

**Commissioners Court -April 21, 2009
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 **21ST day of April, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

| | | |
|---|---|--|
| 1 | 1 | Parks and Transfer Station Department presentation to the court by Jerry Pinnix. SUMTER |
|---|---|--|

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

| | | |
|---|-------|--|
| 2 | 2 | Approve payments of county invoices. HERZOG |
| 3 | 3-7 | Approve Commissioner Court Minutes of April 14, 2009. SUMTER/FRITSCH |
| 4 | 8-10 | Authorize County Judge to approve the Personal Health Department's request for additional funds in the amount of \$4224.00 from Texas Department of State Health Services (DSHS) Emergency Preparedness program for FY 2009. SUMTER/HARGRAVES |
| 5 | 11-13 | Accept the delivery of the internal examination report of the Constable Pct.4 Office. SUMTER/HERZOG |
| 6 | 14-20 | Approve specifications for Bid #2009-B09 Road Improvements/Hot-Mix Overlay and authorize Purchasing to solicit for bid and advertise. SUMTER/HERZOG/MAIORKA/BORCHERDING |
| 7 | 21-27 | Approve Utility Permits. SUMTER |

ACTION ITEMS

ROADS

| | | |
|---|-------|---|
| 8 | 28-29 | Call for a public hearing on May 5, 2009 to establish traffic regulations on Summit Pass at the intersection with High Road (CR 256). FORD/BORCHERDING |
|---|-------|---|

SUBDIVISIONS

| | | |
|----|-------|---|
| 9 | 30-32 | 09-3-03 Resubdivision of Lot 7 Burnett Ranch Subdivision. Hold public hearing; consider approval of Final Plat. CONLEY/GARZA |
| 10 | 33-35 | 08-4-63 Resubdivision of Lot 69D River Mountain Ranch, Section One. Hold public hearing; consider approval of Final Plat. FORD/GARZA |

MISCELLANEOUS

| | | |
|----|-------|--|
| 11 | 36-38 | Discussion and possible action regarding the Hays County License Agreement for temporary use of county property. CONLEY |
| 12 | 39-74 | Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with S&B Infrastructure, Ltd. for engineering services on the FM 110 Pass Through Finance project (3545-02-001). INGALSBE |
| 13 | 75-81 | Discussion and possible action to approve an Adopt A County Roadway program in Pct 4, and any other precinct wishing to begin such a program. FORD |

| | | |
|----|--------|---|
| 14 | 82-87 | Discussion and possible action to approve the Bylaws of the Hays County Parks and Open Space Board as adopted by that Board on March 31, 2009. FORD |
| 15 | 88 | Discussion and possible action to allow Commissioner Ford and Jerry Borcharding to negotiate a contract with Rogers Design Services for design and project management of the 2001 Bond road, Mt. Gainor. FORD/BORCHERDING |
| 16 | 89-90 | Discussion and possible action to appoint Melinda Mallia to serve on the Parks and Open Space Board. FORD |
| 17 | 91 | Discussion and possible action to adopt a resolution supporting the creation of sub-committees of the Complete Count Committee regarding the Decennial Census in 2010. SUMTER |
| 18 | 92-94 | Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for funding to support a crime analyst position in the Sheriff's Office. SUMTER/RATLIFF/HAUFF |
| 19 | 95-96 | Discussion and possible action to amend the budget to transfer \$2914.63 from line item 440-5353 (Special Projects) to line item 440-5021 & 440-5101 (Staff Salaries). BARTON |
| 20 | 97 | Discussion and possible action to select Clayton Levy Little for RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize the committee to negotiate a contract. SUMTER/HERZOG/MAIORKA/JOHNSON |
| 21 | 98-105 | Discussion and possible action to approve funding the Criminal Investigations Division Lieutenant position above 25% of the range. SUMTER/RATLIFF |

WORKSHOP

| | | |
|----|-----|---|
| 22 | 106 | 1:00pm Workshop to discuss additions to Road Department building on Yarrington Road. SUMTER/BORCHERDING |
|----|-----|---|

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.

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 17TH day of April, 2009.

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Parks and Transfer Station Department presentation to the court by Jerry Pinnix.

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Pinnix

SPONSORED BY: SUMTER

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

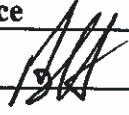
PREFERRED MEETING DATE REQUESTED: 4/21/09

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog



SUMMARY:

Agenda Item Request Form

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

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

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF APRIL 14, 2009

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

PREFERRED MEETING DATE REQUESTED: APRIL 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



APRIL 14, 2009

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14TH DAY OF APRIL A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
WILL CONLEY
KAREN FORD
LINDA C. FRITSCHKE

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ford gave the invocation and Commissioner Ingalsbe led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order. Human Resources Director Dee Dee Baen introduced new employees. Commissioner Conley was not present when the meeting was called to order.

26053 ADOPT PROCLAMATION DECLARING THE MONTH OF APRIL AS "AUTISM AWARENESS MONTH"

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to adopt Proclamation declaring the month of April as "Autism Awareness Month". All present voting "Aye". MOTION PASSED

26054 ADOPT PROCLAMATION RECOGNIZING APRIL 12TH - 18TH AS "PUBLIC SAFETY TELECOMMUNICATORS WEEK"

Lt. Dennis Gutierrez, Erica Carpenter, and Sheriff Ratliff spoke. A motion was made by Judge Sumter, seconded by Commissioner Ford to adopt proclamation recognizing April 12 - 18 as "Public Safety Telecommunicators Week". All present voting "Aye". MOTION PASSED

UPDATE ON FY2010 BUDGET NEEDS ASSOCIATED WITH THE U. S. DEPARTMENT OF JUSTICE, COMMUNITY ORIENTED POLICING SERVICES HIRING RECOVERY PROGRAM GRANT APPLICATION [T1-246]

Grants Administrator Jeff Hauff spoke of grant funding up to 12 entry level patrol positions in the Sheriff's office. This three year grant would amount to \$2,308,776 total. The county must retain and fund the positions during the 4th year of the program at a cost of \$847,536. Up front costs for equipping these officers is \$46,557.36 each, or a total of \$558,688.32 for twelve positions.

PRESENTATION FROM EMERGENCY MANAGEMENT COORDINATOR JEFF TURNER [T1-374]

Emergency Management Coordinator Jeff Turner spoke of managerial function of emergency management. He explained their mission and need for an updated plan. He spoke of NIMS compliance, Homeland Security Grants (Citizens Corp Project, EOC Grant, Urban Area Security Issue), NIMS training, CBRNE exercises, State Hurricane Drills, and Mass Fatality Exercise. He spoke of incidences that have occurred in Hays County and he spoke of various conferences and presentations. He spoke of regional projects with local impact.

PRESENTATION BY MIKE WEAVER OF THE MONTHLY PROGRESS REPORT FOR THE HAYS COUNTY PASS THROUGH FINANCE PROGRAM FOR MARCH 2009 [T1-1009]

Mike Weaver (Prime Strategies Inc.) provided a progress report on the pass through financing program. He advised that Lakewood Drive has been removed from the FM1626B pass through project and will be developed as a road bond project, Commissioners Court awarded FM 110 design to S&B Infrastructure on April 7, 2009, and he provided an update of cash flow requirements for future bond sale. He provided drawings and information regarding FM1626 project and update regarding US290, and FM2001.

PUBLIC COMMENT

[T1-1009] Daniel Scales made public comment.

**26055 APPROVE PAYMENT OF COUNTY INVOICES**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payments of county invoices in the amount of \$477,810.16 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

26056 APPROVE COMMISSIONER COURT MINUTES OF APRIL 1ST, 2ND & 7TH, 2009

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioner Court Minutes of April 1, 2, & 7, 2009 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

26057 APPROVE SPECIFICATIONS FOR BID #2009-B11 CONSTRUCTION OF METAL BUILDING FOR HAYS COUNTY CITIZENS COLLECTION STATION/DRIFTWOOD AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve specifications for bid #2009-B11 construction of metal building for Hays County Citizens Collection Station/Driftwood and authorize purchasing to solicit for bid and advertise. All present voting "Aye". MOTION PASSED

26058 APPROVE RENEWAL OF BID #2006-B17 "FURNISH & INSTALL GUARDRAILS" WITH ROADWAY SPECIALISTS FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL BID

A motion was made by Commissioner Barton, seconded by Commissioner to approve renewal of bid #2006-B17 "Furnish & Install Guardrails" with Roadway Specialists for one (1) additional year as provided for in the original bid. All present voting "Aye". MOTION PASSED

26059 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AMENDMENT EXTENDING THE CONTRACT TERMINATION DATE FOR CAPCOG GRANT 08-12-G16 FOR RECYCLING CENTER

A motion was made by Commissioner Barton, seconded by Commissioner to authorize the County Judge to execute an Amendment extending the contract termination date for CAPCOG Grant 08-12-G16 for Recycling Center. All present voting "Aye". MOTION PASSED

26060 APPROVE MAINTENANCE AGREEMENT WITH CLIFFORD POWER SYSTEMS FOR THE GENERATOR AT THE JUVENILE DETENTION CENTER

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Maintenance Agreement with Clifford Power Systems for the generator at the Juvenile Detention Center. All present voting "Aye". MOTION PASSED

26061 APPROVE RELEASE OF MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR KUYKENDALL SUBDIVISION [T1-1110]

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve release of maintenance bond and accept for maintenance all roads and drainage improvements within county ROW for Kuykendall Subdivision. All present voting "Aye". MOTION PASSED

Clerk's Note: Commissioner Conley came to the meeting at this time.

