Commissioners Court –January 13, 2015
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 **13th day of January, 2015**, 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	Presentation on the Hays County-Texas Department of Transportation Partnership Program FM 150 West Character Plan project. **WHISENANT/CONLEY**
2	5	Presentation by Chuck Tabor and Betsy Singleton regarding Medicaid Health Care Expansion. **INGALSBE**

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	6	Approve payments of county invoices. **HERZOG**
4	7-11	Approve Commissioners Court Minutes of January 6, 2015. **COBB/GONZALEZ**
5	12	Approve Out of State travel for Chief Jamie Page and Captain Mike Davenport to attend the American Jail Association Conference and Expo in North Carolina. **COBB/CUTLER**
6	13-20	Approve the hiring of Charles Williams, Jr. as a part-time Deputy Constable with Hays County Constable's Office, Precinct 4 in compliance with the Texas Local Government Code, Section 86.011(a), to fulfill the approved Interlocal Cooperative Agreement for law enforcement services for Hays County Water Control Improvement District No. 1 (Belterra). **WHISENANT/HOOD**
7	21-22	Approve Out of State Training for Deputy Steve Lucio to attend Precision Immobilization Technique Instructor Course in Fairfax, Virginia. **CUTLER/COBB**
8	23-39	Authorize the County Judge to execute various documents associated with the implementation of the Texas Department of Agriculture, Texas Community Development Block Grant (CDBG) Program for the Cedar Oak Mesa Water Supply Corporation, 2015 Water System Improvement Project. **CONLEY/HAUFF**
9	40-41	Authorize the Sheriff's Office to purchase a replacement printer and amend the budget accordingly. **COBB/CUTLER**
10	42-69	Authorize the purchase of an additional ArcGIS Software License for the planner position 1166-001 and amend the budget accordingly. **COBB/GARZA**
11	70-71	Budget the Personal Health Department of State Health Services TB Federal & State Grant in two cost centers per the DSHS guidelines. **COBB/GARZA**
12	72-74	Authorize the County Judge to execute a Funding Agreement between the City of Woodcreek and Hays County for the Jacobs Well Natural Area Interpretive Artifact Display. **COBB/GARZA**
13	75	Approve the reappointment of Lynn E. Alderson to the ESD #1 Board of Commissioners for a two year term ending December 31, 2016. **WHISENANT**
14	76	Approve the reappointments of Doyle Krumrey, Sharon O'Brien and Robert L. Schneider to the Hays County ESD #3 for additional two year terms. **INGALSBE**

ACTION ITEMS

ROADS

15	77-78	Discussion and possible action to call for a public hearing on January 27, 2015 to consider establishing traffic regulations on Four Star Blvd. at both exit drives from Trudy's restaurant. **WHISENANT/BORCHERDING**

SUBDIVISIONS

16	79-80	SUB-322 Replat of Lot 2B of the Revised Plat of Lot 2, Gatlin Ridge Subdivision (2lots). Discussion and possible action to approve final plat; continuation of public hearing. **WHISENANT/MCINNIS**
17	81-82	Call for a public hearing on January 27, 2015 to discuss final plat approval of the Resubdivision of Lot 5, Silver Spur Ranchettes Section 3 and a portion of Lot 1, Silver Spur Ranchettes Section 1. **WHISENANT/MCINNIS**
18	83-84	SUB-298 Tract 1, Wimberley Heights Ranches (2 lots). Discussion and possible action to approve Preliminary Plan. **CONLEY/MCINNIS**

MISCELLANEOUS

19	85-86	Discussion and possible action to promote and fund Health Check 2014 for Hays County employees and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect. **COBB/BAEN**
20	87-96	Discussion and possible action to authorize the County Judge to execute a Pharmaceutical Supply Agreement with Thorpe Lane Pharmacy for providing professional services to the Hays County Health Department. **INGALSBE/GARZA**
21	97-106	Discussion and possible action to authorize the County Judge to execute a Pharmaceutical Supply Agreement with MedPark Pharmacy for providing professional services to the Hays County Health Department. **INGALSBE/GARZA**

EXECUTIVE SESSIONS

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

22	107	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Orange. Possible action may follow in open court. **COBB**
23	108	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and/or deliberation regarding the Right of Way acquisition and construction at the intersection of Crystal Hill Drive and RR1826 located in Precinct 4. Possible action may follow in open court. **WHISENANT**
24	109	Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding the construction work on FM1626 located in Precinct 2. Possible action may follow in open court. **JONES**
25	110	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding acquisition of interests in real property pursuant to the Hays County Habitat Conservation Plan, including but not limited to approximately 110 acres located in Precinct 3 of Hays County. Possible discussion and/or action may follow in open court. **CONLEY**

STANDING AGENDA ITEMS

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

26	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **COBB/CUTLER**
27	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/CHAMBERS**
28	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **COBB**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9th day of December, 2014

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 on the Hays County-Texas Department of Transportation Partnership Program FM 150 West Character Plan project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 13, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	WHISENANT	CONLEY

SUMMARY

The Hays County-Texas Department of Transportation Partnership Program was formalized by an Advance Funding Agreement (AFA) executed between Hays County and the Texas Department of Transportation on December 18, 2013 and Texas Transportation Commission action on August 29, 2013 identifying project development funding (corridor study, schematic development, right-of-way preservation) for the FM 150 West Character Plan for FM 150 between Arroyo Ranch Road and RM 12. Since that time, the County has conducted a Public Workshop, established a Citizen Advisory Panel (CAP) and conducted the first (organizational) CAP meeting. The presentation will provide information regarding project status overview and anticipated progress schedule for this project

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 Chuck Tabor and Betsy Singleton regarding Medicaid Health Care Expansion.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 13, 2015	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
Chuck Tabor	INGALSBE	N/A

SUMMARY

Mr. Tabor has requested approximately 15 minutes to present information to Commissioners Court regarding the Medicaid Health Care Expansion

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	January 13, 2015	

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 January 6, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	

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 6TH DAY OF JANUARY A.D., 2015, 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. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Alan Cameron – San Marcos resident spoke on Agenda Item #8 and welcomed County Court at Law Judge David Glickler to the Veteran's Court.

30333 PRESENTATION OF CEREMONIAL SWEARING IN OF ALL NEWLY AND RE-ELECTED OFFICIALS TO HAYS COUNTY AND APPROVE THE ACCEPTANCE OF OFFICIAL BONDS

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve the acceptance of Official Bonds for Newly and Re-Elected Officials. All voting "Aye". MOTION PASSED

30334 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve payments of county invoices in the amount of $1,178,215.74 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

30335 APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 16, 2014

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of December 16, 2014 as presented by the County Clerk. All voting "Aye". MOTION PASSED

30336 ACCEPT A DONATION OF $1,000.00 TO HAYS COUNTY SHERIFF'S OFFICE VICTIM SERVICE PROGRAM AND AMEND THE BUDGET ACCORDINGLY

The Victim Services program received a donation from the San Marcos Lions Club and request to amend the budget accordingly. The funds will benefit the program to purchase supplies for victims and provide funding for training for the volunteer unit. Increase Revenue 001-618-99.899.4610 Contributions $1,000.00; Increase Expense 001-618-099.899.5201 General Supplies $1,000.00. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to accept a donation of $1000.00 to Hays County Sheriff's Office Victim Service Program and amend the budget accordingly. All voting "Aye". MOTION PASSED**

30337 APPROVE TRANSFER REQUEST FOR ONE ATV FROM THE HAYS COUNTY CIVIC CENTER TO THE SHERIFF'S OFFICE

The following asset is requested for transfer from the Civic Center to the Sheriff's Office. Landpride Trekker 4220 4WD ATV; Fixed Asset County Tag #: 16939 Serial #: 541978. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve transfer request for one ATV from the Hays County Civic Center to the Sheriff's Office. All voting "Aye". MOTION PASSED**

30338 APPROVE THE REAPPOINTMENT OF RON SPANGENBERG, EDDIE GUMBERT AND KEN DOWNING TO ESD #4 FOR A TWO YEAR TERM

All three terms are expiring in December. The three members wish to continue to serve. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the reappointment of Ron Spangenberg, Eddie Gumbert and Ken Downing to ESD #4 for a two-year term. All voting "Aye". MOTION PASSED**

30339 APPROVE UTILITY PERMITS

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Permit #939 on Old Goforth Road issued to PEC and Permit #940 on High Mesa Drive issued to HLAY as presented by the Transportation Department. All voting "Aye". MOTION PASSED

30340 CONFIRM THE DESIGNATION OF COUNTY COURT AT LAW #1 AS THE JUVENILE COURT AND COUNTY COURT AT LAW #2 AS VETERANS COURT

County Court at Law #1, Judge Robert Updegrove and County Court at Law #2, Judge David Glickler gave thanks to the Commissioners Court for their consideration of this item. These designations are per the agreement of the two County Court at Law Judges as of January 1, 2015. Amount required $1,400.00. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to confirm the designation of County Court at Law #1 as the Juvenile Court and County Court at Law #2 as Veterans Court. All voting "Aye". MOTION PASSED**

30341 AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE REPLACEMENT COMPUTER EQUIPMENT AND AMEND THE BUDGET ACCORDINGLY

The Sheriff's Office needs a replacement DVD/CD Copy Tower Stand-Alone DVD duplicator for investigative purposes. The tower will allow for investigators to make multiple copies of one disc at one time. No additional funds are needed they have been identified in Sheriff's Office Operating. Amount required $559.00. Decrease 001-618-00.5211/Office & Computer Equipment ($559.00); Increase 001-618-00.5712_400/Computer Equipment $559.00. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the Sheriff's Office to purchase replacement computer equipment and amend the budget accordingly. All voting "Aye". MOTION PASSED**

30342 AMEND VARIOUS DEPARTMENTAL BUDGETS IN PREPARATION FOR THE COUNTY'S FY2014 YEAR-END PROCESS

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to amend various Departmental Budgets in preparation for the County's FY 2014 year-end process. All voting "Aye". MOTION PASSED

30343 AUTHORIZE THE CONSTABLE PCT. 3 TO UTILIZE SAVINGS TO PURCHASE AN ADDITIONAL M5300 OPEN SKY MOBILE RADIO AND AMEND THE BUDGET ACCORDINGLY

Constable Darrell Ayers spoke of the approved $35k for a replacement vehicle with equipment. The Constable would like to utilize the remaining funds along with computer equipment savings and law enforcement supply savings to purchase the mobile radio needed to complete the equipment needs for the patrol vehicle. Amount required $ 2,808; Decrease Vehicles_Capital - ($1,469); Decrease Computer Eqpt - ($ 568); Decrease Law Enf Supplies - ($ 771); Increase Communication Eqpt - $2,808. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the Constable Pct. 3 to utilize savings to purchase an additional M5300 Open Sky Mobile Radio and amend the budget accordingly. All voting "Aye". MOTION PASSED**

30344 ACCEPT TWO DONATIONS FROM THE BURDINE JOHNSON FOUNDATION FOR THE HISTORICAL JAIL RESTORATION PROJECT AND THE BURLESON DOCUMENTARY AS WELL AS VARIOUS DONATIONS FOR THE BUCK WINN MURALS AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission Director has secured donations for Phase III of the Historical Jail Restoration, the Burleson Documentary and Buck Winn Mural projects. Amount required $ 127,210.00; Jail Restoration Phase III; Increase Revenue, Capital Contributions - 144-676-00.4614 - $100,000; Increase Expense, Misc Improvements - 144-676-00.5741 - $100,000; Burleson Documentary; Increase Revenue, Contributions - 141-676-00.4610 - $25,000; Increase Expense, Contract Srvcs - 141-676-00.5448 - $25,000; Buck Winn Murals; Increase Revenue, Capital Contributions - 141-676-00.4614 - $2,210; Increase Expense, Misc Equipment - 141-676-00.5719_700 - $2,210.

