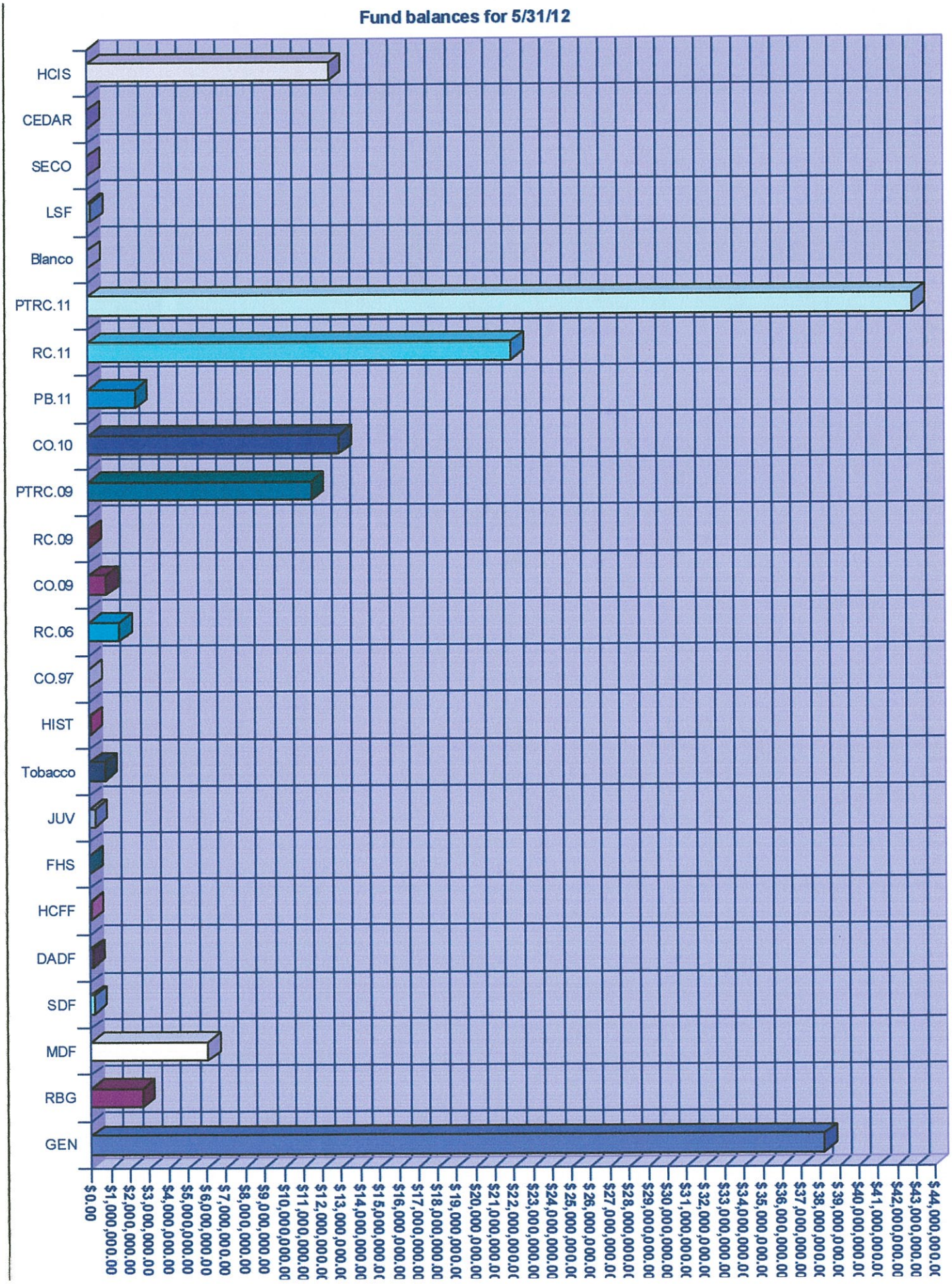
Description	Price	Yeild/ Maturity	*Balances 4/30/12* Par Value	Book Value	Market Value	*Transactions* Purchases	Maturities	*Balances 5/31/12* Par Value	Book Value	Market Value
9127955P2	**99.9785**	**.086 5/24/12**	**100,000.00**	**99,978.51**	**99,996.00**		**100,000.00**			
		General	100,000.00	99,978.51	99,996.00		100,000.00			
9127953S8	**99.9709**	**.0117 5/31/12**	**200,000.00**	**199,941.86**	**199,987.08**		**200,000.00**			
		General	200,000.00	199,941.86	199,987.08		200,000.00			
9127955X5	**99.9798**	**.081 7/19/12**	**250,000.00**	**249,949.45**	**249,955.56**			**250,000.00**	**249,949.45**	**249,991.49**
		Hays County I & S	250,000.00	249,949.45	249,955.56			250,000.00	249,949.45	249,991.49
9127954B4	**99.9798**	**.081 7/26/12**	**500,000.00**	**499,898.89**	**499,897.29**			**500,000.00**	**499,898.89**	**499,980.56**
		General	500,000.00	499,898.89	499,897.29			500,000.00	499,898.89	499,980.56
912795Y96	**99.9785**	**.086 8/23/12**				**100,000.00**		**100,000.00**	**99,978.51**	**99,986.00**
		General				100,000.00		100,000.00	99,978.51	99,986.00
9127956C0	**99.9785**	**.086 8/30/12**				**200,000.00**		**200,000.00**	**199,957.03**	**199,969.67**
		General				200,000.00		200,000.00	199,957.03	199,969.67
TOTAL			1,050,000.00	1,049,768.71	1,049,835.93	300,000.00	300,000.00	1,050,000.00	1,049,783.88	1,049,927.72

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yeild/ Maturity	Balances 4/30/12 Par Value	Book Value	Market Value	Transactions Purchases	Maturities	Balances 5/31/12 Par Value	Book Value	Market Value
Security State Bank	General	2.56% 1/4/13	4,959.85	4,959.85	4,959.85			4,959.85	4,959.85	4,959.85
Security State Bank	General	2.99% 1/4/13	4,805.25	4,805.25	4,805.25			4,805.25	4,805.25	4,805.25
Security State Bank	General	2.99% 1/4/13	5,172.18	5,172.18	5,172.18			5,172.18	5,172.18	5,172.18
TOTAL			34,286.07	34,286.07	34,286.07	-	-	14,937.28	14,937.28	14,937.28
TOTAL Fund Balances		161,406,815.43					155,642,716.86			

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .06%


Fund balances for 5/31/12
HCIS
CEDAR
SECO
LSF
Blanco
PTRC.11
RC.11
PB.11
CO.10
PTRC.09
RC.09
CO.09
RC.06
CO.97
HIST
Tobacco
JUV
FHS
HCFF
DADF
SDF
MDF
RBG
GEN
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$38,000,000.00
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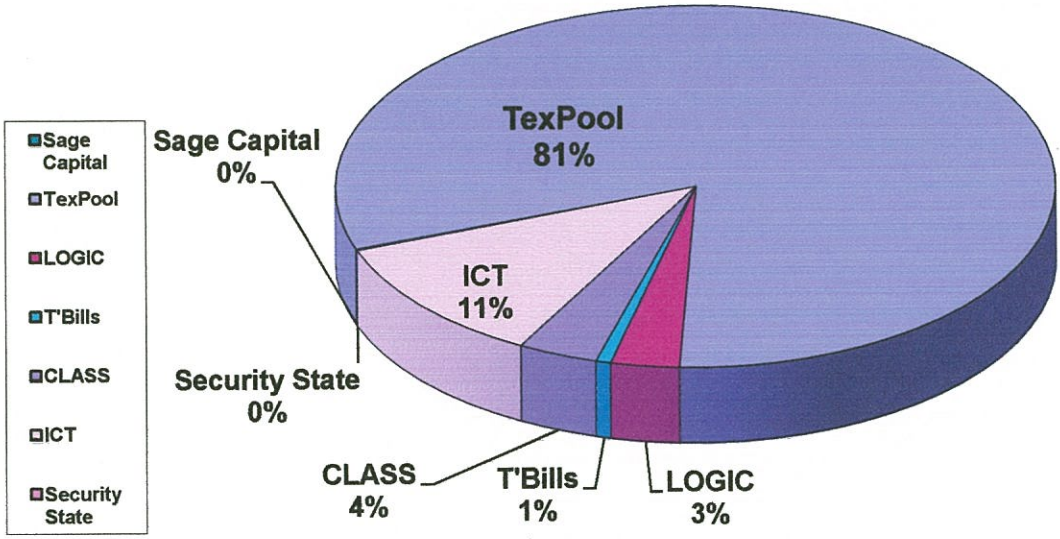
$41,000,000.00
$42,000,000.00
$43,000,000.00
$44,000,000.00

INVESTMENT ALLOCATION TOTALS
MAY 2012



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

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Assistant Hays County Treasurer

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute an amendment to a Professional Services Agreement between Hays County and Scott H. Yarbrough for the performance of insurance-related consulting services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	$18,000.00, Budgeted

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BAEN	COBB	N/A

SUMMARY

This amendment simply extends the time of Mr. Yarbrough's existing contract with Hays County. All other terms and conditions remain the same.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Scott H. Yarbrough** (hereinafter "Contractor"), whose primary place of business is located at 225 West Hopkins, San Marcos, Texas 78666, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 18th day of August, 2009 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Director of Human Resources is in need of an ongoing contract for insurance-related consulting. On the 31st day of August, 2010, the Hays County Commissioners Court approved and authorized the execution of this Professional Services Agreement to accommodate that need.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Dee Dee Baen (or successor), Director of Human Resources (hereinafter the "County Representative"); and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A" if as and when they are attached hereto and signed by the parties (collectively "the Work"). Exhibit "A" and its subsections shall be executed according to the Work Authorization Protocol cited in Section 3, below.

3. WORK AUTHORIZATION PROTOCOL

This Agreement, upon its execution, shall identify the scope of any initial services and terms in Exhibit "A". As subsequent services and terms are requested by the County Representative and the scope of those services is determined, the Parties shall execute a written "Work Authorization" that is entitled Exhibit "A-*n*", *n* representing a numeral that is one number larger than the last Work Authorization executed (e.g. Exhibit A-1, A-2, etc.) The first subsequent Work Authorization shall be entitled Exhibit "A-1". All Work Authorizations executed subsequent to Exhibit "A" shall be 1) in writing; 2) signed and dated by Contractor and the County Representative, who is hereby granted authority to execute subsequent Work Authorizations on behalf of the County as long as those subsequent Work Authorizations fall within the Not-to-Exceed Contract Budget set out below; 3) shall identify a scope of Work that has not been commenced by Contractor; and 4) shall identify deadline(s), if

any, for the Work to be performed. Contractor shall not perform any Work or invoice the County for Work that is not identified in a validly executed Work Authorization.

4. DURATION

This Agreement shall extend until August 31, 2011, at which time it will automatically terminate. Either Party may terminate this Agreement by providing thirty- (30-) days written notice to the non-terminating Party. If this Agreement is terminated during Contractor's performance of Work under a specific Work Authorization, the County shall pay Contractor for the portion of the Work completed by Contractor.

5. COMPENSATION

Contractor shall be compensated for Work, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B."

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter. Barring a valid Amendment pursuant to Section 21, below, at no time shall the Work performed under this Contract exceed the value of Eighteen Thousand Dollars ($18,000.00 USD)("Not-to-Exceed Contract Budget").

7. COMPLETION OF WORK

Completion of any Work or Work Authorization performed under this Agreement shall be the sole determination of Hays County.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: Dee Dee Baen, 111 E. San Antonio Street, Suite 200, San Marcos, Texas 78666; Facsimile - (512) 393-2227; Email - deedee.baen@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Scott H. Yarbrough, 225 West Hopkins, San Marcos, Texas 78666; Facsimile - 512-754-2717; Email-friendly-service@benchmark-ins.com.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until this Agreement expires, is terminated, or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 10, 12, 14, 15, 16, 17, 18, 20, and 21.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all

remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

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

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

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

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

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

22. BIDDING EXEMPTION

This Professional Services Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Texas Local Government Code, as this is a contract for Professional Services.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

8/31/10
Date

By: Judge Elizabeth Sumter

Hays County Judge

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Attest: Linda C Fritsche
Linda Fritsche
Hays County Clerk

Scott H. Yarbrough, Contractor

9/2/10
Date

EXHIBIT A

Initial Work Authorization

1. Monitor the performance of insurance carrier/managed care delivery system.

2. Review with the HR Director monthly reports, trends, news, updates, legislation that may affect the plan.

3. Review with the insurance committee and/or Commissioner's Court, quarterly reports, including claims management and financial reporting, and to provide the County an accurate and timely assessment of such reports as well as information in #2 above.

4. Coordinate with the appropriate personnel, the insurance carrier and other professional vendor's, the administrative procedures, financial reporting, and contract/services involved in the plan.

5. Maintain a vision to the future for cost effective products and or services as may be necessary or appropriate.

6. Assist in the coordination of the enrollment and installation of contract[s], including employee communication of benefits, procedures [claim forms and claim filing], "managed care" network (including providers in such network[s]), and other necessary services to complete the enrollment and implementation of the plan.

7. Compile, clarify and report on Benefit survey distributed to market sources in Spring 2010. Will be billed separately to County at a fixed rate of $3000.

Review of Current Health/Rx Plan

1. Meet with insurance committee and/or Commissioner's Court to discuss current/future plan cost [including projections], benefits, and areas of concern.

2. Meet with insurance committee and/or Commissioner's Court to review delivery systems applicable/available to the County.

3. Coordinate, manage, and negotiate the 2011 plan year renewal with the current carrier and other pertinent vendors, and to communicate cost and benefits with the insurance committee and the Court.

Development of Proposal Specifications

1. If necessary, prepare Request for Proposal [RFP] in accordance with Section 262.030, Texas Local Government Code reflecting the County's needs addressed in the process. RFP specifications will provide qualified insurance carriers/managed care delivery systems with all information, including historical data, claims, etc., needed to prepare a qualified response. The analysis of responses of such RFP is not included and may be negotiated.

EXHIBIT B

Fees

Services shall be performed by Scott H. Yarbrough and shall be performed at a rate of $18,000. (Eighteen thousand dollars).

Fees will be paid in equal monthly installments, invoiced monthly by Contractor.

Separate Project #7 identified in Exhibit A will be invoiced separately to County at a fixed rate of $3000.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute an amendment to the Customer Agreement with the Texas Department of Resources and Texas NICUSA for eFiling services through Texas.gov.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
GONZALEZ	COBB	N/A

SUMMARY

See attached.

texas.gov

100 Congress Avenue
Suite 600
Austin, Texas 78701
tel 512.651.9300
fax 512.651.9334

Texas.gov is a service of Texa

July 3, 2012

Ms. Liz Gonzalez
County Clerk
Hays County Government Center, Suite 2008
712 South Stagecoach Trail
San Marcos, Texas 78666

RE: Customer Agreement Amendment for eFiling services

Dear Ms. Gonzalez:

As you are aware, the Texas eFiling program is entering a period of transition that will begin September 1, 2012. As detailed in the letter from the Office of Court Administration (OCA), dated June 1, 2012, the transition requires new fees and new terms and conditions, requiring an amendment to your Texas.gov Customer Agreement.

Attached is the Customer Agreement amendment supporting the following changes:

- The OCA and Texas Supreme Court anticipate requiring eFiling services from Texas.gov through February 2014.
- The Customer Agreement for eFiling will expire at the same time the Texas Supreme Court eFiling Agreement expires or is terminated.
- Early termination of the Customer Agreement requires 12-months prior written notice.
- The eFiling and eService fees have been increased by $1 each.

Please have the appropriate individual with signatory authority sign the amendment and return the executed document no later than August 31, 2012, via electronic delivery or via postal service to the following address:

Texas.gov Contracts
100 Congress Ave, Suite 600
Austin, TX 78701
TXNICUSA-Contracts@egov.com

We will continue to update you on the progress of the transition, communications with constituents, and materials that will assist you in updating your website, written materials, etc. so that you can better serve your constituents. We will also be working with OCA to communicate with constituents regarding the transition to the new vendor for Texas eFiling.

We appreciate your continued support of the eFiling service and will work diligently to ensure a smooth transition. Please contact our Contract Manager, Brittany Perkins via phone at 512.501.5981 or email bperkins@egov.com, should you have any questions or comments.

Respectfully,

Erin Hutchins
Director of Portal Operations
Texas.gov

AMENDMENT 1 TO THE CUSTOMER AGREEMENT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND,
TEXAS NICUSA, LLC
AND
HAYS COUNTY

Purpose: The purpose of this amendment is to edit the Customer Agreement.

Whereas, effective January 1, 2010, the Texas Department of Information Resources (DIR), Hays County (Customer), and Texas NICUSA, LLC (Vendor) entered into a Customer Agreement to provide Texas.gov services.

BACKGROUND

The Office of Court Administration (OCA), the Texas Supreme Court, and the Judicial Committee on Information Technology (JCIT), have jointly extended eFiling service through Texas.gov, for up to 18 months, to February, 2014, to accommodate OCA procurement of a new eFiling provider and transition to the new solution.

AUTHORITY

This amendment is coterminous with the Texas Supreme Court Customer Agreement for the eFiling service.

EFFECTIVE DATE

This amendment is effective as of **September 1, 2012**.

For good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby amend the Customer Agreement as follows, all other terms and conditions remain the same.

1. Edit Customer Agreement:

    1.1. Customer Agreement—Standard Terms and Conditions, delete Section 10 in its entirety and replace with the following:

    10. Termination

    10.1 The Customer Agreement is effective on September 1, 2012 and expires no later than the earlier of February 28, 2014 or the termination or expiration of either the TexasOnline 2.0 Master Agreement or the Texas Supreme Court eFiling Customer Agreement, unless this Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.4 below.

    10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within

thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, DIR and Vendor may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 90-day prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor’s services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, Customer may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 45-day prior written notice.

10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas.gov, if the Customer terminates the Customer Agreement for convenience or lack of funding prior to August 31, 2013 and before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor’s exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

2. Replace Exhibit A in its entirety with the attached Exhibit A to apply the following changes:

   2.1. Edit Fee Schedule – Section 1. Electronic Filing Manager (EFM) Application, as follows:
      2.1.1. Update Texas.gov Filing Fee
      2.1.2. Update payment terms

3. Add Exhibit B in its entirety.

AGREED AND ACCEPTED:

Vendor:

By: Erin Hutchins

Print Name: Erin Hutchins

Title: Director of Portal Operations

Date: 7/3/12

Texas Department of Information Resources:

By: _____

Print Name: Carl D. Marsh

Title: Chief Operating Officer

Date: _____

Legal: _____

Customer:

By: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit A: Amendment 1

Customer: Hays County

List of Application(s) Supported Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application A. Court Intake Application B. Court Profile C. Court Registration D. Filer Registration E. Payment Services

List of Service(s) Provided Under this Customer Agreement
• **Electronic Filing Manager (EFM) Application** • Electronic Payments System Credit Card Authorization Services/Settlement Services • Electronic Payments Chargeback Services • Filing Purge Services • Customer Information Center Services for Government Entity Applications • Customer Information Center for Electronic Payments transaction services • TexasOnline Hosting and Application Service Provider (ASP) Services • TexasOnline Training • Strategic Outreach • Physical Environment Management • Network Infrastructure Management • Hardware Management • Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	• $5.00 Texas.gov Filing Fee • $2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table.
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in Hays County as approved by the Department of Information Resources Board.
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds.
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees.
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board.

Customer Initials & Date

7/3/12
Vendor Initials & Date

Exhibit B: Application and Services Description

The Vendor offers a variety of support services to Customers. The specific list of services and applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A of the Agreement between the Customer and Vendor.

The following table is a comprehensive list of all services currently offered by Vendor, and may be amended from time to time by Vendor.

Service	Description
A. Electronic Payment Engine Payment Interface Services	Vendor will provide a Payment interface ("Electronic Payment Engine") that will be hosted at a Vendor web site. The Customer applications will pass encrypted transaction data to the site using a secured connection. The interface will include: • SSL 128bit encryption or greater secure interface to Electronic Payment Engine • Pre-load validation of record packet submitted by the Customer application • Response record packet returned to the Customer application If the Customer is hosting the application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas.gov Payment Engine, Payment Services Specifications.
B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services	• Vendor will provide authorization and settlement transaction services for credit cards (Visa, MasterCard, Discover, and American Express). • Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface. • Each incoming transaction will be logged for auditing. • Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment. • If valid, the transaction will be submitted for approved credit and process authorization. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing. • The cutoff for transactions will be 2:00 a.m. ET daily. • The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers.
C. Electronic Payment Engine ACH Services	For Automated Clearing House (ACH), Vendor will provide the following services: Vendor will receive the encrypted pay request transaction

	through a secure (minimum SSL 128 bit) interface. • Each incoming transaction will be recorded for auditing. • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided. • If valid, the transaction will be authorized using current financial data. Only the ABA routing number is validated. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing.
D. Automated USAS Interface	Vendor will prepare a file of online transactions and forward it to the Comptroller each banking day. In turn, the file is provided to the Customer via the Comptroller. The file will be formatted according to the specification defined in the Texas.gov Payment Engine Specifications.
E. Application for Electronic Payment Engine Refund Services for Credit Cards	Vendor will provide an online, secured application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
F. Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)	Vendor will provide an online, secured application for the Customer to access in order to process refunds to ACH transactions. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund.

	• Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file. Transfers will only occur on bank business days. The Customer will be able to print and save a record of the refund transaction.
G. Hosting Support Services	Vendor may provide services related to the support of Texas.gov. These services include, but are not limited to: • Application hosting • Architecture development and/or review • Security services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services

H. Texas.gov Authentication Service	• Section 2054.271 of the Texas Government Code allows for Texas.gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document.
	  • The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas.gov Authentication Database.
	  • Vendor provides Texas.gov Authentication Service
	• Customer agrees to use the service solely for the Customer Application specified in Exhibit A.