26062 APPROVE RELEASE OF MAINTENANCE BOND, RELEASE OF RE-VEGETATION BOND AND ACCEPT FOR MAINTENANCE ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN COUNTY R-O-W FOR BELTERRA SUBDIVISION, PHASE 4, SECTION 18 [T1-1117]

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve release of maintenance bond, release of re-vegetable bond and accept for maintenance all roads and drainage improvements within county right-of-way for Belterra Subdivision Phase 4, Section 18. All voting "Aye". MOTION PASSED



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- 26063 APPROVE RELEASE OF MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN COUNTY R-O-W FOR WALKING W RANCH SUBDIVISION, PHASE C [T1-1148]**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve release of maintenance bond and accept for maintenance all roads and drainage improvements within county right-of-way for Walking W Ranch Subdivision Phase C. All voting "Aye". MOTION PASSED

- 26064 APPROVE RELEASE OF MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN COUNTY R-O-W FOR BELTERRA SUBDIVISION, PHASE 3, SECTION 11 B [T1-1171]**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve release of maintenance bond and accept for maintenance all roads and drainage improvements within county right-of-way for Belterra Subdivision Phase 3 Section 11 B. All voting "Aye". MOTION PASSED

- 26065 APPROVE RESOLUTION REGARDING APPROVAL OF THE ISSUANCE OF FIRST MORTGAGE REVENUE BONDS BY TARRANT COUNTY FOR TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION, PURSUANT TO THE PROVISIONS OF THE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ACT, AS AMENDED, ARTICLE 1528M V.A.C.T.S. (THE "ACT") [T1-1186]**

Special Counsel Mark Kennedy explained the project. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Resolution regarding approval of the issuance of First Mortgage Revenue Bonds by Tarrant County for Tarrant County Cultural Education Facilities Finance Corporation, Pursuant to the provisions of the Cultural Education Facilities Finance Corporation Act, as amended, Article 1528M V.A.C.T.S. (the "Act") All voting "Aye". MOTION PASSED

- 26066 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH BROADUSS AND ASSOCIATES FOR PROGRAM MANAGEMENT OF THE HAYS COUNTY GOVERNMENT CENTER PROJECT [T1-1232]**

Jim Broaduss and Brenda Jenkins (Project Executive) spoke of the project. Special Counsel Mark Kennedy spoke of the contract and audit clause that needs to be added. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute a contract with Broaduss and Associates for Program Management of the Hays County Government Center Project with amendments recommended by Special Counsel. All voting "Aye". MOTION PASSED

- 26067 DISCUSSION AND ACTION REGARDING A POLICY TO BE STYLED "ETHICS BEGINS AT HOME", RELATED TO THE ESTABLISHMENT OF ETHICAL AND ACCOUNTABILITY STANDARDS FOR BOTH LOCAL AND INTERNATIONAL PROFESSIONAL FIRMS WISHING TO DO BUSINESS WITH HAYS COUNTY [T1-2003]**

Commissioner Barton spoke of standards for companies doing business with Hays County and he suggested that the county should demand a high level of ethical conduct from those who would use our tax dollars. He proposed that the court ask District Attorney Sherri Tibbe and her Civil Division Chief Mark Kennedy, along with purchasing director Cindy Maiorka, to prepare a policy. He read from a list of five items that he would like to see in that policy: (1) Who is affected: professional service contracts of \$10,000 or more, (2) Convicted firms and key individuals are prohibited from Hays County work, (3) Disclosure: Firms and key individuals must disclose if they are under government investigation or if affiliates are under investigation or have been convicted, (4) the right to consider and terminate, and (5) If the Commissioners Court has a finding that this is a sole source company that the service they provide is not readily available elsewhere but it is critically important to the health, welfare and safety to the citizens of Hays County, then we can provide an exception, and an opportunity for any company who might be prohibited to come before the court and argue for an exception but would require a public hearing before Commissioners Court and an affirmative vote by the court finding that they have addressed the circumstances that led to the conviction made changes in the corporate culture of the company and/or that there were other extenuating circumstances. Discussion was had regarding various concerns by members of the court. Mark Kennedy spoke of adding to the current code of ethics in the meantime – it must be equitable across the board. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to establish a policy to be styled "Ethics Begins at Home" related to the establishment of ethical and accountability standards for both local and international professional firms wishing to do business with Hays County and to request the committee to work with Commissioner Barton on details and bring back the final policy for consideration by the court. All voting "Aye". MOTION PASSED



26068 **AUTHORIZE THE COUNTY JUDGE TO SIGN AND SUBMIT THE INCIDENTAL TAKE PERMIT APPLICATION FORM ASSOCIATED WITH THE HAYS COUNTY REGIONAL HABITAT CONSERVATION PLAN TO THE U.S. FISH AND WILDLIFE SERVICE FOR PROCESSING** [T1-3008]

A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to sign and submit the Incidental Take Permit Application Form associated with the Hays County Regional Habitat Conservation Plan to the U.S. Fish and Wildlife Service for processing. All voting "Aye". MOTION PASSED

Court was adjourned.

I, LINDA C. FRITSCHKE, 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 APRIL 14, 2009.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Authorize County Judge to approve the Personal Health Department's request for additional funds in the amount of \$4224.00 from Texas Department of State Health Services (DSHS) Emergency Preparedness program for FY 2009.

CHECK ONE: ☒ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The request for additional funds will be used to pay for copier lease, cell phone bills, two LCRA radios, and the Century Tel bill for one month. The program year for this grant ends on July 31, 2009.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize County Judge to approve the Personal Health Department's request for additional funds in the amount of \$4224.00 from Texas Department of State Health Services (DSHS) Emergency Preparedness program for FY 2009.

PREFERRED MEETING DATE REQUESTED: April 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$4224.00

COUNTY PURCHASING GUIDELINES FOLLOWED: __N/A__

PAYMENT TERMS ACCEPTABLE: __N/A__

COMMENTS: The budget will be amended to reflect the additional funding when the grant is accepted.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

BUDGET SUMMARY AND BUDGET DETAIL FORMS

BUDGET SUMMARY FORM

Legal Name of Applicant:

HAYS COUNTY PERSONAL HEALTH | DATE:

4/7/2009

| Cost Categories | DSHS Funds Requested |
|---------------------------|----------------------|
| Personnel | 83,737.00 |
| Fringe Benefits | 30,446.00 |
| Travel | - |
| Equipment | - |
| Supplies | 2,975.00 |
| Contractual | - |
| Other | \$7,860.00 |
| Total Direct Costs | 125,018.00 |
| Indirect Costs | - |
| Total | 125,018.00 |

To pay thru July: Copier lease, LCRA radios, cell phone & 1 month phone bill.

Copier lease - 456 per month x 4 months

LCRA Radio's lease - 50 x 2 radios x 4 months

Cell Phones - 50 x 3 phones x 4 months

CenturyTel bill - 1 month (all land lines-rotates between grants & C

*Current contract 120,794 - Increase contract by 4,224 to help cover lease and phone expenses through contract end date on July 31,2009.

Contract Amendment - requested

10-381-6737 (4,224) Increase Revenue
10-737-5391 4,224 Increase Other Misc Expense

NO COUNTY MATCH REQUIRED

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

AGENDA ITEM:

Accept the delivery of the internal examination report of the Constable Pct. 4 Office.

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

PREFERRED MEETING DATE REQUESTED: 4/21/09

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bill Herzog 

SPONSORED BY:

SUMMARY:

See the attached report.



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2279

www.co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

March 25, 2009

Honorable Ron E. Hood
Hays County Constable Precinct 4
P.O. Box 1651
Dripping Springs, Texas 78620

Dear Constable Hood:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Constable Precinct 4 financial records for the period of December 1, 2007 to December 31, 2008. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation. During the period under review, the Constable's office was under the administration of Constable Debra Brown.

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

Traffic Citation Books

Traffic citation books were not properly retained in accordance with local government record retention schedules.

The Constable's office was unable to provide the Auditor's office with a complete listing of traffic citation books issued during the period under review. The Constable's office was unaware of local government record retention schedules, shredded the traffic citation books, and did not maintain a log of traffic citation books issued.

Recommendation

The Constable's office should establish good internal control policies for the issuance and disposition of traffic citation books. In order to properly account for and safeguard the traffic citation books, these books and records should be retained in accordance with local government record retention schedules. Since the Constable's office was unable to account for the numerical sequence of traffic citations issued, the Auditor's office was unable to determine whether citations were issued, lost, or voided. In addition, the Auditor's office was unable to determine whether traffic citations were appropriately submitted to the Justice of the Peace office for processing.

Management Response (Constable R. Hood)

All citations books that have not been issued will be secured (lock & key) in a filing cabinet in the Constables Office. A log is now in place to document – (1). when the citations books was issued, (2). to whom the citation book was issued, and (3). the date the citation book was returned. The “issued” citation book(s) will be retained a minimum of one (1) year to allow proper adjudication.

Civil Service Invoices

The Constable’s office does not issue invoices for outstanding (unpaid) out of county civil services.

In discussing the process for issuing invoices for outstanding civil services with Constable Brown, there was not a process in place for issuing, monitoring, and administering collection procedures for unpaid out of county civil services. Outstanding out of county civil services consisted of papers served for criminal cases and tax citations, which must be served even when payment has not been received. According to Constable Brown, there were times when payments were received by the Constable’s office and there was no record as to which out of county civil service case the payment should be applied to.

Recommendation

The Constable’s office should begin issuing invoices for all outstanding (unpaid) out of county civil services. A record of outstanding invoices should be maintained and reviewed periodically. Second notices should be mailed if payments are not received. Without these procedures there is an increased risk of lost revenue or misapplied revenue.

Management Response (Constable R. Hood)

The current record system – “Odyssey” will be utilized to identify and track the status on invoices (criminal and tax citations). A monthly report will be generated from “Odyssey” that will identify those invoices deemed - “outstanding,” at which time a 2nd notice will be sent for collections.

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

Sincerely,



Bill Herzog, CPA
Hays County Auditor

bh/cmr

Agenda Item Request Form

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

AGENDA ITEM: Approve specifications for Bid #2009-B09 Road Improvements/Hot-Mix Overlay and authorize Purchasing to solicit for bid and advertise.

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

PREFERRED MEETING DATE REQUESTED: April 21 , 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Borcherding

SPONSORED BY:

SUMMARY: See attached specifications

SPECIFICATIONS FOR ROAD IMPROVEMENTS
HOT-MIX OVERLAY (FY09-A)

BID #
HAYS COUNTY, TEXAS

1. GENERAL CONDITIONS

Bids are solicited for furnishing the services set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. Mail bids: to Hays County Purchasing Office, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. By submitting a bid, vendor hereby agrees to all of terms and provisions of the bid specifications.

Bids received in the County purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the purchasing office shall be the official time of receipt. **Hays County does not accept fax bids.**

Bids may be withdrawn at any time **prior** to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.

The bidder agrees if this is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.

The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666, and attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized services have been received.

Hays County terms are net 30 days from invoice date.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendor's past performance record with Hays County
- Hays County's evaluation of vendor's ability

If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.

The County is tax exempt; therefore tax shall not be included in this offer.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners' Court. If sufficient funding or authority is not made available, the contract shall become null and void.

Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as a duly authorized expression on behalf of the County.