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept two donations from the Burdine Johnson Foundation for the Historical Jail Restoration Project and the Burleson Documentary as well as various donations for the Buck Winn Murals and amend the budget accordingly. All voting "Aye". MOTION PASSED

30345 APPROVE THE REAPPOINTMENT OF JENNIFER S. RODRIGUEZ, ROBERT AVERA AND ROBERT L. LOVE TO THE ESD #6 BOARD OF COMMISSIONERS FOR A TWO YEAR TERM ENDING DECEMBER 31, 2016

Jennifer S. Rodriguez, Robert Avera and Robert L. Love are currently serving in officer positions in the ESD #6. President: Robert L. Love, Secretary: Jennifer S. Rodriguez and Asst. Treasurer: Robert Avera. Judge Cobb will be meeting with the ESD's in the coming months for updates. **A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve the Reappointment of Jennifer S. Rodriguez, Robert Avera and Robert L. Love to the ESD #6 Board of Commissioners for a two year term ending December 31, 2016. All voting "Aye". MOTION PASSED**

30346 CALL FOR A PUBLIC HEARING ON JANUARY 20, 2015 TO CONSIDER ESTABLISHING TRAFFIC REGULATIONS ON CREEKWOOD DRIVE SOUTH (A.K.A. SOUTH CREEKWOOD DRIVE) IN DRIFTWOOD FALLS ESTATES SUBDIVISION

There is no speed limit posted at this time, therefore a 25 MPH speed limit is being considered. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to call for a public hearing on January 20, 2015 to consider establishing Traffic Regulations on Creekwood Drive South (a.k.a. South Creekwood Drive) in Driftwood Falls Estates Subdivision. All voting "Aye". MOTION PASSED**

30347 SUB-322 REPLAT OF LOT 2B OF THE REVISED PLAT OF LOT 2, GATLIN RIDGE SUBDIVISION (2 LOTS) **CONTINUE THE PUBLIC HEARING ON JANUARY 13, 2015**

Judge Cobb opened the public hearing. Roxie McInnis, Development Services Manager and Clint Garza, Director of Development and Community Services spoke. Gatlin Ridge is a recorded subdivision located off of Ranch Road 12 in Precinct 4. The proposed re-plat will divide the 50.292 acre lot into two lots. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities. In 1999, the Commissioners Court authorized a variance to allow more than one single family residence on the lots served by a shared access driveway that were being created at that time. The lots created by this plat are restricted to one single family residence per lot and are prohibited from further subdivision. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to continue the public hearing January 13, 2015, on the final plat of SUB-322 Replat of Lot 2B of the revised plat of Lot 2, Gatlin Ridge Subdivision (2 Lots). All voting "Aye". MOTION PASSED**

30348 SUB-312 REPLAT OF LOT 2 RIM ROCK RANCH ESTATES (2 LOTS) **APPROVE FINAL PLAT; HOLD A PUBLIC HEARING**

Judge Cobb opened the public hearing. No public input was received. Judge Cobb closed the public hearing. Roxie McInnis, Development Services Manager spoke and gave staff recommendation. Rim Rock Ranch Estates is a recorded subdivision located off of Ranch Road 32 in Precinct 3. The proposed replat will divide the 11.733 acre lot into two lots. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve final plat of SUB-312 Replat of Lot 2 Rim Rock Ranch Estates (2 Lots). All voting "Aye". MOTION PASSED**

30349 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RICHARD D. KIDD FOR PROVIDING PROFESSIONAL PRODUCTION SERVICES TO THE HAYS COUNTY HISTORICAL COMMISSION

The services are in the form of writing, directing, photography, and editing of documentaries on Hays County history. Amount required $25,000.00. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the County Judge to execute a Professional Services Agreement with Richard D. Kidd for providing Professional Production Services to the Hays County Historical Commission. All voting "Aye". MOTION PASSED**

30350 APPROVE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND BASTROP COUNTY FOR THE HOUSING OF HAYS COUNTY INMATES AT THE BASTROP COUNTY JAIL

Sheriff Gary Cutler, Captain Mark Cumberland and Lt. Eric Batch with the Hays County Sheriff Office spoke. The Interlocal Agreement will provide an alternative for the housing of Hays County inmates when necessary due to a lack of space at the Hays County Jail or other county jails currently utilized. Section 13 of the Interlocal Agreement is stated, County agrees to pay to Contractor, for the performance of the agreement, the sum of $45.00 per day of each prisoner confined in Contractor facilities. A day shall constitute any portion during a 24 hour period beginning and ending at midnight. Hays County agrees to reimburse Contractor for all extraordinary medical care and prescription drugs of Hays County prisoners. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve an Interlocal Agreement between Hays County and Bastrop County for the Housing of Hays County inmates at the Bastrop County Jail. All voting "Aye". MOTION PASSED**

DISCUSSION AND UPDATE ON FY 2015 PAYMENTS TO THE STATE OF TEXAS AS PART OF THE TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM

Chief of Staff, Lon Shell spoke. A total of $2,707,775 was approved during the budget process for FY 2015 Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver) payments. Payments have been made as follows: Uncompensated Care (UC) Hospital $24,214; settlement date 12/5/2014; Delivery System Reform Incentive Payment (DSRIP) $2,676,749.88; settlement date 1/5/2015; DSRIP monitoring $6,811.12 settlement date 1/5/2015.

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

Court convened into Executive Session at 10:07 a.m. and reconvened into opened court at 11:50 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, General Counsel Mark Kennedy, Chief of Staff Lon Shell, Mike Lewieck, Mike Shaunessy and Yahitza Nunez. No Action Taken.

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY

Lt. Eric Batch with the Hays County Sheriff Office gave and update on the Hays County Jail. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our recommendation to 311. The jail's daily average was 309 and peak was 319 on December 22th for the week of December 28, 2014 to January 3, 2015. The maximum female capacity is 76 inmates. Last week's average was 48 and peak was 50 on 12/31/2014. The maximum male capacity is 256 inmates. Last week's average was 261 and peak was 271 on 1/3/2015.

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Cobb was advised by Hays County Fire Marshall that the Burn Ban will remain lifted. Judge Cobb recommended that the public used extreme caution when conducting outdoor burning.

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

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adjourn court at 11:51 a.m.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on January 6, 2015.

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

Approve Out of State travel for Chief Jamie Page and Captain Mike Davenport to attend the American Jail Association Conference and Expo in North Carolina.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	2600.00

LINE ITEM NUMBER

001-618-00.5551 Continuing Ed

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler	COBB	N/A

SUMMARY

Out of state travel is needed in order to send Chief Jamie Page and Captain Mike Davenport to attend the American Jail Association Conference and Expo in Charlotte, North Carolina on April 19-23, 2015. This is the 34th annual AJA Conference and will cover topics such as Administration, Direct Supervision, Operations, Medical and Mental Health. The conference brings together sheriffs, jail administrators, operational managers, training officers, line officers, purchasing agents and elected officials across the country. All travel expenses will be paid for out of the Sheriff's Office Continuing Education general ledger.

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 hiring of Charles Williams, Jr. as a part-time Deputy Constable with Hays County Constable's Office, Precinct 4 in compliance with the Texas Local Government Code, Section 86.011(a), to fulfill the approved Interlocal Cooperative Agreement for law enforcement services for Hays County Water Control Improvement District No. 1 (Belterra).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	

LINE ITEM NUMBER

001-638-00.5021

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Ron Hood	WHISENANT	N/A

SUMMARY

Expenses for this item will be paid by WCID #1 according to the Interlocal Cooperative Agreement.

CONSTABLE RON HOOD
Hays County, Precinct 4

195 Roger Hanks Pkwy, #3
Dripping Springs, TX 78620
http://www.co.hays.tx.us/Constable-Precinct-4.aspx

Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

January 7, 2015

To: Hays County Commissioners Court

From: Ron Hood, Hays County Constable, Pct. 4

Subject: Budget Impact Analysis (BIA) for Part-Time Deputy Constable Position

Commissioners,

Below is a summary of the budgetary impact analysis for the part-time Deputy Constable position for the Hays County Water Control Improvement District No. 1 (District).

Per the "Interlocal Cooperative Agreement for Law Enforcement Services" between the District and Hays County, the District will bore the following cost for this part-time position:

$21,946	Base Salary
$360	Uniform Allowance
$1,706	FICA/Medicare
$2,721	Retirement
$26,733	Salary w/fringe
$4,000	Vehicle Usage Fee (fuel, maintenance, etc.)
$30,733	Total Cost

Per Article 2, Section 2.2 of the Agreement (attached), *"...The Annual Compensation shall be payable in quarterly lump-sum payments of seven thousand six hundred and eighty-three and 25/100 dollars ($7,683.25). The County shall send an invoice to the District's General Manager on or before the first (1st) day of December, March, June and September, and the District shall pay the quarterly portion of the Annual Compensation then due within thirty (30) days of receipt of such invoice."*

Respectfully submitted,

Ron Hood, Constable
Hays County, Pct. 4

INTERLOCAL COOPERATIVE AGREEMENT
FOR LAW ENFORCEMENT SERVICES

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

This Interlocal Cooperative Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and pursuant to Sections 49.216 and 51.241 of the Texas Water Code, by and between Hays County, a political subdivision of the State of Texas (the "County"), the Hays County Water Control Improvement District No. 1, a political subdivision of the State of Texas (the "District"). The County and the District are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the County and the District are political subdivisions within the meaning of the Interlocal Cooperation Act (the "Act");

WHEREAS, all of the District is located within the County;

WHEREAS, pursuant to Section 49.216 of the Texas Water Code, the District is authorized to contract for peace officers to provide patrol and other law enforcement services;

WHEREAS, the District is seeking to secure traffic regulation and general law enforcement services from the County to enhance public safety within the District;

WHEREAS, the District currently does not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement and the Act, the Hays County Constable for Precinct 4 (the "Constable") shall have the legal authority to enforce traffic regulations and other laws of the State of Texas within the established boundaries of the District; and

WHEREAS, the County and the District desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations and other laws of the State of Texas within the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Constable's Rights and Duties.

Pursuant to this Agreement, the Constable shall provide a peace officer licensed by the State of Texas to patrol the District for twenty (20) hours per week and to provide traffic-related law-enforcement services and law enforcement of other violations of law observed within the District's boundaries, without regard to race, religion, color, age, or national origin (the "Services"). The Parties hereby acknowledge that the Constable has limited resources and equipment with which to provide the Services in the District. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops in accordance with the Constable's standard procedures, assist in prosecution, and do all things normally and customarily done in the normal traffic regulation and law enforcement work performed by the Constable, in performance of the Services. The Parties agree that the Constable and his agents shall not be responsible for enforcing the Covenants, Conditions, and Restrictions (CC&R's) of the Belterra Subdivision or any other similar neighborhood regulations. Rather, the Constable and his agents shall be responsible for enforcing the Texas Traffic Code, the Texas Penal Code, and other laws of the State of Texas, as applicable in the discretion of the Constable, if and when violations of such laws are observed by or reported to the Constable or his agents.

1.1 Traffic citations and/or other Class C misdemeanor citations issued by the Constable shall be filed and adjudicated in the Precinct 4 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. The District may request that any violation of the District's Rules and Regulations constituting a Class C misdemeanor be prosecuted by the Office of the Criminal District Attorney for Hays County, which office shall have absolute and unmitigated discretion in determining whether such violation shall be prosecuted. Any fine collected shall be deposited into the General Fund of Hays County.

1.2 The County acknowledges that traffic-related law enforcement is essential during both daytime and evening hours, and the Constable shall exercise his best judgment and efforts to provide such services during evening hours in a manner accommodating the Constable's scheduling and administrative needs.

1.3 Pursuant to this Agreement and Sections 51.128, 51.241 and 49.216 of the Texas Water Code, the Constable shall be authorized to enforce the District's duly adopted Rules and Regulations, in the Constable's sole discretion; provided however, that the District's Rules and Regulations and other laws of the State of Texas governing vandalism or destruction of property owned or controlled by the District, trespass to such property, animal restraint on such property, or unauthorized operation of a motor vehicle or heavy equipment on such property shall be enforced by the Constable. The Constable will provide, upon request by the District, such affidavits and testimony as may be necessary and appropriate in connection with the District's issuance and enforcement of civil penalties or fines for violations of the District's Rules and Regulations.

1.4 NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONSTABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 4 IN HAYS COUNTY. IF THE DISTRICT IS DISSATISFIED IN ANY WAY WITH THE PERFORMANCE OF THE CONSTABLE, THE DISTRICT'S SOLE REMEDY SHALL BE TERMINATION PURSUANT TO ARTICLE 4 BELOW.

Article 2. District's Rights and Duties.

2.1 The District agrees to allow the County to retain any fees collected by the Justice Court. The District further agrees to cooperate with the Constable and provide such equipment and personnel for the use of the Constable as may be reasonably requested from time to time to carry out the purposes of this Agreement. The foregoing notwithstanding, the District shall be under no obligation to acquire equipment or hire personnel in furtherance of this Agreement.

2.2 In return for the Services provided by the Constable, the District agrees to pay to the County the sum of thirty thousand seven hundred and thirty-three and no/100 dollars ($30,733.00) per annum (the "Annual Compensation"), which represents compensation to the County for actual costs related to the employment of personnel by the Constable, and estimated vehicle and fuel costs related to patrol of the District, incurred by the Constable in performance of the Services. The Annual Compensation shall be payable in quarterly lump-sum payments of seven thousand six hundred and eighty-three and 25/100 dollars ($7,683.25). The County shall send an invoice the District's General Manager on or before the first (1st) day of December, March, June and September, and the District shall pay the quarterly portion of the Annual Compensation then due within thirty (30) days of receipt of such invoice.

2.3 Notwithstanding the District's commitment to provide equipment as set forth in ARTICLE 2.1 above, the District shall not be obligated to directly compensate the County for the purchase or lease of a vehicle for use in performing the Services, but shall pay a flat-rate annual vehicle usage fee of four-thousand and no/100 dollars ($4,000.00), which amount is included in the Annual Compensation as set forth in the foregoing. The County will provide liability insurance coverage under the County's risk pool policies, the cost of which is also included in the Annual Compensation as set forth in the foregoing.

Article 3. Administration.

The Constable will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The Constable agrees that the Constable, its agents, officers, and other personnel performing services pursuant to this

Agreement will at no time present themselves to be agents, officers or representatives of the District. The contact person and representative for the County is the Constable, or his designee, and the contact persons and representatives for the District is the District Board President and the District General Manager.

Article 4. Term of Agreement and Renewal.

This Agreement shall be approved by the Hays County Commissioners Court, the Hays County Constable for Precinct 4, and the Districts as evidenced by the signatures below, and shall become effective the date of the last signature as set forth below. This Agreement may be terminated, with or without cause, by either party hereto by giving thirty (30) days written notice of termination to the other party via certified mail, return receipt requested. This Agreement may be renewed annually and, absent notice otherwise by any other party, shall be renewed automatically each year. However, each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.

The relationship of the County and the District is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the District, and the District shall be responsible for indemnifying all Parties of this Agreement, to the extent provided by law, with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the District. The District shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County or Constable, and the County shall be responsible, for indemnifying the District, to the extent provided by law, with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County or Constable. The District will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the District, the County, the Constable and their respective agents, officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by the District, its agents, officers and employees. Nothing in this Article shall be construed to be a waiver of sovereign, official, or other immunities enjoyed by any of the Parties to this Agreement.

Article 6. Miscellaneous.

6.1 The County and the Constable shall have exclusive control, supervision and policy-making authority for and with respect to the Services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement.