I. Helpdesk Services for Texas.gov Applications	Vendor may provide first through third level customer support through the Texas.gov Helpdesk. Level 1 Support duties: • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address. • Following established procedures to answer questions

	• Escalating issues that are not resolved to Level 2 support • Recording all issues in a tracking system. Level 2 Support duties: • Responding to phone calls escalated from Level 1 support • Responding to emails escalated from Level 1 Support • Following established procedures to answer questions and issues • Escalating issues that are not resolved to Level 3 Support • Recording issue resolution into the tracking system Level 3 Support duties: • Responding to issues escalated from Level 2 support • Conducting a systems analysis to determine cause for issue • Development of a work around or fix for the issue Vendor may provide Level 1 and Level 2 support for the Customer hosted application(s) through the Texas.gov Helpdesk. If Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support. For Texas.gov Hosted applications, Vendor may provide Level 1 through Level 3 support. A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Framework is at times other than those described above. The call center services are offered in English and Spanish.
J. Change Management	Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H: Governance, Attachment H1: Policies and Procedures Manual, Section 6.3 Change Management Process.
K. Texas.gov Service Desk	The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.
L. Filing Purge Services	• Customer will check and accept or reject all filings on at least a daily basis. • Vendor will purge all filings 10 days after the Customer acts on the filing by accepting or rejecting the filing.

	• All filings will be purged no later than 30 days after they are submitted by the filer.
M. Texas.gov Training	Vendor will provide training support documentation on the appropriate use of the Texas.gov EFM.
N. Physical Environment Management	Vendor will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center.
O. Network Infrastructure Management	• Vendor will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the Texas.gov EFM located at Vendor's eGovernment Data Center. • Vendor will manage all the Texas.gov EFM resources necessary to get users to Customer's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.
P. Hardware Management	• Vendor will provide Hardware Installation, Hardware Management and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will install and maintain Texas.gov EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.
Q. Operating System Administration	• Vendor will provide Operating System Software installation, configuration, optimization, and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will create the underlying Texas.gov EFM environment and work with Customer to ensure that systems are configured and tuned appropriately to support the needs of Customer applications.
S. Point of Sale Payment Services	• Vendor will provide application for over-the-counter processing and a magnetic card reader for credit card data collection. • MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements.
T. Card-swiping Device-Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS).

Electronic Filing Manager (EFM) Application: Specific Descriptions and Definitions

Vendor Obligations

Service	Description
A. EFM Training	Vendor agrees to provide training to the Customer concerning profile, intake functions and financial reconciliation related to the services provided under this Agreement. Vendor agrees to assist the Customer in understanding and implementing the security policies and procedures as needed.
B. EFM Privacy and Security	Vendor agrees that the Customer's information is owned by the Customer, and Vendor agrees that it will not use the Customer's information for any purpose except as authorized by the Customer. Vendor will make commercially reasonable efforts to meet the security standards described in the Master Contract and provide for the security and integrity of all information obtained pursuant to this Agreement.
C. EFM Service Levels - Page Loading Time	Vendor will provide page loading time to the User on an average of 5 seconds, measured at the Web server. • Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. • Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. • The User is the third party who requests service. • Submission of the filing by the filer is exempted from the average loading time commitment. Under no circumstances shall the Customer be construed to be the User under this Agreement.
D. EFM Service Levels- Up-Time and Availability	Vendor will provide up-time and availability of the Texas.gov network and electronic payment system of 99.5%. • Service level will be measured monthly by Vendor. • Vendor reserves the right to restrict the size of eFiling attached documents to preserve performance commitments. The following will <u>not</u> be included in Vendor's up-time and availability computation: • Scheduled and planned outages for the purposes of upgrades or maintenance. Upon receipt of TDIR approval, Vendor will promptly notify the Customer of all scheduled and planned outages. • All outages will be scheduled with a minimum of 72

	hours of advance notice to the TDIR, and shall occur only during non-peak hours, unless otherwise agreed by the parties. • If less than 72 hour notice is given or the TDIR does not approve the upgrade or maintenance, the outage will be considered down-time. Special Circumstances • The Customer may request an outage with respect to services and that outage will not be considered down-time. • If systems or components not owned, controlled, or contracted by Vendor fail resulting in an outage, that outage will not be considered down-time, unless the cause of the failure can be shown to have been a result of Vendor negligence or malfeasance. • Service outages caused by the failure of the Customer's application code or Customer maintained portions of the application or infrastructure are not considered down-time.
E. EFM Service Failure	If for any reason Texas.gov or Vendor are unable to electronically receive or transmit a document, then Vendor will deliver the document to the Customer in a form acceptable to the Customer by 5 p.m. on the first business day following Vendor receipt of notice from the Customer of the failure.
F. EFM Convenience Fee	Vendor will submit convenience fee change requests to DIR for approval and fee changes will be implemented within thirty (30) days of approval. • The convenience fee charged to users of Texas.gov will be clearly indicated to users. • Users will be required to give explicit confirmation that they have agreed to pay the convenience fee.
G. EFM Unsuccessful Payment	It is the Electronic Filing Service Provider's responsibility to collect the payment amount from the filer for all filings submitted with unsuccessful payment. Outstanding funds for all filings that are accepted without successful payment for a given month will be transferred from the Vendor Bank account to the Customer's bank account by the tenth (10th) business day of the following month.
H. EFM Electronic Payments Chargeback Services	Vendor and the Customer will develop mutually acceptable procedures for the Customer to follow in order to process chargebacks for applicable credit card transactions.
I. EFM Information	Vendor will provide first level customer support for the

	Center (CIC) Services for County Applications	Customer applications through the Texas.gov CIC. • First level support includes responding to phone calls and email requests for assistance in using the application. • Questions that cannot be answered by a first level technician will be forwarded either to the Customer contact or level two support for resolution. • First and second level support is limited to technical support regarding the Texas.gov network or availability and application functionality. Customer business questions or filing rules, as they pertain to eFiling, are the responsibility of the Customer. • Questions that require the Customer's response will be forwarded to the Customer for resolution. • Users will be referred appropriately. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
J.	**EFM Customer Information Center Services for Electronic Payment Transaction Services**	Vendor will provide first through third level customer support through the Texas.gov CIC for the payment transactions processed through the Electronic Payments System. • First level support includes responding to phone calls and email requests for assistance in using the application. • Questions that require a Customer response will be forwarded to the Customer contact for resolution. • Questions that require the Electronic Payments Systems investigation or response will be forwarded to the Electronic Payments Customer Support areas. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
K.	**EFM Texas.gov Hosting and Application Service provider (ASP) Services**	Services provided by Vendor include all services related to the hosting of eFiling applications including: • Application design • Database design and setup • Standard interface design to meet the statewide court filing standard. • Interface design for exchange between Texas.gov

	and the Electronic Payments System • Support secure communications standards between Texas.gov and the Customer. • Application development and testing. • Page and form development • Continued application enhancements and modifications. • Applications support and maintenance
L. EFM Strategic Outreach	Services provided by Vendor include the following strategic outreach services: • Provide a sample communication plan for the Customer; and if appropriate, consider the possibility of a joint marketing plan and/or expenditure with the Customer.
M. EFM Web Service Interface	Service provided by Vendor to provide the Customer with a standard interface for the exchange of files.

Customers Obligations

Service	Description
A. EFM Financial Information **EFM Financial Information (cont.)**	Not later than 60 days prior to implementation, the Customer must provide to Vendor banking information for all required financial accounts including, but not limited to: • Customer's Financial Contact's Name, Title, Mailing Address. Telephone Number, and Email Address. • Customer's Bank's Name, Address, Account Number, and ABA number. • Customer's Bank's Contact Name and Phone Number • Voided Check or Bank letter on Customer's Bank's Letterhead The required financial information is subject to change according to what is needed to correctly process fees and disburse payments to the Customer. Vendor shall maintain the confidentiality of the Customer's banking information by keeping it in a secure location and Vendor shall not use the information for any purposes whatsoever, other than those consistent with this Agreement.
B. EFM Testing Applications and Interfaces	The Customer is responsible for testing the performance of the following: • Customer produced and maintained applications and interfaces to Texas.gov and; • the User acceptance eFiling services and enhancements.

	The Customer and Vendor agree to one forty-five (45) day Pilot Phase beginning on the inception of service so that the Customer can evaluate the services and test for performance and reliability of services. • If the Customer is dissatisfied during the initial Pilot Phase, Vendor shall have thirty (30) days from receipt of notice of Customer's dissatisfaction to make changes and satisfy the Customer.
C. EFM Training	After the initial training provided by Vendor, the Customer is responsible for training Customer employees concerning profile, intake functions, and financial reconciliation.
D. EFM Contact Number	The Customer agrees to provide a contact number so that inquiries from the Customer Information Center may be received between 8:00 a.m. and 5:00 p.m. central standard time.
E. EFM Texas.gov Logo and Hyperlink	The Customer agrees to provide on the Customer's web page a hyperlink to Texas.gov home page and display the Texas.gov logo. The Customer will maintain the hyperlink to Texas.gov and change the URL as requested by Texas.gov.
F. EFM Receipt of Electronic Filings	• The Customer is responsible for receipt of filings made on Texas.gov, when the filing is available for access on the Texas.gov browser. • The Customer agrees to review electronic filings that occur on regular Customer business days and accept or reject electronic filings, unless the Customer is down or otherwise unable to review electronic filings due to circumstances beyond the Customer's control. • The Customer shall notify Vendor within fifteen {15) minutes or as soon as possible that the Customer is down or otherwise unable to electronically receive documents.
G. EFM System, Software, and Interface	• The Customer agrees to support reasonable efforts by Vendor to upgrade the Texas Department of Information Resources environment operating system, application server software, web server software, and hardware on Customer environments, as hosted by Vendor. • The Customer is responsible for reasonable costs associated with the development of an automated interface application that would process data available from eFiling into the Customer's systems, subject to prior written approval by the Customer. • Vendor agrees to support the Customer in creating an interface to the Department of Information Resources in

	a timely manner, subject to the approval of the Department of Information Resources.
H. EFM Convenience Fee	A convenience fee is paid by the User for each completed transaction. • Under no condition shall the Customer be responsible for payment of the convenience fee or any other payment of money under this Agreement or in relation to this Agreement. • The amount of the convenience fee is set out in Exhibit A, attached hereto and incorporated herein.
I. EFM Security and Privacy	• The Customer agrees to follow recommended security policies and procedures promulgated by Vendor from time to time. • The Vendor will assist the Customer in understanding and implementing these security policies and procedures to avoid identified risks. • The Customer agrees to comply with the privacy statements displayed on the Texas.gov site.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Mustang Valley subdivision, Section II.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	CONLEY	N/A

SUMMARY

The Transportation Department has inspected and recommends its acceptance for maintenance. Road segment includes a portion of Mustang Valley Trail (1,331 feet).

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

6/15/12

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

RE: Mustang Valley Section II

Dear Commissioners and Judge:

Russell Hinds, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Mustang Valley Section II. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Matthew B. McCormick, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

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

Respectfully,

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

MATKINHOOVER
ENGINEERING
& SURVEYING

April 9, 2010

Jerry Borcherding, P.E
Hays County Engineer
2171 Yarrington Road
San Marcos, Texas 78666

Re: Mustang Valley Subdivision Section II
Mustang Valley Trail Sta: 41+67.48 to 61+50.00
Hays County, Texas
Engineer's Certification Letter

Dear Mr. Borcherding,

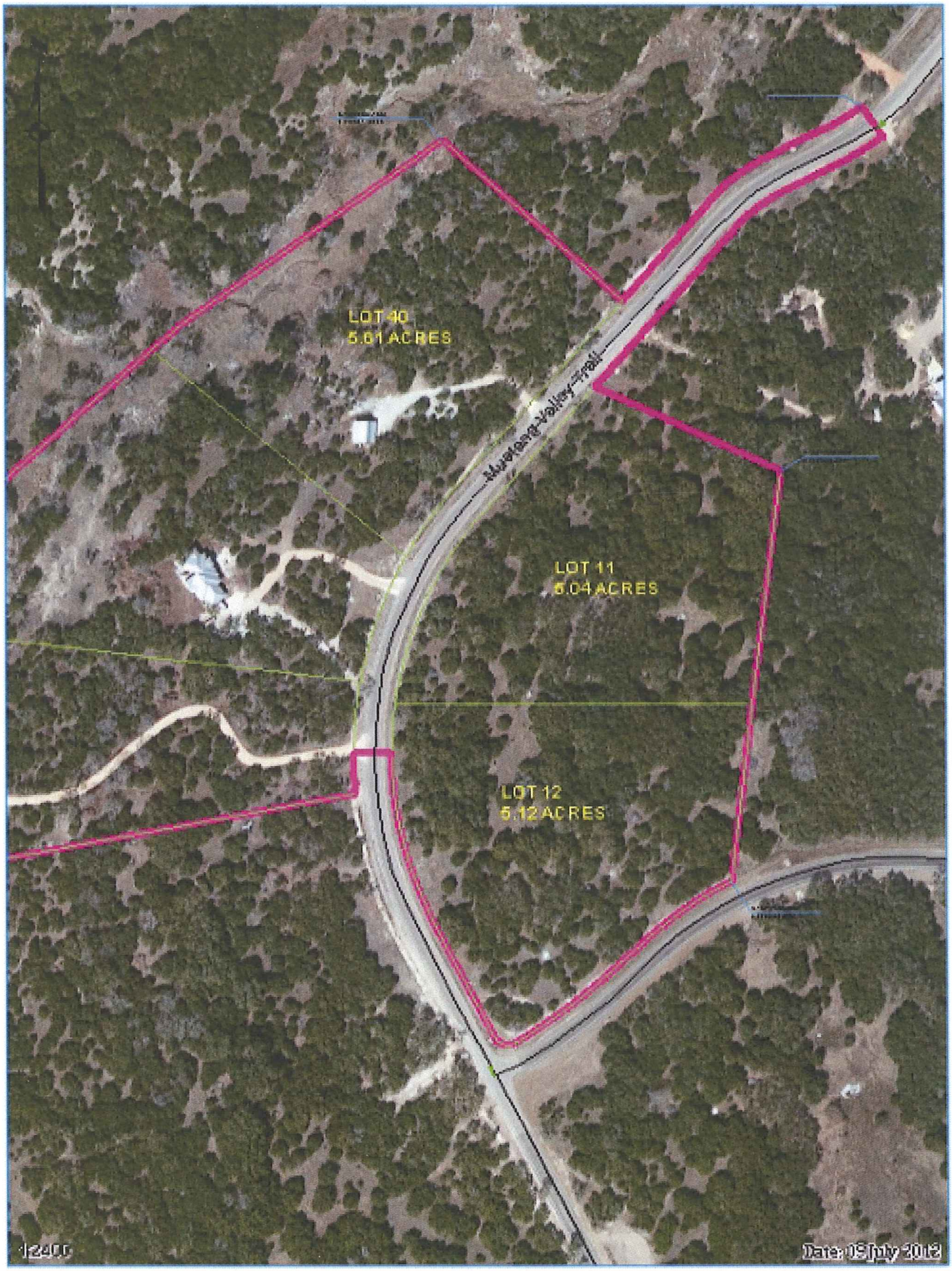
This letter is to certify that the civil related improvements of Mustang Valley Trail from Sta: 41+67.48 to 61+50.00 associated with Mustang Valley Subdivision Section II are substantially complete and have been installed in general accordance with the Construction Plans and Specifications, as approved by Hays County. It is my recommendation that all temporary erosion control measures remain in place and continue to be maintained by the contractor until vegetation is established to the final stabilization standards set forth by TCEQ and/or Hays County and Notice of Termination (NOT) has been submitted to TCEQ.

If you have any questions or need additional information please contact our office.

Sincerely,
Matkin-Hoover Engineering

Matt McCormick, P.E.
Project Manager

cc: Todd Spencer – Hays County
Betty Lambright – Hays County
Russell Hinds – Rincon Group L.P.
David Coleman – Diamond X Contracting


LOT 40
5.01 ACRES
LOT 11
5.04 ACRES
LOT 12
5.12 ACRES
12400
Date: 18 July 2012

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt a resolution authorizing the County Judge to negotiate and sign a Local Project Advance Funding Agreement (LPAFA) with TxDOT, for an amount not to exceed $1,230,000.00, for providing design services for the CAMPO approved STP MM funded project at the intersection of SH 21 and FM 150, and to direct staff to proceed with procurement of professional consultant design services for Plans, Specifications and Estimates (PS&E).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

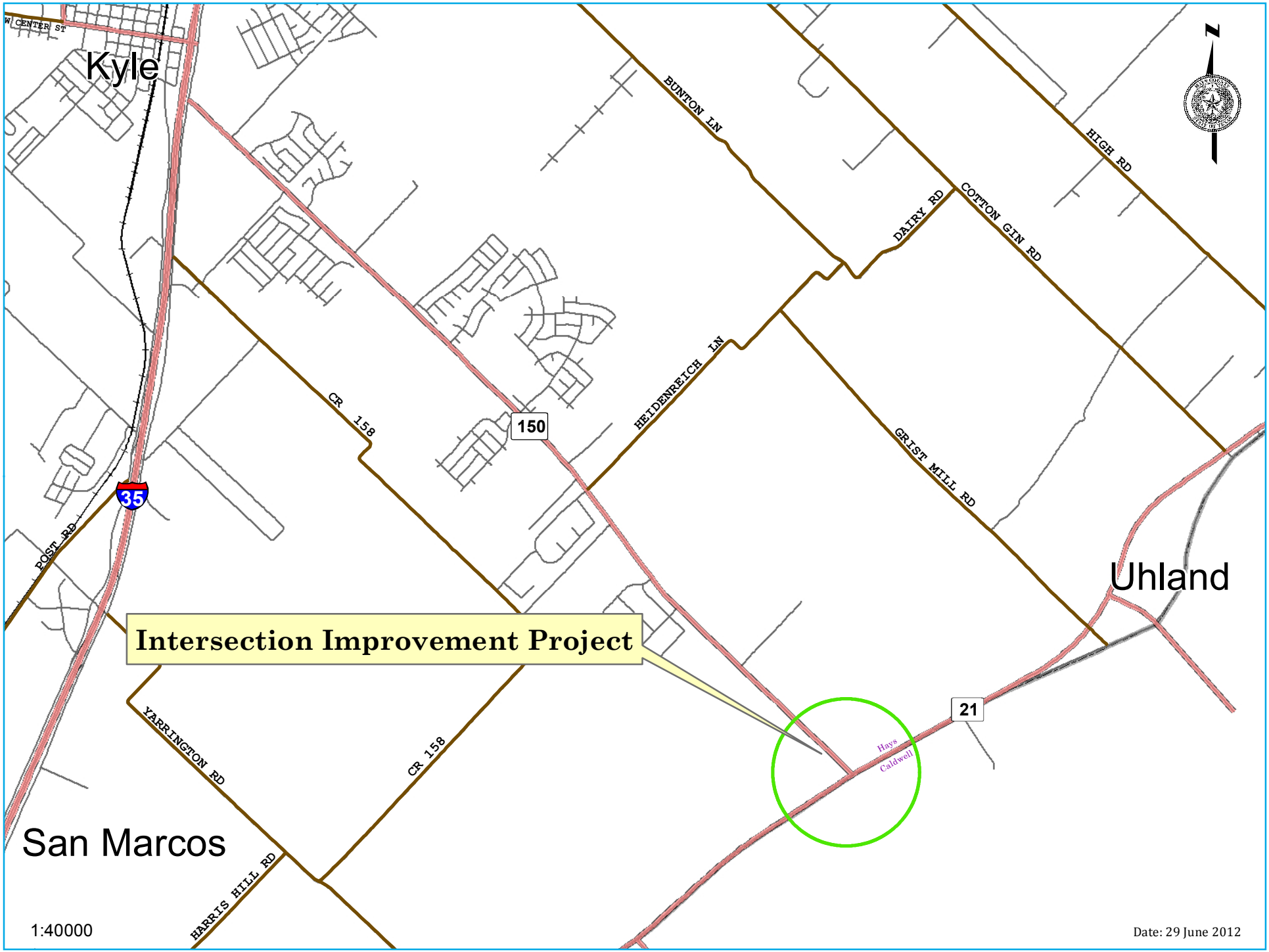
AUDITOR COMMENTS:
No County funds are required

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

The CAMPO Board on December 12, 2011 approved a Surface Transportation Program Metropolitan Mobility (STP MM) reimbursable grant for FY 2013 to Hays County for $1,230,000 for intersection improvements at SH 21 and FM 150 (E). TxDOT will let the project for construction in FY 2013 and has requested that Hays County procure the PS&E design services for the project. The $1,230,000 is composed of $984,000 in federal funds and a $246,000 TxDOT match. Hays County will be reimbursed for the cost of the design services. TxDOT is drafting the LPAFA and will provide it to the County as soon as it is available. Upon Commissioners Court approval staff will begin the procurement process in compliance with TxDOT requirements in order to begin the design work as soon as possible and meet the FY 2013 deadline.


Kyle
W CENTER ST
BUNTON LN
HIGH RD
DAIRY RD
COTTON GIN RD
HEIDENREICH LN
CR 158
150
GRIST MILL RD
35
POST RD
Uhland
Intersection Improvement Project
21
Hays
Caldwell
YARRINGTON RD
CR 158
San Marcos
HARRIS HILL RD
1:40000
Date: 29 June 2012

RESOLUTION OF HAYS COUNTY COMMISSIONERS COURT IN SUPPORT OF SH 21 AND FM 150 INTERSECTION IMPROVEMENT ADVANCE FUNDING AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) on December 12, 2011 approved FY 2013 Surface Transportation Program Metropolitan Mobility (STP MM) funding of $1,230,000 for an intersection improvement project at SH 21 @ FM 150(E) in Hays County; and

WHEREAS, the TxDOT Austin District has requested that Hays County provide all preliminary design services for the approved project; and

WHEREAS, the TxDOT Austin District has proposed a Local Project Advance Funding Agreement (LPAFA) between Hays County and TxDOT specifying the scope of services for Hays County to undertake with compensation payment by TxDOT for those services; and

WHEREAS, Hays County intends to procure consultant services to carry out the scope of services outlined in the LPAFA in accordance with established Hays County procurement practices; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court authorizes Hays County Judge Bert Cobb to negotiate and sign a Local Project Advance Funding Agreement with TxDOT for the proposed design services for SH 21 @ FM 150 (E) in an amount not to exceed $1,230,000; and

BE IT FURTHER RESOLVED that the Hays County Commissioners Court directs Hays County staff to proceed with procurement of professional consultant services described in the LPAFA in accordance with established Hays County procurement practices and TxDOT requirements.

RESOLVED, ORDERED, AND DECLARED this the 17th day of July 2012.