All bidders will be required to furnish proof of insurance for worker's Compensation, auto liability and general liability before any work may begin and shall remain in effect during the life of the contract.

If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "NO BID" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "NO BID" response the reason for submitting a no bid.

This contract shall remain in effect until contract expires or is in default. Either party may terminate this contract with a forty-five (45) day written notice to the other party prior to cancellation. The termination notice must state the reason(s) for such cancellation. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.

Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

This contract will be immediately canceled if it is found by the commissioners' Court that its continued performance endangers the citizens, personnel, property of Hays County or the environment.

The vendor shall make himself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the County of Hays and its representatives against any claims arising.

References:

Bidder will supply the name and an address of representatives where it has performed this service in the past or is now under contract for such services of the same and who may be contacted for references and performance history. The list of references will include company name, address, phone number, representative's number.

Experience:

Bidder certifies that it has a minimum of three (3) years experience in this field and projects of this size.

Insurance and Liability

During the period of this contract, successful bidder will maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, successful bidder will:

- Name the County as additional insured/or an insured, as its interest may appear
- Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance
- Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

Required coverage is as follows: (a) worker's compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than \$1 million; (c) commercial liability, including products and completed operations and contractual liability, with a combined single limit of \$2,000,000 per occurrence; and (d) excess liability insurance with limits not less than \$5 million.

Mandatory Pre-Bid Conference:

There will be a mandatory pre-bid conference held February 26, 2009 at 2:00 p.m. at the Hays County Road Department, 2171 Yarrington Road, San Marcos, Texas 78666. If you have any questions please call the Purchasing Office at 512-393-2273.

Specifications:

Specification Item 340 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern on this project.

Preparation for Paving:

All site preparations for paving will be the responsibility of Hays County.

Post-Paving Cleanup

All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

Safety warning signage, flagger operations, and traffic control will be the responsibility of the Contractor.

Temporary reflective centerline tabs are to be placed after each days operation.

Named roadways may be deleted as deemed necessary by Hays County.

Scheduling

All paving operations shall be scheduled through the Hays County Road and Bridge Department.

Hays County Road Department shall be notified 2 weeks prior to start date of each named roadway.

All named roadways shall be completed no later than March 5, 2009.

Notification Along Residential Streets:

Two days prior to paving the Contractor shall notify residents of upcoming operations.

Project Description:

1. Southridge Estates (residential streets off Centerpoint Road, San Marcos, Texas):
 - a. Approx. 5000' x 22' x 1.5"
2. Flite Acres Rd. (off FM 3237, Wimberley, Texas)
 - a. Approx. 16,700' x 24' x 1.5"
3. Coves of Cimarron (residential streets off Dove Lane, Buda, Texas)
 - a. Approx. 29,000' x 22' x 1.5"
 - b. Contractor is responsible for milling 2" at ribbon curb, tapered to 0"- 7' toward crown.
4. Fitzhugh Road (East of RR12)
 - a. Approx. 19,300' x 22' x 1.5"
5. Trautwein Road (Hwy. 290 to Fitzhugh Rd)
 - a. Approx. 20,700' x 22' x 1.5"
6. Bell Springs Road (Hwy 290 to Fitzhugh Rd)
 - a. Approx 21,200' x 22' x 1.5"
7. Chaparral Park (residential streets off FM 1626 near Manchaca, Texas)
 - a. Approx. 23,200' x 20' x 1.5"
8. Eagle Point Subdivision (off Centerpoint Road-San Marcos, Texas)
9. Posey Road Subdivision (Off Posey Road – San Marcos, Texas)

10. Military Drive (off Hwy 80, east of San Marcos, Texas)
11. Cypress Creek Road (off RR12, Wimberley, Texas)

Reference General Location Map attached.

Bidding Instructions:

1. Bid all roads as one project.

Specification:

Specification Item 340 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges shall govern on this project.

(Reference general location map attached)

Bids shall be returned to the Hays County Purchasing Office located at 111 E. San Antonio St, Suite 101, San Marcos, Texas 78666, March 5, 2009 no later than 2:00 p.m.

BID SHEET

BID
ROAD IMPROVEMENTS/HOT-MIX OVERLAY

Bid due: March 5, 2009 no later than 2:00 p.m.

(Submit bid pricing as cost per ton for total tonnage of all locations combined)

Bid Price for Named Roads:

\$_____per ton

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

(Signature of person authorized to sign bid)

(Printed name and title of signer)

(Date)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve Utility Permit.

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

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

SUMMARY:

Permit # 02012 Cedar Oaks Mesa (Water)

Permit # 02013 Goforth Road

PERMIT NO. : 02012 APPLICATION DATE : 3/9/2009 APPROVED DATE : 4/21/2009

CO. CODE : HLAI Company Name: HEJL, LEE AND Type of Utility: WATER

City: HUTTO Department: ENGINEERING

ROAD NO. : N/A ROAD NAME : N/A NAME Chien Y. Lee

SUBDIVISION : Cedar Oaks Mesa SEGMENT : 3

TYPE LINE : Water line

DESCRIPTION : Upgrade exiting water lines in Cedar Oaks
Mesa Subdivision . . .

SPECIAL PROVISIONS : To be installed per design engineers plans



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

Application for Installation

Utility Line on Hays County Right of Way

Date: March 9, 2009

Formal notice is hereby given that Hejl, Lee and Associates, Inc.
Company proposes to place a Approximately 2,500 L.F. of 8" PVC water line and 350 L.F. of 6" PVC water line.
line within the right-of way of Hays County
as follows: (give location, length, general design, etc.)

The proposed water line starts from the existing water plant, then south along High Mesa Drive until it reaches Campfire Way. From Campfire Way running south, it then crosses River Road and an existing easement to the existing 2-inch water line in Longhorn Circle. If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the _____ day of _____, 2009.

General Special Provisions:

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

Firm Hejl, Lee & Associates, Inc.

Title Principal

By (Print) Chien, Y. Lee, P.E., R.P.L.S., AICP

Address 321 Ed Schmidt Blvd, Suite 100,

Signature *Chien Y. Lee*

Hutto, Texas 78634

Phone (512) 642-3292

| | | |
|--|------------------|---------------|
| Approved by Hays County Road & Bridge Department | | |
| <u><i>Joel Lee</i></u> | <u>Inspector</u> | <u>4/6/09</u> |
| Signature | Title | Date |

June 18, 2008

PERMIT NO. : 02013 APPLICATION DATE :3/19/2009 APPROVED DATE : 4/21/2009

CO. CODE : PECK Company Name: PEC, INC. Type of Utility: ELECTRIC

City: KYLE Department: DISTRICT

ROAD NO. : CR157 ROAD NAME : Goforth Road NAME

SUBDIVISION :N/A SEGMENT : 1

TYPE LINE : Power Line

DESCRIPTION : Upgrade existing line and replace existing
pole . . .

SPECIAL PROVISIONS : Traffic control; poles to be min 10' from
travel way . . .



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

Application for Installation

Utility Line on Hays County Right of Way

Date: March 19, 2009

Formal notice is hereby given that PEDERNALES ELECTRIC COOPERATIVE, INC.
Company proposes to place a 3-phase, 24.9kV overhead power line on five wood poles
line within the right-of-way of County Road 157 (GoForth Road, just west of High Road, By La Mexicana Store(s)
as follows: (give location, length, general design, etc.)
Propose to rebuild a 3-phase overhead power line on GoForth Road across street from La Mexicana Store
to improve the existing clearance of telephone and cable TV over GoForth Road. Total new line is
580 ft. on five wood poles, remove 390 ft. of existing line and two poles as shown on attached sketch.
If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way
unless otherwise approved by the County.

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 6th day of April, 2009.

General Special Provisions:

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

Firm PEDERNALES ELECTRIC COOPERATIVE, INC.

Title District Engineering Supervisor

By (Print) George Esqueda

Address PO Box 100

Signature George Esqueda

Kyle, Texas 78640-0100

Phone 512-262-2161 ext. 7520

Approved by Hays County Road & Bridge Department

Signature [Signature]