6.2 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the District, the County or the Constable, or to create any legal rights or claim on behalf of any third party. Neither the County, the District nor the Constable waives or surrenders any defenses, immunities or rights whatsoever, including, but not limited to, governmental or

official immunity, except to the extent expressly set forth in this Article 6.2. The Parties mutually waive governmental immunity from suit and liability only as to any action brought by a signatory party hereto to pursue remedies available for breach of this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this Article shall waive any defenses, immunities or rights that a Party has with respect to suits against such Party by persons or entities not a Party to this Agreement.

6.3 This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas, hereby submit to the jurisdiction of the courts of Hays County, Texas, and agree that any such court shall be a proper forum for the determination of any dispute arising hereunder; provided, however, that any dispute between the Parties concerning performance hereunder shall first be submitted to non-binding mediation.

6.4 This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

Article 7. NOTICE.

Any notice provided for under this Agreement shall be forwarded to the following addresses:

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

Hays Water Control Improvement
District #1
Board President
c/o Severn Trent Services
14050 Summit Dr., Suite 113
Austin, TX 78728-7101

[Remainder of Page Left Blank Intentionally; Execution Page Follows]

IN WITNESS WHEREOF, The parties hereby execute in duplicate and attest this Agreement to be in full force and effect as of the date of the last signature as set forth below.

Hays County, Texas

Attest:

Liz Gonzalez
Hays County Clerk
Date: 10/7/14

Judge Bert Cobb, M.D.
Hays County Judge
Date: 10-7-2014

Hays Water Control Improvement District #1

Attest:

Dan Robison
Secretary of the Board
Date:_____

Doug Botts
President of the Board
Date: 9/11/14

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 Training for Deputy Steve Lucio to attend Precision Immobilization Technique Instructor Course in Fairfax, Virginia

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	88.00

LINE ITEM NUMBER

001-618-00.5551 Continuing Ed

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler	COBB	N/A

SUMMARY

The Hays County Sheriff's Office would like to send Deputy Steve Lucio to attend the Precision Immobilization Technique (PIT) Instructor Course in Fairfax, VA on February 9-10, 2015. This training will allow Deputy Lucio, who is assigned to the Sheriff's Office Training Academy, to bring back course materials and instruct Deputies on how to properly apply the PIT Technique. This course is a 2 day training covering the history of PIT, the equipment needed and includes hands on practice performing the technique. Deputy Lucio is the Sheriff Academy's lead Driving Instructor and this training will build on his knowledge of the subject. Registration and travel fees will be paid for out of LEOSE, Per diem will be paid for out of the Sheriff's Office Continuing Education general ledger.

FAIRFAX COUNTY CRIMINAL JUSTICE ACADEMY
EMERGENCY VEHICLE OPERATIONS CENTER
PRECISION IMMOBILIZATION TECHNIQUE INSTRUCTOR COURSE

This course is a two day comprehensive course designed to teach current Driver Training Instructors how to teach the Precision Immobilization Technique. The first day begins with the history of P.I.T. as taught and employed by the Fairfax County Police Department. The next phase of training deals with the equipment issues as it pertains to the vehicles used to train the technique.

The students then receive training on the "Box In" or rolling roadblock. This block includes classroom instruction, a demonstration, and practice performing the technique. Students will practice all three positions (Front, side, and rear). Also included in this block are special concerns when teaching this technique.

Next, the students receive classroom training on the Precision Immobilization Technique. This class deals with the vehicle dynamics involved and the principles behind the technique. Also included are problems encountered during training and how to deal with them. After the classroom portion, the students receive an actual demonstration of the technique before practicing the technique with an Instructor in the car.

The remainder of the first day is open practice for the students to practice the Precision Immobilization Technique, while being closely monitored by the Emergency Vehicle Operations Center staff.

On day two, after students have received in car training on the technique, they become the instructor and our staff becomes the "Students" and the new instructor teaches the technique. The "Students" pose problems encountered during training. At the end of the second day, all students receive a 1 ½ hour legal lecture on the legal considerations of employing the PIT technique. This class includes a written exam.

The final block of instruction is a course called "Cat and mouse" which is a mock pursuit in which the student performs a PIT maneuver on the violator. The student has an in car instructor riding with them to provide real time critiques and instruction.

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 various documents associated with the implementation of the Texas Department of Agriculture, Texas Community Development Block Grant (CDBG) Program for the Cedar Oak Mesa Water Supply Corporation, 2015 Water System Improvement Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	CONLEY	N/A

SUMMARY

Hays County is serving as the sponsor for a Texas Department of Agriculture (TDA), Texas Community Development Block Grant Program award of $275,000 for the Cedar Oak Mesa Water Supply Corporation water distribution system improvements (piping and appurtenances) in their service area near Wimberley. These are federal grant funds and require compliance with various requirements for non-discrimination, accessibility and other civil rights issues.

The forms and resolutions included regard appointment of a Civils Rights Officer, a statement of policy for fair housing, nondiscrimination/accessibility policy on basis of disability, plan for accommodation of those with limited English language proficiency, an Excessive Force Policy (Resolution) for nonviolent civil rights demonstrations, accommodation of Section 3 businesses and residents in projects utilizing CDBG funds (Resolution), and procedures for filing complaints or grievances.

It is proposed that the Human Resources Director be named the Civil Rights Officer to investigate and respond to any violations of civil rights issues.

A1008

Designation of Civil Rights Officer

~~City~~/County: Hays County TxCDBG Contract # 7214211

Address: Hays County Government Center
712 S. Stagecoach Trail, Ste. 1063
San Marcos, Texas 78666

Telephone Number: (512) 393-2215

****

I, Bert Cobb, County Judge, do hereby appoint Dee Dee Baen, Human Resources Director, as the Civil Rights Officer for Hays County.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Hays County, as required by the Texas Community Development Block Grant Program Contract No. 7214211.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in Exhibit E of the TxCDBG contract.

Civil Rights Officer:_____
(Signature) Dee Dee Baen, Human Resources Director

Appointed by:_____ Date: _____
(Signature) Bert Cobb, County Judge

COMPLAINT PROCEDURES

FOR THE

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In order to comply with the Texas Department of Agriculture's Office of Rural Affair's Complaint System, 10 T.A.C. Part 6, Chapter 225, Subpart A, the following citizen complaint procedures, adopted by Hays County, Texas, are intended to provide a timely written response to all complaints and grievances made against the County and the Community Development Block Grant Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by a block grant administered by the County may submit such comment or complaint in writing to Dee Dee Baen, Human Resources Director, Hays County Courthouse, 111 E. San Antonio St., Ste. 300, San Marcos, Texas 78666, or by phone at (512) 393-2205.

2. The Human Resources Director or appointee shall conduct an investigation into same and report the findings to the Commissioners' Court.

3. The Commissioners' Court shall notify the complainant, in writing, of the findings of any investigation conducted within 10 working days after being presented in a regularly scheduled meeting of the Commissioners' Court, and what action, if any, is deemed necessary.

4. A copy of the above outlined comment and/or complaint procedures can be obtained at the Hays County Government Center, Human Resources Department, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday (except holidays). Citizens may also request the procedures be mailed to them by calling Dee Dee Baen, Human Resources Director, at (512) 393-2215.

_____ _____

Signature – County Judge *Date*

POLICY OF NONDISCRIMINATION

ON THE BASIS OF DISABILITY

Hays County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Dee Dee Baen, Hays County Human Resources Director, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. Date June, 1988). Ms. Baen can be reached at the Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215.

_____ _____

Signature – County Judge *Date*

Section 504 Grievance Procedure

Hays County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that *"No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."*

Complaints should be addressed to: Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, (512) 393-2215, who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Dee Dee Baen, Human Resources Director. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Dee Dee Baen, Human Resources Director, and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of Hays County relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to Hays County.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Hays County complies with Section 504 and HUD regulations.

_____ _____

Signature – County Judge *Date*

A1006

Section 504 Self-Evaluation Form

Contractor Locality: Hays County **TxCDBG Contract No:** 7214211

Brief Description of Project: Water Improvements to the Cedar Oaks Mesa WSC

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.
   Dee Dee Baen, Hays County Human Resources Director

2. Identify the individual(s) with handicaps and/or organizations (representing persons with handicaps) that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review
   All notices from the County include the County's policy of nondiscrimination. No organization has come forward to the county to discuss this issue.

3. Describe Section 504 nondiscrimination notification procedures (example: newspaper advertisements, utility inserts, flyers, postings at public facilities).
   All public notices, advertisements for employment and personnel policies include the County's Policy of Nondiscrimination. The County Judge has published a policy letter to all employees regarding EEO which includes ADA information.

4. List policies that may limit participation of individuals with handicaps in Contractor programs, projects, and activities.
   None known

5. Identify and list public facilities that limit accessibility. None known

6. Describe contractor in-house procedures for circulating information on Section 504 and procedures for staff training on Section 504.
   Hays County's Records & Claims Specialist conducts orientation for all new employees at which time County policy regarding nondiscrimination of handicapped personnel is reviewed.

7. Identify Section 504 contractor complaint procedures
   The County requires all complaints be submitted in writing. If the complaint cannot be resolved by the appropriate Department Head, Elected Official, Personnel Director or County Civil Rights Officer, then it is referred to the Commissioner's Court.

8. Describe Contractor's efforts to ensure compliance of Section 504 by third party contractors (Construction Contractors, Engineers, and Administrators etc.)
   County procurement policies require compliance with equal employment opportunity and nondiscrimination of handicapped persons.

9. Describe Contractor's efforts to make documents and publications available to individuals with handicaps (examples: large print, audio tape, Braille, computer disks).
   Enlarged copies of county publications and tapes of commissioner's court meetings are available from the County Clerk's office. Documents will be read aloud on request. All rooms in County buildings are identified in Braille.

10. List special information services that are available (examples: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio visual presentations, automated electronic devices, assistive listening devices, documents in Braille etc.)
    The 911 emergency service is operated through the Sheriff's office and is equipped with hearing and listening devices, as well as some residents have Braille encoded telephone lines to their homes.

11. List emergency evacuation procedures
    The County's Emergency Management Coordinator and the County's Fire Marshal coordinate plans in the event of an emergency evacuation. The Sheriff's Department would also be called on to assist and disseminate emergency evacuation information. The County has set up a website for emergency information: haysinformed.com

Signature – County Judge *Date*

A1003

Excessive Force Policy

Resolution No. _____

Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the following Hays County, State of Texas, as follows:

ARTICLE I

It is the policy of Hays County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The county also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the county to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the Commissioners Court of Hays County, on the 13th day of January, 2015.

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

COUNTY OF HAYS, STATE OF TEXAS
I, Liz Q. Gonzalez, County Clerk for the Commissioners' Court of Hays County, Texas, do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners' Court of Hays County, Texas, in a Regular Meeting held on January ____,_____ 2014

ATTESTED TO BY: _____
Liz Q. Gonzalez, Hays County Clerk

A1010

Limited English Proficiency Plan

Grant Recipient:	Hays County #7214211
Community Population:	147,847
Population with Limited English Proficiency:	6.7% (9,927)
Languages spoken by more than 5% of population per ACS:	English and Spanish

Program activities to be accessible to LEP persons:

- ☐ Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
- ☐ Publications regarding environmental reviews, civil rights, and other program requirements
- ☐ Other program documents: As identified, requested or needed

Public notices and publications regarding the CDBG program will contain the following statement: *Para más información en español, comuníquese con Dee Dee al (512) 393-2215.*

Resources available to Grant Recipient:

- ☐ Translation services: for the Spanish language, contact Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215.
- ☐ Interpreter services: for the Spanish language, contact Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail., Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215.
- ☐ Other resources: _____

Language Assistance to be provided:

- ☐ Translation (oral and/or written) of advertised notices and vital documents for: Spanish language persons – available upon request by contacting Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215.
- ☐ Referrals to community liaisons proficient in the language of LEP persons Available upon request, contact Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215 for referral to community liaisons .
- ☐ Public meetings conducted in multiple languages: _____
- ☐ Notices to recipients of the availability of LEP services: Spanish language persons – upon request or as needed. Contact Dee Dee Baen, Human Resources Director, Hays County Government Center, 712 S. Stagecoach Trail, Ste. 1063, San Marcos, Texas 78666, or by phone at (512) 393-2215.
- ☐ Other services: _____

_____

Signature - Civil Rights Officer or Chief Local Official

RESOLUTION NO. _____

Section 3 Program Resolution

A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Hays County has been funded under the Texas Community Development Program, and

WHEREAS; Hays County is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a TxCDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents:

WHEREAS; Hays County will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

1. The Commissioners Court has reviewed and hereby agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the TxCDBG program/project is being carried out.

2. The Commissioners Court hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.

3. The Commissioners Court hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal Opportunity/Fair Housing Officer.

4. The Commissioners Court hereby agrees that the County will notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; local advertising media including public signage; and including Section 3 clauses in all TxCDBG solicitations and contracts.

5. The Commissioners Court hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

6. The Commissioners Court hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

7. The Commissioners Court hereby agrees to require that all Prime contractors and subcontractors on TxCDBG projects with contracts over $100,000 commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Grant Recipient.

8. The Commissioners Court hereby agrees to submit reports as required by the TxCDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

9. The Commissioners Court hereby agrees to maintain records for the TxCDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Hays County, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the Commissioners Court of Hays County held on the13th day of January, 2015.

_____
Bert Cobb, County Judge

ATTEST:

_____
Liz Q. Gonzalez, County Clerk

Fair Housing

DECLARATION OF POLICY

It is hereby declared to be the policy of Hays County to bring about through fair, orderly and lawful procedures, the opportunity of each person to obtain housing without regard to race, color, religion, sex, national origin, physical or mental handicap, or familial status.