Bert Cobb
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Call for a public hearing on July 31, 2012 to establish a traffic regulation on Springlake Drive.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

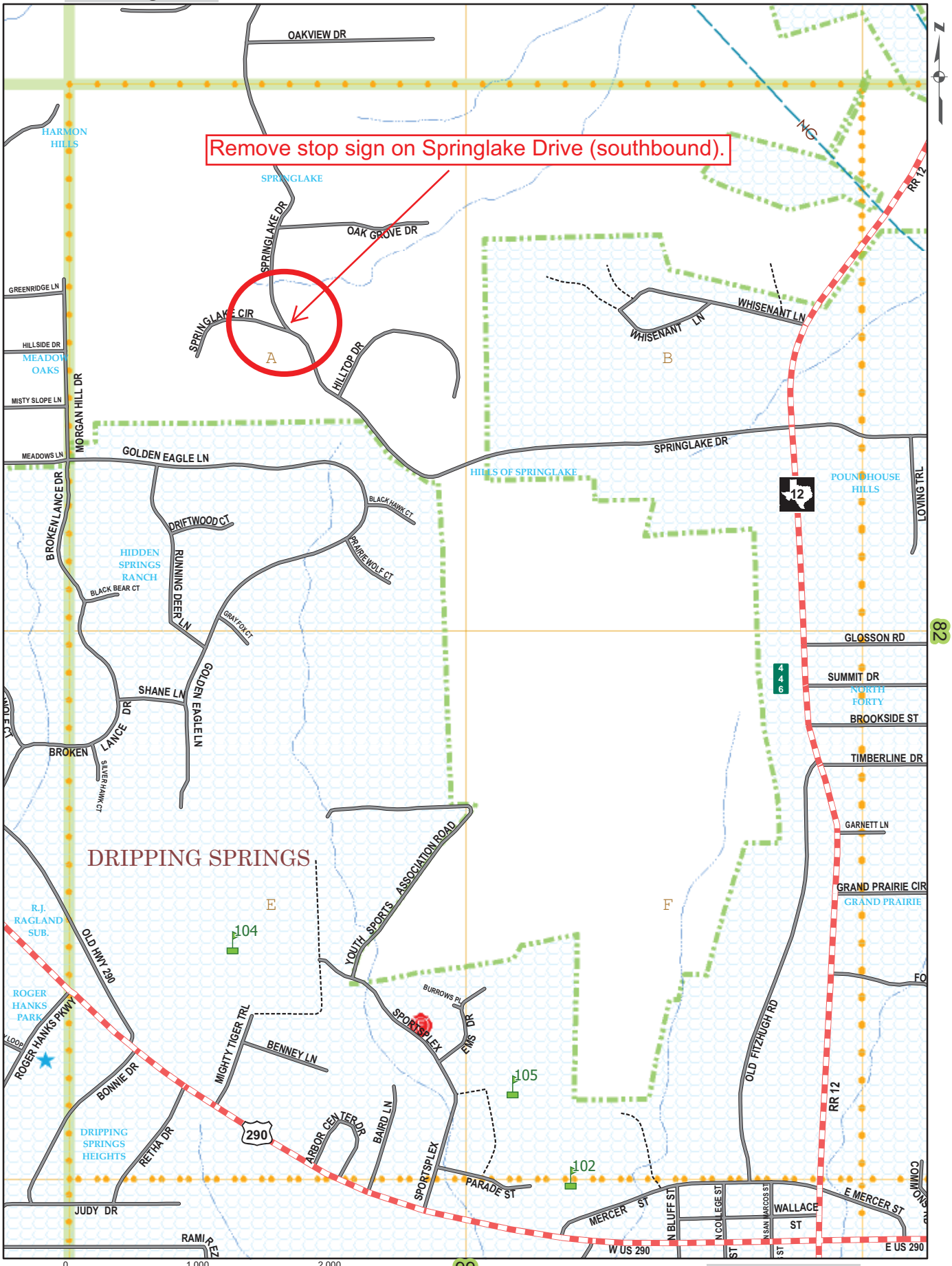
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	WHISENANT	N/A

SUMMARY

To remove: a stop sign on Springlake Drive at the intersection with Springlake Circle.



Detail Page: 81

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

11-3-31 Resubdivision of Lot 2 and Additional Acreage at Red Hawk Estates (3 lots). Discussion and possible action to approve final plat; hold a public hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
ROXIE MCINNIS	CONLEY	N/A

SUMMARY

The proposed resubdivision of Lot 2 in the Red Hawk Estates subdivision will bring in additional acreage from a contiguous tract and will result in three lots ranging in size from 2.32 to 3.00 acres. Lot 2C is served by existing wells and on-site sewage facilities. Lots 2A and 2B will also be served by private wells and on-site sewage facilities at the time of development.

LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES ETJ CITY OF WIMBERLEY HAYS COUNTY, TEXAS 3 LOTS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

That I, Terri LeMaster, owner of the certain tract of land shown hereon and described in a deed recorded in Volume 3638, Page 780, of the Official Records of Hays County, Texas, same being Lot 2, Red Hawk Estates at Lone Man Creek and a 5.049 acres tract of unplatted land and a 0.295 acre easement conveyed by said deed, being a total of 7.69 acres of land out of the T. Francis Brewer Survey A–70 and the Jesse Williams Survey A–742, do hereby subdivide said property as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of the streets and easements shown hereon. This subdivision is to be known as LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES, ETJ CITY OF WIMBERLEY, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20__.

By: _____
Terri LeMaster
220 Red Hawk Road
Wimberley, Texas 78676

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Terri LeMaster, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 20__.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS
CITY OF WIMBERLEY

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of the City of Wimberley. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The City of Wimberley disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

_____ _____
Don Ferguson, City Administrator Date
City of Wimberley, Texas

I, Joel D. Wilkinson, City Engineer of the City of Wimberley, Texas do hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations to which approval is required.

_____ _____
Joel D. Wilkinson, City Engineer Date
City of Wimberley, Texas

I, Don Ferguson, City Administrator of the City of Wimberley, Texas hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations to which approval is required.

_____ _____
Don Ferguson Date

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, Liz Gonzalez, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____ A.D. 20__ at _____ o'clock, ___M. and duly recorded on the _____ day of A.D., 20__, at _____o'clock, ___M., in the Plat Records of Hays County, Texas, in Plat Book No. _____, Pages _____.

TO CERTIFY WHICH, WITNESS my hand and seal of the Office of County Clerk, this _____ day of _____ A.D. 20__.

_____
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 on the _____ day of _____, 2011, the Commissioner's Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Book _____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2011.

_____ _____
ALBERT "BERT" COBB, M.D., COUNTY JUDGE LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS
CITY OF WIMBERLEY

Accepted and authorized for record by the City of Wimberley Planning and Zoning Commission of the City of Wimberley, Texas.

_____ _____
Tracey Dean, Planning & Zoning Chair Date
City of Wimberley, Texas

_____ _____
Planning & Zoning Secretary Date
City of Wimberley, Texas

PLAN 5627

..\13697\DWG\13697–Red Hawk Re–Plat Base.dwg

STATE OF TEXAS
CITY OF WIMBERLEY

The subdivision, known as LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES, has been approved for filing for record according to the minutes of the meeting of the Wimberley City Council on the _____ day of _____ 2011, A.D.

ATTEST:

_____ _____
Bob Flocke, Mayor Date
City of Wimberley, Texas

_____ _____
Cara McPartland, City Secretary Date
City of Wimberley, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a State approved community water system. Due to declining water supplies and diminishing water quality, prospective 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 renewable water resource.

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 begin until all Hays County development permit requirements have been met.

_____
Tom Pope, C.F.M., R.S. Date
Hays County Floodplain Administrator

_____
James "Clint" Garza Date
Hays County Development Services

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, Kelly Kilber, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Wimberley, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this _____ day of _____ A.D. 20__.

_____ _____
Kelly Kilber Date
R.P.L.S. # 2219, State of Texas

I, Kelly Kilber, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0243 F effective date September 2, 2005, and that each lot conforms to the Wimberley Subdivision Regulations..

TO CERTIFY WHICH, WITNESS by my hand and seal at Wimberley, Hays County, Texas this _____ day of _____ A.D. 20__.

_____ _____
Kelly Kilber Date
Registered Professional Engineer, No. 41187
State of Texas

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

That, the Estate of 100 Red Hawk, LLC., the Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Volume 3638, Page 780, of the Official Records of Hays County, Texas, same being Lot 2, Red Hawk Estates at Lone Man Creek and a 5.049 acres tract of unplatted land and a 0.295 acre easement conveyed by said deed, being a total of 7.69 acres of land out of the T. Francis Brewer Survey A–70 and the Jesse Williams Survey A–742, do hereby subdivide said property as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of the streets and easements shown hereon. This subdivision is to be known as LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES, ETJ CITY OF WIMBERLEY, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20__.

100 Red Hawk, LLC.

By: _____
Jim Smith, Executor
100 Red Hawk, LLC.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

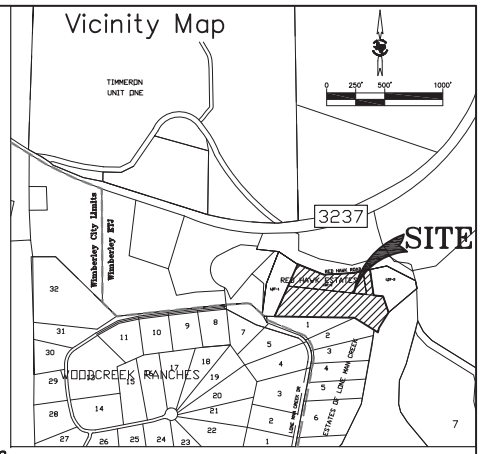
Before me, the undersigned authority, on this day personally appeared Jim Smith, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me he has executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 20__.

_____
NOTARY PUBLIC in and for Hays County, Texas

OWNER:
Terri LeMaster
220 Red Hawk Road
Wimberley, Texas 78676

SURVEYOR/ENGINEER:
Kelly Kilber, R.P.L.S.
PRO–TECH ENGINEERING GROUP, Inc.
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666



PLAT NOTES

1. No portion of this subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
2. No portion of this subdivision lies within the boundaries of the Barton Springs Segment of the Edwards Aquifer Contributing Zone.
3. A portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0243 F, dated September 2, 2005.
4. This subdivision contains 3 residential lots for a total 7.69 acres.
5. This subdivision lies within the following jurisdictions:
   City – City of Wimberley ETJ
   School District – Wimberley Independent School District
   Ground Water District – Hays Trinity Ground Water Conservation District
   ESD – Wimberley Fire, Hays County ESD #4
   Wimberley ESD #7
6. Water supply for this subdivision is to be provided by individual water wells for each lot.
7. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
8. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
9. Telephone service for this subdivision is provided by Verizon.
10. This subdivision lies within the Extra Territorial Jurisdiction of The City of Wimberley and is subject to its ordinances.
11. When required, lots shall have a minimum driveway culvert size of 18".
12. This subdivision has an average slope of less than 15%
13. There is an existing twenty–five (25) foot building setback line along the front property lines and a ten (10) foot building setback line along all interior lot lines.
14. There is an existing twenty (20) foot Public Utility Easement along Red Hawk Road which will remain and there is hereby dedicated a ten (10) foot wide Public Utility Easement adjacent to all other property lines and centered on all existing electric utility lines.
15. Wastewater treatment for this subdivision is to be private, advanced individual on–site sewerage facilities as approved by Hays County Development Services Department. 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 Department.
16. Improvements exist on Lot 2C, which are not shown by this survey.
17. No building, accessory building, fencing or landscaping which interfere with the flow of storm water shall be placed or erected within a natural drainage way or drainage easement.
18. This resubdivision is subject to all general notes and restrictions appearing on the plat of Red Hawk Estates at Lone Man Creek recorded in Volume 7, Page 308 of the Plat Records and Volume 1326, Pages 395 of the Deed Records, both of Hays County, Texas.
19. Driveways to be located to provide a minimum 125 foot separation between any existing driveways and driveways for Lots 2A, 2B and 2C [§154.059 Table A].
20. These lots are prohibited from further non–exempt subdivision or re–subdivision for a period of five (5) years following the filing of this Plat [§3.01 (C)].

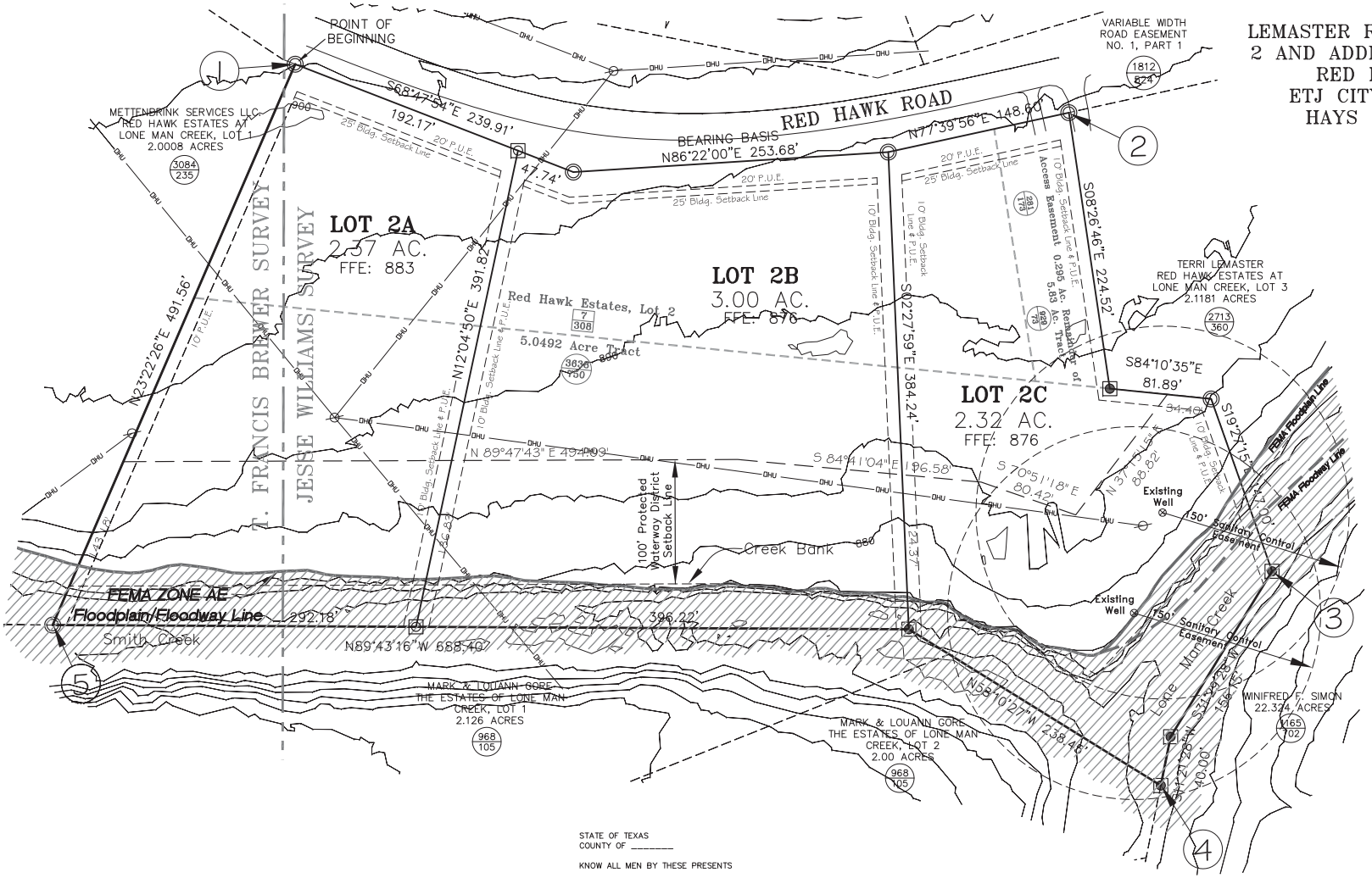
In approving this plat by the Commissioner's Court of Hays County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares delineated and shown on this plat and all bridges and culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or the developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioner's Court of Hays County, Texas, and the Commissioner's Court of Hays County, Texas, assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith.

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 of property.

PRO·TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353–3335

SHEET 1 of 2

LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES ETJ CITY OF WIMBERLEY HAYS COUNTY, TEXAS 3 LOTS



LEGEND

- IRON STAKE FOUND
- IRON STAKE W/ ALUMINUM CAP (PRO-TECH ENG 2219) FOUND
- IRON STAKE W/ ALUMINUM CAP (PRO-TECH ENG 2219) SET
- UTILITY POLE
- FFE — FINISHED FLOOR ELEVATION
- PATENT SURVEY LINE
- FENCE LINE
- OHU — OVERHEAD UTILITY LINE
- HAYS COUNTY DEED RECORDS
- HAYS COUNTY PLAT RECORDS

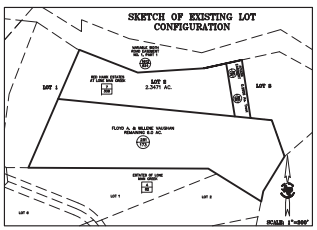
SCALE: 1"=60'

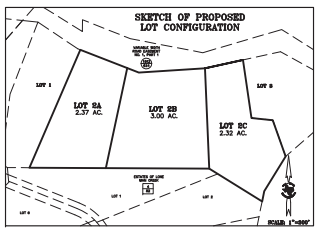
0 60 120

Prepared: August 31, 2011

GEOGRAPHIC COORDINATES:

1. N 13915254.9550 E 2269174.7275
2. N 13915216.0121 E 2269796.7412
3. N 13914847.0104 E 2269960.1457
4. N 13914674.6413 E 2269870.7009
5. N 13914803.7353 E 2268979.7101





STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

That, Jerry Bratton and Quay Bratton, Husband and Wife, Lien Holders of the certain tract of land shown hereon and described in a deed recorded in Volume 3638, Page 780, of the Official Records of Hays County, Texas, same being Lot 2, Red Hawk Estates at Lone Man Creek and a 5.049 acres tract of unplatted land and a 0.295 acre easement conveyed by said deed, being a total of 7.69 acres of land out of the T. Francis Brewer Survey A-70 and the Jesse Williams Survey A-742, do hereby subdivide said property as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of the streets and easements shown hereon. This subdivision is to be known as LEMASTER RESUBDIVISION OF LOT 2 AND ADDITIONAL ACREAGE AT RED HAWK ESTATES, ETJ CITY OF WIMBERLEY, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20___.

Jerry Bratton and Quay Bratton.

By: _____
Jerry Bratton
139 S. Moore Road
Coppell, TX 75019

By: _____
Quay Bartton
139 S. Moore Road
Coppell, TX 75019

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jerry Bratton and Quay Bratton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me he has executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 20___.

_____
NOTARY PUBLIC in and for _____ County, Texas

OWNER:
Terri LeMaster
220 Red Hawk Road
Wimberley, Texas 78676

SURVEYOR/ENGINEER:
Kelly Kilber, R.P.L.S.
PRO-TECH ENGINEERING GROUP, Inc.
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666

PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

PLAN 5627
..\13697\DWG\13697-Red Hawk Re-Plat Base.dwg

SHEET 2 OF 2

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

12-3-19 Replat of Lot 22A, Rolling Oaks Ranch (2 lots). Discussion and possible action to approve final plat; hold a public hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

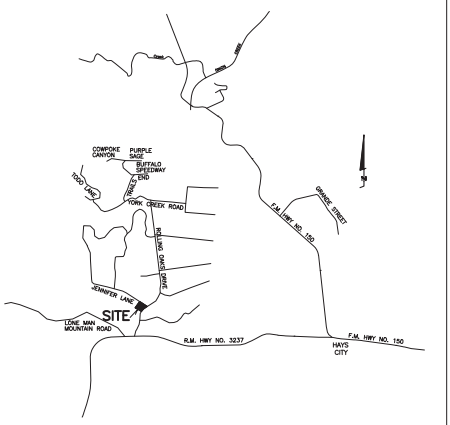
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

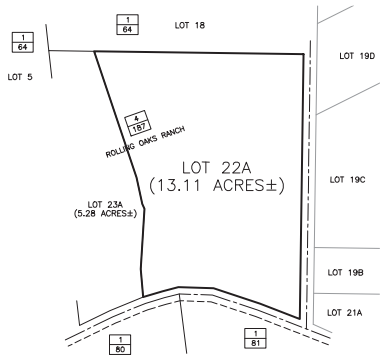
REQUESTED BY	SPONSOR	CO-SPONSOR
ROXIE MCINNIS	CONLEY	N/A

SUMMARY

The proposed resubdivision of Lot 22A Rolling Oaks Ranch will divide the existing 13.11 acre lot into two lots: Lot 22A-1 being 8.50 acres and Lot 22A-2 the remaining 4.61 acres. Lot 22A-1 is served by an existing private well and on-site sewage facility. Lot 22A-2 will also utilize a private well and OSSF at the time of development.