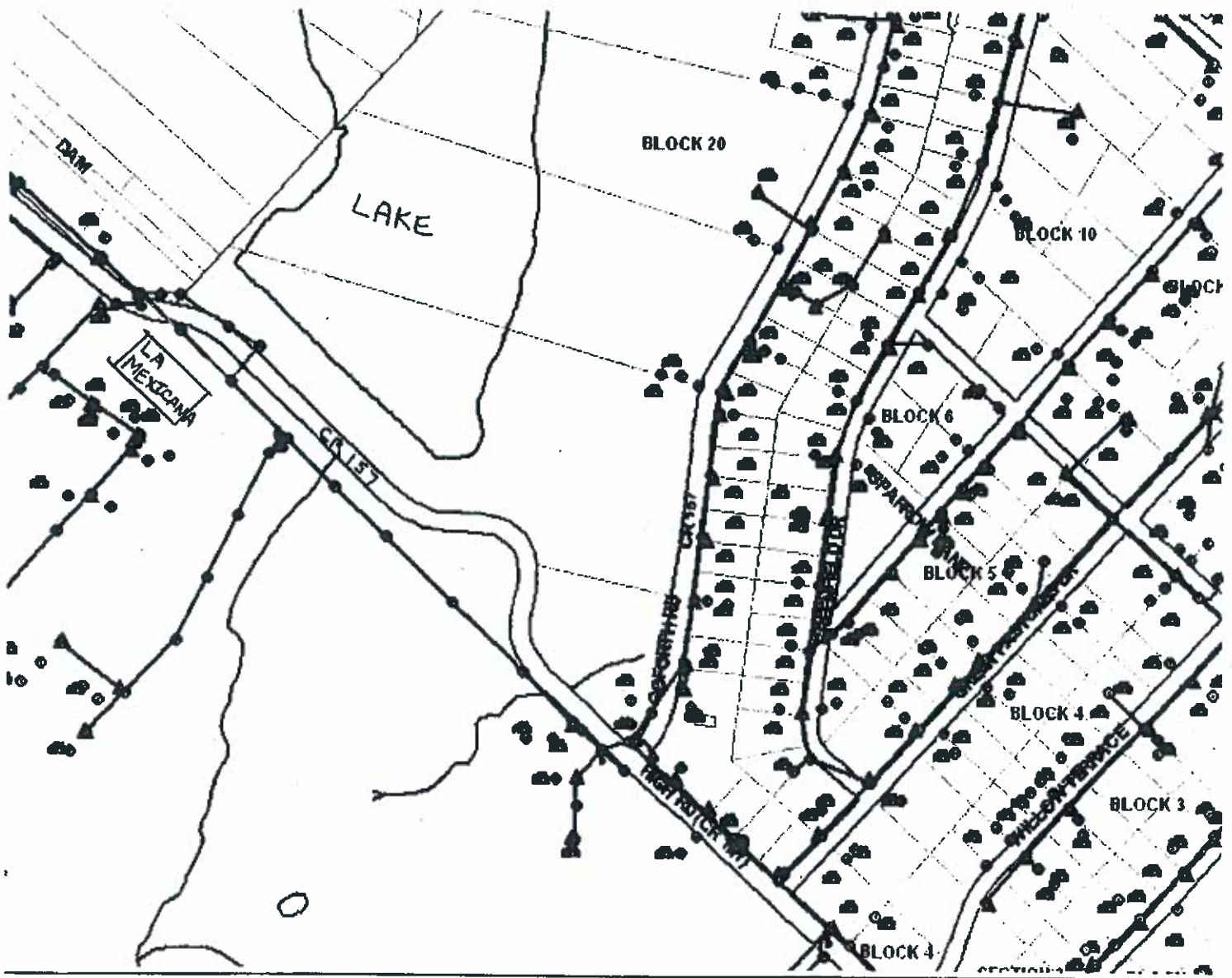
Title Inspector

Date 4/21/09

April 26, 2009



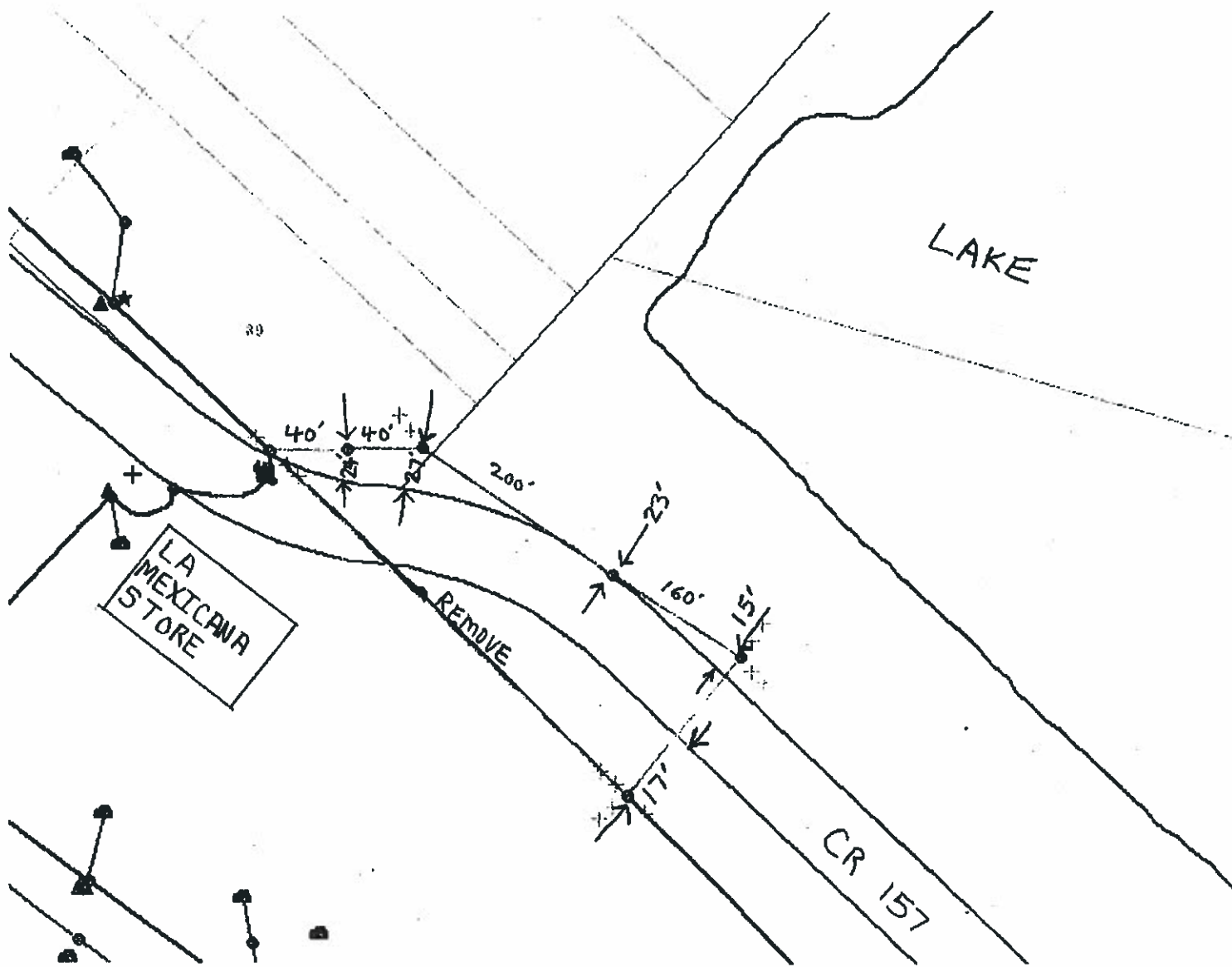
Pedernales Electric Cooperative



Copyright 1999 Utility Automation Integrators, Inc.



Pedernales Electric Cooperative



Copyright 1999 Utility Automation Integrators, Inc.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on May 5, 2009 to establish traffic regulations on Summit Pass at the intersection with High Road (CR 256).

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

To establish: a stop sign on Summit Pass at High Road (CR 256) in The Highlands subdivision.

STAFF REVIEW/COMMENTS

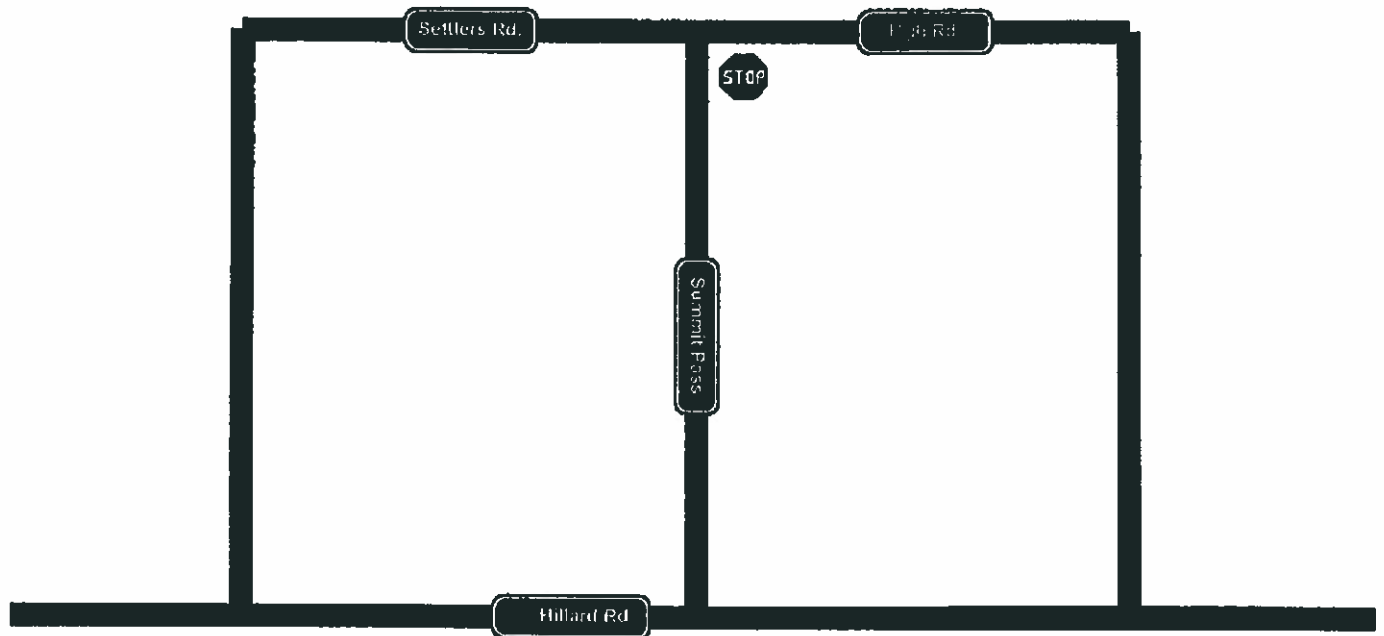
ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Precinct 4
Summit Pass @ High Road

Proposed/Recommended Traffic
Regulations:
Stop Signs and Speed Limits As
Indicated Below



- This proposal will:**
- 1. Stop traffic on Summit Pass at High Rd.**

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

09-3-03 Resubdivision of Lot 7 Burnett Ranch Subdivision. Hold public hearing; consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Burnett Ranch is a Subdivision located off of 2325 in precinct 3. Currently Lot 7 is 13.8 acres in size. The proposed action will divide lot 7 into 2 newly platted lots of 6.00 (7a) and 7.79 (7b) acres in size. The average road frontage for each of these proposed is 650 feet, which fronts on Circle Drive. This action will increase the density in a platted subdivision; therefore a public hearing is required. Each lot is to be served by private wells and individual OSSF's. There are no variances and the entire division is outside of the limits of any ETJ. One property owner has objected to the replat by letter and will be unable to attend the public hearing. The letter is included in your backup.



Johnnie B. Heck
Llano County Commissioner, Pct. 1
PO Box 8759
Horseshoe Bay, Texas, 78657
Phone 830-598-2296
Fax 830-598-5231
April 7, 2009

Commissioner William Conley
P.O. Box 2085
14306 RR 12
Wimberley, TX. 78676

Dear Commissioner Conley,

I am a property owner in Burnett Ranches, Sec. 1. I recently received notice of a re-plat of Lot 7, (13.79 acres). I called you and advised that I would respond to the notice just to be on record that I am in opposition to the proposed re-plat. I am aware of the governance in Local Government Code 232 and Commissioners Courts have very little control over re-plats unless they fall in a floodplain.

I have owned my property in this subdivision since 1977. The concerns that I have relate to population density, and the increased demand for freshwater from the Glen Rose formation and or the Trinity formation. This requires increased waste water and sewage in an area that is ecologically very fragile. I also believe strongly in individual property rights which creates opposition to development in some cases.