It is further declared that such policy is established upon a recognition of the inalienable rights of each individual to obtain housing without regard to race, color, religion, sex, national origin, physical or mental handicap, or familial status and further that the denial of such rights through considerations based on these protected classes is detrimental to the health, safety and welfare of the inhabitants of the county and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Definitions

As used in this policy the following words and phrases shall have the meanings respectively ascribed to them in this section unless the context requires otherwise:

Director means the Human Resources Director of Hays County or authorized assistant.

Discriminatory housing practice means an act which is unlawful under this policy.

Dwelling means any building, structure or portion thereof which is occupied as, or designed and intended for occupancy as, a residence by one or more persons and any vacant land which is offered for sale or lease for the construction or location thereof of any such building, structure or portion thereof.

Family means a single individual or a group of individuals living together under one common roof.

Major life activities means functions such as, but not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Person means one of more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Physical or mental handicap means any physical or mental impairment which substantially limits one or more major life activities.

Physical or mental impairment shall include:

(1) Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one of more of the following body systems: neurological; musculoskeletal; special

sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

To rent includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

Senior adult means a person fifty-five (55) years of age or older.

Interpretation and Effect

This policy shall in no way be interpreted as creating or expanding a judicial right or remedy which is the same or substantially equivalent to the remedies provided under Title VIII of the Civil Rights Act of 1968, as amended or the Federal Equal Credit Opportunity Act (15 U.S.C. 1691). All aggrieved parties shall retain the rights granted to them to Title VIII of the Civil Rights Act of 1968, as amended and the Federal Equal Credit Opportunity Act. In construing this policy, it is the intent of the Hays County Commissioners Court that the courts shall be guided by Federal Court Interpretations of Title VIII of the Civil Rights Act of 1968, as amended, and the Federal Equal Credit Opportunity Act, where appropriate.

Discrimination in the Sale or Rental of Housing

Except as exempted, it shall be a violation of this policy:

(1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

(2) To discriminate against any person in the terms, conditions, or privileges of a sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

(3) To make, print or publish or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation of discrimination based on race, color, religion, sex, national origin, physical or mental handicap, or familial status, or an intention to make any such preference, limitation or discrimination.

(4) To represent to any person because of race, color, religion, sex, national origin, physical or mental handicap, or familial status, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, national origin, physical or mental handicap, or familial status.

Discrimination in Housing Financing

It shall be a violation of this policy for any bank, building and loan association, insurance company, or other person whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, color, religion, sex, national origin, physical or mental handicap, or familial status of such person or such persons associated therewith or because of the race, color, religion, sex, national origin, physical or mental handicap, or familial status, of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings for which such loan or other financial assistance is to be made or given.

Discrimination in Providing Brokerage Service

It shall be a violation of this policy for any person to deny another person access to membership in, or participation in any multiple listing service, real estate brokers' organization, or other service, organization or facility relating to the business of selling and renting dwellings or to discriminate against another person in the terms or conditions of such access, membership or participation, on account of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

Unlawful Intimidation

It shall be a violation of this policy for any person to harass, threaten, harm, damage or otherwise penalize any individual, group or business because such individual, group, or business has complied with the provisions of this ordinance or has exercised in good faith rights under this policy, or has enjoyed the benefits of this policy, or because such individual, group, or business has made a charge in good faith, testified in good faith or assisted in good faith in any manner in any investigation, or in any proceeding hereunder or has made any report to the Human Resources Director.

Exemptions and Exclusions

(a) Nothing in this policy shall apply to:

(1) Any single-family house sold or rented by an owner, provided that:

a. Such private individual owner does not own more than three (3) single-family houses at any one time; and,

b. If the owner does not reside in the house at the time of the sale or was not the most recent resident of such house prior to the sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four (24) month period; and,

c. Such bona fide private individual owner does not own any interest in, nor is there owned or reserved on such person's behalf, under any express voluntary agreement, title to or any right to all or any portion of the proceeds from the sale or rental of more than three (3) such single-family houses at any one time; and,

d. The sale or rental is made without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person; and

e. The sale or rental is made without the publication, posting or mailing of any advertisement or written notice in violation of this ordinance; but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as necessary to perfect or transfer the title.

(2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(b) For the purposes of subsection (a), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or nay interest therein; or,

(2) He has, within the preceding twelve (12) months, participated as agent, other than in the sale of his own personal residence in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or

(3) He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(c) Nothing in this policy shall prohibit a religious organization, association or society or a nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to person of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, sex, national origin, physical or mental handicap, or familial status.

(d) Nothing in this policy shall prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members, or from giving preference to its members.

(e) Nothing in this policy shall bar any person from owning and operating a housing accommodation in which rooms are leased, subleased or rented only to persons of the same sex, when such housing accommodation contains common lavatory, kitchen or similar facilities available for the use of all persons occupying such housing accommodation.

(f) Nothing in this policy shall prohibit the sale, rental, lease or occupancy of any dwelling designed and operated exclusively for senior adults and their spouses, unless the sale, rental, lease or occupancy is further restricted on account of race, color, religion, sex, national origin, physical or mental handicap or familial status.

(g) Nothing in this policy shall bar a person who owns, operates or controls rental dwellings whether located on the same property or on one or more contiguous parcels of property, from reserving any grouping of dwellings for the rental or lease to tenants with a minor child or children; provided however, in the event that said reserved area is completely leased or rented, the person owning, operating or controlling said rental dwelling may not refuse to rent or lease any other available dwelling to the prospective tenant on the basis of the tenant's status as parent or any other of the protected classifications set forth in this ordinance.

Violations

No person shall violate any provision of this policy, or knowingly obstruct or prevent compliance with this policy.

ENFORCEMENT

Generally

The Human Resources Director of Hays County shall have the responsibility of administering and monitoring this policy. The Human Resources Director may delegate the authority to administer and/or monitor to other designated county employees.

Complaints - Generally

(a) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereinafter referred to as the "charging party") may file a complaint with the Human Resources Director. Such complaints shall be in writing and shall identify the person alleged to have committed or alleged to be committing a discriminatory housing practice and shall state the facts upon which the allegations of a discriminatory housing practice are based. The Human Resources Director shall prepare complaint forms and furnish them without charge to any person, upon request.

(b) The Human Resources Director shall receive and accept notification and referral complaints from the U.S. Attorney General and the Secretary of Housing and Urban Development pursuant to the provisions of Title VIII, Fair Housing Act of 1968, Public Law 90-284, and shall treat such complaints hereunder in the same manner as complaints filed pursuant to subsection (a) of this section.

(c) All complaints shall be filed within one hundred eighty (180) days following the occurrence of an alleged discriminatory housing practice. Upon the filing or referral of any complaint, the Human Resources Director shall provide notice of the complaint by furnishing a copy of such complaint to the person named therein (hereinafter referred to as the "respondent") who allegedly committed or were threatening to commit an alleged discriminatory housing practice. The respondent may file an answer to the complaint within fifteen (15) days of receipt of the written complaint.

(d) All complaints and answers shall be subscribed and sworn to before an officer authorized to administer oaths.

(e) If at any time the Human Resources Director shall receive or discover credible evidence and shall have probable cause to believe that any person or persons have committed a discriminatory housing practice as to which no complaint has been filed or is about to be filed, the Human Resources Director shall direct the complaining party to the appropriate venue for the filing of said complaint.

Investigation and Conciliation

(a) Upon the filing or referral of a complaint as herein provided, the Human Resources Director shall cause to be made a prompt and full investigation of the matter stated in the complaint; provided, however, that before any charge becomes accepted for investigative purposes, the Human Resources Director or an investigator shall have personally reviewed with the charging party the allegations contained therein and shall have determined that said charge comes within the provisions of this policy. In the event such review results in the determination that a particular charge does not come within the provisions of this policy, the charging party shall be given a clear and concise explanation of the reasons why it does not.

(b) If the Human Resources Director determines that there is not probable cause to believe that a particular alleged discriminatory housing practice has been committed, the Human Resources Director shall take no further action with respect to that alleged offense.

(c) During or after the investigation, but subsequent to the mailing of the notice of compliant, the Human Resources Director shall, if it appears that a discriminatory housing practice has occurred or is threatening to occur, attempt by informal endeavors to effect conciliation, including voluntary discontinuance of the discriminatory housing practice and to obtain adequate assurance of future voluntary compliance with provisions of this policy. Nothing said or done in the course of such informal endeavors may be made public by the Human Resources Director, the

commission, the investigator, the conciliator, the charging party, or the respondent, or be used as evidence in a subsequent proceeding without the written consent of all persons concerned.

(d) Upon completion of an investigation where the Human Resources Director has made a determination that a discriminatory housing practice has in fact occurred, if the Human Resources Director is unable to secure from the respondent an acceptable conciliation agreement, then the Human Resources Director shall direct the complaining party to the appropriate venue for the filing of said complaint and shall deliver findings to the judicial or administrative authority for that venue, upon request of the complaining party.

As officers and representatives of Hays County, we the undersigned have read and fully agree and become a party to the full implementation of this policy.

PASSED AND ADOPTED at a regular meeting of the Commissioners Court of Hays County held on the 13th day of January, 2015.

_____
Bert Cobb, County Judge

ATTEST:

_____
Liz Q. Gonzalez, 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

Authorize the Sheriff's Office to purchase a replacement printer and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	$919.00

LINE ITEM NUMBER

001-618-00.5712_400/Office Equipment

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

The I.T. Department informed us that a replacement printer in the Training Division is in need of replacement. The current one is no longer operable. No additional funds are needed, they have been identified in Sheriff's Office Operating.

Budget Amendment
001-618-00.5333/Training Academy ($919.00)
001-618-00.5712_400/Office Equipment $919.00

AMENDMENT NO.
FY2015-010CC
FY 2015 BUDGET
1/13/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
GENERAL FUND (001):						
Agenda Item #9						
Sheriff's Office:						
	001-618-00.5712_400	Computer Equipment_Op	37,663	919		38,582
	001-618-00.5333	Training Academy	17,025		(919)	16,106
*Amend for replacement printer for the Training Division.						
Agenda Item #10						
Development Services:						
	001-657-00.5718_400	Software_Operating	0	1,800		1,800
	001-657-00.5021	Staff Salaries	679,992		(1,800)	678,192
*Amend for additional ArcGIS Software License for planner.						
FAMILY HEALTH SERVICES FUND (120):						
Agenda Item #11						
Personal Health - TB Program:						
	Federal:				(Revenue)	
	120-675-99-087.4301	Intergovernmental Revenue	0		22,618	22,618
	120-675-99-087.5021	Staff Salaries	0	13,886		13,886
	120-675-99-087.5101_100	FICA	0	881		881
	120-675-99-087.5101_200	Medicare	0	217		217
	120-675-99-087.5101_300	Retirement	0	1,797		1,797
	120-675-99-087.5160_400	Medical Insurance	0	5,599		5,599
	120-675-99-087.5160_500	Dental Insurance	0	209		209
	120-675-99-087.5160_600	Life Insurance	0	29		29
	120-675-99-087.5448	Contract Services	0	4,274		4,274
	120-675-99-087.5501	Travel	0	200		200
	120-675-99-087.5551	Continuing Education	0	50		50
	State:			(Revenue)		
	120-675-99-022.4301	Intergovernmental Revenue	49,198	22,618		71,816
	120-675-99-022.5021	Staff Salaries	30,034		(13,886)	16,148
	120-675-99-022.5101_100	FICA	1,863		(881)	982
	120-675-99-022.5101_200	Medicare	436		(217)	219
	120-675-99-022.5101_300	Retirement	3,665		(1,797)	1,868
	120-675-99-022.5160_400	Medical Insurance	11,198		(5,599)	5,599
	120-675-99-022.5160_500	Dental Insurance	418		(209)	209
	120-675-99-022.5160_600	Life Insurance	57		(29)	28
	120-675-99-022.5448	Contract Services	12,800		(4,274)	8,526
	120-675-99-022.5501	Travel	500		(200)	300
	120-675-99-022.5551	Continuing Education	100		(50)	50
				49,760	(49,760)	
*Budget DSHS TB Program Federal and State award in separate cost centers.						

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 purchase of an additional ArcGIS Software License for the planner position 1166-001 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	$1,800.00

LINE ITEM NUMBER

001-657-00.5718_400

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

When Development Services budgeted for the planner position, all equipment was included in those figures except the purchase of the ArcGIS License which is needed to perform their daily job duties.

See attached quote from ESRI.

Decrease Salaries	001-657-00.5021	$1800.00
Increase Software Operating	001-657-00.5718_400	$1800.00

AMENDMENT NO.
FY2015-010CC
FY 2015 BUDGET
1/13/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
GENERAL FUND (001):						
Agenda Item #9						
Sheriff's Office:						
	001-618-00.5712_400	Computer Equipment_Op	37,663	919		38,582
	001-618-00.5333	Training Academy	17,025		(919)	16,106
*Amend for replacement printer for the Training Division.						
Agenda Item #10						
Development Services:						
	001-657-00.5718_400	Software_Operating	0	1,800		1,800
	001-657-00.5021	Staff Salaries	679,992		(1,800)	678,192
*Amend for additional ArcGIS Software License for planner.						
FAMILY HEALTH SERVICES FUND (120):						
Agenda Item #11						
Personal Health - TB Program:						
	Federal:				(Revenue)	
	120-675-99-087.4301	Intergovernmental Revenue	0		22,618	22,618
	120-675-99-087.5021	Staff Salaries	0	13,886		13,886
	120-675-99-087.5101_100	FICA	0	881		881
	120-675-99-087.5101_200	Medicare	0	217		217
	120-675-99-087.5101_300	Retirement	0	1,797		1,797
	120-675-99-087.5160_400	Medical Insurance	0	5,599		5,599
	120-675-99-087.5160_500	Dental Insurance	0	209		209
	120-675-99-087.5160_600	Life Insurance	0	29		29
	120-675-99-087.5448	Contract Services	0	4,274		4,274
	120-675-99-087.5501	Travel	0	200		200
	120-675-99-087.5551	Continuing Education	0	50		50
	State:			(Revenue)		
	120-675-99-022.4301	Intergovernmental Revenue	49,198	22,618		71,816
	120-675-99-022.5021	Staff Salaries	30,034		(13,886)	16,148
	120-675-99-022.5101_100	FICA	1,863		(881)	982
	120-675-99-022.5101_200	Medicare	436		(217)	219
	120-675-99-022.5101_300	Retirement	3,665		(1,797)	1,868
	120-675-99-022.5160_400	Medical Insurance	11,198		(5,599)	5,599
	120-675-99-022.5160_500	Dental Insurance	418		(209)	209
	120-675-99-022.5160_600	Life Insurance	57		(29)	28
	120-675-99-022.5448	Contract Services	12,800		(4,274)	8,526
	120-675-99-022.5501	Travel	500		(200)	300
	120-675-99-022.5551	Continuing Education	100		(50)	50
				49,760	(49,760)	
*Budget DSHS TB Program Federal and State award in separate cost centers.						