VICINITY MAP – NOT TO SCALE



EXISTING LOT
LOT 22A, ROLLING OAKS RANCH
REPLAT OF LOT 22 & LOT 23
VOLUME 4 PAGE 187

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"
- WIRE FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- CALCULATED POINT

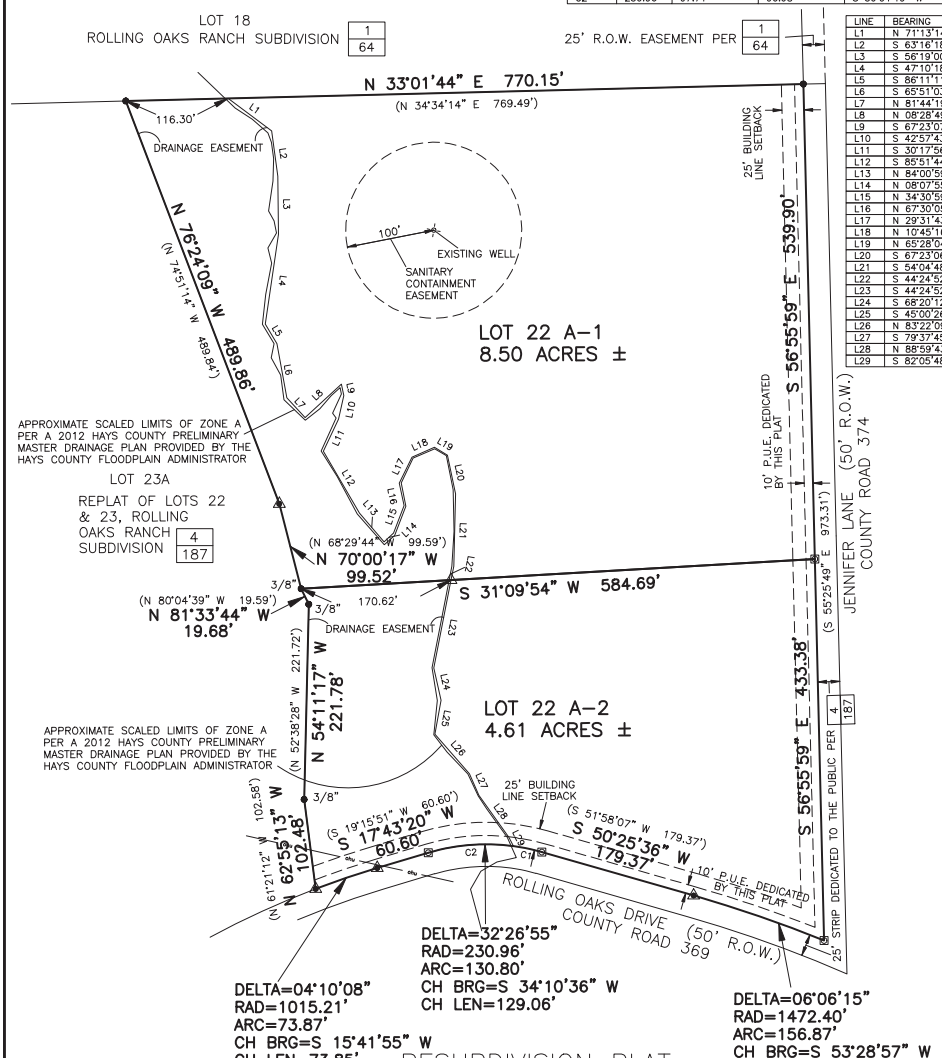
ORIGINAL SCALE
1" = 100'

SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0245F, DATED SEPTEMBER 2, 2005, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (NO BASE FLOOD ELEVATIONS DETERMINED).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE ARE SHOWN HEREON.
5. ACCORDING TO SCALING FROM MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY SCHOOL DISTRICT.
7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENT TO DEMONSTRATE WATER AVAILABILITY. FURTHER RE-SUBDIVISION IS PROHIBITED FOR A PERIOD OF 5 YEARS FOLLOWING THE FILING OF THIS PLAT.
9. ALL POINTS ALONG THE DRAINAGE EASEMENT ARE CALCULATED POINTS AND NOT PHYSICALLY SET MONUMENTS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	230.96'	33.09'	33.06'	N 46°17'47" E	08°12'33"
C2	230.96'	97.71'	96.98'	S 30°04'19" W	24°14'22"

LINE	BEARING	DISTANCE
L1	N 71°13'14" E	61.62'
L2	S 63°16'18" E	52.12'
L3	S 56°19'00" E	65.89'
L4	S 47°10'18" E	103.12'
L5	S 86°11'11" E	25.92'
L6	S 65°51'03" E	62.36'
L7	N 81°44'19" E	30.82'
L8	N 08°28'49" W	56.12'
L9	S 67°23'07" E	13.45'
L10	S 42°57'43" E	27.32'
L11	S 30°17'56" E	40.33'
L12	S 85°51'44" E	81.37'
L13	N 84°00'59" E	42.99'
L14	N 08°07'55" W	14.63'
L15	N 34°30'59" W	33.47'
L16	N 67°30'05" W	26.13'
L17	N 29°31'43" W	32.89'
L18	N 10°45'16" E	27.72'
L19	N 65°28'04" E	17.44'
L20	S 67°23'06" E	44.83'
L21	S 54°04'48" E	82.31'
L22	S 44°24'52" E	16.02'
L23	S 44°24'52" E	101.74'
L24	S 68°20'12" E	37.68'
L25	S 45°00'26" E	39.01'
L26	N 83°22'09" E	59.71'
L27	S 79°37'45" E	26.82'
L28	N 88°59'43" E	58.98'
L29	S 82°05'48" E	10.93'



RESUBDIVISION PLAT
ESTABLISHING LOTS 22 A-1 & 22 A-2, ROLLING OAKS RANCH SUBDIVISION, HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN VAN ZANDT, OWNER OF LOT 22A, ROLLING OAKS RANCH SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED OCTOBER 1, 2007, AND RECORDED IN VOLUME 3262, PAGE 872, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT LOT 22A TO BE KNOWN AS LOT 22A-1 & 22A-2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
JOHN VAN ZANDT, OWNER

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

_____ 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE

_____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN

BOOK_____, PAGE_____.

_____ _____
BERT COBB, M.D. LIZ Q. GONZALEZ
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE

_____ DAY OF _____, 20_____, AT

_____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF

_____, 20_____ AT _____ O'CLOCK _____.M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____,

PAGE _____.

_____
LIZ Q. GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C WILLIAMSON, R.P.L.S. NO. 4190

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 6.55 ACRES, 1 LOT, LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES, 1 LOT, 2.00 ACRES OR LARGER UP TO 5.00 ACRES

UTILITIES:
ELECTRIC–PEDERNALES
TELEPHONE–VERIZON
WATER–PRIVATE WELL
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

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 (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18".

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

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 BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
TOM POPE DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
CLINT GARZA, DATE
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

CLIENT: VAN ZANDT, J.
DATE: MAY 16, 2012
OFFICE: LALICH, BRYANT
CREW: SMITH, C., HADEN
FB/PG: 713/23
PLAT NO. 26602–12–c

BYRN & ASSOCIATES, INC.
ENGINEERS SURVEYORS
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945

REPLAT OF LOT 22A
ROLLING OAKS RANCH
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

12-3-25 Vacate and Replat of Lots 27 & 28, River Oaks of Wimberley Unit 1, Section 2 (1 lot). Discussion and possible action to consider variances from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities and Table 721.02 of the Hays County Development Regulations; approve preliminary plan; call for a public hearing on August 7, 2012.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
ROXIE MCINNIS	CONLEY	N/A

SUMMARY

The proposed vacate and replat will combine the existing lots into one 1.707 acre lot for a more favorable building site. While this is a combination of existing lots, it does not meet the Hays County minimum lot size of 2.00 acres and therefore requires a formal variance.
The property owner is also asking for a variance from Table 721.02 regarding building line setbacks. The Hays County rule for building line setbacks is 25'; however, after platting in the 1970's, this portion of Oak Knob was not completed. At this time Oak Knob only exists as dedicated right of way. The owner is requesting a 10' setback from the right of way.
The proposed Lot 27R will be served by a private well and advanced OSSF.

VACATE AND REPLAT OF LOTS 27 & 28,
RIVER OAKS OF WIMBERLEY, UNIT 1, SECTION 2
VOLUME 1, PAGES 191-193, PLAT RECORDS OF HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that we, Melvin Hank Autry and Pat Autry, the owners of Lots 27 and 28, River Oaks of Wimberley, Unit 1, Section 2, a Subdivision of Record in Volume 1, Pages 191-193, Hays County Plat Records as conveyed to us by deed dated February 11, 2009 and recorded in Volume 3595, Page 235, of the Hays County Official Public Records, DO HEREBY VACATE AND REPLAT said Lots 27 and 28, to be known as Lot 27R, in accordance with the plat shown hereon subject to any and all easements or restrictions heretofore granted.

WITNESS MY HAND, this _____ day of _____ A.D. 2012.

MELVIN HANK AUTRY
P.O. BOX 3004
WIMBERLEY, TEXAS 78676

PAT AUTRY
P.O. BOX 3004
WIMBERLEY, TEXAS 78676

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared, Melvi Hank Autry and Pat Autry, known to me as the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D. 2012.

NOTARY PUBLIC In and for Hays County, Texas

I, Liz Gonzalez, Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____ A.D. 2012, the Commissioner's Court of Hays County, Texas passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said Court in Book _____ Page(s) _____.

Witness my hand and seal of office of the County Clerk, this the _____ day of _____ A.D. 2012.

Albert "Bert" Cobb, M.D., County Judge, Hays County, Texas

Liz Gonzalez, County Clerk, Hays County, Texas

I, Liz Gonzalez, Clerk of Hays County, Texas, do hereby certify foregoing instrument of writing, with its certificate of authentication was filed for record in my office on the _____ day of _____ A.D. 2012 at _____ o'clock ____M., and duly recorded on the _____ day of _____ A.D. 2012 at ____ o'clock ____M. in the Plat records of said County and State, in Plat Book No. _____ Page(s) _____.

Witness my hand and seal of office of the County Clerk, this the _____ day of _____ A.D. 2012.

Liz Gonzalez, County Clerk, Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That I, Rudolf J. Pata, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby 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 the corner monuments were found or properly placed under my supervision.

Rudolf J. Pata, Jr.
R.P.L.S. #5388, State of Texas

Date

STATE OF TEXAS
REGISTERED
RUDOLF J. PATA, JR.
5388
PROFESSIONAL
LAND SURVEYOR

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 structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource. No construction or development within this subdivision may begin until all Hays County Development Permit requirements have been satisfied.

James "Clint" Garza, Director
Hays County Development Services

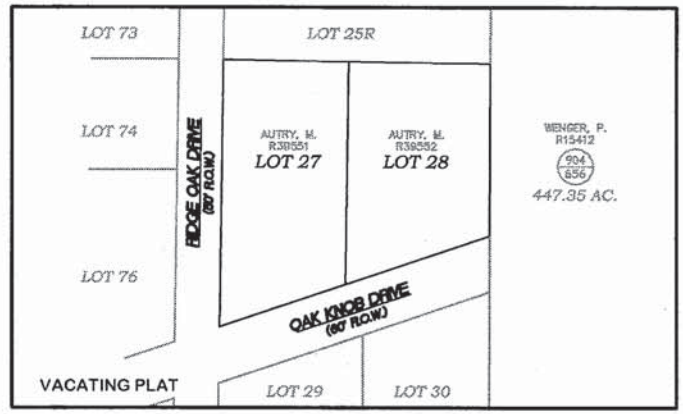
Date

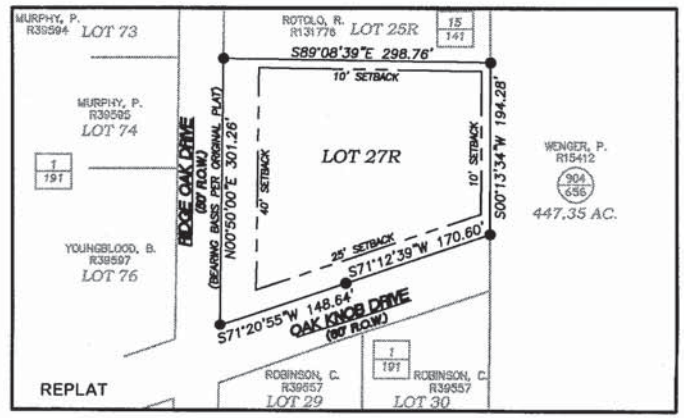
Tom Pope, R.S., C.F.M.
Hays County Floodplain Administrator

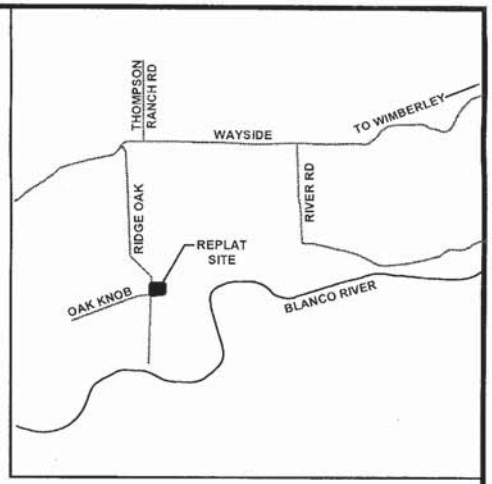
Date

LEGEND

- ● --1/2" IRON ROD FOUND
- ---------- EASEMENT
- —— - - —— SETBACK
- VOL. / PG. HAYS COUNTY PLAT RECORDS
- VOL. / PG. HAYS COUNTY OFFICIAL PUBLIC RECORDS
- R00000 HAYS COUNTY PROPERTY IDENTIFICATION NUMBER







VICINITY MAP
NTS

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

NOTES:

1. This replat lies within the boundaries of the Edwards Aquifer Contributing Zone.
2. No portion of this replat lies within the boundaries of the 100-year floodplain as delineated on Hays County Community Panel #48209C 0335 F, dated September 2, 2005.
3. This replat does not lie within the City Limits or ETJ of any city or town.
4. This replat lies within the Wimberley Independent School District.
5. Wastewater treatment for this replat is to be by private, individual onsite sewage facilities as approved by Hays County Environmental Health.
6. Water service for this replat is to be by private, individual water supply.
7. Electricity for this replat is provided by Pedernales Electric Cooperative, Inc.
8. Telephone service for this subdivision is provided by Verizon.
9. 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 (a) a Driveway Permit has been issued by the Road Department of Hays County and (b) the driveway satisfies the minimum spacing required for driveways set forth in Table 721.02 of the Hays County Development Regulations.
10. When required, lots shall have a minimum driveway culvert size of 18".
11. Approval of this preliminary plan does not constitute approval of any deviation from 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.
12. This subdivision is located within ESD #4 & #7.
13. The requirement concerning construction standards for mailboxes installed within the right-of-way of streets and highways and requiring all such mailboxes to be made of collapsible materials, as defined in the county ordinance.

PLAT INFORMATION:
Total Area: 1.707 Acres
Total Number of Lots: 1
Number of Residential Lots: 1
Number of Commercial Lots: 0

Average Size of Lots: 1.707 Acres
Greater than 10 Acres: 0
Larger than 5, less than 10 acres: 0
Between 2 and 5 acres: 0

PRELIMINARY

Driftwood Surveying
Professional Land Surveyors - Surveying the Hill Country
P.O. Box 379
Wimberley, TX 78676
TEL. (512) 847-7222 www.driftwoodsurveying.com
PROJECT No. HC00812

Page 1 of 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Call for a public hearing on August 7, 2012 to discuss final plat approval of the Vacate and Replat of Lots 18 & 19, Ruby Ranch Phase 7.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

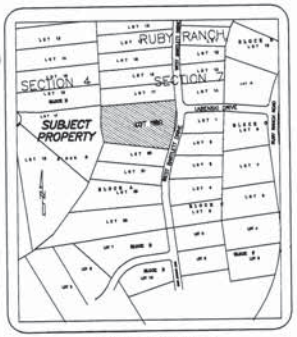
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
ROXIE MCINNIS	JONES	N/A

SUMMARY

The proposed vacate and replat will combine the existing lots into one 4.715 acre lot. The proposed Lot 18R is served by public water supply and existing on-site sewage facilities.



VICINITY MAP
NTS

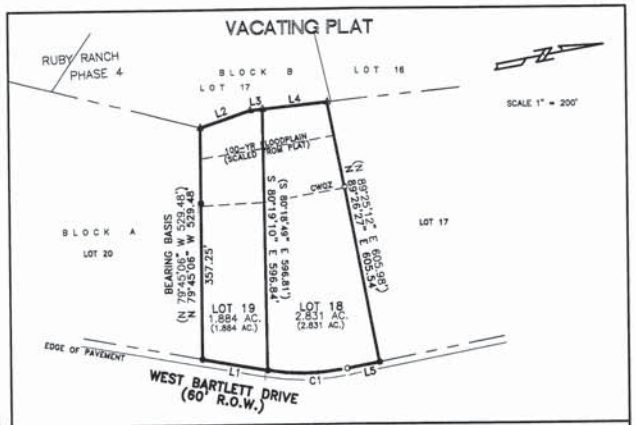
NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 09°53'51" E	480.84	182.16	181.08

NUMBER	DIRECTION	DISTANCE
L1	N 20°25'55" E	150.42'
L2	S 08°07'02" E	120.01'
L3	S 64°19'50" W	28.39'
L4	S 64°19'50" W	148.28'
L5	N 60°57'24" W	75.58'

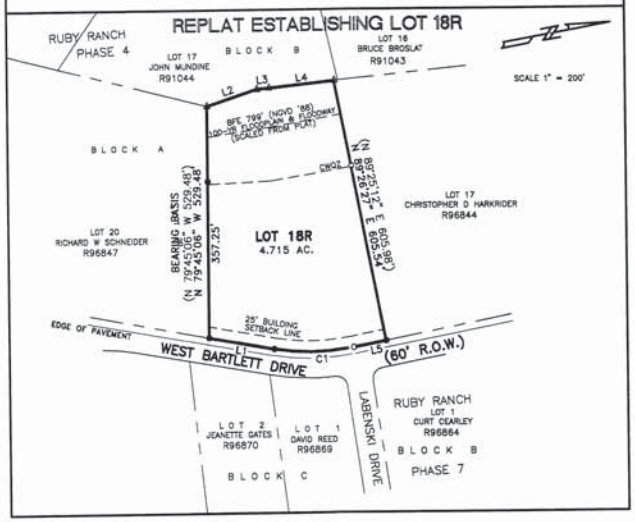
LEGEND

- ● IRON ROD FOUND
- O IRON ROD SET
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE ESMT.
- B.L. BUILDING LINE
- (BRG.–DIST.) RECORD CALL

VACATING PLAT



REPLAT ESTABLISHING LOT 18R



No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and drinking water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

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 begin until all Hays County development permit requirements have been met.

JAMES CLINT GARZA
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

TOM POPE R.S.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

PLAT NOTES:

1) This subdivision is subject to the Restrictive Covenants recorded in Document # 4248, Official Public Records of Hays County, Texas.

2) Each lot within this subdivision containes a 20' building setback along the rear and side property lines and a 40' building setback along the front property line, recorded in Volume 9, Page 131, Plat Records of Hays County, Texas, except as further restricted by restrictive covenants fro the subdivision.

3) Each lot within the subdivision is subject to a 10' P.U.E. located along both sides of both rear and side of lots, and a 20' P.U.E., Drainage, and R.O.W. easement along all right-of-way lines.

4) According to the National Food Insurance Program, Flood Insurance Rate Map fro Hays County, Texas and Incorporated areas, Map No. 48209C0265F, Dated September 2, 2005, a portion of this property is located in zone "AE", which is an area within the 100-year floodplain with base flood elevations determined. The remaining portion is located in zone "X", wich is an area outside the 100-year floodplain.

5) This subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.

6) When required, lots shall have a driveway culvert with a minimum diameter of 18 inches.

STATE OF TEXAS *
COUNTY OF HAYS *
KNOW ALL MEN BY THESE PRESENTS

That JOSEPH & PAULA MALONE, TRUSTEES OF THE JOSEPH & PAULA MALONE LIVING TRUST, owner of Lots 18 & 19, BLOCK A, RUBY RANCH PHASE 7, a subdivision in Hays County, Texas according to the map or plat thereof of record in Volume 9, Page 131, Plat Records of Hays County, Texas, and as conveyed by a Contract of Sale and Purchase by and between Robert & Jean Holbrook and Joseph & Paula Malone, recorded in Volume 3863, Page 849 and 852, of the Official Public Records of Hays County, Texas, do hereby Amend said Lot 18 & 19 into LOTS 18R, RUBY RANCH PHASE 7, and dedicate to the use of all public streets, alleys, parks, drains, watercourses, easements and public places shown on this plat.

JOSEPH MALONE, TRUSTEE
894 BARTLETT DRIVE
BUDA, TX 78610

Date

PAULA MALONE, TRUSTEE
894 BARTLETT DRIVE
BUDA, TX 78610

Date

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Malone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2012.

NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, the undersigned authority, on this day personally appeared Paula Malone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2012.

NOTARY PUBLIC

STATE OF TEXAS

EDWARD'S AQUIFER NOTE:

This subdivision lies within the Edward's Aquifer Recharge Zone. This subdivision does not lie within the boundaries of the Contributing Zone of the Barton springs Segment of the Edward's Aquifer.

PLAT INFORMATION:

Total Area: 4.715 Acres	Number of Lots over 10 Acres: 0
Total Number of Lots: 1	Number of Lots 5–10 Acres: 0
Number of Residential Lots: 1	Number of Lots 2–5 Acres: 1
Number of Commercial Lots: 0	Number of Lots 1–2 Acres: 0
Average Size of Lots: 4.715 Acres	Number of Lots Less than 1 Acres: 0

E.T.J. NOTE

This subdivision lies within the boundaries of The City of Dripping Springs's Extra Territorial Jurisdiction.

UTILITY INFORMATION

Water: Public Water Supply – Ruby Ranch Water Supply Co.
Sewer: Individual On-Site Sewage Facility
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Verizon

SCHOOL DISTRICT

This subdivision lies within the Hays Consolidated Independent School District

DRIVEWAY PERMIT NOTE

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on ant lot within this subdivision shall be permitted to access onto a publicly dedicated roadway unless (a) a driveway Permit has been issued by the Transportation 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."

STATE OF TEXAS *
COUNTY OF HAYS *

I, Liz Q. Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ ____day of _____, 2012, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court Book _____, Page, _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2012.

BERT COBB, M.D.
COUNTY JUDGE
HAYS COUNTY, TEXAS

LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

CITY COUNCIL APPROVAL

STATE OF TEXAS *
CITY OF DRIPPING SPRINGS *
COUNTY OF HAYS *

This plat has been submitted to and considered by the City Council of Dripping Springs, Texas and hereby approved.
Approved this the _____ day of _____, 2012, by the City Council.

JO ANN TOUCHSTONE, CITY SECRETARY

TODD PURCELL, MAYOR

STATE OF TEXAS *
COUNTY OF HAYS *

I, Richard H. Taylor, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey on the property under my supervision on the ground and that corner monuments were properly placed under my supervision.

Richard H. Taylor
Registered Professional Land Surveyor
State of Texas, No. 3986

Date

STATE OF TEXAS *
COUNTY OF HAYS *

I, Liz Q. Gonzalez, County Clerk of Hays County, Texas, certify that this plat was filed for record in my office on the _____ day of _____, 2012, at _____o'clock ___.M., and recorded on the ____day of _____, 2012 at _____o'clock ___.M., in the Plat Records of Hays County, Texas, in Volume _____, Pages, _____.

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

VACATE & REPLAT OF LOTS 18 & 19, BLOCK A, RUBY RANCH PHASE 7 AS RECORDED IN VOLUME 9, PAGE 131-137 HAYS COUNTY PLAT RECORDS HAYS COUNTY, TEXAS

0 100' 200' 400'
GRAPHIC SCALE: 1" = 200'

OWNER: JOSEPH & PAULA MALONE LIVING TRUST
894 BARTLETT DRIVE
BUDA, TX

NORTH

ASH & ASSOCIATES
SURVEYING – ENGINEERING – ARCHITECTURE
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
FAX (512) 392-1928
ashandassociates.net
Surveying: 100847-00
Engineering: F-13483
Architecture: TX20240

DRAWN: RMM SCALE: PLOT 1"=200'
REVIEWED: RHT DATE: 06/27/12
©ASH & ASSOCIATES, L.L.C.