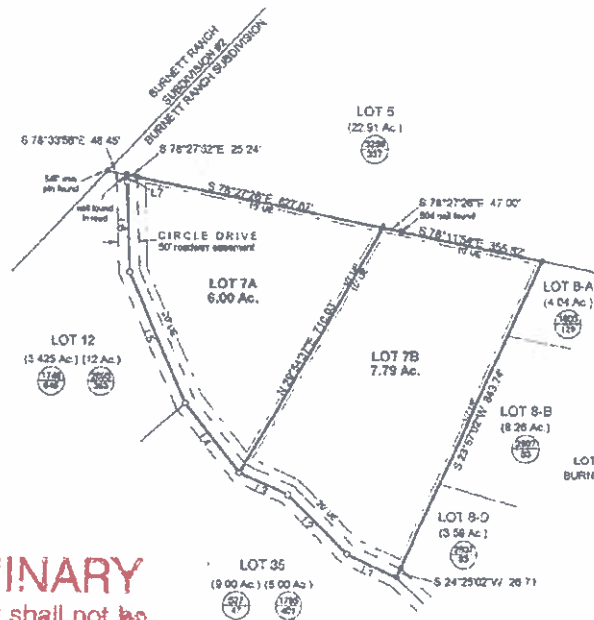
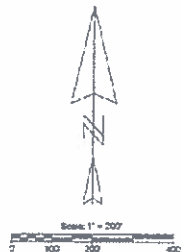
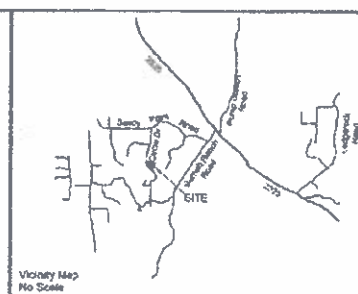
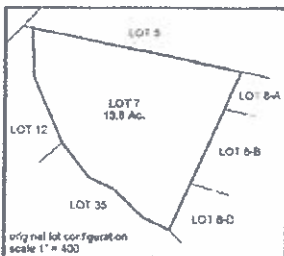
I recently attended the House Sub-committee that heard testimony on HB 3265. The room was so crowded that I was unable to introduce myself to you. Thanks for your support of this bill. It will be interesting to witness its progression through the legislative process. Again, thank you for your public service to Precinct 3.

Sincerely,

A handwritten signature in cursive script that reads "Johnnie B. Heck".

Johnnie B. Heck
P.O. Box 7811
Horseshoe Bay, TX 78657

Cc: Clint Garza



LINE TABLE

| | |
|----|-----------------------|
| L1 | = N 64°50'38"W 136.73 |
| L2 | = N 45°13'38"W 211.83 |
| L3 | = N 85°34'38"W 132.59 |
| L4 | = N 3°48'38"W 220.74 |
| L5 | = N 23°20'38"W 357.72 |
| L6 | = N 07°04'38"W 226.59 |
| L7 | = N 01°54'32"W 16.97 |

LEGEND

- = 1/2" iron pin found unless otherwise noted
- Δ = 1/2" iron pin to be set
- = cotton spindle found
- UE = utility easement
- (XXXX) = recorded data
- = Hays County Public Records
- = Hays County Plat Records

PRELIMINARY
This document shall not be recorded for any purpose.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That I, Laura A. Britt, owner of 13.8 acres of land, more or less, also known as Lot 7, BURNETT RANCH SUBDIVISION, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 177, Plat Records of Hays County, Texas, out of the C. OYERLAND SURVEY, Hays County, Texas, as conveyed to me by deed dated August 1, 2008, and recorded in Volume 3444, Page 767, Hays County Official Public Records, DO HEREBY subdivide said 13.8 acres of land, to be known as the RESUBDIVISION OF LOT 7, BURNETT RANCH SUBDIVISION, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted.

WITNESS MY HAND, this the _____ day of _____, A.D. 2009.

Laura A. Britt, 3818 Menck Street, Houston, Texas 77025-2426

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared, Laura A. Britt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2009.

NOTARY PUBLIC in and for Hays County, Texas
My commission expires _____

No structure in this subdivision shall be occupied until connected to an individual water supply or State approved community water system. Due to declining water supplies and diminishing water quality, prospective owners are cautioned by Hays County to question the water 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 Environmental Health.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Jerry Borchert
Resource, Protection,
Transportation and Planning Director

Tom Pope
Floodplain Administrator

KNOW ALL MEN BY THESE PRESENTS, That I, Clyde Barrow, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were found or properly placed under my supervision.

Clyde Barrow R.P.L.S. #5404, State of Texas

PRELIMINARY
This document shall not be recorded for any purpose.

EAGLE LAND SURVEYING
(512) 847-1079
P.O. Box 2264 Wimberley, TX 78676

Scale: 1" = 200'
Date: February 5, 2009
Job No.: 80237 / sub3 zak k/b/r/f/w

NOTES

- No portion of this subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Contributing Zone of the Edwards Aquifer.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County Community Panel 6480321 (03/08, dated September 2, 2005).
- This subdivision lies within the Wimberley Independent School District.
- Water service for this subdivision is to be by private, individual water supply.
- Wastewater treatment for this subdivision is to be by private, Individual On-site Sewage Facilities.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Verizon.
- No portion of this subdivision is within the corporate city limits or the E.U. of any municipality.
- Total number of lots is 2, the total area of this subdivision is 13.8 acres, the average size of the lots is 6.9 acres, with 0 lots 10 acres or larger, 2 lots 5-10 acres, 0 lots 2-5 acres, 0 lots 1-2 acres and 0 lots smaller than 1 acre.
- There is hereby dedicated a public utility easement being 5' wide along either side of any existing facilities.

Driveway Permit Statement:

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Road Department of Hays County and (b) the driveway satisfies the minimum spacing requirements for driveways set forth in Sections 7.4 and 7.5 of the Hays County Subdivision Regulations."

Minimum driveway culvert size:

All lots shall have a minimum driveway culvert size of 18" if needed.

"The requirement concerning construction standards for roadways installed within the right-of-way of streets and highways and requiring all such roadways to be made of portable material, as defined in the ordinance."

STATE OF TEXAS
COUNTY OF HAYS

I, Linda C. Fritzsche, 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. 2009, at _____ o'clock _____ M., in the Plat Records of Hays County, Texas, in Book _____ Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2009.

LINDA C. FRITZSCHE
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, Linda C. Fritzsche, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 2009, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of said Court in Book _____ Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2009.

ELIZABETH SUMTER
COUNTY JUDGE
HAYS COUNTY, TEXAS

LINDA C. FRITZSCHE
COUNTY CLERK
HAYS COUNTY, TEXAS

**RESUBDIVISION OF LOT 7,
BURNETT RANCH SUBDIVISION**

Establishing Lot 7A and Lot 7B, being a resubdivision of BURNETT RANCH SUBDIVISION, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 177, Hays County Plat Records.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

08-4-63 Resubdivision of Lot 69D River Mountain Ranch, Section One. Hold public hearing; consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

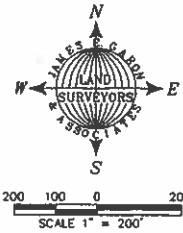
REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

River Mountain Ranch is a Subdivision located off of 3237 in precinct 4. Currently Lot 69 is 38.143 acres in size. The proposed action will divide the lot into 3 newly platted lots of 5.00 (69D-1), 5.00 (69D-2), and 28.143 (69 D-3) acres in size. Preliminary plan was approved on March 23, 2009, at that time there were 2 variances granted for driveway spacing and length. There are no new variances. This action will increase the density in a platted subdivision; therefore a public hearing is required. Each lot is to be served by a private well and individual OSSF.

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1 | 220.00' | 60.29' | 60.11' | N 85°06' E | 15°42'10" |



LEGEND

- ⊕ CALCULATED POINT
- 1/2" REBAR FOUND
- 1/2" REBAR SET W/CAP
- ⊗ STAMPED J.E. GARON RPLS 4303
- ⊗ COTTON SPINDLE FOUND
- ▲ 604 NAIL FOUND
- △ 604 NAIL SET
- △ TREE (SIZE & TYPE NOTED)
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE

[1133/548] RECORD INFORMATION
 (7/29) RECORD INFORMATION
 [9/317] RECORD INFORMATION

| LINE | BEARING | DISTANCE |
|-------|---------------|----------|
| L1 | N 27°52'54" E | 127.33' |
| [L1] | N 27°43'52" E | 127.17' |
| L2 | S 48°27'53" W | 186.31' |
| [L2] | S 48°26'14" W | 186.20' |
| L3 | S 06°45'19" W | 91.97' |
| [L3] | S 06°44'11" W | 92.01' |
| L4 | S 58°23'19" W | 113.26' |
| [L4] | S 58°24'48" W | 113.17' |
| L5 | S 11°15'19" E | 64.01' |
| [L5] | S 10°16'31" E | 64.02' |
| L6 | S 28°04'55" W | 128.38' |
| [L6] | S 27°39'50" W | 125.80' |
| L7 | S 52°34'06" W | 103.24' |
| [L7] | S 52°33'25" W | 103.26' |
| L8 | S 72°20'17" W | 74.13' |
| [L8] | S 72°19'00" W | 74.14' |
| L9 | S 48°48'22" W | 109.48' |
| [L9] | S 46°45'53" W | 109.51' |
| L10 | N 26°35'53" W | 67.81' |
| [L10] | N 26°41'17" W | 67.96' |
| L11 | N 13°08'28" W | 102.28' |
| [L11] | N 13°07'00" W | 102.26' |
| L12 | N 28°36'08" W | 101.09' |
| [L12] | N 28°37'06" W | 101.13' |
| L13 | N 38°12'33" W | 91.21' |
| [L13] | N 38°13'44" W | 91.21' |
| L14 | N 28°48'19" W | 68.10' |
| [L14] | N 28°49'32" W | 68.10' |
| L15 | N 02°28'53" W | 123.39' |
| [L15] | N 02°28'05" W | 123.42' |
| L16 | N 01°09'57" E | 205.60' |
| [L16] | N 01°24'43" E | 206.51' |
| L17 | S 01°59'05" E | 96.32' |
| [L17] | S 01°53'21" W | 66.46' |
| [L18] | S 11°00'11" E | 221.93' |
| L19 | S 73°44'08" W | 83.92' |
| [L19] | N 74°27'55" E | 83.92' |
| L20 | S 86°28'21" W | 99.33' |
| [L20] | N 87°12'08" E | 99.33' |
| L21 | N 86°06'17" W | 88.02' |
| [L21] | S 85°22'30" E | 88.02' |
| L22 | N 57°16'44" W | 202.48' |
| [L22] | S 56°21'30" E | 200.80' |
| L23 | S 05°10'35" E | 158.66' |
| [L23] | N 00°13'45" E | 158.66' |
| L24 | N 58°35'55" E | 132.96' |
| [L24] | N 55°14'25" E | 127.89' |
| L25 | N 62°40'49" E | 60.82' |
| [L25] | N 71°41'53" E | 76.45' |

RESUBDIVISION OF LOT 69D, RIVER MOUNTAIN RANCH SECTION ONE



JAMES E. GARON & ASSOC.
 PROFESSIONAL LAND SURVEYORS
 924 Main Street
 Bastrop, Texas 78602
 (512) 303-4185

FILE: SER\CO\HAYS\SUB\RM\SEC1\849507.DWG
 F.B. NO. 1

DAY LAND & CATTLE CO. SURVEY

CARL B. LASNER
 135.197 AC.
 1317/844

SHEET 2 OF 2

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action regarding the Hays County License Agreement for temporary use of county property.