Quotation # 20459878

Date: November 12, 2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1202 Richardson Dr.
Suite 405
Richardson, Texas 75080
Phone: 1-800-447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/12/2014 To: 02/10/2015

Customer # 15381 Contract #

County of Hays
Development Services Dept
2171 Yarrington Rd
San Marcos, TX 78666

ATTENTION: Stephen Floyd
PHONE: (512) 393-2160
FAX: 512-393-2192

Material	Qty	Description	Unit Price	Total
93198	1	ArcGIS for Desktop Basic Single Use License	1,500.00	1,500.00
			Item Total:	1,500.00
			Subtotal:	1,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	$1,500.00

*The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit http://www.esri.com/software/maintenance to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

*Once your order is processed, you will receive an email with your software authorization number(s) along with instructions on how to download the software and complimentary data & maps from http://customers.esri.com.

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
87193	1	ArcGIS for Desktop Basic Single Use Secondary Maintenance	300.00	300.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman **Email:** jhoffman@esri.com **Phone:** 1-800-447-9778 x5675

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

HOFFMANJ **This offer is limited to the terms and conditions incorporated and attached herein.**

ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS
The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS
All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services and subscriptions are subject to the Esri License Agreement included with the deliverable item as an on-line or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

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MAINTENANCE
After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND WEB SERVICES DISCLAIMER
Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Web Services will meet Licensee's needs or expectations, that the use of the data or Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Web Services, and Licensee should always verify actual data or Web Services.

DELIVERY
FOB Redlands, CA, USA

Software: Allow thirty (30) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS
Net thirty (30) days, on approved credit. Orders less than eight hundred dollars ($800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES
This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to license Products to you only if you accept all terms and conditions contained in this License Agreement. Please read the terms and conditions carefully. You may not use the Products until you have agreed to the terms and conditions of the License Agreement. If you do not agree to the terms and conditions as stated, click "I do not accept the license agreement" below; you may then request a refund of applicable fees paid.

LICENSE AGREEMENT

(E204 06/13/2014)

This License Agreement is between you (**"Licensee"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
b. "Beta" means any alpha, beta, or prerelease Product.
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EXHIBIT 1
SCOPE OF USE
(E300 06/13/2014)

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  - Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)
- ArcGIS for Server Extension
  - ArcGIS for INSPIRE (Addendum 2, Note 1)
- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
  - Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
- Portal for ArcGIS (31; Addendum 2, Note 1)
- Esri Tracking Server (31)

Developer Tools

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    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
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29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

33–37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40–46. Reserved.

47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.

48–53. Reserved.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

55–63. Reserved.

64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9)

Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

   ArcGIS Online Basemap Data:

   a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
   b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf.
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2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst

(Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.

e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

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5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

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6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

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9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

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    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
    d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option:* This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

    a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
    b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
    c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
    d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
    e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
    f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
b. "API" means application programming interface.
c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
d. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
e. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
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j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
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a. Provide Online Services to Licensee in accordance with the Documentation;
b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
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2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

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2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)	▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)

Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

    a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.

    b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

        i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
        ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
        iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
        iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
        v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
        vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
        vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.
        viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

   i. Licensee is also permitted to:

      (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
      (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

         (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
         (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
         (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
         (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.

e. For ArcGIS Online Public Plan accounts:

   i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.

      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

   ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

f. For ArcGIS Online Development and Testing Plan accounts:

   i. Subject to the terms of this License Agreement, Licensee is permitted to:

      (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.

         - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).

   ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:

   i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.

h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

   - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.

i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

   a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
   b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.
5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*

    a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at http://www.esri.com/software/arcgis/arcgis-for-home or Licensee's authorized distributor's website.
    b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. **"Noncommercial"** means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
    c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

        Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf. Esri supports users solely with the installation of Esri Software. Esri's Support website is at http://support.esri.com/en/support. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

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

Budget the Personal Health Department of State Health Services TB Federal & State Grant in two cost centers per the DSHS guidelines.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	N/A

LINE ITEM NUMBER

various

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

The DSHS TB Program was split last year between State and Federal funding. During the FY14 grant close out, it was brought to the Auditor's attention that these two awards should be budgeted in separate cost centers within our general ledger. The total award for FY15 was budgeted in one cost center; therefore budget will be moved from the State cost center into the newly created Federal cost center to create the necessary financial tracking per the State guidelines.

See attached budget amendment.

AMENDMENT NO.
FY2015-010CC
FY 2015 BUDGET
1/13/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
GENERAL FUND (001):						
Agenda Item #9						
Sheriff's Office:						
	001-618-00.5712_400	Computer Equipment_Op	37,663	919		38,582
	001-618-00.5333	Training Academy	17,025		(919)	16,106
*Amend for replacement printer for the Training Division.						
Agenda Item #10						
Development Services:						
	001-657-00.5718_400	Software_Operating	0	1,800		1,800
	001-657-00.5021	Staff Salaries	679,992		(1,800)	678,192
*Amend for additional ArcGIS Software License for planner.						
FAMILY HEALTH SERVICES FUND (120):						
Agenda Item #11						
Personal Health - TB Program:						
	Federal:				(Revenue)	
	120-675-99-087.4301	Intergovernmental Revenue	0		22,618	22,618
	120-675-99-087.5021	Staff Salaries	0	13,886		13,886
	120-675-99-087.5101_100	FICA	0	881		881
	120-675-99-087.5101_200	Medicare	0	217		217
	120-675-99-087.5101_300	Retirement	0	1,797		1,797
	120-675-99-087.5160_400	Medical Insurance	0	5,599		5,599
	120-675-99-087.5160_500	Dental Insurance	0	209		209
	120-675-99-087.5160_600	Life Insurance	0	29		29
	120-675-99-087.5448	Contract Services	0	4,274		4,274
	120-675-99-087.5501	Travel	0	200		200
	120-675-99-087.5551	Continuing Education	0	50		50
	State:			(Revenue)		
	120-675-99-022.4301	Intergovernmental Revenue	49,198	22,618		71,816
	120-675-99-022.5021	Staff Salaries	30,034		(13,886)	16,148
	120-675-99-022.5101_100	FICA	1,863		(881)	982
	120-675-99-022.5101_200	Medicare	436		(217)	219
	120-675-99-022.5101_300	Retirement	3,665		(1,797)	1,868
	120-675-99-022.5160_400	Medical Insurance	11,198		(5,599)	5,599
	120-675-99-022.5160_500	Dental Insurance	418		(209)	209
	120-675-99-022.5160_600	Life Insurance	57		(29)	28
	120-675-99-022.5448	Contract Services	12,800		(4,274)	8,526
	120-675-99-022.5501	Travel	500		(200)	300
	120-675-99-022.5551	Continuing Education	100		(50)	50
				49,760	(49,760)	
*Budget DSHS TB Program Federal and State award in separate cost centers.						

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 a Funding Agreement between the City of Woodcreek and Hays County for the Jacobs Well Natural Area Interpretive Artifact Display.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

On December 16, 2014 the Court accepted a donation from the City of Woodcreek for an Interpretive Artifact Display at the Jacobs Well Natural Area Park. The City of Woodcreek is utilizing their Hotel Occupancy Tax Fund and has requested quarterly reports from the Development Services Parks Division until the project is complete.

See attached agreement for execution.

FUNDING AGREEMENT BETWEEN THE CITY OF WOODCREEK AND HAYS COUNTY FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

WHEREAS, in 2010 Hays County ("County") purchased approximately 50 acres of land around Jacob's Well -- known as the Westridge tract -- in an attempt to protect the spring from development, and approximately 31 acres were conveyed to Hays County by the Wimberley Valley Watershed Association (WVWA), including the land containing Jacob's Well, creating an 81-acre preserve managed by the county and known as the Jacob's Well Natural Area; and

WHEREAS, despite its grand opening in 2014, the JWNA Visitor Information Center is currently a work in progress; and

WHEREAS, as outlined in Chapter 351 of the Texas Tax Code, the primary purposes of the City's Hotel Occupancy Tax revenues is to attract visitors to the City and its environs, thus directly enhancing and promoting tourism; and

WHEREAS, while visitor information center construction, maintenance and improvement are authorized expenditures of HOT funds, grantees of Hotel Occupancy Tax funds must enter into contractual agreements with the City of Woodcreek in order to receive the aforesaid grants.

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, pursuant to Chapter 351, Texas Tax Code, the Agreement set forth below is entered into by and between the Entities acting by and through their respective governing bodies, agree as follows:

1. The Woodcreek City Council and hereby grants to Hays County $6,226.84 from the City's Hotel Occupancy Tax revenues to be used toward construction and maintenance of an Interpretive Artifacts Display in the Jacob's Well Visitor Information Center.

2. Hays County Development Services hereby agrees to provide quarterly reports until completion of its execution of the required HOT grant purposes.

3. A party hereto may terminate this Agreement in whole or in part if the other party fails to comply with a term hereof. The party seeking to terminate this Agreement

shall serve written notice of the breach and the breaching party shall have ten (10) business days after receipt of the written notice in which to cure the breach to the reasonable satisfaction of the non-breaching party. The breaching party's failure to cure shall result in the termination of this Agreement as provided in the notice to cure.

DATED this the 16 day of December, 2014.

CITY OF WOODCREEK

BY: _____
John W. Sone, City Manager

ATTEST: _____
Barbara Grant, City Clerk

DATED this the 16th day of December, 2014.

HAYS COUNTY

BY: _____

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 reappointment of Lynn E. Alderson to the ESD #1 Board of Commissioners for a two year term ending December 31, 2016.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ray Whisenant	WHISENANT	N/A

SUMMARY

Lynn Alderson is currently serving on the Board of Commissioners.

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 reappointments of Doyle Krumrey, Sharon O'Brien and Robert L. Schneider to the Hays County ESD #3 for additional two year terms.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 13, 2015	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
Commissioner Ingalsbe	INGALSBE	N/A

SUMMARY

Doyle Krumrey, Sharon O'Brien and Robert L. Schneider have agreed to serve an additional term, beginning January 1, 2015 and ending December 31, 2016.

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 call for a public hearing on January 27, 2015 to consider establishing traffic regulations on Four Star Blvd. at both exit drives from Trudy's restaurant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 13, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

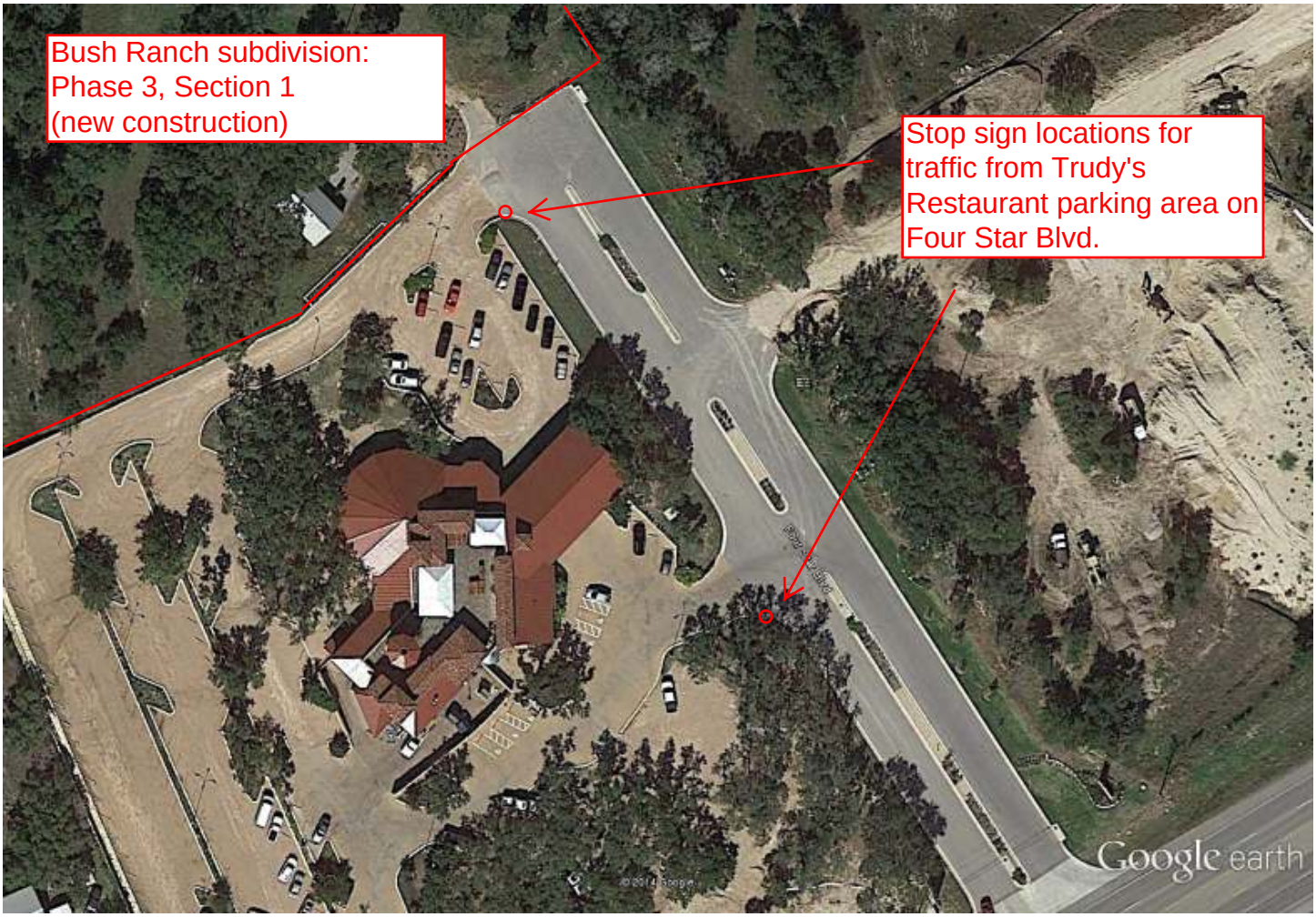
AUDITOR COMMENTS:

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

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

SUMMARY

With the new development of Bush Ranch subdivision, Ph. 3, Sec. 1 about to begin construction at the end of Four Star Blvd., the installation of stop signs at each of the two drives from Trudy's restaurant will help regulate the flow of traffic in the area.