PROJECT No. 12-4127

SHEET 1 OF 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

12-2-14 Shadow Creek Phase Six, Section Two (50 lots). Discussion and possible action to approve final plat and accept fiscal surety in the amount of $541,945.69.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	June 26, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
ROXIE MCINNIS	JONES	N/A

SUMMARY

The preliminary plan for the Shadow Creek Subdivision was originally approved on June 15, 2004 as a 1440 lot subdivision located off of Windy Hill Road in Precinct 2. Since that time, sixteen sections have been platted totaling 881 lots. This section includes 49 single-family residential lots and 1 greenspace/drainage lot. All lots will be served by public water and sewer provided by Goforth Special Utility District and North Hays County Municipal Utility District Number 1.

STATE OF TEXAS :
COUNTY OF HAYS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, HAYS SHADOW CREEK DEVELOPMENT, INC., A TEXAS CORPORATION, OWNER OF 182.00 ACRES OUT OF THE JESSE B. EAVES SURVEY NO. 6, ABSTRACT NO. 189 IN HAYS COUNTY, TEXAS, AS CONVEYED BY WARRANTY DEEDS RECORDED IN VOLUME 2453, PAGE 759 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 10.19 ACRES OF SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

"SHADOW CREEK PHASE SIX SECTION TWO"

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2012 A.D.

HAYS SHADOW CREEK DEVELOPMENT, INC.
3800 N. CAPITAL OF TEXAS HWY, BLDG B, SUITE 320
AUSTIN, TEXAS 78746

BY: _____
LISA STEPHENS, VICE PRESIDENT

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LISA STEPHENS, VICE PRESIDENT, 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 EXPRESSED.

GIVEN UNDER MY HAND, THIS THE _____ DAY OF _____, 2012 A.D.

_____
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE NORTH HAYS COUNTY M.U.D. NO. 1.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY ROAD DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
7. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
8. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 1,050 L.F.
9. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
10. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 1.63 ACRES.
11. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
12. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
13. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET.
15. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
16. GAS IS PROVIDED BY CENTERPOINT ENERGY.
17. TELEPHONE/CABLE PROVIDED BY GRANDE COMMUNICATION.
18. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
19. THE WASTEWATER TREATMENT PLANT IS OWNED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
20. WASTEWATER SERVICES IS PROVIDED BY NORTH HAYS COUNTY MUD #1 (SEE NOTE ABOVE).
21. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE.

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 (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY SUBDIVISION 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 OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE 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 THE 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 :

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____ _____
PAUL C. SAUVE, JR., RPLS 2518 DATE
AUSTIN SPATIAL TECHNOLOGIES, LLC
1209 CHERISSE DRIVE
AUSTIN, TEXAS 78739

STATE OF TEXAS :
COUNTY OF HAYS :

I, STEPHEN R. DELGADO, P.E., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBEL/DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.

_____ _____
STEPHEN R. DELGADO, P.E. 98342 DATE
TEXAS ENGINEERING SOLUTIONS, LLC
5000 BEE CAVES RD., SUITE 206
AUSTIN, TEXAS 78746

SHADOW CREEK PHASE SIX, SECTION TWO IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

_____ _____
MARIO TOBIAS, GENERAL MANAGER DATE
GOFORTH SPECIAL UTILITY DISTRICT

_____ _____
MICHAEL CHASE, PRESIDENT DATE
NORTH HAYS COUNTY M.U.D. NO. 1

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE - APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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 BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
JAMES GARZA, DIRECTOR DATE
HAYS COUNTY ENVIRONMENTAL HEALTH

_____ DATE_____
TOM POPE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS :
COUNTY OF HAYS :

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2012 A.D., 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 _____, 2012 A.D.

_____ _____
BERT COBB, MD LIZ Q. GONZALEZ
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2012 A.D. 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 _____, 2012 A.D.

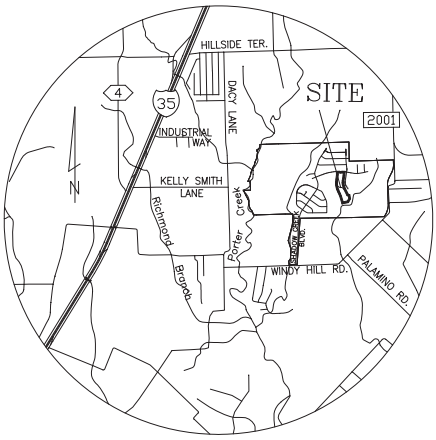
_____
LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

1. THIS TRACT LIES WITHIN ZONE 'A', AS DETERMINED BY FEMA MAP NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005.
2. BEARINGS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
3. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.
4. 1/2" IRON RODS WITH CAPS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

BENCHMARKS

BM # SC-BM-3
"T" CUT ON BACK OF CURB, SOUTH SIDE OF SPANISH TRAILS BLVD., 36' EAST OF NORTHEAST CORNER OF LOT 159, BLOCK I.

LATITUDE 30°02'32.50" NORTH
LONGITUDE 97°48'36.99" WEST
ELEVATION 698.22'



SITE LOCATION MAP

PROJECT:	SHADOW CREEK PHASE SIX SECTION TWO FINAL
JOB NUMBER:	
DATE:	APRIL 2012
SCALE:	1" = 100'
SURVEYOR:	PAUL C. SAUVE, JR. RPLS NO. 2518
TECHNICIAN:	PCS
DRAWING:	
DESCRIPTION:	N/A
PARTYCHIEF:	WARGO
FIELDBOOKS:	Shadow Creek

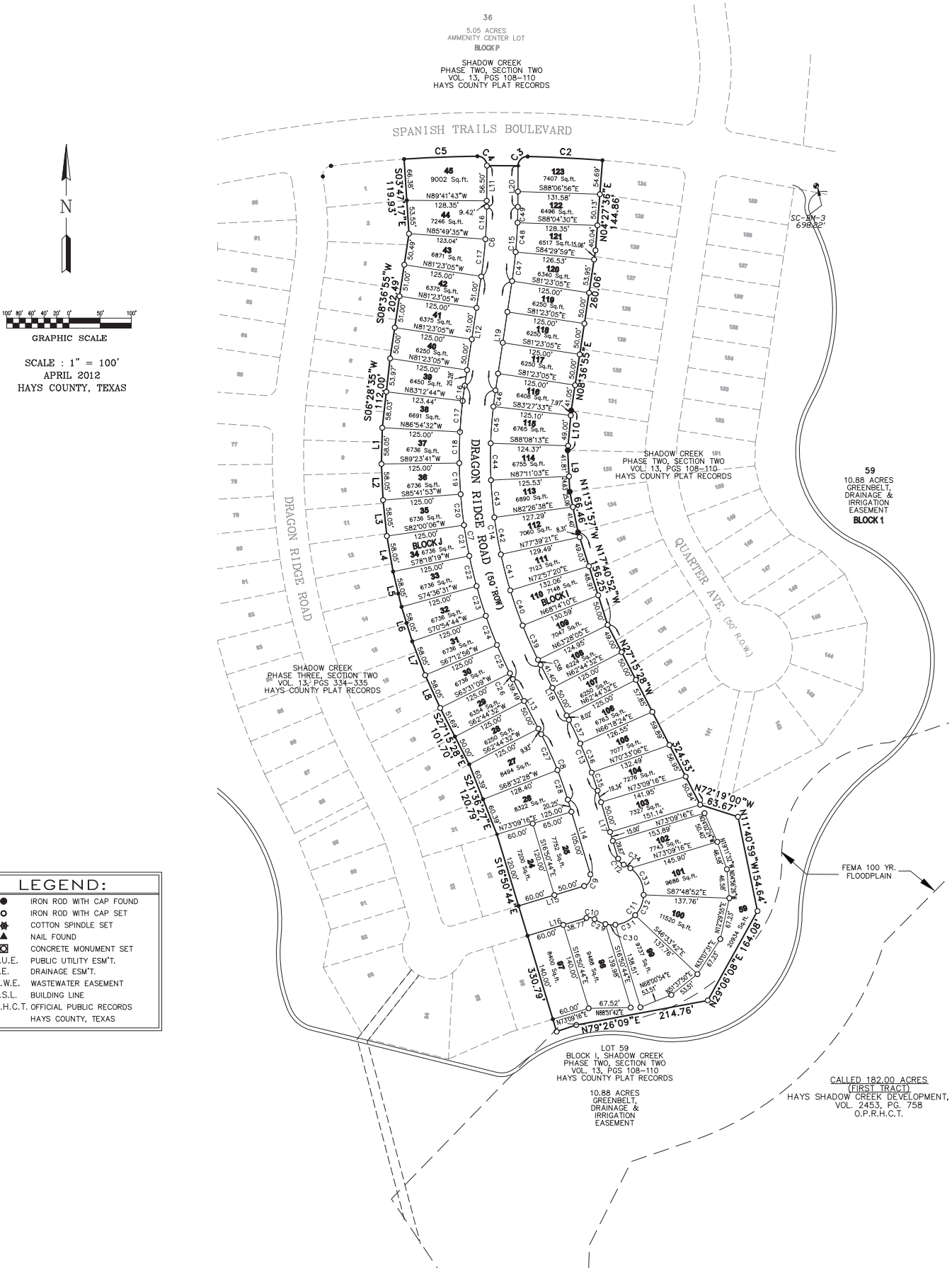
TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD
SUITE 206
AUSTIN, TEXAS 78746
O: 512-904-0505
F: 512-904-0509
TBPE NO. 11206

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOSPATIAL SPECIALISTS
www.austinspatial.com Ph: 512-394-0284

SHADOW CREEK PHASE SIX SECTION TWO

SHEET 1 OF 3

AST PLAT NO. SC P6-2 FINAL PLAT.DWG



PROJECT:	SHADOW CREEK PHASE SIX SECTION TWO FINAL
JOB NUMBER:	
DATE:	APRIL 2012
SCALE:	1" = 100'
SURVEYOR:	PAUL C. SAUVE, JR. RPLS NO. 2518
TECHNICIAN:	PCS
DRAWING:	
DESCRIPTION:	N/A
PARTYCHIEF:	WARGO
FIELDBOOKS:	Shadow Creek

TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD
SUITE 206
AUSTIN, TEXAS 78746
O: 512-904-0505
F: 512-904-0509
TBPE NO. 11206

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATICS SPECIALISTS
www.austinspatial.com
PH: 512-394-0264

SHADOW CREEK PHASE SIX SECTION TWO

SHEET 2 OF 3

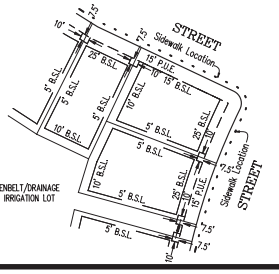
AST PLAT NO. SC P6-2 FINAL PLAT.DWG

BOUNDARY LINE DATA TABLE

NUM	BEARING	DISTANCE
L1	S01°14'35"W	58.05'
L2	S02°27'13"E	58.05'
L3	S06°09'00"E	58.05'
L4	S09°50'48"E	58.05'
L5	S13°32'35"E	58.05'
L6	S17°14'22"E	58.05'
L7	S20°56'10"E	58.05'
L8	S24°33'03"E	58.06'
L9	N02°53'36"W	66.45'
L10	N05°03'19"E	64.21'

TYPICAL LOT EASEMENTS

1. 25' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.
2. 15' SIDE RIGHT-OF WAY BUILDING SETBACK LINE.
3. 10' REAR BUILDING SETBACK LINE.
4. 5' SIDE BUILDING SETBACK LINE.
5. 15' PUBLIC UTILITY EASEMENT ALONG ALL RIGHT-OF-WAYS.
6. SIDEWALK LOCATION IN RIGHT-OF-WAY.
7. 5' x 7.5' P.U.E. ADJOINING 15' P.U.E. AT ALL FRONT LOT LINES, INCLUDING GREENBELT, DRAINAGE AND IRRIGATION LOTS, AS SHOWN.



BOUNDARY CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C2	3°06'48"	120.36'	2215.00'	N87°05'48"W	120.35'
C3	91°02'29"	23.83'	15.00'	S45°49'32"W	21.41'
C4	91°02'30"	23.83'	15.00'	N45°12'58"W	21.41'
C5	3°03'03"	117.95'	2215.00'	S87°44'15"W	117.93'

ROW LINE DATA TABLE

NUM	BEARING	DISTANCE
L11	N00°18'17"E	65.92'
L12	N08°36'55"E	177.28'
L13	N27°15'28"W	99.42'
L14	N16°50'44"W	125.25'
L15	N73°09'16"E	110.00'
L16	S73°09'16"W	98.77'
L17	S16°50'44"E	114.01'
L18	S27°15'28"E	99.42'
L19	S08°36'55"W	177.28'
L20	S00°18'17"W	65.92'

ROW CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C6	8°18'38"	112.41'	775.00'	N04°27'36"E	112.31'
C7	35°52'23"	485.23'	775.00'	S09°19'17"E	477.34'
C8	10°24'44"	113.58'	625.00'	N22°03'06"W	113.42'
C9	90°00'00"	23.56'	15.00'	N28°09'16"E	21.21'
C10	52°01'12"	13.62'	15.00'	N80°50'08"W	13.16'
C11	194°02'25"	169.33'	50.00'	N28°09'16"E	99.25'
C12	52°01'12"	13.62'	15.00'	S42°51'20"E	13.16'
C13	10°24'44"	122.67'	675.00'	N22°03'06"W	122.50'
C14	35°52'23"	453.92'	725.00'	S09°19'17"E	446.55'
C15	8°18'38"	119.66'	825.00'	N04°27'36"E	119.56'

TOTAL NO. SINGLE FAMILY LOTS: 49
TOTAL NO. GREENBELT, & DRAINAGE EASEMENT LOTS: 1
TOTAL NO. BLOCKS: 2

LOT AREA	372,772 SQ. FT.	8.56 AC.
STREET ROW AREA	71,020 SQ. FT.	1.63 AC.
TOTAL AREA	443,792 SQ. FT.	10.19 AC.

CENTERLINE STREET LINEAR FOOTAGE

STREET NAME	ROW WIDTH	LENGTH	TYPE
DRAGON RIDGE ROAD	60'	1,050'	LOCAL
TOTAL LINEAR FEET OF STREET ROW		1,050	

LOT CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C16	1°49'39"	24.72'	775.00'	S07°42'05"W	24.72'
C17	3°41'47"	50.00'	775.00'	S04°56'22"W	49.99'
C18	3°41'47"	50.00'	775.00'	S01°14'35"W	49.99'
C19	3°41'47"	50.00'	775.00'	S02°27'13"E	49.99'
C20	3°41'47"	50.00'	775.00'	S06°09'00"E	49.99'
C21	3°41'47"	50.00'	775.00'	S09°50'48"E	49.99'
C22	3°41'47"	50.00'	775.00'	S13°32'35"E	49.99'
C23	3°41'47"	50.00'	775.00'	S17°14'22"E	49.99'
C24	3°41'47"	50.00'	775.00'	S20°56'10"E	49.99'
C25	3°41'47"	50.00'	775.00'	S24°37'57"E	49.99'
C26	0°46'37"	10.51'	775.00'	S26°52'09"E	10.51'
C27	5°47'56"	63.26'	625.00'	N24°21'30"W	63.23'
C28	4°36'48"	50.32'	625.00'	N19°09'08"W	50.31'
C29	22°01'12"	19.22'	50.00'	S65°50'08"E	19.10'
C30	18°27'47"	16.11'	50.00'	S86°04'38"E	16.04'
C31	41°15'11"	36.00'	50.00'	N64°03'54"E	35.23'
C32	41°15'11"	36.00'	50.00'	N22°48'43"E	35.23'
C33	57°12'13"	49.92'	50.00'	N26°24'59"W	47.87'
C34	13°50'51"	12.08'	50.00'	N61°56'31"W	12.05'
C35	2°36'10"	30.66'	675.00'	N18°08'49"W	30.66'
C36	4°14'42"	50.01'	675.00'	N21°34'15"W	50.00'
C37	3°33'52"	41.99'	675.00'	N25°28'32"W	41.99'
C38	0°43'33"	9.18'	725.00'	S26°53'41"E	9.18'
C39	4°46'05"	60.33'	725.00'	S24°08'53"E	60.32'
C40	4°43'10"	59.72'	725.00'	S19°24'15"E	59.70'
C41	4°43'05"	59.70'	725.00'	S14°41'08"E	59.68'
C42	4°46'13"	60.36'	725.00'	S09°56'29"E	60.34'
C43	4°44'25"	59.98'	725.00'	S05°11'09"E	59.96'
C44	4°40'44"	59.20'	725.00'	S00°28'35"E	59.19'
C45	4°40'40"	59.19'	725.00'	S04°12'07"W	59.18'
C46	2°04'28"	26.25'	725.00'	S07°34'41"W	26.25'
C47	3°16'17"	47.10'	825.00'	N06°58'47"E	47.10'
C48	3°16'17"	47.10'	825.00'	N03°42'30"E	47.10'
C49	1°46'05"	25.46'	825.00'	N01°11'19"E	25.46'

PROJECT:	SHADOW CREEK PHASE SIX SECTION TWO FINAL
JOB NUMBER:	
DATE:	APRIL 2012
SCALE:	1" = 100'
SURVEYOR:	PAUL C. SAUVE, JR. RPLS NO. 2518
TECHNICIAN:	PCS
DRAWING:	
DESCRIPTION:	N/A
PARTYCHIEF:	WARGO
FIELDBOOKS:	Shadow Creek

TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD SUITE 206 AUSTIN, TEXAS 78746 O: 512-904-0505 F: 512-904-0509 TBPE NO. 11206
AUSTIN SPATIAL TECHNOLOGIES, LLC LAND SURVEYORS - GEOMATICS SPECIALISTS www.austinspatial.com PH: 512-394-0284

SHADOW CREEK PHASE SIX SECTION TWO

SHEET 3 OF 3

AST PLAT NO. SC P6-2 FINAL PLAT.DWG

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion with possible action to add one day of mobile voting at Buda City Hall for the July 31, 2012, Democratic & Republican Runoff Elections.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 10, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Cowan	JONES	N/A

SUMMARY

Add one day of mobile voting at Buda City Hall on July 27, 7am to 7pm for the July 31, 2012, Democratic & Republican Early Voting Schedule.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to convert Administrative Assistant I, slot 0273-032 to an Administrative Assistant III, placing it at a grade 110.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	None - due to salary savings

LINE ITEM NUMBER

001-618-00.5021

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	WHISENANT	N/A

SUMMARY

This position will perform complex, sensitive administrative/secretarial work and provide administrative support to the Sheriff, Chief, Office of Professional Responsibility and Three Bureau Captains. The current job description has been revised and the level of work is not appropriate for the current grade. Funds have been identified in the Sheriff's Office salary savings. The total is listed below.

2.5 month salary: $2,122
Fringe: $ 394
Total: $2,516 (from salary savings)

Fiscal impact to add to the FY13 budget year will be;
Salary: $10,183
Fringe: $ 1,921
Total: $12,104

HAYS COUNTY JOB DESCRIPTION

Job Code: 0271
Grade: 110
FLSA: Non-Exempt
Safety Sensitive

Prepared by: Sheriff's Department & Human Resources
Date Prepared: November 2000
Updated May 2005, April 2009

Administrative Assistant III
Sheriff's Office

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under general direction, the Administrative Assistant III performs complex clerical, secretarial, and administrative support services and research assistance to the Sheriff's Office. This position provides support to the Sheriff, Chief Deputy, Three Bureau Captains, the Office of Professional Responsibility and is the highest level of administrative support in the department. This position affects the operation of the department, which may include the well being of the immediate staff of the Sheriff's Office and requires the timely provision of services to others.

Responsibilities

- Plans, prioritizes, and assigns daily work tasks for the Sheriff and Executive Staff
- Performs a variety of constituent relations.
- Arranges for appointments and maintains calendars.
- Maintains the official calendar for the Sheriff and Executive Staff.
- Determines priorities.
- Determines the length of appointments and meetings.
- Prepares materials for meeting agenda.
- Performs research and prepares materials for the Sheriff's use.
- Prepares travel itineraries and makes travel and lodging reservations for the Sheriff.
- Acts as liason between the Sheriff and department heads as well as local government entities.
- Researches a variety of information utilizing multliple resources.
- Investigates information to provide support to Sheriff, Chief Deputy and Executive Managers for various issues and projects.
- Takes dictation, transcribes, and types correspondence at an executive level
- Composes, types, edits, and prepares various final correspondence
- Prepares documents including letters, requisitions, memoranda, reports, forms, narratives, and bulletins using word processor or personal computer.
- Copies and collates materials for distribution and records storage.
- Establishes and maintains various computerized and paper files.
- Retrieves, records, and refiles paper or computer documents.
- Prepares copies of documents such as faxes, reports, letters, and memoranda.
- Develops and modifies procedures.
- Formats materials for new or revised word processing applications.
- Maintain a high level of confidentiality.
- Greets and directs visitors.
- Answers, screens, and directs telephone calls.
- Responds to questions and makes referrals to other sources of information.
- Provides general assistance to callers and visitors.
- Listens to complaints or concerns of callers and visitors.
- Records and distributes materials, documents, and payments received from visitors to appropriate department personnel.

- Assists with the coordination of the Sheriff's Golf Tournament and Scholarship program.
- Assists with the coordination and arrangement of promotion and awards ceremonies.
- Assures the services delivered meet quality and timeliness standards.
- Communicates all changes and problems to supervisor.
- Other duties may be assigned

Knowledge Required

- Proficient knowledge of Sheriff's Office regulations, policies, and procedures.
- Proficient knowledge of word processing and personal computer applications and software.
- Exceptional knowledge of grammar, punctuation, and spelling.
- Exceptional knowledge of modern office procedures and practices.
- Exceptional knowledge of customer relations.
- Exceptional knowledge of telephone etiquette.
- General knowledge of basic record keeping procedures.
- General knowledge of Hays County regulations, policies, and procedures.
- General knowledge of department codes.
- General knowledge of department forms, rules, procedures, and guidelines.