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

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Discussion on the county policy as it relates to courthouse permits. The Court needs to clarify the policy and distinguish the difference between how the policy applies to organized events versus political gatherings and what distinction is made between the two types of events.

Commissioner Conley –

This is a response to your email regarding the Tax Protest scheduled for April 15, 2009.

In October of 2007, this Commissioners Court voted 5-0 to approve a License Agreement for use of the Courthouse grounds (and other Hays County buildings). My office administers these Agreements, handling the booking of reservations and the dissemination of the information needed by event holders. Since 2007, this Agreement has remained unchanged.

I do think the Judge or the Court could, from time to time, waive certain provisions or requirements contained in our standard License Agreement. However, I do have concerns with a waiver of the Insurance provision (and I would want the occasional waiver to have a non-discriminatory basis). While counties do enjoy sovereign immunity from liability for many tortious acts, the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practice and Remedies Code) specifically cites certain situations in which counties may not successfully assert Sovereign Immunity. The pertinent section is:

Sec. 101.021. GOVERNMENTAL LIABILITY.

A governmental unit in the state is liable for:

(1) property damage, personal injury, and death proximately caused by the wrongful act or omission or the negligence of an employee acting within his scope of employment if:

(A) the property damage, personal injury, or death arises from the operation or use of a motor-driven vehicle or motor-driven equipment; and

(B) the employee would be personally liable to the claimant according to Texas law; and

(2) personal injury and death so caused by a condition or use of tangible personal or real property if the governmental unit would, were it a private person, be liable to the claimant according to Texas law. (emphasis added)

The bolded, underlined phrase in section 101.021(2) does expose Hays County to liability for injuries that occur on the Courthouse grounds, regardless of what type of event is being held there. As I'm sure you've heard me say before, even while regarding and recognizing an individual's Civil Rights, governmental entities may dictate the time, place, and manner in which that individual may exercise rights under the 1st Amendment. With that in mind, we have included an insurance provision in the Agreement that ensures coverage of negligent acts by event organizers.

The State Preservation Board allows reservation of space on the grounds of the State Capital. I looked up their policies as a point of comparison. They do require that event holders indemnify them for injuries that "result from the event holder's presence, equipment, or use of Capitol Grounds." So it does appear that the State Preservation Board is interested in protecting itself against 3rd party liability. They do not, however, include an insurance provision. This, in my opinion, falls short of truly protecting the property owner, in this case the State of Texas. After all, an indemnity provision may mean very little if the event holder has no means to indemnify the property owner. That said, the requirement of

insurance is ultimately a policy decision that has been considered and perhaps should be reconsidered by the Commissioners Court; and my office would dutifully administer any policy the Court passed.

It is important to note that my office has drawn a distinction between “events” and “general public access.” Event holders often want exclusive, temporary use of the grounds or particular areas of the grounds. For instance, event holders sometimes want to set up audio equipment and reserve the Courthouse steps and/or place seating on the East lawn. Event holders also often bring equipment (e.g. grills, tables, tents, electronic equipment, etc.) onto the grounds. Those event holders are required to execute a License Agreement. On the other hand, the public has general access to the Courthouse grounds on a daily basis. People who want to gather here informally may do so *without* the execution of a License Agreement. So, general public access would apply to groups that wish to picket, exercise their 1st Amendment rights, or even enjoy a picnic on the lawn. As a case in point, the recent “tax protest” group, which initially emailed my office wanting to reserve use of the Courthouse grounds, eventually decided that they would rather *not* take out Special Event insurance. Special Event insurance would have cost them \$445.87; so they, instead, chose to generally access the Courthouse grounds. Although I did not personally speak to them, the indications I got from my staff were that they seemed satisfied with the more general form of access.

I should also correct a minor point made in my first memorandum, dated April 7, 2009. In that memorandum, I stated that the “tax protest” group “could picket along the sidewalk that runs around the outer edge of the Courthouse grounds.” That statement *sounds* like I wish to limit their access to the grounds, which is not the case. I made that statement because that is where most groups picket. I assume they gather on the perimeter because that is where they would most likely be seen by cars and other passers by. I would like to clarify my statement here, and say that any “general public access” group may also gather casually in the interior public-access areas, but they cannot do so exclusively without coordination from the County. Likewise they could not disrupt another event holder who has executed a License Agreement with Hays County, and they would not be provided electricity, since that is not a service provided to the general public.

I hope this answers any questions the Court members may have regarding this matter. I look forward to discussing this issue at length on next week’s agenda.

Sincerely,

Mark D. Kennedy
Chief - Civil Division
Hays County Criminal District Attorney's Office
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, Texas 78666
(512) 393-2208
(512) 393-2246 (fax)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute a Professional Services Agreement with S&B Infrastructure, Ltd. for engineering services on the FM 110 Pass Through Finance project (3545-02-001).

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: not to exceed \$1,000,000

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Commissioner Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: S&B Infrastructure Ltd. has honored the fee that was previously considered in the agreement with KBR.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a Professional Services Agreement with S&B Infrastructure, Ltd. for engineering services on the FM 110 Pass Through Finance project (3545-02-001).

PREFERRED MEETING DATE REQUESTED: April 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$1,000,000 Bond Funds

COUNTY PURCHASING GUIDELINES FOLLOWED: ___ Yes _____

PAYMENT TERMS ACCEPTABLE: ___ Yes _____

COMMENTS: This expenditure is not budgeted but is to be paid from funds from a future bond issue.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Contract No. S&B Infrastructure - FM 110 Pass Through
CSJ# 3545-02-001

Checklist

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services - Appendix A
 - ☒ Exhibit A - Services to be provided by County
 - ☒ Exhibit B - Services to be provided by Engineer
 - ☒ Exhibit C - Work Schedule
 - ☒ Exhibit D - Fee Schedule
- ☒ Production Schedule - Exhibit IV
- ☒ Hourly Rates of Engineer - Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement - Appendix B
- ☒ Insurance Procurement / RFP
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☒ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

January 2009
RES

Contract No. _____

Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

DRH

January 2009

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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NSA

January 2009

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and S&B Infrastructure, Ltd. (*the "Engineer"*).

WHEREAS, *County* proposes to construct a Loop around San Marcos on FM 110;

WHEREAS, *County* desires to obtain professional services for _design services for FM 110 – San Marcos Loop. (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

WHEREAS, *Engineer* agrees to adhere to the conditions as set forth in the Master Agreement whereby County has entered into a Pass-Through Toll Agreement with the Texas Department of Transportation which is a part of and attached to this Agreement as Appendix C. As such, the County shall be referred to as the DEVELOPER, and the Texas Department of Transportation shall be referred to as the DEPARTMENT.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the agent as designated in the Scope of Services in Appendix A, or as otherwise designated by the Hays County Commissioners Court (*individually or collectively the "County Designee"*). The *County Designee* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Hays County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Designee*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases

January 2009

of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.

- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. *County* shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Designee* so instructs *Engineer*.
- D. *Engineer* shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Designee* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Hays County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Hays County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual



January 2009

Contract No. _____

3 of 28 Pages

3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

TS

January 2009

Section III
Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Designee* shall be final and binding on *Engineer*.

Section IV
Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 720 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Designee* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Designee*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall

REB
January 2009

shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *Engineer* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Engineer* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *Engineer* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Engineer* shall be liable for any additional costs incurred by *County*.
- F. *Engineer* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *Engineer* agrees that one hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Engineer* for every day that *Engineer* does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Designee* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Designee* shall have complete authority to interpret and

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define *County's* policies and decisions with respect to *Engineer's* services. The *County Designee* may designate representatives to transmit instructions and receive information.

- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Designee* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Designee*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary,

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necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Designee's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Designee*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.

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- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Designee* regarding county permitting or similar requirements properly waivable by the *County Designee*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances. ✓
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Designee's* request be immediately removed from association with the *Project*.
- I. If the procurement of adequate qualified personnel by *Engineer* would result in taxable professional services being charged to *Engineer* (c.g. Surveying), then the charges for such


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services shall be paid by County directly so that County may assert tax exemption under Section 151.309 of the Texas Tax Code, or other applicable law. Any such direct payment by County is hereby granted, by the Hays County Commissioners Court, a discretionary exemption from the competitive requirements set out in Section 232.023 of the Texas Local Government Code.

- J. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- K. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- L. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Designee*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Hays County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

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- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. *Severability*. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. *Venue*. It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. *Equal Opportunity in Employment*. *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. *Certificate of Engineer*. *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:

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- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. *Notice.* Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: S&B Infrastructure, Ltd.
Daniel O. Rios, PE, Senior Vice President
807 Brazos, Suite 901
Austin, Texas, 78701

COUNTY: Hays County Judge
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666
Attn: Judge Liz Sumter (or successor)

with copy to: Hays County District Attorney – Civil Division Chief
111 E. San Antonio, Suite 204
San Marcos, Texas 78666
Attn: Mark Kennedy (or successor)

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver



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and to: [Hays County Designee]

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Designee* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting

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forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Texas Limited Part Partnership; duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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EXECUTED this 14th day of April, 2009.

THE ENGINEER:

HAYS COUNTY:

BY: *Reb*

BY: _____

Printed Name: Daniel O. Rios, PE

Title: Senior Vice President

Title: Hays County Judge

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor


OK


January 2009

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]


SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,000,000. 
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.


SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification 

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shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$1,000,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*. 

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *the Hays County Auditor* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *the Hays County Auditor* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

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ATTACHMENT A

WORK AUTHORIZATION NO. Example

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

RS

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ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
S&B Infrastructure, Ltd.

COUNTY:
Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II
HOURLY RATES

- 1. Senior Engineer.....\$ _____
- 2. Graduate Engineer.....\$ _____
- 3. Technician.....\$ _____
- 4. Secretary/Clerical.....\$ _____
- 5. Expert Witness Testimony.....\$ _____

RSB

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Exhibit II
Hourly Rates

S & B INFRASTRUCTURE, LTD.

| Job Description (NSPE Grade) | Contract Rate | Contract Rate | Contract Rate | Contract Rate |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| | 2009 | 2010 | 2011 | 2012 |
| Project Manager (VIII) | 168.82 | 177.26 | 186.13 | 195.43 |
| Engineer (V) | 122.78 | 128.91 | 135.36 | 142.14 |
| Engineer (IV) | 116.64 | 122.47 | 128.61 | 135.05 |
| Env Scientist | 113.57 | 119.25 | 125.20 | 131.46 |
| Engineer (I,II) | 104.36 | 109.58 | 115.07 | 120.81 |
| Designer(V) | 85.94 | 90.24 | 94.75 | 99.48 |
| CADD Operator (I) | 67.53 | 70.90 | 74.46 | 78.18 |
| Secretary | 61.39 | 64.46 | 67.68 | 71.06 |
| | | | | |

*OK
my 3/14/09*

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *Hays County Commissioners Court*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *Hays County Commissioners Court* shall be final and binding.

REV

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EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

JFB

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

RD

January 2009

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as

REJ
January 2009

Contract No. _____

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24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

REV

January 2009

EXHIBIT VII

INSURANCE REQUIREMENTS


During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 1,000,000.00 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000.00.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *Hays County Commissioners Court*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or any agent of *Hays County* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as


January 2009

Contract No. _____

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specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

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January 2009

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE HAYS COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE Debbie Ingalsbe.

[Signature]

January 2009

Contract No. _____

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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT



January 2009

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve an Adopt A County Roadway program in Pct 4, and any other precinct wishing to begin such a program.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: 175.⁰⁰

LINE ITEM NUMBER OF FUNDS REQUIRED: Special Projects, Pct 4

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY: See attached draft of Hays County Adopt-A-County Roadway Program Adoption Agreement. Precinct 4 has more than 300 miles of county roadway, much of it in rural areas of our county. Unfortunately, litter along our county roadways is a fact and a problem. Certainly viewed as an eyesore, roadside litter is also a form of non-point source pollution. Removing litter from county roadways through the labor of our county road crews is simply not an efficient or cost effective use of our staff's time and talent.

Both individuals and HOAs have expressed an interest in removing litter on the county roadway near their neighborhoods and homes. Thus, we propose a program modeled after the Adopt-a-Highway program that gives citizen groups the opportunity to help their community by collecting the litter and beautifying their roadsides – and getting recognized for it. Adopt-a-Highway, while now an international program, originated in Texas and remains one of our State's most successful public-private initiatives.

Start up costs for the County program are estimated to be:

Roadside signage (2) at \$55/ea

Vests (max 10 per group) at \$2.95/ea

Trash bags (box of 50) at \$35/ea

Total cost per adoption agreement is about \$175 for first year. Costs for subsequent years would need to cover only the County-provided trash bags and solid waste disposal at our transfer station.

I propose to fund this effort for the remaining of the 2009 budget year through my Special Projects Line Item. If other commissioners choose to initiate similar programs in their precincts, we can look at funding through a dedicated line item in the 2010 budget.

I propose this action as my Earth Day initiative – a win-win for Hays County and its citizens.

Agenda Item Routing Form

DESCRIPTION OF Item: Adopt A County Roadway program in Pct 4.

PREFERRED MEETING DATE REQUESTED: April 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$175.00/Commissioner Precinct 4 Special Projects

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: 

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**HAYS COUNTY
ADOPT-A-COUNTY ROAD PROGRAM
ADOPTION AGREEMENT**

The County of Hays, a political subdivision of the State of Texas, hereinafter called the "County," and _____ hereinafter called the "Group," recognize the need and the desirability of litter-free Hays County roads are entering into this Adoption Agreement (this "Agreement") to permit the Group to contribute toward the effort to maintain litter-free county roads.

For the purposes of this Agreement, "Participant(s)" shall mean any person or persons that perform(s) work on behalf of the Group to fulfill the goals, terms, and conditions of this Agreement, whether as employee(s), agent(s), contractor(s), or volunteer(s) of the Group.

By signature below, the Group Representative, on behalf any Group Participant, jointly and severally, acknowledges the hazardous nature of the work under this Agreement and, on behalf of the Group, agrees to the following terms and conditions:

- The Group shall ensure that all Participants obey and abide by all Federal, State, and Local laws, including all regulations related to safety; and by such terms and conditions as may, from time to time, be required by the Commissioners Court.
- When Participants are 15 years of age or younger ("Minors"), the Group shall furnish adequate supervision of one (1) adult for every five (5) Minors.
- The Group hereby adopts a section of roadway that is at least two miles long, and is further described in Exhibit "A", which is attached hereto and incorporated herein for all purposes (hereinafter the "Adopted Roadway").
- The Group hereby adopts the Adopted Roadway for a term of two (2) years from the date of the last signature, below. The Group shall have an option to renew this Agreement at the end of this term, subject to the approval of the Hays County Commissioners Court.
- The Group shall pick up litter a minimum of four (4) times per year and at such additional times as requested by the Commissioner of the precinct in which the Adopted Roadway is located.
- The Group shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- The Group shall appoint or select a chairperson to serve as primary contact for the Group.
- The Group may obtain required supplies and materials from the Hays County Road Department, and shall do so during regular business hours.

- Fold-down traffic control signs on the Adopt-A-County Road sign supports shall be folded down by the Group during a cleanup. Group shall return the fold-down traffic control sign to the closed position after the cleanup has been completed.
- All Participants shall wear Hays-County-supplied-and-approved safety vests during the trash pick-up or other work along the Adopted Roadway.
- The Group shall be responsible for placing litter from the Adopted Roadway in trash bags furnished by the Hays County Road Department.
- Unused materials and supplies furnished by Hays County shall be returned to the Road Department within one (1) week following each cleanup.
- The Group shall be responsible for prohibiting Participants from either possessing or consuming alcoholic beverages while performing work pursuant to this Agreement or remaining on the Adopted Roadway.
- The Group shall be responsible for maintaining a first-aid kit and adequate drinking water for each Participant while performing work on the Adopted Roadway.
- The Group shall be responsible for taking filled trash bags to the nearest Hays County Road Department office for disposal.
- THE GROUP SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY LICENSOR AGAINST ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES AND ATTORNEYS' FEES (COLLECTIVELY, THE "LIABILITIES"), ARISING FROM THE GROUP'S ACTIONS AND/OR INACTIONS RELATED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Comment [t1]: Is this the method we are going to use with our signage? Perhaps we should confirm this with Jerry B.

County agrees to:

- Erect a sign at each end of the adopted section with the Group's name or acronym displayed.
- Provide safety vests, trash bags, signage, and other needed supplies to the Group, as necessary in the opinion of County.
- Remove litter from the Adopted Roadway only under unusual circumstances (i.e., to remove large, heavy, or hazardous items).

Additional terms and conditions:

Adopt-a-Road Program
Adoption Agreement

The Group acknowledges that County is generally prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election or the passage or defeat of any Legislation; and the Group agrees if any actions by the Group relative to the performance of this agreement are determined to be contrary to any Legislative restrictions or any restrictions on the use of appropriated funds for political activities, the Commissioners Court shall have the right to take any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.

If in the sole judgment of the Commissioners Court, it is found that the Group is not meeting the terms and conditions of this agreement, the Commissioners Court may terminate this Agreement and remove the any signage erected pursuant to this Agreement. The Commissioners Court reserves the right to modify or cancel the Adopt-a-Road Program at any time and for any reason at the sole discretion of the Commissioners Court.

The Commissioners' Court and the Group both recognize and agree that in no event shall Hays County have the right to control the Group in performing the actual details of picking up litter from the section of highway adopted by the Group, and, in picking up litter, the Group and all Participants shall act as an independent contractors.

The Commissioners Court recognizes the Group as the adopting organization for the Adopted Roadway cited in Exhibit "A,"
and the Group accepts the responsibility of picking up litter on this Hays County roadway and promoting a litter-free environment in the community for a period beginning on the date last marked, below.

The Parties to this Agreement hereby agree to the terms and conditions contained herein, as is evidenced by their authorized signatures, below.

GROUP

Group's Name

Street Address

Authorized Signature for Group

City, State, Zip

Name of Authorized Person for Group

Phone Number

Title of Authorized Person for Group

Date

Adopt-a-Road Program
Adoption Agreement

3

COUNTY

Authorized Signature for County

Name of Authorized Official for County

Title of Authorized Official for County

Date

Exhibit "A"
Description of Adopted Roadway

Adopt-a-Road Program
Adoption Agreement

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Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the Bylaws of the Hays County Parks and Open Space Board as adopted by that Board on March 31, 2009.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY: See attached Bylaws.

BYLAWS
HAYS COUNTY PARKS AND OPEN SPACE BOARD

Hays County Courthouse
111 East San Antonio, Suite 303
San Marcos, Texas 78666

ARTICLE I.
Name

The name of this Board shall be the Hays County Parks and Open Space Board,
Herein referred to as the Board

ARTICLE II.
Purpose

The Hays County Parks and Open Space Board (the Board) will advise the Commissioners Court on current and future parks, open space, natural areas, wildlife habitat, water quality/quantity, recreational facilities, and other associated conservation lands and projects. The charge of the Board shall be (1) to review potential projects for conformity to the county's Parks and Open Space Master Plan, (2) to make recommendations to the Commissioners Court concerning these projects, (3) to update the county's parks and Open Space Master Plan as necessary and, 4) to assist county staff in outreach efforts throughout the county. The Board is a replacement for the Hays County Parks Advisory Team ("CPAT"), and CPAT members and officers shall continue as members and officers of the Board as set forth below.