Google earth

feet 400
meters 100

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

SUB-322 Replat of Lot 2B of the Revised Plat of Lot 2, Gatlin Ridge Subdivision (2lots). Discussion and possible action to approve final plat; continuation of public hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	January 13, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis	WHISENANT	N/A

SUMMARY

Gatlin Ridge is a recorded subdivision located off of Ranch Road 12 in Precinct 4. The proposed re-plat will divide the 50.292 acre lot into two lots. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities.
In 1999, the Commissioners Court authorized a variance to allow more than one single family residence on the lots served by a shared access driveway that were being created at that time. The lots created by this plat are restricted to one single family residence per lot and are prohibited from further subdivision.

REPLAT OF LOT 2B OF THE REVISED PLAT OF LOT 2, GATLIN RIDGE SUBDIVISION, ESTABLISHING LOTS 2B-1 & 2B-2 HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS:
That we, Henry Dabney & Barbara Dabney, owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 9910478 of the Official Public Records of Hays County, Texas, same being Lot 2B, Revised Plat of Lot 2, Gatlin Ridge Subdivision, recorded in Volume 8, Page 314, of the Hays County Plat Records, 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 REPLAT OF LOT 2B OF THE REVISED PLAT OF LOT 2, GATLIN RIDGE SUBDIVISION, ESTABLISHING LOTS 2B-1 & 2B-2, HAYS COUNTY, TEXAS.

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

By: _____
Henry Dabney
143 Schoolhouse Ridge
Driftwood, TX 78619

By: _____
Barbara Dabney
143 Schoolhouse Ridge
Driftwood, TX 78619

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Henry Dabney & Barbara Dabney, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they have 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*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Liz Q. 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 Q. Gonzalez, County Clerk
Hays County, 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. Rainwater 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 C. Garza, Director Date
Hays County Development & Community Services

STATE OF TEXAS*
COUNTY OF HAYS*

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 201__, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing of record of this plat, and said order has been duly entered in the minutes of said court Book _____, Page _____.
WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20__.

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

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 Hays County, Texas.

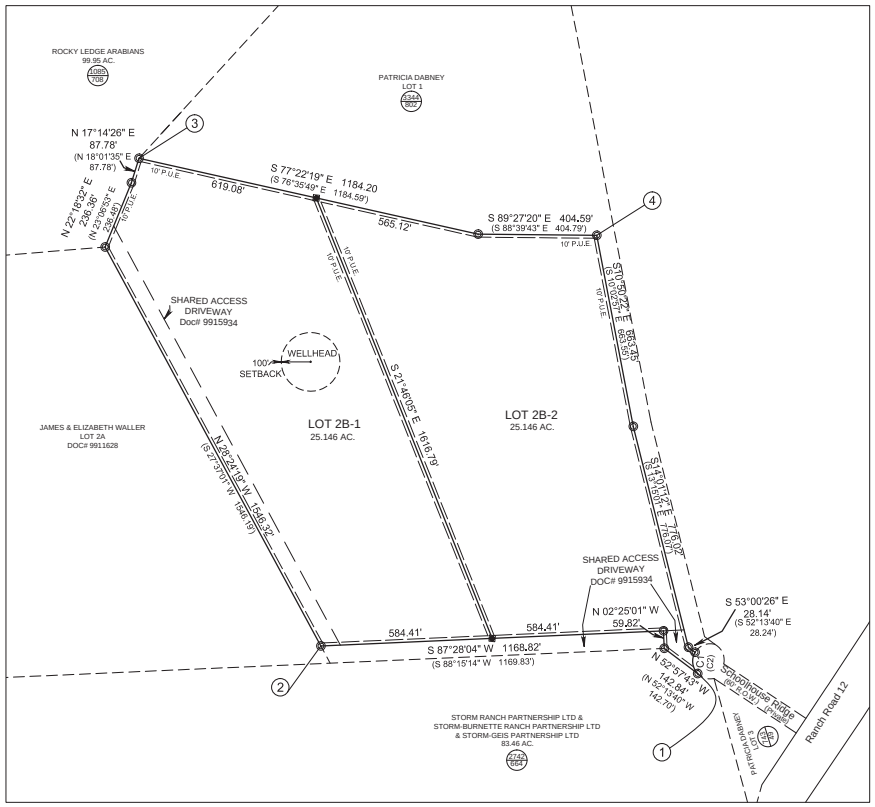
TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 20__.

Released for review 12/10/14.
"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

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

Sworn to and subscribed before me this the _____ day of _____, A.D., 201__.

_____
Notary Public, State of Texas



GEOGRAPHIC COORDINATES:

1. N 13950810.71
   E 2254692.67
2. N 13950904.87
   E 2253408.44
3. N 13952567.53
   E 2252788.59
4. N 13952304.79
   E 2254348.72

300 0 300 600

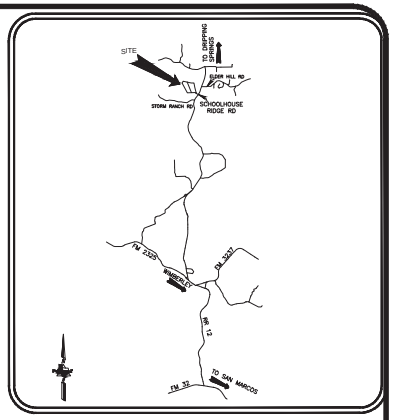
SCALE: 1"=300'

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C1	14°52'20"	60.00	78.67'	73.16'	S 06°50'10"E
(C2)	74°58'59"	60.00	78.52'	73.04'	S 06°02'18"E

LEGEND

- ALUMINUM CAP IRON STAKE SET
- IRON STAKE FOUND
- (VOL PG) HAYS COUNTY DEED RECORDS
- (BOOK PG) HAYS COUNTY PLAT RECORDS
- DOC# HAYS COUNTY OFFICIAL PUBLIC RECORDS DOCUMENT NUMBER



VICINITY MAP
(NOT TO SCALE)
ZIP CODE: 78676

PLAT NOTES

1. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
2. No portion of this subdivision lies within the boundaries of the 100 year floodplain as delineated on F.I.R.M. Panel #0230 F, dated September 2, 2005, Hays County number 480321.
3. This subdivision does not lie within the extra-territorial jurisdiction of any city.
4. Water supply for this subdivision is to be provided by private well.
5. Wastewater treatment for this subdivision is to be provided by individual on-site sewerage facilities as approved by Hays County Development Services. 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.
6. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
7. Telephone service for this subdivision is provided by Verizon.
8. This property is subject to a Shared Access Easement recorded in Doc# 9915934.
9. There is hereby dedicated a 10 (ten) foot electric utility easement to Pedernales Electric Cooperative, Inc. along all lot lines and along the interior lines of the Shared Access Driveway per Volume 8 Page 314 of the Hays County Map & Plat Records.
10. This subdivision contains 2 residential lots for a total of 50.292 acres.
    Lots Greater than 10 acres: 2
11. This subdivision lies within the following jurisdictions:
    School District - Dripping Springs Independent School District
    ESD - #1 & #6
12. Basis of bearings is Texas State Plane Coordinate System, South Central Zone, as required by Hays County.
13. GIS Coordinates shown on this plat are for descriptive information only and shall not be used for locative purposes.
14. This subdivision is exempt from the requirement to demonstrate water availability. Lot 2B-1 and 2B-2 are no longer able to be further subdivided.
15. This subdivision is subject to all General Notes and Covenants and Restrictions appearing on the plat of lots, recorded in Volume 8 Page 314 and Volume 8 Page 173 of the Plat Records of Hays County, Texas.
16. 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.
17. All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other development of a dwelling unit occurs on any of the lots obtaining access through the Shared Access Driveway, then such new dwelling unit be must constructed on a separately platted lot with direct frontage onto and physical access to a regulated roadway prior to construction of the dwelling unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
18. The owners of the single family residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.

NOVEMBER 5, 2014

ENGINEER:
BEC-Eh
ENGINEERING, LP
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
Phone: 512-353-3335 Fax: 512-396-0224
TPBE REG. #F-13056
TBPLS REG. #:10194003

SURVEYOR:
TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
100 E San Antonio St. Suite 100 Phone: (512) 440-0222
San Marcos, Texas 78666 Fax: (512) 440-0224
Firm Reg. Number 10193729

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 January 27, 2015 to discuss final plat approval of the Resubdivision of Lot 5, Silver Spur Ranchettes Section 3 and a portion of Lot 1, Silver Spur Ranchettes Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	January 13, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis	WHISENANT	N/A

SUMMARY

The proposed plat combines lot 5, Silver Spur Ranchettes Section 3 and a portion of lot 1, Silver Spur Ranchettes Section 1 with additional acreage to create a single 60.609 acre lot at the intersection of US Highway 290 and Nutty Brown Road in Precinct 4. Public water service will be provided by West Travis County and wastewater treatment will be accomplished by individual on-site sewage facilities. This property falls within the ETJ of the City of Austin.

RESUBDIVISION OF LOT 5, SILVER SPUR RANCHETTES SECTION 3 AND A PORTION OF LOT 1, SILVER SPUR RANCHETTES SECTION 1

BEING 60.609 ACRES OF LAND SITUATED IN THE WILLIAM S. HOLTON SURVEY NO. 57, IN HAYS COUNTY, TEXAS, CONVEYED TO THE ROBERT LOUIS ROTTER AND DOROTHY SUE ROTTER REVOCABLE LIVING TRUST

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT, THE ROBERT LOUIS ROTTER AND DOROTHY SUE ROTTER REVOCABLE LIVING TRUST, REPRESENTED BY ROBERT LOUIS ROTTER OWNERS OF 60.609 ACRES OF LAND SITUATED IN THE WILLIAM S. HOLTON SURVEY NO. 57, IN HAYS COUNTY, TEXAS BEING THE FOLLOWING TRACTS OF LAND CONVEYED TO ROBERT LOUIS ROTTER AND DOROTHY SUE ROTTER REVOCABLE LIVING TRUST: THE REMAINING PORTION OF THAT CERTAIN 40.00 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 776; THE REMAINING PORTION OF THAT CERTAIN 5 ACRE TRACT CONVEYED IN VOLUME 3285, PAGE 397; THE REMAINING PORTION OF THAT CERTAIN 11.545 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 769; ALL OF THAT CERTAIN 2.485 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 784; ALL OF THAT CERTAIN 2.00 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 773; ALL OF THOSE CERTAIN 2.00 ACRE AND 1.00 ACRE TRACTS CONVEYED IN VOLUME 2695, PAGE 780 AND ALL OF THAT CERTAIN 0.1815 ACRE TRACT CONVEYED IN VOLUME 5019, PAGE 811 ALL OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; THE SAID 40.00 TRACT BEING LOT 1, SILVER SPUR RANCHETTES, SECTION 1, A SUBDIVISION OF RECORD IN BOOK 190, PAGE 105 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, THE SAID 5 ACRE TRACT BEING A PORTION OF LOT 5, SILVER SPUR RANCHETTES SECTION THREE, A SUBDIVISION OF RECORD IN VOLUME 1, PAGE 75 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 60.609 ACRES OF LAND HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212.014, OF THE LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDE SAID 60.609 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON TO BE KNOWN AS "RESUBDIVISION OF LOT 5, SILVER SPUR RANCHETTES SECTION 3 AND A PORTION OF LOT 1, SILVER SPUR RANCHETTES SECTION 1". AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, IF ANY (EXCEPT THOSE INDICATED AS PRIVATE EASEMENTS OR THOSE CREATED PURSUANT TO SEPARATE INSTRUMENTS OF RECORD), SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS, , PREVIOUSLY GRANTED BUT NOT RELEASED.

IN WITNESS WHEREOF THE SAID THE ROBERT LOUIS ROTTER AND DOROTHY SUE ROTTER REVOCABLE LIVING TRUST, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS TRUSTEE.

_____
ROBERT LOUIS ROTTER
84 WHISPHER COVE LANE
LAKEVIEW, ARIZONA 72642-9102

STATE OF TEXAS
COUNTY OF TRAVIS

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/SHE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ , A.D., 2014.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES
IN AND FOR THE STATE OF TEXAS.

FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NOS. 48209C0128F AND 48209C0130F REVISED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREA.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, JUAN P. MARTINEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING REQUIREMENTS OF CHAPTER 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ _____
JUAN P. MARTINEZ, P.E. DATE
TEXAS REGISTRATION NO. 106158
BURY-AUS, INC.
211 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS, AND WITH CHAPTER 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND FURTHER CERTIFY THAT THIS PLOT 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.

_____ _____
JOHN T. BILNOSKI, R.P.L.S. DATE
TEXAS REGISTRATION NO. 4998
BURY-AUS, INC.
211 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

SHEET 2 OF 2

GENERAL NOTES:

1. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LAND DEVELOPMENT CODE (L.D.C.) OF THE CITY OF AUSTIN AND ALL APPLICABLE HAYS COUNTY REQUIREMENTS.
2. PRIOR TO CONSTRUCTION, EXCEPT SINGLE-FAMILY AND/OR DUPLEX ON ANY LOT OF THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
3. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
4. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND ALL RELATED SECTIONS, AND THE ENVIRONMENTAL CRITERIA MANUAL.
5. OFF-STREET LOADING AND UNLOADING FACILITIES SHALL BE PROVIDED ON ALL COMMERCIAL AND INDUSTRIAL LOTS.
6. THE LOCATION OF EASEMENTS SHOWN HEREON THAT ARE GRANTED BY SEPARATE INSTRUMENT ARE APPROXIMATE AND SUCH EASEMENTS AND THEIR LOCATIONS ARE REQUIRED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENT.
7. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
8. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS:
   1. A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 OF HAYS COUNTY DEVELOPMENT REGULATIONS; AND
   2. THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS.
9. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG U.S. 290 AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT IF APPLICABLE. THE SIDEWALKS ALONG U.S. 290 ARE SUBJECT TO THE APPROVAL OF THE TEXAS DEPARTMENT OF TRANSPORTATION AT THE SITE PLAN PHASE.
10. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY.
11. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY'S WATER SYSTEM AND AN ON-SITE SEWAGE FACILITY APPROVED BY HAYS COUNTY.
12. NO BUILDING, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS DEDICATED BY THIS PLAT (IF ANY) EXCEPT AS APPROVED BY CITY OF AUSTIN/HAYS COUNTY.
13. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS DEDICATED BY THIS PLAT (IF ANY) AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITY.
14. ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT (IF ANY) ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
15. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
16. PRIOR TO DEVELOPMENT, THE OWNER OF THIS PROPERTY IS RESPONSIBLE FOR THE IMPLEMENTATION AND ON-GOING MAINTENANCE OF AN INTEGRATED PEST MANAGEMENT (IPM) PLAN FOR POLLUTION PREVENTION AND SOURCE CONTROL OF PESTICIDES AND HERBICIDES. THE IPM PLAN SHALL HAVE BEEN APPROVED BY THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.
17. DEVELOPMENT WITHIN A CRITICAL ENVIRONMENTAL FEATURE (CEF) BUFFER ZONE IS PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
18. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THE SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
19. THE MAXIMUM PORTION OF ANY COMMERCIAL, MULTI-FAMILY, OR SINGLE FAMILY/DUPLEX LOT THAT MAY BE ESTABLISHED AS TURF OR LANDSCAPED IS 15 PERCENT. HOWEVER, NO LOT SHALL BE RESTRICTED TO LESS THAN 2000 SQUARE FEET OF TURF OR LANDSCAPED AREA. UNDISTURBED NATURAL AREAS OR AREAS RESTORED TO NATURAL CONDITIONS SHALL NOT BE CONSIDERED LANDSCAPING OR TURF.
20. ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISIONS BEING SILVER SPUR RANCHETTES, SECTION 1, A SUBDIVISION OF RECORD IN BOOK 190, PAGE 105 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND SILVER SPUR RANCHETTES SECTION THREE, A SUBDIVISION OF RECORD IN VOLUME 1, PAGE 75 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SHALL APPLY TO THIS RESUBDIVISION PLAT.
21. ALL ACTIVITIES WITHIN CRITICAL ENVIRONMENTAL FEATURE AND RELATED SETBACKS, OR WITHIN AREAS DESIGNATE AS CEF SETBACK FOR THE PURPOSES OF CODE COMPLIANT MITIGATION, MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

CITY CERTIFICATIONS:

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE _____ OF THE CITY OF AUSTIN ON THIS THE _____ DAY OF _____ 20__.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.
THIS THE _____ DAY OF _____ 2014, A.D.

_____
GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ____ DAY OF _____20__.

_____ _____
BETTY BAKER, CHAIRPERSON CYNTHIA BANKS, SECRETARY

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ OF _____ A.D., 2014, 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 IN BOOK _____, PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ OF _____ A.D., 2014.

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

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IS MY OFFICE ON THE_____ DAY OF _____ A.D., 2014, AT _____ O'CLOCK _____ IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ OF _____ A.D., 2014.

_____
LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

CITY NOTE
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF AUSTIN'S FIVE-MILE EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION
WATER: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: VERIZON

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

RESUBDIVISION OF LOT 5, SILVER SPUR RANCHETTES SECTION 3 AND A PORTION OF LOT 1, SILVER SPUR RANCHETTES SECTION 1

A ONE LOT SUBDIVISION
CONSISTING OF 60.609 ACRES OF LAND

SUBMITTAL DATE: APRIL 30, 2014
PREPARED DATE: NOVEMBER 14, 2014
PREPARED BY:

BURY

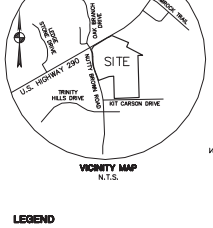
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2014

FN NO. 14-077(MJ) Drawn by: KWA Approved by: JTB Project No.: R0100010-10026 File: H:\100010\026\100010026PL7.dwg

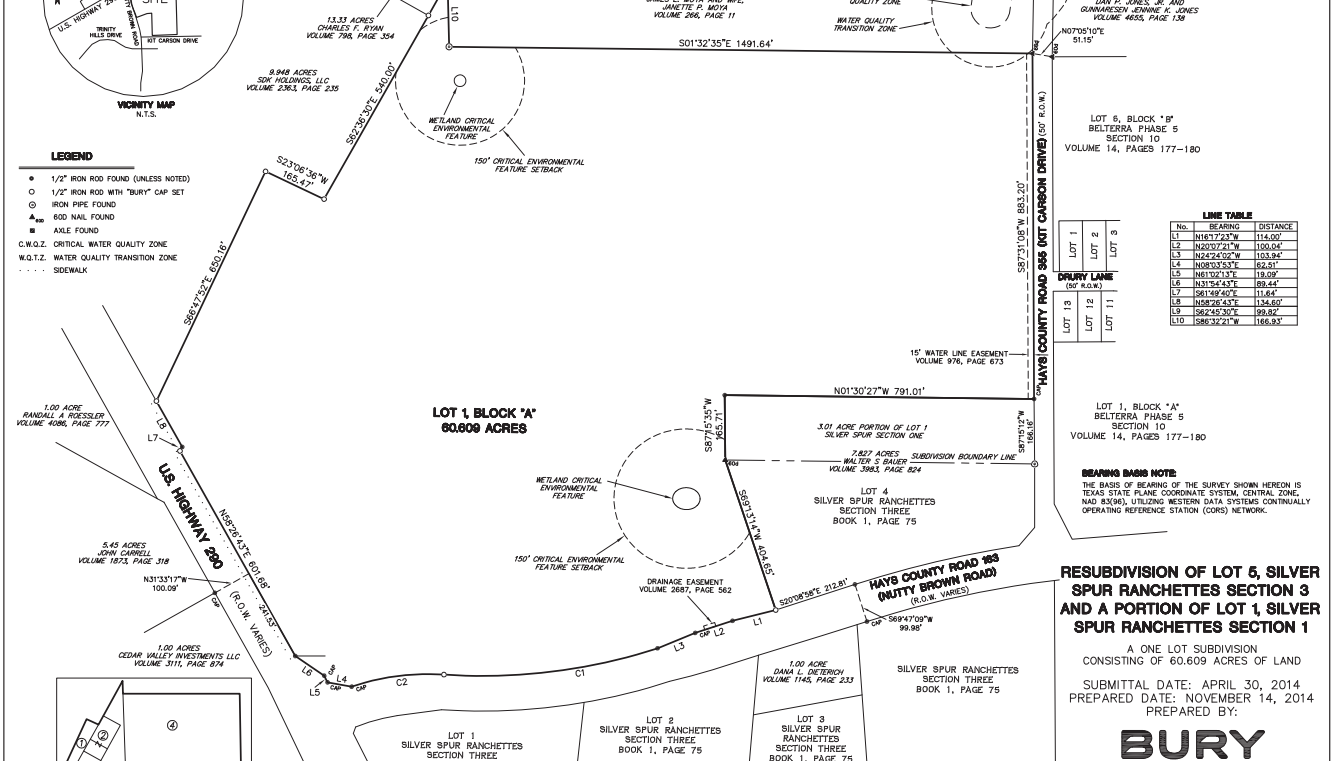
C8J-2014-0079.0A

RESUBDIVISION OF LOT 5, SILVER SPUR RANCHETTES SECTION 3 AND A PORTION OF LOT 1, SILVER SPUR RANCHETTES SECTION 1

BEING 60.609 ACRES OF LAND SITUATED IN THE WILLIAM S. HOLTON SURVEY NO. 57, IN HAYS COUNTY, TEXAS, CONVEYED TO THE ROBERT LOUIS ROTTER AND DOROTHY SUE ROTTER REVOCABLE LIVING TRUST



VICINITY MAP
N.T.S.



CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	21°48'01"	1455.00	553.61	550.27	S09°14'36"E
C2	22°41'18"	605.00	239.57	238.01	N09°41'14"W

SHEET 1 OF 2

EXISTING SITE CONFIGURATION:

1. ALL OF THAT CERTAIN 2.00 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 773;
2. ALL OF THOSE CERTAIN 2.00 ACRE AND 1.00 ACRE TRACTS CONVEYED IN VOLUME 2695, PAGE 780
3. NOT USED
4. THE REMAINING PORTION OF THAT CERTAIN 40.00 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 776;
5. THE REMAINING PORTION OF THAT CERTAIN 5 ACRE TRACT CONVEYED IN VOLUME 3285, PAGE 397;
6. THE REMAINING PORTION OF THAT CERTAIN 11.545 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 769;
7. OF THAT CERTAIN 2.485 ACRE TRACT CONVEYED IN VOLUME 2695, PAGE 784;
8. ALL OF THAT CERTAIN 0.1815 ACRE TRACT CONVEYED IN VOLUME 5019, PAGE 811

RESUBDIVISION OF LOT 5, SILVER SPUR RANCHETTES SECTION 3 AND A PORTION OF LOT 1, SILVER SPUR RANCHETTES SECTION 1

A ONE LOT SUBDIVISION
CONSISTING OF 60.609 ACRES OF LAND

SUBMITTAL DATE: APRIL 30, 2014
PREPARED DATE: NOVEMBER 14, 2014
PREPARED BY:

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2014

FN NO. 14-077(MJ) Drawn by: KWA Approved by: JTB Project No.: R0100010-10026 File: H:\100010\026\100010026PL7.dwg

C8J-2014-0079.0A

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

SUB-298 Tract 1, Wimberley Heights Ranches (2 lots). Discussion and possible action to approve Preliminary Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	January 13, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

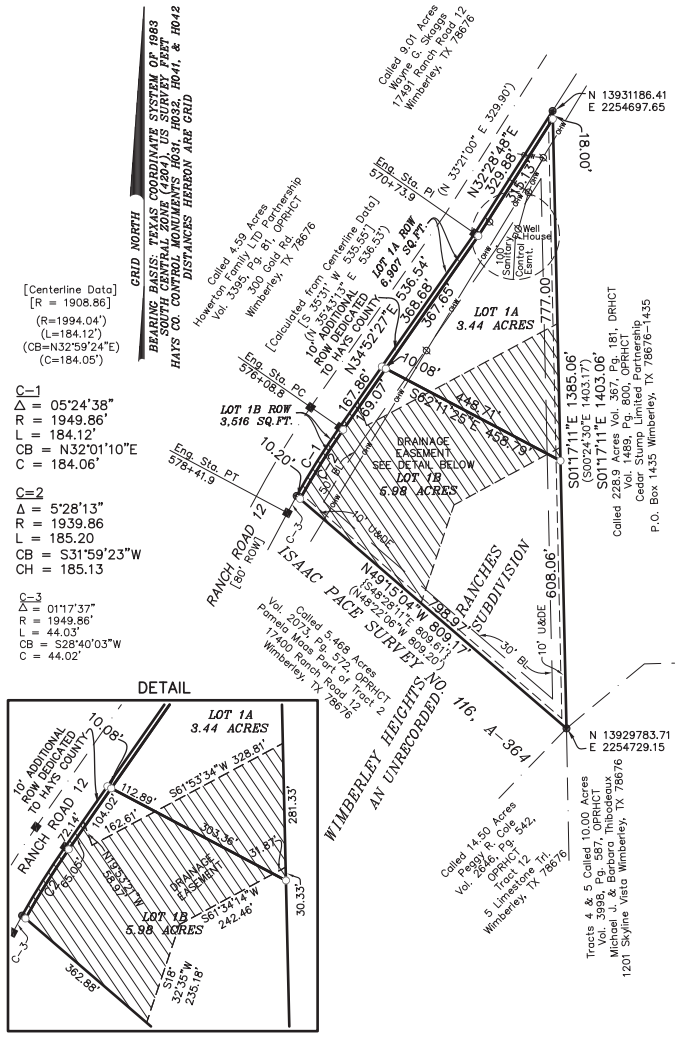
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis	CONLEY	N/A

SUMMARY

Wimberley Heights Ranches is an unrecorded subdivision located off of Limestone Trail and Ranch Road 12 in Precinct 3. The owner of Tract 1 is proposing to divide the 9.66 acre tract into two lots: Lot 1A being 3.44 acres and Lot 1B being 5.98 acres. Lot 1A will be served by an existing private well and on-site sewage facility. Lot 1B will also utilize a private well and OSSF at the time of development.