Required Skill

- Proficient skill in planning, assigning, and coordinating activities.
- Proficient skill in operating standard office equipment such as personal computers, calculators, and telephones.
- Exceptional skill in extracting and organizing detailed information.
- Exceptional skill in providing information and assistance to office staff, visitors, and callers.
- Exceptional skill in customer service.
- Exceptional skill in telephone etiquette and customer relations.
- Exceptional skill in performing basic mathematical calculations.
- Exceptional skill in establishing and maintaining effective working relationships with county staff and the general public.
- Exceptional skill in documenting, reading, understanding and maintaining records.
- General skill in designing and implementing new forms and office procedures.
- General skill in operating standard office equipment.
- General organizational skills.
- General skill in expressing oneself clearly and concisely, both orally and in writing.
- General typing skill of 50 wpm or greater.

Education and/or Experience

Any equivalent combination of experience or training may be substituted on a year for year basis.

- Requires High School Diploma or GED.
- Requires one to three years' full time experience in office management, secretarial, or highly responsible office or clerical work or related work.
- Prefer a trade certification from a trade school in office management, secretarial program, or equivalent.

Other Qualifications, Certificates, Licenses, Registrations

- Class C driver's license.
- Bilingual may be preferred (Spanish and English).
- Notary Public may be required.
- Ability to maintain continuing education requirements for the State of Texas.

Supervision

- The Sheriff's Office Administrative Assistant III is required to satisfactorily perform the above duties and will be evaluated for accuracy and completeness along with adherence to instructions.
- The Sheriff's Office Administrative Assistant III is responsible for carrying out assignments independently.
- The Sheriff assists this position with deviations, problems, and unfamiliar situations.

Guidelines
The Sheriff's Office Administrative Assistant III must work in strict adherence to instructions using judgment in selecting the most appropriate guidelines, references, and procedures for application and in making deviations to adapt the guidelines to specific cases. The employee must also determine which of several established alternatives to use. This position must identify and analyze situations and have a strong work ethic. The Sheriff's Office Administrative Assistant III must meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Must be able to report to work on time and be ready to work the scheduled hours.

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. This position must be able to obtain, clarify or give facts to county employees and members of the outside public. The Sheriff's Office Administrative Assistant III meets with contacts in a structured setting at the Hays County jail facility. 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 of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Stand, walk, crawl, kneel, stoop, climb, or balance.
- Frequently sit.
- Lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

Work Environment
While performing the duties of this job, the employee works in an office setting. 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.

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:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to hire temporary help in the Human Resources office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	

LINE ITEM NUMBER

001-677-00.5448 ($3000)
001-677-00-5334 ($ 553)

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
BAEN	COBB	N/A

SUMMARY

The HR office has operated with a reduced staff since March 2012 due to an employee out on leave. As we approach our 4th month of operating with 20% reduction in force, we no longer can continue to keep the balls in the air without projects dropping.
This position would take on a variety of tasks, working approximately 30 hours per week through September 28, 2012. At a rate of $10 per hour, this temporary fill would cost $3300 in labor and $252.45 in fringe for a total of $3552.42.

AMENDMENT
NO. FY2012-032 CC
FY2012 Budget
07/17/2012

FUND NO. 001
FUND TITLE: GENERAL FUND

Line Item Expenditures		Appropriation before Amendment	Amendment Increases	Amendment Decreases	Appropriation as Amended
Justice of Peace, Pct 3 (628):					
001-628-00.5306	Jury	869	500		1,369
0001-628-00.5551	Continuing Ed	1,300		(500)	800

Transfer for needed Jury expense

Sheriff (618):					
001-618-00.5206	Law Enf Supplies	77,700		(1,300)	76,400
Information Technology (680):					
001-680-00.5429	Software Maint	577,665	1,300		578,965

Transfer from Sheriff to Info Tech for software testing for Vehicle maint.

Human Resources (677):					
001-677-00.5021	Staff	220,669	3,300		223,969
001-677-00.5101_100	Fica	18,135	205		18,340
001-677-00.5101_200	Medicare	4,242	48		4,290
001-677-00.5334	Employee Recognition	6,209		(553)	5,655
001-677-00.5448	Contract Svcs	3,450		(3,000)	450
			3,553	(3,553)	

Transfer for temporary part-time position for balance of FY12

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECTS FUND

Sheriff Special Projects (618):					
052-618-00.5222	Crime Prevention	9,843	100		9,943
Revenue			**Decreases**	**Increases**	
052-618-00.4610	Contributions	3,843		100	3,943

Accept & budget donation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to enter into a Memorandum of Understanding with the Texas Department of Aging and Disability Services for Hays County to host an Autism Recognition, Response and Risk Management training for first responders and community members.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	INGALSBE	N/A

SUMMARY

The Texas Department of Aging and Disability Services (DADS) has contacted Hays County to host a training session in recognition, response and risk management of those diagnosed with Autism for first responders and other community members. This training is being offered free of charge to sponsoring organizations throughout the State, with a nationally recognized professional trainer provided by DADS. Hays County will provide the training facility (Government Center Conference Rooms), actively promote and advertise the training, and conduct registration for attendees. The Hays County District Attorney's Office, Fire Marshal's Office, and Sheriff's Office have agreed to serve as co-sponsors of the event. Continuing education credits may be available for attendees. The training has been tentatively scheduled on August 22, 2012.

This training will be of benefit to those who would normally respond to public safety incidents, emergency situations and disaster management, including fire fighters, law enforcement officers, emergency medical services staff, and others, where they may encounter and have to manage those diagnosed with Autism. Being trained to recognize and work with those with special needs can serve to minimize risks involved to both the responder and the individual.

Memorandum of Understanding Regarding Specialized Autism Training

This memorandum of understanding (MOU) is between the Department of Aging and Disability Services, (DADS), and Hays County (Host Organization), (DADS and Host Organization, collectively, the "parties," each a "party").

The parties enter into this MOU to set forth their agreements concerning specialized autism training for first responders and community members to be delivered by DADS contractor, Dennis Debbaudt (the "Trainer"), on August 22, 2012, in San Marcos, Texas.

I. The parties agree they will:

1. Collaborate to provide training on autism recognition and response to first responders and community members.

2. Market the training to the best of each party's ability to ensure awareness of the training event and maximum attendance.

3. Communicate with one another activities and status related to the training.

II. Host Organization agrees to:

1. Provide the training *free of charge* to first responders and community members. Donations to offset the cost of any refreshments provided by the Host Organization during the training may be suggested, but no other donations or fees may be solicited or collected in relation to the training event. If, however, the training is provided as part of a larger conference or similar event, fees for the conference may be charged by the Host Organization.

2. Finalize logistics of the training with the Trainer and provide him other information as needed, such as driving directions, names of nearby hotels, etc.

3. Provide, at the Host Organization's expense, a training facility large enough to hold at least 50 people comfortably.

4. Accommodate, if possible, the Trainer's requests for equipment (e.g., microphone, screen, etc.) that will ensure a quality presentation.

5. Work with the Trainer to establish education credits for professionals who attend the training.

6. Actively promote and advertise the training (e.g., email notices, letters to community organizations, posts on the Host Organization's website, community calendars, etc.).

7. Give sponsorship credit to DADS and the Texas Autism Research & Resource Center (TARRC), a program of DADS, in all marketing materials for the training (e.g., emails, flyers and website notices). As the training's "host," the Host Organization may list its name and logo on marketing materials too.

8. Communicate the status of registration numbers to the Trainer and TARRC Coordinator on a regular basis. Any concerns regarding projected low attendance should be communicated as well.

9. Consult with the Trainer and TARRC Coordinator at least seven calendar days prior to the scheduled training should the Host Organization recommend cancelling the training due to low registration or other reasons. *Cancellation of the training, when proposed by the Host Organization, will be a consensus decision of the Host Organization, Trainer and DADS.* If the Host Organization cancels the training prior to consultation with the TARRC Coordinator and Trainer, or fails to notify the Trainer or TARRC Coordinator of the training's cancellation at least seven calendar days prior to the scheduled training, the Host Organization may be held financially responsible by DADS for the Trainer's professional fee and travel costs. Should DADS cancel the training for an unavoidable reason, such as the Trainer's illness or due to budget reduction, DADS will notify the Host Organization as soon as possible prior to the scheduled training.

10. Allow the Trainer to distribute general information about TARRC (e.g., brochures) at the training event, to help build awareness of the TARRC program.

11. Provide a sign-in sheet (or registration roster) that captures the total number of training class attendees and each attendee's name, organization, email address and occupation type (e.g., firefighter, police officer, emergency medical technician, etc.). This information is to be submitted by the Host Organization to the TARRC Coordinator within 14 calendar days of the training's completion date.

III. DADS will :

1. Pay the Trainer's professional fee (directly to the Trainer) and reimburse his related travel expenses pursuant to the terms of DADS contract with the Trainer.

2. Assist the Host Organization with finding a suitable training facility if the Host Organization cannot locate a facility.

3. Provide marketing materials and templates (e.g., flyers) that can be used as is, or modified, by the Host Organization to promote the training.

4. Help promote the training event by notifying local newspapers and professional and autism organizations within the community.

5. List the Host Organization's name in DADS and TARRC communications related to the training and provide acknowledgement, whenever possible, of the Host Organization's important service to its community.

This MOU is effective on July 17, 2012 or the date signed by DADS, whichever is later, and shall terminate on August 31, 2012. This MOU may, however, be extended for a period of two years, in one-year increments, if agreed upon in writing by both parties and if a new MOU is not signed by both parties prior to the termination of this MOU. This MOU may be amended by written agreement between the parties and may be terminated by either party with 60 days written notice to the other party.

The parties may sign this MOU in counterparts, each of which will be deemed an original but all of which together will constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to the MOU.

The remainder of this page is left blank intentionally.

The parties represent that each party has caused this MOU to be signed and delivered by its respective authorized representative.

_____ _____

Jon Weizenbaum Date

Deputy Commissioner

_____ _____

Bert Cobb, M.D. Date

Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and Possible Action to Authorize Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 10700 FM 150 West, Driftwood, TX

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza, Development Services Director	WHISENANT	N/A

SUMMARY

Richard Anthony Steinbrink is proposing an OSSF to serve an office/warehouse 10700 FM 150 West Precinct 4.
This property is 15 acres. Water will be supplied by a private water well.
This OSSF is a standard treatment system in which the effluent will be pumped to a non- standard low pressure dosed dispersal field.
The system is designed for a maximum of 100 gpd.
The system designer, Emily Farias, R.S. is requesting a variance to Section 10-M(B) of the Hays County rules for on-site sewage facilities which requires flow equalization prior to the treatment tank. Her justification for the variance is:
1. Flow from the business is expected to be uniform throughout the day and flow equalization will not provide any benefit
2. Design includes a septic tank that is larger than required (750 gallon required-1000 gallon provided).
3. An equalization tank may cause solids to be emulsified and may prevent proper separation in the septic tank causing entrained solids to be pumped to the disposal field
4. Installation of a hydraulic equalization tank prior to the septic tank will provide no benefit to the operation of this type of system.
5. This type of system treats the wastewater in the disposal field and the design utilizes flow equalization to the field.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Action to Authorize Institutional OSSF Permit #2012-303 and grant a variance to Section 10-Q(7) of the Hays County Rules for On-Site Sewage Facilities at 86 S. Old Spanish Trail, Uhland, TX

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza	JONES	N/A

SUMMARY

: K&J Woodworks is proposing two new ON-SITE SEWAGE FACILITY's to replace a failing on-site sewage facility. This permit number is 2012-303. This property is 10.01 acres. Water will be supplied by Public Water Supply. This OSSF is an aerobic treatment system, with equalized influent, in which the effluent will be pumped to a spray irrigation dispersal field. The system is designed for a maximum of 140 gpd. The system designer, Dora Fogle, R.S. is requesting a variance to Section 10-Q(7) of the Hays County rules for on-site sewage facilities which prohibits spray irrigation for non-residential or commercial operations. Her justification for the variance is: The current system has failed due to seasonal shallow water table intrusion into the treatment tanks. In order to mitigate this, the owner is going to install two separate systems that will not have to be installed as deep and dividing the flow to two systems will reduce the load on the system. Due to shallow depth of seasonal groundwater (30"), clay soil, and not enough slope across the property to install a French drain, which could divert water away from a subsurface drainfield, a spray irrigation system that sprays at night and exceeds the required setback distance from property lines is the best choice for dispersal of the effluent. The current spray irrigation system is working well, during dry periods, and a combination of splitting the system into two and providing flow equalization will be an improvement to the current on-site sewage facility.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Action to Authorize Institutional OSSF Permit #2012-302 and grant a variance to Section 10-Q(7) of the Hays County Rules for On-Site Sewage Facilities at 86 S. Old Spanish Trail, Uhland, TX

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza	JONES	N/A

SUMMARY

: K&J Woodworks is proposing two new ON-SITE SEWAGE FACILITY's to replace a failing on-site sewage facility. This permit number is 2012-302 This property is 10.01 acres. Water will be supplied by Public Water Supply. This OSSF is an aerobic treatment system, with equalized influent, in which the effluent will be pumped to a spray irrigation dispersal field. The system is designed for a maximum of 140 gpd. The system designer, Dora Fogle, R.S. is requesting a variance to Section 10-Q(7) of the Hays County rules for on-site sewage facilities which prohibits spray irrigation for non-residential or commercial operations. Her justification for the variance is: The current system has failed due to seasonal shallow water table intrusion into the treatment tanks. In order to mitigate this, the owner is going to install two separate systems that will not have to be installed as deep and dividing the flow to two systems will reduce the load on the system. Due to shallow depth of seasonal groundwater (30"), clay soil, and not enough slope across the property to install a French drain, which could divert water away from a subsurface drainfield, a spray irrigation system that sprays at night and exceeds the required setback distance from property lines is the best choice for dispersal of the effluent. The current spray irrigation system is working well, during dry periods, and a combination of splitting the system into two and providing flow equalization will be an improvement to the current on-site sewage facility.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and Possible Action to Authorize Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 4901 McGregor Lane, Dripping Springs, TX

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 24, 2012	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza, Development Services Director	WHISENANT	N/A

SUMMARY

Rex Baker is proposing an OSSF to serve an event center at 4901 McGregor Lane in Precinct 4.
This property is 30 acres. Water will be supplied by a private water well.
This OSSF is a standard treatment system in which the effluent will be pumped to a non- standard low pressure dosed dispersal field.
The system is designed for a maximum of 1000 gpd.
The system designer, Erin Banks, P.E. is requesting a variance to Section 10-M(B) of the Hays County rules for on-site sewage facilities which requires flow equalization prior to the treatment tank. Her justification for the variance is:
1. An equalization tank may cause solids to be emulsified and may prevent proper separation in the septic tank causing entrained solids to be pumped to the disposal field
2. Installation of a hydraulic equalization tank prior to the septic tank will provide no benefit to the operation of this type of system.
3. This type of system treats the wastewater in the disposal field and the design utilizes flow equalization to the field by use of a timer.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to appoint three new members to the Hays County Child Protection Board: Judith Burns from Buda, Cindy Krudop from Dripping Springs and Jeanne Worrell from Wimberley to fill (3) vacant positions .

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	CONLEY	COBB

SUMMARY

The Hays County Child Protective Board has been looking to fill these positions with representatives from all Precincts of Hays County and this appointment will satisfy that objective. These three individuals have credentials that will be an asset to the Board.

Judith M. Burns, ACSW, LCSW
12708 Turkey Cove
Buda, TX 78610

[redacted]

Principal Qualifications

- More than 30 years experience in foster care, adoptions, and kinship care
- Expertise in advocacy for students in Special Education and 504 programs
- Expertise in transition planning for youth "aging out" of foster care and/or entering post secondary programs
- Superior assessment skills
- Superior skills in written and oral expression
- Competence in Microsoft Word, Excel, and Power Point
- Experienced speaker and trainer at the local, state, and national levels

Professional Experience

Texas State University, San Marcos, TX. January, 2012-Present
Adjunct Faculty, School of Social Work

Self Employed January, 2010-Present
Contracts/Home Studies

Casey Family Programs, Austin, TX April 1, 1985-Jan. 1, 2010
Social Worker, Transition Worker, (retired)
Education Liaison

- Provided comprehensive services and case management to youth in foster care and/or those aging out of foster care.
- Helped develop some of the earliest programming and training regarding transition, as well as forming one of the first groups of foster care alumni.
- Provided services for eight years in education planning and advocacy.
- Engaged in reunification activities and promoted adoption where appropriate.

Spohn Hospital, Corpus Christi, TX January, 1981-March, 1985

Provided individual and group counseling services to dialysis and transplant patients and their families.

Texas Department of Human Services (now TDFPS) 1969-1981
Dallas, San Antonio, Austin, Corpus Christi, TX

Caseworker and Supervisor

- Provided case management services in all phases of Children's Protective Services, including investigations, conservatorship, foster home development, and adoption.
- Supervised investigations in Austin and foster home development in Corpus Christi.

Education

Master of Science in Social Work	University of Texas at Arlington	1979
Bachelor of Arts, Sociology	University of Texas at Austin	1968

Memberships/Affiliations

Member, Austin Community College Former Foster Care Committee (a collaboration working to improve outcomes for former foster youth at the post secondary level)
Member, National Association of Social Workers
Member, Supreme Court Permanent Committee on Children and Families-Subcommittee on Higher Education
Member, Planning Committee for Texas Reach, a collaborative state-wide conference focused upon improving post secondary outcomes for former foster youth
Past Secretary, Board of Directors, Out Youth Austin, an organization dedicated to services and advocacy for LGBTQ youth in Central Texas

References Provided Upon Request

Jeanne Worrell
860 Southriver
Wimberley, TX 78676
[redacted]

Education

University of Houston-Clear Lake
BS Behavioral Science

Experience

For 10 years I have volunteered as a Court Appointed Special Advocate (CASA) which involved six cases.

Worked from the home with my husband in internet marketing for the apartment industry.

For approximately seven years I worked in the Clear Creek Independent School District as a Registrar and Campus Data Specialist and also as a substitute teacher.

The Bridge Over Troubled Waters, Inc. in Pasadena, TX, I worked approximately five years as a Victim Advocate Coordinator, Educational Resource Person, support groups facilitator, and also as a Caseworker. This is a shelter for women and children who came out of abusive situations or were homeless.

Worked in offices for a number of years in the business industry.

Was able to stay home and raise my children when they were growing up. During this time I did various volunteer work such as tutoring for Youth Services, Group Discussion Leader for Women's Bible Studies, volunteered in the public school system.

Personal Information

This year my husband and I will celebrate our 47th wedding anniversary. I have four grown children and nine grandchildren. I am a member of First Baptist Church in Wimberley and work with the AWANA program. Play in a ladies ukulele band for nursing homes and homebound individuals.

Reason I am willing to serve on the Hays County Child Protective Board

I have always been an advocate for those in need and especially have a love for children. It would be very rewarding to be part of a resource team that helps make decisions in providing a need that will have a positive impact for children who are involved in the legal system.

6/02/12

P. O. Box 1186
Dripping Springs, TX 78620
[redacted]

Anna Farr
Child Protective Services
Hays County, TX

Dear Anna,
It has been awhile since I have composed a résumé so I will just tell you a little about myself.
I hold a Bachelor's Degree in education from Louisiana State University and a Master's Degree in counseling from The University of Houston.

My last employment was with Houston Works in Houston and I taught at risk inner city kids. When our federally funded in school program ended, I became a part of the IT department at Houston Works installing and repairing computers at our Workforce Centers around Houston. We worked with economically disadvantaged adults and youth providing job training and remedial education. I taught in a Summer Youth Program for a number of summers.

I also worked in a residential home for teenaged girls in Houston as a counselor and taught at Briarwood School for learning disabled kids.

After retiring from Houston Works, my husband, Walt, and I moved to Dripping Springs and became active in the community. We both attended the Hays County Master Naturalist program and volunteered throughout the county.
I also took the Master Gardener's program and have worked with them.

Since moving to Hays County, I have volunteered at the food bank in Dripping Springs sponsored by Helping Hands and am also a volunteer taking calls for financial assistance, what we call our social services branch of Helping Hands.

I am on the Board of Directors for the Friends Foundation which provides support to the elderly in Dripping Springs. We provide financial assistance to those elderly who need help. We also deliver meals three times a week to homebound seniors, provide Philips Lifeline Med-Alerts to any senior who lives alone, and fund special programs and activities at Hill Country Care Nursing and Rehab. Facility. I also volunteer at the nursing home.

I have participated for 2 years in the PIRS (Partners in Reading Success) program at Dripping Springs Elementary School providing one-on-one mentoring with students having difficulty with reading.

I am active in a number of ministries at my church including a Prayer Shaw Ministry providing shawls for healing and baby blankets to the newly baptized, newcomer's ministry, outreach and service, and I serve on the Board for our preschool, Discovery Day School.

I have always loved working with kids and with the elderly. When Lee mentioned that you were looking for new board members, I was very interested in serving with your very worthwhile cause.

One thing my husband, Walt, said I should mention to you is that he is very active in the Dispute Resolution Center in Hays County and mediates a number of CPS cases. I don't know if that would make a difference with me serving with your board.

I look forward to hearing back from you and let me know if you have any further questions.

Sincerely,

Cindy Krudop

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt a resolution in support of Hays County's participation in the Region 7 Regional Healthcare Partnership (RHP) and a discussion of activities and information related to the 1115 Waiver Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	INGALSBE

SUMMARY

The State has been granted a section 1115(a) waiver under the Social Security Act. The waiver provides for the creation of Regional Healthcare Partnerships (RHP) that will develop health plans to accomplish the goals of the waiver. Several documents have been attached that provide information related to the RHP and the implementation of the 115 waiver program.

The final attached document outlines the time frame for development of the regional health plan. It is proposed that the Hays County Commissioners Court follow the timeline below during this process:

July 17-Consider participation in the RHP and receive information on the waiver and associated programs.
July 31-Receive an update on the planning process and allow for input from Citizen's and the Healthcare Community in and around Hays County.
Aug 14-Consider adopting a Hays County Health Plan and discuss implementation of an approved plan.

RESOLUTION OF HAYS COUNTY COMMISSIONERS COURT IN SUPPORT OF PARTICIPATION IN A REGIONAL HEALTHCARE PARTNERSHIP AND THE 1115 WAIVER PROGRAM

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the State of Texas' request for a Medicaid Section 1115(a) Demonstration, referred to as the 1115 Waiver, was approved on December 12, 2011 in order to expand the existing Medicaid managed care programs statewide and establish two funding pools for assistance in uncompensated care and promoting health system transformation; and,

WHEREAS, the State of Texas, through the terms of the 1115 Waiver, requires the creation of Regional Healthcare Partnerships (RHP) throughout the State to develop healthcare plans in order to accomplish the goals of the program; and

WHEREAS, RHP Region 7 has been formed to include Hays, Lee, Caldwell, Fayette, Bastrop and Travis Counties and includes Central Health as the anchor entity; and

WHEREAS, participation in a RHP is necessary for eligibility to receive payments from the State for healthcare services including Hays County's participation in the former Upper Payment Limit (UPL) Program through our healthcare partner, Central Texas Medical Center (CTMC); and

WHEREAS, matching funds will be available for the enhancement of access to healthcare, the ability to increase efficiencies in healthcare delivery systems, and the creation of cost effective solutions to increase the quality of care for the citizens of Hays County;

NOW, THEREFORE, BE IT RESOLVED; that the Hays County Commissioners Court supports inclusion in RHP Region 7 and participation in the 1115 Waiver Program; and

BE IT FURTHER RESOLVED; that the Hays County Commissioners Court directs Hays County staff to proceed with the development of a Hays County health plan with assistance from Central Texas Medical Center (CTMC) in order to identify methods for accessing federal funds for improved healthcare for the Citizens of Hays County.

RESOLVED, ORDERED, AND DECLARED this the 17th day of July 2012.

_____
Bert Cobb
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Will Conley
Commissioner, Pct. 3

_____
Ray Whisenant
Commissioner, Pct. 4

ATTEST:

_____
Liz Q. Gonzalez
Hays County Clerk

CENTRAL HEALTH

1111 East Cesar Chavez St.
Austin, Texas 78702
Phone: 512-978-8000
Fax: 512-978-8156
www.centralhealth.net

1115 Waiver Background

In the most recent legislative session, the State of Texas decided to expand Medicaid managed care throughout Texas, bringing in areas that had not yet implemented managed care, such as the Rio Grande Valley. The State estimates that this expansion of managed care will save approximately $400 million annually by using managed care organizations (HMOs) to coordinate care for the Medicaid population.

In expanding Medicaid managed care, the State also needed to change the way Texas hospitals are reimbursed by the federal government for treating Medicaid patients. Services provided to Medicaid patients in managed care do not qualify for supplemental payments that cover the gap between Medicaid and Medicare reimbursement levels.

Therefore, now that the entire state is under managed care, hospitals can no longer access the supplemental payments. To avoid the loss of this funding, the State applied for a special waiver of certain Medicaid conditions through section 1115 of the Social Security Act. Commonly referred to as the 1115 Waiver, this section permits states to undertake research and demonstration projects that enhance the quality or reduce the cost of Medicaid services.

The 1115 waiver is a five-year project that has two main objectives: first, to continue to provide supplemental federal funding to Texas hospitals for Medicaid patients; and second, to improve the healthcare delivery system for everyone, not just Medicaid recipients. We are already in the first year of the waiver, which is a transition year, with most of the changes to the program coming in the second through the fifth years of the waiver.

In keeping with the two objectives of the waiver, there will be two separate funding pools for supplemental payments. The first pool is the Uncompensated Care Pool, which will pay hospitals based on their uncompensated care costs. The second pool is called the Delivery System Reform Incentive Pool ("DSRIP" or the "incentive pool"). This second pool will be used to foster changes to the healthcare delivery system and must be earned through meeting performance targets that will be determined in advance. Funds drawn down under the waiver must be initiated through an intergovernmental transfer or "IGT," which is a local government match that is then supplemented with federal funds.

The waiver goals will be accomplished through the formation of Regional Healthcare Partnerships (RHPs), which will include hospitals and local governments. Each RHP will also have an "anchor entity" that is charged with the development of the region and the resulting partnership and its plan. This anchor entity should be a public hospital or a local government, generally the local government making the largest intergovernmental transfer in the region -- in Central Texas, that entity is Central Health.

As discussed above, HHSC has preliminarily identified a multi-county region here in Central Texas to be this area's RHP and has preliminarily designated Central Health as the "anchor entity" for the region.

Rosie Mendoza, C.P.A.
Chairperson

Frank Rodriguez
Vice-Chairperson

Brenda Coleman-Beattie, M.A.
Treasurer

Anthony Haley, J.D.
Secretary

Thomas B. Coopwood M.D.

Clarke Heidrick, J.D.

Katrina Daniel, R.N.

Rebecca Lightsey

Lynne Hudson, R.N.-C, M.P.H.

Patricia Young Brown, C.P.A.
President & CEO

TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 354	MEDICAID HEALTH SERVICES
SUBCHAPTER D	TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM
DIVISION 1	GENERAL
DIVISION 2	REGIONAL HEALTHCARE PARTNERSHIPS
DIVISION 3	RHP PLAN CONTENTS AND APPROVAL

Division 1. General

§354.1601. Introduction.

(a) The purpose of this subchapter is to govern implementation of the demonstration waiver under §1115 of the Social Security Act, entitled "Texas Healthcare Transformation and Quality Improvement Program" (the waiver).

(b) Subject to approval by the Centers for Medicare and Medicaid Services of all required protocols described in the waiver, this subchapter describes the criteria for participation in a Regional Healthcare Partnership and the allocation and use of waiver funds.

(c) Rules related to reimbursement for hospitals and physician services under the waiver are codified at §355.8201 of this title (relating to Waiver Payments to Hospitals) and §355.8202 of this title (relating to Waiver Payments for Physician Services).

§354.1602. Definitions. The following terms, when used in this subchapter, have the following meanings unless the context clearly indicates otherwise.

(1) Administrative Cost Claiming Protocol--A document that explains the process the State will use to determine administrative costs incurred under the waiver.

(2) Anchor--The IGT entity identified by HHSC as having primary administrative responsibilities on behalf of the RHP.

(3) Centers for Medicare and Medicaid Services (CMS)--The federal agency within the United States Department of Health and Human Services responsible for overseeing and directing Medicare and Medicaid, or its successor.

(4) Delivery System Reform Incentive Payment (DSRIP)--An incentive payment related to the development or implementation of a program or activity that supports an RHP's efforts to enhance access to health care, the quality of care, and the health of patients and families they serve. A DSRIP payment is not considered patient-care revenue and is not offset against Disproportionate Share Hospital expenditures or other expenditures related to the cost of patient care.

(5) Demonstration year--A 12-month period beginning October 1 and ending September 30. The first demonstration year began October 1, 2011.

(6) DSRIP pool--Funding available to RHP participants under the waiver to compensate them for the value of DSRIP projects.

(7) DSRIP project--An activity selected from the RHP Plan Protocol for implementation in an RHP plan.

(8) Governmental entity--A state agency or a political subdivision of the state, such as a city, county, hospital district, hospital authority, or state entity.

(9) HHSC--The Texas Health and Human Services Commission or its designee.

(10) Intergovernmental transfer (IGT)--A transfer of public funds from a governmental entity to HHSC.

(11) IGT entity--A governmental entity that provides an IGT to fund the waiver.

(12) Medicaid provider--An entity approved by HHSC to provide Medicaid services.

(13) Participant--An entity participating in an RHP. A participant may be an IGT entity, a performer, or another stakeholder.

(14) Performer--A participating Medicaid provider that implements DSRIP projects.

(15) Program Funding and Mechanics Protocol (PFM)--A document containing the waiver program guidelines as agreed upon by HHSC and CMS.

(16) Public funds--Funds derived from taxes, assessments, levies, investments, and other public revenues within the sole and unrestricted control of a governmental entity. Public funds do not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.

(17) Regional Healthcare Partnership (RHP)--A collaboration of interested participants that work collectively to develop and submit to the state a regional plan for health care delivery system reform. Regional Healthcare Partnerships will support coordinated, efficient delivery of quality care and a plan for investments in system transformation that is driven by the needs of local hospitals, communities, and populations.

(18) RHP plan--A multi-year plan submitted to HHSC and CMS, as further described in §354.1621 of this subchapter (relating to RHP Plan).

(19) RHP Plan Protocol--A master list of potential DSRIP projects, as well as milestones and metrics applicable to those projects.

(20) Uncompensated care (UC) costs--For services that meet the definition of “medical assistance” contained in §1905(a) of the Social Security Act:

(A) the difference between Medicaid payments to a provider and the provider's cost of providing services to a Medicaid eligible individual; or

(B) the cost of care provided to an uninsured individual who has no source of third-party coverage for the service provided.

(21) UC pool--Funding available to RHP participants under the waiver to defray uncompensated care costs.

(22) Waiver--The Texas Healthcare Transformation and Quality Improvement Program demonstration waiver under §1115 of the Social Security Act.

DIVISION 2. REGIONAL HEALTHCARE PARTNERSHIPS.

§354.1611. Organization.

(a) Each Regional Healthcare Partnership (RHP) has geographic boundaries as prescribed by HHSC and is financially supported by one or more IGT entities.

(b) An RHP is composed of one anchor and other participants, which may include IGT entities, performers, and other regional stakeholders. A single entity may act in multiple roles as described in this subchapter.

(c) A participant, if acting as an IGT entity, may participate in more than one RHP contingent upon HHSC approval.

§354.1612. Anchors.

(a) Only one entity in a Regional Healthcare Partnership (RHP) may be an anchor.

(b) An entity may be an anchor if it meets the following criteria:

(1) The anchor must be an IGT entity.

(2) If an RHP includes a public hospital, the anchor must be a public hospital, except as described in paragraph (3) of this subsection.

(3) If an RHP does not include a public hospital, or if no public hospital wants to be an anchor, the anchor must be:

(A) a hospital district;

(B) a hospital authority;

(C) a county; or

(D) a state university with an academic health science center.

(4) If a region cannot agree on an anchor, HHSC will designate an anchor. HHSC will base its decision on criteria such as ability to financially support necessary administrative activities, prior relationships with other participants in the region, and history of participating in community and regional activities outside of the waiver.

(c) An anchor must:

(1) serve as the single point of contact with HHSC for the RHP, except as specified in rule;

(2) facilitate transparent and inclusive meetings among participants to discuss RHP activities;

(3) coordinate RHP activities to help ensure that participants properly address the needs of the region;

(4) compile and submit the RHP plan to HHSC, as prescribed by HHSC;

(5) prepare and submit an annual progress report on behalf of the RHP, in accordance with HHSC requirements;

(6) ensure that all confidential information obtained through its role as an anchor remains confidential as required by state and federal laws and regulations;

(7) ensure that all waiver information provided to it in its capacity as anchor is distributed to the RHP participants; and

(8) meet all other requirements as specified in the Program Funding and Mechanics Protocol.

(d) An anchor must not:

(1) request reimbursement from a participant for the performance of the anchor's responsibilities;

(2) delegate decision-making responsibilities concerning the interpretation of the waiver, HHSC policy, or actions or decisions that involve the exercise of discretion or judgment;

(3) require any IGT entity to fund any project;

(4) require any participant to act as a performer in any DSRIP project; or

(5) prevent or in any way prohibit the development of a DSRIP project between an IGT entity and a performer.

(e) An anchor may delegate ministerial functions such as data collection and reporting. Any entity to which ministerial functions are delegated under this subchapter must adhere to the roles, responsibilities, and limitations of an anchor.

(f) An anchor may be reimbursed for the cost of its administrative duties conducted on behalf of the RHP. Payment for administrative duties is contingent upon an anchor providing an intergovernmental transfer to HHSC for the purpose of a federal match in accordance with the Administrative Cost Claiming Protocol.

§354.1613. Participants.

(a) IGT entities. An IGT entity:

(1) determines the allocation of its intergovernmental transfer (IGT) funding consistent with state and federal requirements;

(2) participates in Regional Healthcare Partnership (RHP) planning;

(3) if the IGT entity is itself acting as a performer, selects DSRIP projects;

(4) if the IGT entity is not acting as a performer, collaborates with a performer to select DSRIP projects;

(5) coordinates submission of DSRIP project information to the anchor for purposes of RHP plan development;

(6) provides the non-federal share of uncompensated care (UC) and delivery system reform incentive payments (DSRIP) waiver payments for the entities with which it collaborates; and

(7) approves the accuracy of DSRIP project metric data submitted by associated performers.

(b) Performers. A performer:

(1) develops and implements, or collaborates with an IGT entity to develop and implement, a DSRIP project;

(2) receives DSRIP;

(3) prepares and submits DSRIP project metric data on a semi-annual basis;

(4) prepares and submits other reports as required by HHSC and the Centers for Medicare and Medicaid Services; and

(5) participates in RHP planning.

DIVISION 3. RHP PLAN CONTENTS AND APPROVAL

§354.1621. RHP Plan.

(a) A performer may receive DSRIP pool payments only if HHSC and the Centers for Medicare and Medicaid Services have approved the RHP plan with which the performer is associated.

(b) An RHP plan must:

(1) meet the requirements listed in the Program Funding and Mechanics Protocol (PFM);

(2) describe the Regional Healthcare Partnership's (RHP's) health care needs, referencing sources used;

(3) specify the regional quality objectives chosen to address the needs described in paragraph (2) of this subsection;

(4) include a list of RHP participants;

(5) include a certification that all the information contained within the RHP plan is true and accurate;

(6) include a reasonable estimate of the total funding available, by demonstration year, to support the UC and DSRIP pools;

(7) include the minimum number of DSRIP projects as identified by the PFM;

(8) include a narrative explaining how the selected DSRIP projects will:

(A) address the community needs outlined in the RHP plan; and

(B) demonstrate health care delivery transformation and improvement in the quality of care provided in that RHP; and

(9) include a description of each DSRIP project that must:

(A) include the milestones and metrics associated with the project;

(B) contain a reasonable estimate of the intergovernmental transfer (IGT) provided by the IGT entity in connection with the DSRIP project;

(C) explain how the project addresses the regional health care needs stated within the RHP plan;

(D) reasonably estimate the value of the project to the region in a manner prescribed by HHSC; and

(E) reasonably estimate the cost to complete each milestone.

§354.1622. RHP Plan Assessment.

(a) If HHSC assesses that the RHP plan meets the requirements in §354.1621(b) of this division (relating to RHP Plan), HHSC will submit the RHP plan to the Centers for Medicare and Medicaid (CMS) for review.

(b) Upon completion of HHSC's assessment, HHSC notifies the anchor that HHSC:

(1) has submitted the RHP plan to CMS for review;

(2) requires additional information to complete its assessment;

(3) requires modification of the RHP plan, including the specific deficiencies in the RHP plan that HHSC has identified; or

(4) requires modification of a DSRIP project, including the specific deficiencies in the DSRIP project that HHSC has identified. If a particular DSRIP project needs modification, the funding IGT entity and performer associated with that DSRIP project will be notified in addition to the anchor.

(c) The anchor must respond to the notification in subsection (b) of this section in accordance with the directions in the notification, to ensure timely submission of the RHP plan to CMS. Failure to respond in a timely manner may result in denial of the RHP plan.

(1) If HHSC requires additional information to complete its assessment, the anchor must provide the additional information within the time frame specified in the notice.

(2) If HHSC requires modification of the RHP plan, the anchor:

(A) must submit a corrected RHP plan that addresses the specific deficiencies within the time frame specified in the notice; or

(B) request a review of the HHSC finding as described in subsection (d) of this section within the time frame specified in the notice.

(3) If HHSC requires modification of a DSRIP project, the anchor must:

(A) work with the associated IGT entity and performer and submit a corrected DSRIP project that addresses the specific deficiencies within the time frame specified in the notice;

(B) request a review of the HHSC finding as described in subsection (d) of this section within the time frame specified in the notice; or

(C) certify that the DSRIP project is withdrawn.

(d) Review of HHSC modification or denial of an RHP plan.

(1) If an RHP plan is not approved, the anchor may request a review by HHSC in accordance with paragraph (4) of this subsection.

(2) If a DSRIP project is not approved, the affected performer may direct the anchor to request a review in accordance with paragraph (4) of this subsection.

(3) The anchor must submit a request for review in writing to HHSC within 12 calendar days of the date HHSC sent the notification under this subsection.

(4) The review is:

(A) limited to the Regional Healthcare Partnership's (RHP’s) allegations of factual or calculation errors;

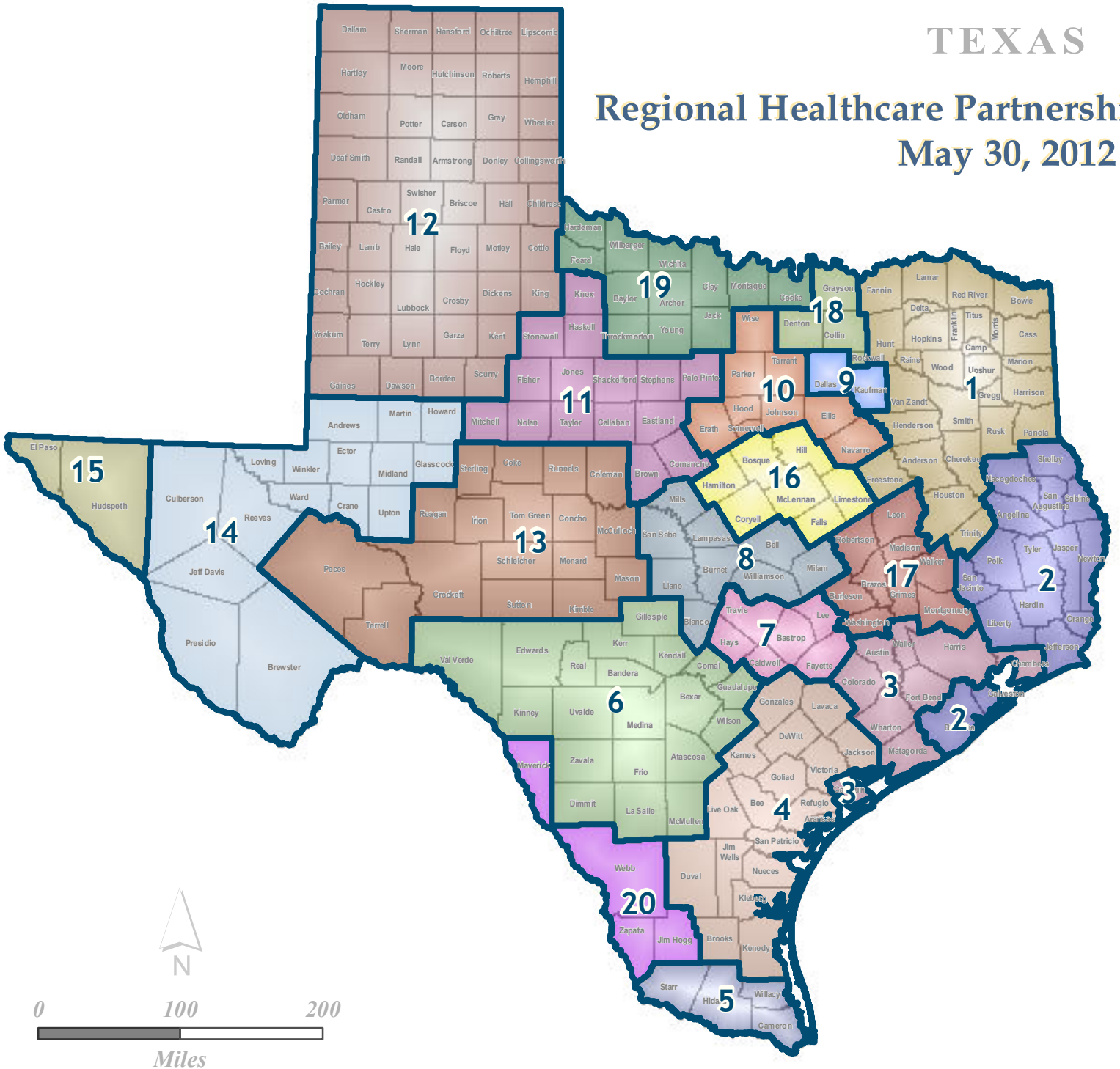
(B) supported by documentation submitted by the RHP or used by HHSC in making its original determination; and

(C) not an adversarial hearing.

(5) HHSC will notify the RHP of the results of the review in a timely manner.