A similar preliminary plan was approved on this property in July 2012. The project expired and was resubmitted in 2014 with minor changes.



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 Clint Garza Date
Director Hays County Development Services

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

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That we, Gary N. Looper and Sheryl E. Looper, owners of 9.66 acres out of the Isaac Pace Survey No. 116, A-364, also known as Tract 1, Wimberley Heights Ranches, an unrecorded subdivision, Hays County, Texas, as conveyed to me by deed dated May 29, 2007, of record in Volume 3177, Page 706, of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDED 9.66 acres to be known as TRACT 1, WIMBERLEY HEIGHTS RANCHES, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, A.D., 20___

_____ _____
Gary N. Looper Sheryl E. Looper
17520 Ranch Road 12 17520 Ranch Road 12
Wimberley, Texas 78676 Wimberley, Texas 78676

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Gary N. Looper and Sheryl E. Looper, known to me to be the persons whose names are 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 Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Q. Gonazlez, County Clerk of Hays County, Texas, do hereby 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 the said court Book ____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____ A.D., 20___.

_____ _____
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 the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D., 20____, at _____ o'clock __m., in the Plat Records of Hays County, Texas, in Book ____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ of _____, A.D., 20___.

_____
Liz Q. Gonzalez
County Clerk Hays
County, Texas

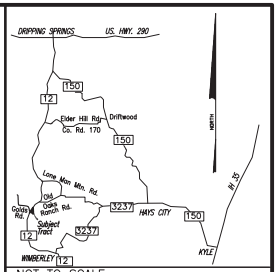
ENGINEER'S NOTE

The 100-year flood is contained within the drainage easement as shown hereon.

_____ _____
Steve Wenzel Date
Registered Professional Engineer No._____.
7005 Kenosha Pass
Austin, TX 78749
512/288-7207

SHEET 1 OF 1

LEGEND
- ● 1/2" IRON ROD FOUND
- ■ CONC. ROW MONU. FOUND
- ○ 5/8" IRON ROD W/CAP SET
- -OHW- OVERHEAD UTILITY WIRE
- -x- WIRE FENCE
- -\\- WOOD FENCE
- ⊠ UTILITY POLE
- ⟶ GUY WIRE
- BL BUILDING SETBACK LINE
  VOL. 821, PG. 8540, OPRHCT
  VOL. 235, PG. 240, DRHCT
- U&DE UTILITY & DRAINAGE EASEMENT
  VOL. 821, PG. 8540, OPRHCT
  VOL. 375, PG. 132, DRHCT
  VOL. 235, PG. 240, DRHCT
- RECORD INFORMATION
- ( ) VOL. 1092, PG. 350, OPRHCT
- { } VOL. 1451, PG. 123, OPRHCT
- [ ] RIGHT OF WAY MAP HAYS CO. RM 12, OCT 1945
- ROW RIGHT-OF-WAY



VICINITY MAP

E.T.J. NOTE
No portion of this subdivision lies within the boundaries of any municipality's corporate city limits or extra territorial jurisdiction.

EDWARDS AQUIFER NOTE
No portion of this subdivision lies within the Edwards Aquifer Recharge Zone. This subdivision does lie within the boundaries of the Contributing Zone of the of the Edwards Aquifer.

PLAT INFORMATION
Total Area: 9.66 Acres Number of Lots Over 10 Acres: 0
Total Number of Lots: 2 Number of Lots 5-10 Acres: 1
Number of Residential Lots: 2 Number of Lots 2-5 Acres: 1
Number of Commercial Lots: 0 Number of Lots 1-2 Acres: 0
Average Size of Lots: 4.83 Acres Number of Lots Less than 1 Acres: 0

UTILITY INFORMATION
Water: Individual water wells
Sewer: Individual on-site sewage facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Verizon

UTILITY EASEMENT NOTE
There shall be a twenty (20) foot wide utility easement reserved along all roadway property lines and a ten (10) foot wide utility easement reserved along all other property lines. There shall be a fifteen (15) foot wide utility easement along existing utility poles and lines.

SCHOOL DISTRICT
This subdivision lies within the Wimberley Independent School District.

FLOOD PLAIN NOTE
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas, and Incorporated Areas, Map Number 48209C0236 F, dated September 2, 2005.

DRIVEWAY PERMIT NOTE
"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 to access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Hays County Transportation Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721 of the Hays County Development Regulations."

WATER AVAILABLITY NOTE
This subdivision is exempt from the requirement to demonstrate water availabilty. Further re-subdivision is prohibited for a period of 5 years following the filing of this plat.

RIGHT-OF-WAY DEDICATION:
The additional 10' (ten) feet of right-of-way abutting Ranch Road 12, is dedicated to Hays County, Texas as shown hereon.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, Bryan D. Newsome, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Hays County Subdivision Specifications and further certify that this plat 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 and shall not be used or viewed or relied upon as a final survey document.

_____
Bryan D. Newsome Registered Professional Land Surveyor No. 5657

STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
Firm Reg. # 10091700
P.O. Box 1273
400 W. Hwy 290, Bldg. C, Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236

200' 100' 0 200' 400'
GRAPHIC SCALE IN FEET

TRACT 1
WIMBERLEY HEIGHTS RANCHES
HAYS COUNTY, TEXAS

Rev:	Date: NOVEMBER 20, 2014
Dr. By: TES/SAR	Job #:14129-01 DWG #: 14129

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 promote and fund Health Check 2014 for Hays County employees and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 13, 2015	$4800

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Baen	COBB	34T

SUMMARY

Health Check is a community wide celebration offering health screenings that include a complete metabolic panel (screening for glucose, renal and liver disorders); lipid panel (cholesterol with HDL/LDL breakdown and triglycerides); complete blood cell count for hematology disorders including white, hemoglobin, hematocrit and platelets. Per Central Texas Medical Center (CTMC), these tests, valued at hundreds of dollars, are offered for $30 per person for 2015 through Health Check (2014-$45; 2013-$45; 2012-$45; 2011-$25; 2010-$35)

Additionally, CTMC is offering Hays County employees the option of pre-registering which allows for blood draws at our worksite. As in prior years, these sites include the GC, the SO and R&B on Yarrington and the Kyle Office.
Friday, February 6; Road and Bridge on Yarrington 7-9:00 am
Thursday, February 19: Sheriff's Office 7-9:00 am
Tuesday, February 24: Kyle Office 7- 9:00 am
Thursday, February 26: Government Center 7:30-9:00 am

A recap of the last six years of our participation in Health Check is as follows:
Hays County paid 100% of the participant's fee.
Dependents over the age of 18 that are covered on our health plan were allowed to participate at no cost (with the exception of the additional tests). Historical participation is as follows:
2007: 150 employees participated, $3725
2008: 187 employees participated, $6545; Optional EE-paid Tests: Thyroid (71); PSA (26)
2009: 165 employees participated, $5775; Optional EE-paid Tests: Thyroid (68); PSA (34)
2010: 168 employees participated, $5880; Optional EE-paid Tests: Thyroid (62); PSA (34)
2011: 155 employees participated, $3875; Optional EE-paid Tests: Thyroid (46) PSA (27) A1C (45)
2012: 131 employees participated, $5895: Optional EE-paid Tests: Thyroid (39) Vitamin D (28) AIC (31)
2013: 106 employees participated $4770: Optional EE-paid Tests: Thyroid (22) Vitamin D (15) AIC (17) HepC (1)
2014: 138 employees participated $6210: Optional EE-paid Tests: Thyroid (36) Vitamin D (21) AIC (20) HepC(2)

The requested amount of $4,800 (160 employees x $30 – **lower price from last year's $45**) is an estimate, (15% over last year's participation of 138 employees).
In addition to the basic blood screenings, employees can choose to have a thyroid stimulating hormone (TSH) test ($15), a hemoglobin A1C test for $15 (used to measure the amount of glucose that attaches to the protein in the red blood cells), a Vitamin D test is added for $15 (**lower price from last year's $30**), and a Hepatitis C test for $15 (**lower price from last year's $30**).

Other Screenings:
Carotid Artery Screenings $30 (screening for plaque buildup in arteries associated with increased risk of stroke)
Peripheral Arterial Disease Screenings $30 (screening for blood pressure comparison between arm and legs associated with higher risk of heart disease)

Note: "Additional Blood Screenings" and "Other Screenings" are only offered to the employee in conjunction with the "Basic Screening Panel." These screenings are not stand alone tests. "Other Screenings" are only offered to those who qualify due to health risk or other factors. Participant must call to register and schedule an appointment for these screenings. If elected to participate in "Other Screenings", the participant is required to have their "Basic Screening Panel" drawn on or before the last pre-event community blood draw. All fees are due at the time of the screening. In order to keep scheduled appointments, all terms must be met.

Health Check no longer offers the PSA as it is not a recommended test by the US Preventive Services Task Force and the current evidence for this test is insufficient to qualify as a good screening test.

Similar to last year and in order to minimize cash handling, reconciling and balancing, we are requesting the voluntary fees associated with optional tests to be payroll deducted. This has been coordinated with the Treasurer's office for payroll purposes and Treasurer Tuttle is supportive of this automation.

If the County does not wish to absorb the entire cost, a $5 or $10 cost sharing could be introduced

The actual day-long health fair portion of Health Check will be held on Tuesday April 28 from 7am to 3pm at Embassy Suites Conference Center in San Marcos.

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 execute a Pharmaceutical Supply Agreement with Thorpe Lane Pharmacy for providing professional services to the Hays County Health Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 13, 2015	$200.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

See attached contract.

PHARMACEUTICAL SUPPLY 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 **Thorpe Lane Pharmacy** hereinafter "Contractor"), whose primary place of business is located at 1346 Thorp Lane, San Marcos, TX 78666, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 16th day of January, 2015 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
The Contractor shall supply the professional pharmaceutical service of compounding drugs supplied by County into the appropriate dosages.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the Hays County RN Supervisor and/or legal counsel for the Hays County Commissioners Court; 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"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Work shall be completed by December 31, 2016. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion

Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed two-hundred dollars ($200.00USD) for the Work under this Agreement.

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.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

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: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us
All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.
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 the County's acceptance of Contractor's Notice of Completion 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: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

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. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

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	Thorpe Lane Pharmacy
By: Bert Cobb M.D.	By: _Tina Harris, RPh
Hays County Judge	Title:

EXHIBIT A-1

Scope of Work

Under the terms of this agreement the contractor will render the following services at the request of County representatives.

1. **Compounding of drugs supplied by the County, into the appropriate dosage and form as prescribed by the attending physician to the patient receiving said drugs.**

EXHIBIT B

Fee Schedule

Services performed by the Contractor under this agreement shall be billed on a per prescription basis as listed below.

1.	**Liquids**	**$20.00 compounding fee**
2.	**Suppositories**	**$30.00 compounding fee**

***Other forms to be determined at the time of prescription, but agreed to be at a similar dollar amount as above.**

-- EXHIBIT “C” --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____
_____

C._____
_____

D._____
_____

E._____
_____

F._____
_____

G._____
_____

H._____
_____

I._____
_____

J._____
_____

K._____
_____

L._____
_____

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 execute a Pharmaceutical Supply Agreement with MedPark Pharmacy for providing professional services to the Hays County Health Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 13, 2015	$200.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

See attached contract.

PHARMACEUTICAL SUPPLY 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 **Med Park Pharmacy** hereinafter "Contractor"), whose primary place of business is located at 2004 Medical Parkway, San Marcos, TX 78666, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of January, 2015 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
The Contractor shall supply the professional pharmaceutical service of compounding drugs supplied by County into the appropriate dosages.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the Hays County RN Supervisor and/or legal counsel for the Hays County Commissioners Court; 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"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Work shall be completed by December 31, 2016, (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion

Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed two-hundred dollars ($200.00 USD) for the Work under this Agreement.

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.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

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: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us
All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.
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 the County's acceptance of Contractor's Notice of Completion 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: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

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. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

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	Med Park Pharmacy
By: Bert Cobb M.D.	By: _Charles Villarreal, RPH
Hays County Judge	Title:

EXHIBIT A-1

Scope of Work

Under the terms of this agreement the contractor will render the following services at the request of County representatives.

1. **Compounding of drugs supplied by the County, into the appropriate dosage and form as prescribed by the attending physician to the patient receiving said drugs.**

EXHIBIT B

Fee Schedule

Services performed by the Contractor under this agreement shall be billed on a per prescription basis as listed below.

1.	Liquids	$20.00 compounding fee
2.	Suppositories	$30.00 compounding fee

***Other forms to be determined at the time of prescription, but agreed to be at a similar dollar amount as above.**

-- EXHIBIT “C” --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____
_____

C._____
_____

D._____
_____

E._____
_____

F._____
_____

G._____
_____

H._____
_____

I._____
_____

J._____
_____

K._____
_____

L._____
_____

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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Orange. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 13, 2015	

LINE ITEM NUMBER

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 and/or deliberation regarding the Right of Way acquisition and construction at the intersection of Crystal Hill Drive and RR1826 located in Precinct 4. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 13, 2015	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
Whisenant	WHISENANT	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 of the Texas Government Code: consultation with counsel regarding the construction work on FM1626 located in Precinct 2. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 13, 2015	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
Jones	JONES	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 and deliberation regarding acquisition of interests in real property pursuant to the Hays County Habitat Conservation Plan, including but not limited to approximately 110 acres located in Precinct 3 of Hays County. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 13, 2015	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
CONLEY	CONLEY	N/A

SUMMARY

SUMMARY TO BE PROVIDED IN EXECUTIVE SESSION