TEXAS

Regional Healthcare Partnership (RHP) Regions
May 30, 2012



TEXAS
Health and Human
Services Commission

Map Prepared by: Strategic Decision Support Department,
Texas Health and Human Services Commission.
May 30, 2012

RHP 1

1. Anderson
2. Bowie
3. Camp
4. Cass
5. Cherokee
6. Delta
7. Fannin
8. Franklin
9. Freestone
10. Gregg
11. Harrison
12. Henderson
13. Hopkins
14. Houston
15. Hunt
16. Lamar
17. Marion
18. Morris
19. Panola
20. Rains
21. Red River
22. Rusk
23. Smith
24. Titus
25. Trinity
26. Upshur
27. Van Zandt
28. Wood

RHP 2

1. Angelina
2. Brazoria
3. Galveston
4. Hardin
5. Jasper
6. Jefferson
7. Liberty
8. Nacogdoches
9. Newton
10. Orange
11. Polk
12. Sabine
13. San Augustine
14. San Jacinto
15. Shelby
16. Tyler

RHP 3

1. Austin
2. Calhoun
3. Chambers
4. Colorado
5. Fort Bend
6. Harris
7. Matagorda
8. Waller
9. Wharton

RHP 4

1. Aransas
2. Bee
3. Brooks
4. DeWitt
5. Duval
6. Goliad
7. Gonzales
8. Jackson
9. Jim Wells
10. Karnes
11. Kenedy
12. Kleberg
13. Lavaca
14. Live Oak
15. Nueces
16. Refugio
17. San Patricio
18. Victoria

RHP 5

1. Cameron
2. Hidalgo
3. Starr
4. Willacy

RHP 6

1. Atascosa
2. Bandera
3. Bexar
4. Comal
5. Dimmit
6. Edwards
7. Frio
8. Gillespie
9. Guadalupe
10. Kendall
11. Kerr
12. Kinney
13. La Salle
14. McMullen
15. Medina
16. Real
17. Uvalde
18. Val Verde
19. Wilson
20. Zavala

RHP 7

1. Bastrop
2. Caldwell
3. Fayette
4. Hays
5. Lee
6. Travis

RHP 8

1. Bell
2. Blanco
3. Burnet
4. Lampasas
5. Llano
6. Milam
7. Mills
8. San Saba
9. Williamson

RHP 9

1. Dallas
2. Kaufman

RHP 10

1. Ellis
2. Erath
3. Hood
4. Johnson
5. Navarro
6. Parker
7. Somervell
8. Tarrant
9. Wise

RHP 11

1. Brown
2. Callahan
3. Comanche
4. Eastland
5. Fisher
6. Haskell
7. Jones
8. Knox
9. Mitchell
10. Nolan
11. Palo Pinto
12. Shackelford
13. Stephens
14. Stonewall
15. Taylor

RHP 12

1. Armstrong
2. Bailey
3. Borden
4. Briscoe
5. Carson
6. Castro
7. Childress
8. Cochran
9. Collingsworth
10. Cottle
11. Crosby
12. Dallam
13. Dawson
14. Deaf Smith
15. Dickens
16. Donley
17. Floyd
18. Gaines
19. Garza
20. Gray
21. Hale
22. Hall
23. Hansford
24. Hartley
25. Hemphill
26. Hockley
27. Hutchinson
28. Kent
29. King
30. Lamb
31. Lipscomb
32. Lubbock
33. Lynn
34. Moore
35. Motley
36. Ochiltree
37. Oldham
38. Parmer
39. Potter
40. Randall
41. Roberts
42. Scurry
43. Sherman
44. Swisher
45. Terry
46. Wheeler
47. Yoakum

RHP 13

1. Coke
2. Coleman
3. Concho
4. Crockett
5. Irion
6. Kimble
7. Mason
8. McCulloch
9. Menard
10. Pecos
11. Reagan
12. Runnels
13. Schleicher
14. Sterling
15. Sutton
16. Terrell
17. Tom Green

RHP 14

1. Andrews
2. Brewster
3. Crane
4. Culberson
5. Ector
6. Glasscock
7. Howard
8. Jeff Davis
9. Loving
10. Martin
11. Midland
12. Presidio
13. Reeves
14. Upton
15. Ward
16. Winkler

RHP 15

1. El Paso
2. Hudspeth

RHP 16

1. Bosque
2. Coryell
3. Falls
4. Hamilton
5. Hill
6. Limestone
7. McLennan

RHP 17

1. Brazos
2. Burleson
3. Grimes
4. Leon
5. Madison
6. Montgomery
7. Robertson
8. Walker
9. Washington

RHP 18

1. Collin
2. Denton
3. Grayson
4. Rockwall

RHP 19

1. Archer
2. Baylor
3. Clay
4. Cooke
5. Foard
6. Hardeman
7. Jack
8. Montague
9. Throckmorton
10. Wichita
11. Wilbarger
12. Young

RHP 20

1. Jim Hogg
2. Maverick
3. Webb
4. Zapata

Administrator
Washington, DC 20201
December 12, 2011

Mr. Billy Millwee
State Medicaid Director
Texas Health and Human Services Commission
4900 North Lamar
P.O. Box 13247
Austin, TX 78711

Dear Mr. Millwee:

We are pleased to inform you that Texas' request for a new Medicaid section 1115(a) Demonstration, entitled "Texas Healthcare Transformation and Quality Improvement Program" (Project Number 11-W-00278/6), has been approved for the period starting with the date of this approval letter through September 30, 2016.

Texas' new section 1115 Demonstration has a two-fold purpose: to expand the existing Medicaid managed care programs, STAR and STAR+PLUS, statewide, and to establish two funding pools that will assist providers with uncompensated care costs, and promote health system transformation.

The new Demonstration subsumes the State's existing section 1915(b) and 1915(b)/(c) waivers under which the STAR and STAR+PLUS managed care programs are currently operating. The populations served under the new Demonstration are unchanged from the section 1915 waivers. Pursuant to the planned statewide expansion of STAR and STAR+PLUS in March 2012, beneficiaries in both programs will have unlimited monthly access to medically necessary prescription medications, and STAR+PLUS beneficiaries will receive non-behavioral health inpatient services through their health plan. In addition, Medicaid-eligible children statewide will receive coverage for a full array of primary and preventive dental services through pre-paid dental health plans, through the Children's Dental Program. We commend the State on taking steps to move toward establishing comprehensive and coordinated care for the most vulnerable Texans, and we look forward to working with you in the coming months as you establish network adequacy prior to the planned March 2012 statewide expansion, and ensure the protections for beneficiaries built into the special terms and conditions.

The Demonstration also takes an important step forward by redirecting the supplemental payments that currently exist under the Medicaid State plan to the Demonstration in order to improve care delivery systems and capacity, while emphasizing accountability and transparency, and requiring demonstrated improvements at the provider level for the receipt of such payments.

The Delivery System Incentive Reform Payment (DSRIP) Pool is designed to incentivize activities that support hospitals' collaborative efforts to improve access to care and the health of the patients and families they serve. The initiatives supported by the DSRIP will align with the following four broad categories, which are under development by the State: infrastructure development, program innovation and redesign, population-focused improvement, and clinical improvements in care.

Reform activities will be conducted by Regional Healthcare Partnerships (RHPs) that are financially supported and directed by a public hospital or local governmental entity that will collaborate with other healthcare providers to evaluate current challenges in the delivery system, and agree to a course of investment and action to address those challenges over the course of the Demonstration. Payments will not be made from the DSRIP Pool until CMS has approved the plans submitted to the State by each Regional Healthcare Partnership (RHP), as specified in the Special Terms and Conditions (STCs).

Distributions from the Uncompensated Care (UC) Pool in the first year of the Demonstration are Transition Payments to hospitals and physician groups that received supplemental payments under the Medicaid State plan for claims adjudicated during FFY 2011. This transition period ensures that those providers are eligible to secure historical Medicaid funding as the State develops the pool payment methodologies. Distribution of funds from the Uncompensated Care Pool in the second year of the Demonstration is contingent upon approval by the Centers for Medicare & Medicaid Services (CMS) of the State's provider cost reporting tool and all required protocols as described in the STCs.

CMS acknowledges the State's withdrawal of the request to impose the monthly prescription drug limitation in place under the Medicaid State plan on STAR and STAR+PLUS enrollees. We appreciate the State's efforts to ensure that comprehensive benefits are provided to Medicaid beneficiaries, and CMS will work closely with Texas to monitor beneficiary access to covered services under the STAR and STAR+PLUS programs.

As previously discussed, CMS has not approved, and did not incorporate, the following requests from the State's proposal into the section 1115 Demonstration:

1. Federal funding for Designated State Health Programs;
2. Authority to shift funding between the UC and DSRIP Pools within a given Demonstration year; and to carry forward unspent UC or DSRIP funds to future Demonstration years.

As of the date of this letter, the Texas Demonstration is authorized through September 30, 2016, upon which date, unless reauthorized, all waivers and authorities granted to operate this Demonstration will expire. Our approval of this Demonstration project is subject to the limitations specified in the attached waiver and expenditure authorities. The State may deviate from Medicaid State plan requirements only to the extent that those requirements have been specifically waived or listed as inapplicable to expenditures for Demonstration expansion populations and other services not covered under the State plan.

The approval is also conditioned upon the State's compliance with the enclosed STCs, defining the nature, character, and extent of anticipated Federal involvement in the project. The award is subject to our receiving your written acknowledgement of the award, and acceptance of the STCs, waiver list, and expenditure authorities within 30 days from the date of this letter.

Your project officer for this Demonstration is Ms. Nicole Kaufman. She is available to answer any questions concerning your section 1115 Demonstration, and may be contacted as follows:

Ms. Nicole Kaufman
Centers for Medicare & Medicaid Services
Center for Medicaid and CHIP Services
Mailstop S2-01-16
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-6604
Facsimile: (410) 786-5882
Email: Nicole.Kaufman@cms.hhs.gov

Official communications regarding program matters should be sent simultaneously to Ms. Kaufman and Mr. Bill Brooks, Associate Regional Administrator in our Dallas Regional Office. Mr. Brooks' address is:

Mr. Bill Brooks
Associate Regional Administrator
Division of Medicaid & Children's Health Operations
1301 Young Street, Suite 714
Dallas, TX 75202

We extend our congratulations to you on this award, and we appreciate your collaboration through the review process. If you have any questions regarding this correspondence, please contact Ms. Victoria Wachino, Director, Children and Adults Health Programs Group, Centers for Medicaid and CHIP Services, (410) 786-5647.

We look forward to continuing to work with you and your staff.

Sincerely,

/S/

Marilyn Tavenner
Acting Administrator

Enclosures

TEXAS
Health and Human
Services Commission

Texas Healthcare Transformation and Quality Improvement Program 1115 Waiver Update

March 19, 2012

TEXAS Health and Human Services Commission

Brief Review

Texas Healthcare Transformation and Quality Improvement Program 1115 Waiver

- Managed care expansion
  - Allows statewide Medicaid managed care services.
  - Includes legislatively mandated pharmacy carve-in and dental managed care.
- Hospital financing component
  - Preserves upper payment limit (UPL) hospital funding under a new methodology.
  - Creates Regional Healthcare Partnerships (RHPs).
- Five Year Waiver 2011 – 2016

TEXAS Health and Human Services Commission

Brief Review

- Supplemental payments to hospitals for Medicaid enrollees
  - Based on the difference between Medicaid and Medicare.
  - Payments must include a state or local government match.
    - $100 in spending: use $40 in state or local funds to pull down $60 in federal funds.
- Public hospitals can provide match for their own UPL payments
  - Private hospitals cannot provide match for their UPL payments.
  - Public hospitals or local entities (counties) can provide the match for private hospital UPL payments.

Brief Review

Under the waiver, trended historic UPL funds and additional new funds are distributed to hospitals through two pools:

- Uncompensated Care (UC) Pool
  - Costs of care provided to individuals who have no third party coverage for the services provided by hospitals or other providers (beginning in first year).
- Delivery System Reform Incentive Payments (DSRIP)
  - Support coordinated care and quality improvements through Regional Healthcare Partnerships (RHPs) to transform care delivery systems (beginning in later waiver years).

TEXAS Health and Human Services Commission

Current Status

- Waiver approved December 12, 2011.
- UPL payments have a one year transition through September 2012.
  - Funding to hospitals largely the same as under UPL program.
- Effective October 2012 payments to hospitals from the former UPL program will be made only through UC and DSRIP.

Impact on Local Entities

Get involved if you:

- Receive UPL funding.
- Provide state match for hospital UPL funding.
- Are interested in participating in this program.

TEXAS Health and Human Services Commission

Impact on Local Entities

- The waiver provides ways for local entities to access additional federal funding:
  - Through a program and process that is transparent and accountable for public funds.
  - To help pay for health-care services to individuals who are uninsured.
  - To help pay for “incentive” payments (DSRIP) for health-care related projects and investments to increase:
    - Access to health-care services.
    - Quality of health-care and health systems.
    - Cost/effectiveness of services and health systems.
    - Regional collaboration and coordination.

TEXAS Health and Human Services Commission

Impact on Local Entities

Local Entities with match funds can:

- Collaborate in regions with other local entities, hospitals, and other key stakeholders to create RHPs.
- Through RHP participation, determine:
  - Which hospitals to support with funds.
  - Which projects and what UC will be funded.
  - What regional collaborative projects to support with other local entities.

TEXAS Health and Human Services Commission

RHP Principles

- RHPs are formed around the hospitals currently receiving UPL and one of these would serve as an anchor.
- Anchors serve as the single point of contact, coordinate RHP activities, and serve administrative functions.
  - The anchor does not make decisions regarding other entities' funds.
- Develop plans to address local delivery system concerns with a focus on improved access, quality, cost-effectiveness, and coordination.
- RHP regions should reflect delivery systems and geographic proximity.
- UC and DSRIP pools are dependent on RHP plan participation.
- Waiver funds still go directly to hospitals (not to counties).
  - With an exception for regions without a public hospital.

RHP Stakeholder Participation

- RHPs shall provide opportunities for public input in plan development and review.
- HHSC is seeking broad local plan engagement including:
  - County medical associations/societies.
  - Local government partners.
  - Other key stakeholders.

TEXAS Health and Human Services Commission

RHPs and DSRIP

- Anchors will bring RHP participants and stakeholders together to develop plans for public input and review.
- Participants with match funds will select incentive projects and identify hospitals to receive payments based on incentive projects.
- Participating hospitals will report performance metrics and receive waiver incentive payments if metrics are reached.

TEXAS Health and Human Services Commission

RHPs and DSRIP

- RHP Plans include:
  - Regional health assessments.
  - Participating local public entities.
  - Identification of hospitals receiving incentives and of yearly performance measures.
  - Incentive projects by DSRIP categories.
- RHPs and RHP plans do not:
  - Require four-year local funding commitments.
  - Determine health policy, Medicaid program policy, regional reimbursement, or managed care requirements.

DSRIP Category 1: Infrastructure Development

- Expand behavioral health care access.
- Expand primary and specialty care access.
- Enhance health promotion and disease prevention.
- Improve urgent and emergent care.
- Enhance Health Information Exchange and Health Information Technology for Performance Improvement and Reporting Capacity .

DSRIP Category 2: Program Innovation and Redesign

- Create and implement:
  - Strategies to impact Potentially Preventable Events.
  - Behavioral health delivery systems.
  - Delivery models using telemedicine.
  - End-of-life care models.
  - Health promotion and disease prevention improvements.
  - Strategies to reduce inappropriate ED use.
  - Medical Home Model.
  - Disease registry management.

DSRIP Category 3: Quality Improvements

Prevention improvements and/or management of:

- Behavioral health admissions
- Congestive heart failure
- Asthma
- Diabetes
- Healthcare-acquired Infections
- HIV
- Hypertension
- Medication management
- Obesity
- Potentially preventable admissions
- Pre-39 week elective induction
- Birth trauma rate
- Central line-associated bloodstream infections
- Surgical site infections
- Stroke/chest pain

DSRIP Category 4: Population-focused Improvement

- Patient-centered care & care coordination.
- Preventative health.
- At-risk populations (e.g. diabetes).

TEXAS Health and Human Services Commission

Pool Funding Distribution

Pool Funding Distribution in Billions

Pool Type	DY* 1 (2011-2012)	DY 2 (2012- 2013)	DY 3 (2013- 2014)	DY 4 (2014-2015)	DY 5 (2015-2016)	Totals
Total/DY	$4.2	$6.2	$6.2	$6.2	$6.2	$29
% UC	88%	63%	57%	54%	50%	60%
% DSRIP	12%	37%	43%	46%	50%	40%

DY = Demonstration Year

Historical UPL hospital payments: $2.8 billion per year.

TEXAS Health and Human Services Commission

Under Development

- RHP governance structures.
- Allowable sources of match (intergovernmental transfer or IGT) for the waiver.
- Determination of statewide requirements for UC and DSRIP allocations within RHPs.
- Project values (incentive payments within plans).

TEXAS Health and Human Services Commission

Stakeholder Outreach

- Through the Executive Waiver Committee, HHSC is working with hospitals and local and county officials to share information and seek input on the implementation of the waiver.
- HHSC created a rural Texas workgroup to identify waiver implications for rural areas and to assist in outreach coordination and RHP development.
  - Workgroup consists of associations representing counties, rural hospitals, and county commissioners and judges.
  - Meetings began September 2011.

TEXAS Health and Human Services Commission

Next Steps

- March 1, 2012 - UC protocol submitted to CMS
- March - April 2012 - Preliminary RHP participants meet and establish RHP areas.
- May 1, 2012- All RHP regions should be formed. HHSC will provide a form that can be submitted via the waiver email address to confirm RHP regions.
- August 31, 2012 – Due to CMS:
  - Finalized RHP regions.
  - DSRIP menu of projects and payment protocol.
- September 1, 2012 – RHP plans due to HHSC.
- October 31, 2012 - Final RHP plans due to CMS.

Contact Information

- Waiver website:
  - http://www.hhsc.state.tx.us/1115-waiver.shtml
- Waiver email address:
  - TXHealthcareTransformation@hhsc.state.tx.us

Takeaway Points

- Anchors do not control the funding for IGT entities. Each IGT entity will direct where and to whom they would like to fund.
  - Anchors are administrative entities serving as the single point of contact, organizes stakeholder meetings, and compiles the RHP Plan.
- This is not a block grant opportunity - local match is required and determined by IGT entities.
- This is a voluntary program.
- All projects must be from the DSRIP menu.
- Send inquiries to TXHealthcareTransformation@hhsc.state.tx.us for timely response.

TERMINOLOGY: Texas Healthcare Transformation and Quality Improvement Program 1115 Waiver

The list below consists of common terminology referring to the 1115 Transformation waiver.

1115 Waiver: A waiver under section 1115 of Social Security Act that allows CMS and states more flexibility in designing programs to ensure delivery of Medicaid services.

Anchoring entity (anchor): The single IGT entity in an RHP serving as the primary contact to HHSC responsible for providing opportunities for public input to the development of RHP plans and coordinating discussion and review of proposed RHP plans prior to plan submission to the State.

Centers for Medicare and Medicaid Services (CMS): The U.S. federal agency that administers Medicare, Medicaid, and the State Children's Health Insurance Program.

Delivery System Reform Incentive Payment (DSRIP): Incentive payments available for projects under the Transformation waiver to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served. Projects eligible for incentive payments must come from the DSRIP menu, be included in an HHSC and CMS-approved RHP plan and have corresponding metrics and milestones.

Demonstration year (DY): A 12-month period beginning October 1 and ending September 30. The 1115 Transformation waiver currently consists of five demonstration years from 2011 to 2016.

DSRIP Menu: A menu of HHSC and CMS-approved projects that contribute to delivery transformation and quality improvement. Only projects from this menu performed as outlined in an HHSC and CMS-approved RHP plan with corresponding metrics and milestones are eligible for payments from the DSRIP pool.

Intergovernmental Transfers (IGT): State and local funds derived from taxes, assessments, levies, investments, and other public revenues within the sole and unrestricted control of a governmental entity and eligible for federal match under the 1115 Transformation waiver. This does not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.

IGT Entity: A state agency or a political subdivision of the state—such as a city, county, hospital district, hospital authority, or state entity—with IGT eligible for federal match to fund an RHP's UC or DSRIP.

Medicaid managed care: A system under which the state pays a set fee each month to a health plan to provide care for a Medicaid client, who selects a primary doctor from the plan's network to coordinate care. This differs from a traditional fee-for-service system that bases provider payment on quantity of service rather than quality. In 2011, the Texas Legislature directed HHSC to expand managed care within the state Medicaid program with the goal of achieving high-quality, cost-effective health care.

Performing Provider (performer): A Medicaid provider participating in an RHP, who works with an IGT entity and likely other participants to implement a DSRIP project.

Program Funding and Mechanics Protocol (PFM Protocol): A document, drafted by HHSC and pending CMS approval, outlining DSRIP requirements for RHPs including the minimum number of projects, organization of the RHP Plan, plan review process, required reporting, allocation of available pool funds, valuation of projects, disbursement of funds, and plan modifications.

Regional Healthcare Partnerships (RHP): Regions developed throughout the State to more effectively and efficiently deliver care and provide increased access to care for low-income Texans under the 1115 Transformation waiver. Each RHP will include a variety of participants to adequately respond to the needs of the community.

RHP Participant: An entity participating in an RHP as outlined in an RHP plan. A participant may be an IGT entity, a performer, an anchor, or another stakeholder.

RHP Plans: A plan to identify the community needs, the projects, and investments under the DSRIP to address those needs, community healthcare partners, the healthcare challenges, and quality objectives of an RHP. These plans must be submitted to the State and CMS for approval and shall include estimated funding available by year to support UC and DSRIP payments. RHP anchoring entities shall provide opportunities for public input to the development of RHP plans, and shall provide opportunities for discussion and review of proposed RHP plans prior to plan submission to the State.

Texas Health and Human Services Commission (HHSC): The state governmental body that oversees the Texas health and human services system operations and administers programs including Medicaid and CHIP.

Texas Healthcare Transformation and Quality Improvement Program 1115 Waiver (the Transformation waiver): The vehicle approved by HHSC and CMS for expansion of managed care within the State Medicaid program while preserving federal supplemental hospital funding historically provided under the UPL program.

Uncompensated Care (UC): Costs of uncompensated care provided to Medicaid eligibles or to individuals who have no funds or third party coverage for services provided by the hospital or other providers.

Uncompensated Care Application (UC Protocol): The documentation needed for hospitals and other providers to report their uncompensated costs to receive reimbursement under the Transformation waiver.

Upper Payment Limit (UPL): Historic supplemental payments made to certain hospitals and providers to make up the difference between what Medicaid actually paid for Medicaid clients and what Medicare would have paid for the same services—when Medicaid is provided through managed care. UC and DSRIP funds available under the 1115 Transformation waiver replaced funding available under the former UPL program.

Below is a list of important dates for the development of the Region 7 RHP and a checklist to help facilitate the completion of these quickly arriving deadlines. This list should serve as a general guideline - your organization may need to address additional policies and requirements specific to your organization or future HHSC requirements.

Important Dates

July	
9	**DUE to Central Health: Qualitative Survey for the Community Needs Assessment**
13	Central Health Puts Community Needs Assessment in "Drop Box" for review
20	**DUE to Central Health: Draft DSRIP Projects**
23	**DUE to Central Health: Feedback on DRAFT Community Needs Assessment**
24	Central Health Posts DRAFT Projects on Website
27	RHP DSRIP Projects Public Hearing 1
30	RHP DSRIP Projects Public Hearing 2
Aug	
3	**DUE to Central Health: FINAL DSRIP Project Plans**
7	HHSC Planning Summit
8	HHSC Planning Summit
14	**DUE to Central Health: RHP Governance Finalized and Signed**
17	Draft RHP Plan Posted on Central Health Website
20	Central Health Board Meeting on RHP Plan
31	**FINAL PLAN DUE TO HHSC**

Partner Activities To Be Completed Before Aug 3

Partners need to develop their own timelines for these activities.

IGT Entities:

- ☐ Identify public funds eligible for IGT
- ☐ Determine pool of funding – UC or DSRIP
- ☐ Select Category 1 or 2 DSRIP projects if applicable
- ☐ Work with Performing Provider(s) to establish metrics for projects
- ☐ Secure stakeholder and public input on DSRIP as needed
- ☐ Identify executive member representation for RHP7
- ☐ Secure any required local government action to support participation
- ☐ Complete DSRIP Project template form for each proposed project

Performing Providers:

- ☐ Identify and affiliate with RHP7 IGT entity
- ☐ Work with IGT entity in DSRIP project selection and development
- ☐ Determine baseline data to be used for measurement of metrics

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale or lease of County owned properties. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 17, 2012	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along CR 266 Parcel 6 & 21. Possible action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 17, 2012	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
COBB	COBB	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along RM 150 in Precinct 1. Possible action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 17, 2012	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
JONES/INGALSBE	JONES	INGALSBE

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on FM 1626. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 17, 2012	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
JONES	JONES	N/A

SUMMARY

Summary to be provided in Executive Session.