ARTICLE III.
Membership, Terms, Quorum, & Attendance

Section I:

The Board shall be composed of twenty-three (23) members, appointed by the Hays County Commissioners Court. Each County Commissioner shall be allotted four (4) appointees to the Board and those members must live in Hays County. The County Judge shall be allotted four (4) appointees on the Board, and those members must live in Hays County. County staff assigned to the committee shall be allotted (3) nominees to the court for approval and appointment to the Board. All staff nominees must live in Hays County. Any resident of Hays County shall be eligible for appointment to the Board. Each Court appointed member shall serve for a term concurrent with the appointing commissioner. Each Staff recommended member shall serve a four year term from the date of appointment by the Commissioners Court. No member shall serve for more than eight consecutive years.

Section 2:

Any member desiring to resign from the Board shall submit a letter of resignation to the Board Chairperson and to the Hays County Judge. The place of Commissioners Court that appointed the resigning member shall nominate a replacement and the Hays County Commissioners Court shall vote to confirm that nomination. In instances of resignation of staff recommended members, Staff will recommend a replacement for the

Court's consideration and approval. The new appointee will serve the remainder of the un-expired term, or at the Commissioners Court's discretion.

Section 3:

The Hays County Commissioners Court may appoint other members to advise the Board as needed. These members will be referred to as resource members and may participate in debate, but shall not have the right to vote and make or second motions.

Section 4:

A quorum is defined as at least one-third (1/3) of the Board members eligible to vote.

Section 5:

Unexcused absences from three (3) meetings of the Board in a twelve-month (12) period will result in the automatic resignation of the member. The individual designated by the Commissioners Court as County Liaison Officer may excuse an absence, if it resulted from illness, an absence from the county, or from a factor beyond the control of the member. It is the member's responsibility to seek an excuse for an absence from the County Liaison Officer as soon as possible. Once three unexcused absences occur, the Board Chair will notify the Commissioners Court and the Court will appoint a replacement member in accordance with Article III, Section 2 of these By-laws. The Court may choose to reinstate the member in question at its discretion.

ARTICLE IV.

Officers

Section 1:

The Board shall have a Chairperson, Vice-Chairperson and Secretary. County staff will provide administrative services to the Board as per the Hays County Commissioners Court. The Vice-Chairperson and Secretary will assist the Chairperson in the development of an agenda for each meeting. County staff will distribute agendas and minutes to Board members, once they are approved by the Chairperson.

Section 2:

The Board shall elect a Chairperson, Vice-Chairperson and Secretary each year in the month of July. The period any elected officer serves shall be until that person is replaced by another Board member in the July election. If the Chairperson resigns, the Vice-Chairperson will become Chairperson and the Board will have the right to elect a new Vice-Chairperson. The currently elected CPAT officers will serve as the Board officers until July 2009.

Section 3:

The Chairperson shall serve to preside at meetings and represent the Board at all related functions.

Section 4:

The Chairperson will maintain the order of meetings as described in Robert's Rules of Order. The Chairperson may cast a vote on any issue that comes before the Board, but is not authorized to make or second motions.

Section 5:

The Vice-Chairperson shall serve to preside over meetings of the Board, when the Chairperson is absent and to represent the Board at all related functions when asked by the Chairperson. The Vice-Chairperson may cast a vote on any issue and may make or second motions.

Section 6:

In the absence of the Chairperson, the Vice-Chairperson will maintain the order of meetings. The Vice-Chairperson, when performing the normal duties of the Chairperson, may cast a vote on any issue that comes before the Board, but shall not make or second motions.

Section 7:

The Secretary shall serve to review and edit the official minutes of Board meetings for presentation and approval at the next ensuing Board meeting.

Section 8:

Any officer may be removed from office by a two-thirds (2/3) vote of the members of the Board present at a meeting of the Board at which a quorum is present provided that notice of the proposed removal action is contained in the notice of the meeting. If an officer is removed, a replacement officer shall be appointed for the remainder of the removed officer's term by a majority vote of the members of the Board present at the meeting at which the officer is removed.

ARTICLE V.

Meetings, Committees & Rules of Conduct

Section 1:

From time to time, the Board shall schedule and publicize a quarterly schedule of regular meetings. The scheduling of regular meetings shall be done at least 15 days in advance of the regularly-scheduled meeting date. The Chairperson may schedule additional meetings as needed.

Section 2:

Projects reviewed and submitted by the Board will serve as reports to the Commissioners Court. An annual report will be submitted by the Chairperson to the Commissioners Court during the fourth (4th) week of March. The regularly scheduled meeting before the report is due will be known as the Annual Meeting. The purpose of the Annual Meeting shall be to review the yearly activities of the Board and other business related to the annual report.

Section 3:

Special meetings may be called by the Chairperson or by a written request from a minimum of four (4) voting-members of the Board delivered to the Chairperson and the County Liaison Officer. The purpose of the meeting shall be stated in the call. Except in cases of emergency, at least five (5) days notice shall be given for a special meeting. In emergency situations every effort will be made to notify members of the Board by fax,

phone and e-mail. The notice shall be posted at the Hays County Courthouse and on the county webpage, if possible.

Section 4:

The deadline for submission of proposed agenda items is five (5) days prior to the meeting. Agenda items must be presented to the County Liaison Officer or the Chairperson.

Section 5:

The Board shall establish and maintain the following standing committee:

- (1) Bylaws. The Bylaws committee shall write, maintain, and edit Bylaws for consideration and approval of the full Board and shall maintain oversight of membership terms and attendance.
- (2) Parks and Recreation: The Parks and Recreation Committees shall review and evaluate projects as requested by the Board Chair.
- (3) Open Space and Habitat: The Open Space and Habitat Committee shall review and evaluate projects as requested by the Board Chair.

Section 6:

Any committee shall consist of at least three (3) voting members of the Board appointed by the Chairperson. The County Liaison Officer shall attend meetings as needed and shall be a non-voting member.

Section 7:

The Chairperson of the Board shall appoint the Chairperson of each committee from among the members of that committee.

Section 8:

Each committee may meet as needed and as determined by the Chairperson of the committee.

Section 9:

In addition to the standing committee(s), special committees shall be appointed by the Chairperson as necessary to carry out the work of the Board.

Section 10:

The Board Chairperson shall be an ex-officio, non-voting member of all committees.

Section 11:

Except as provided in these Bylaws, the rules contained in the most current addition of Robert's Rules of Order, Newly Revised shall govern the Board in all cases to which they are applicable.

Section 12:

Any member of the Board who has a conflict of interest concerning a matter that is on the agenda shall:

- (a) publicly announce the nature of the conflict immediately after the agenda item has been called up for discussion or action;

- (b) leave the room during the discussion of the item; and or
- (c) refrain from any discussion or voting on the matter.

Section 13:

Any member of the Board who does not legally have a conflict of interest but would like to avoid the appearance of a conflict of interest may elect to follow the procedure established in Section 12 of this Article

ARTICLE VI.
Amendment of Bylaws

These bylaws may be amended at any regular meeting of the Board, provided a quorum of voting members is present. The amendment must have been submitted in writing to all voting members at the previous regular meeting. Commissioners' Court must approve any amendments to the bylaws and they must be signed by the County Judge.

ADOPTED BY: the Hays County Parks and Open Spaces Board on this the 31st day of March, 2009 in a regularly scheduled meeting.

EXECUTIVE PARKS AND OPEN SPACES BOARD OFFICERS:

Jorge Anchondo - Chairperson

Date:

Chris North – Vice-Chair

Date:

- Secretary

Date:

PASSED AND APPROVED at a meeting of the Commissioners' Court of Hays County, Texas on the _____

Elizabeth Sumter, Hays County Judge

Date

STATE OF TEXAS
COUNTY OF HAYS

I, Linda Fritsche, County Clerk for the Commissioners' Court of Hays County, Texas, do hereby certify the foregoing contains a true and correct copy of the Bylaws of the Hays County Parks and Open Spaces Board passed and adopted by the Commissioners' Court of Hays County, Texas in a Regular Meeting held on _____, 2009.

ATTEST:

Linda Fritsche, Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to allow Commissioner Ford and Jerry Borcharding to negotiate a contract with Rogers Design Services for design and project management of the 2001 Bond road, Mt. Gainor.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford/Borcharding

SPONSORED BY: Ford

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to appoint Melinda Mallia to serve on the Parks and Open Space Board.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: See background information attached.

MELINDA MALLIA

Melinda Mallia is familiar with Habitat Conservation Plan development and implementation through her work for Travis County as an Environmental Project Manager. She has been involved with the HCP grant program for Land Acquisition Assistance since it began in 1997, working as grant writer, grant administrator and project manager for land acquisition. She has obtained \$68,275,060 million in federal grants for HCP land acquisition, purchased 16 tracts totaling 2,489 acres for the Balcones Canyonlands Preserve, and is currently working to acquire five additional preserve tracts.

Melinda has served on the regional Solid Waste Advisory Committee since 1994 and the Regional Environmental Enforcement Task Force since its inception in 1996. She manages grant projects for Travis County in a wide range of program areas, including non-point source pollution, parks acquisition and development, trail construction, disaster recovery and mitigation, environmental law enforcement, waste reduction, recycling and water/wastewater system installation.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to adopt a resolution supporting the creation of sub-committees of the Complete Count Committee regarding the Decennial Census in 2010.

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Presentation was made to court by Sophia Azoubel, U.S. Census Bureau Partnership Specialist on March 24, 2009. We were not posted for action to adopt the resolution. The back-up to the item is in your March 24, 2009 packet.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for funding to support a crime analyst position in the Sheriff's Office.

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: N/A - no matching funds required.

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ratliff/Hauff

SPONSORED BY: Sumter

SUMMARY:

The Sheriff's Office proposes to request funding from the U.S. Department of Justice, Bureau of Justice Assistance under the Recovery Act: Edward Byrne Memorial Competitive Grant Program to support a crime analyst position, including salary, benefits, and equipment needs. This individual will assist the Criminal Investigation Division and act as our analyst in conjunction with the Central Texas Regional Information Center (CTRIC), a partnership including the Austin and Round Rock Police Departments, University of Texas Police Department, Travis and Williamson County Sheriff's Offices, and the Hays County Sheriff's Office. The purpose of this group is to share information and coordinate law enforcement activities, on a regional basis, to target criminal behavior and utilize the joint resources for maximum effectiveness in the reduction of crime.

The grant application will seek two years of funding for the Crime Analyst. This would be a civilian position, and the proposed salary and benefits would amount to \$43,442 for year one, with a subsequent increase estimated at 4% for year two, or \$45,180. A computer system and software for this individual will also be requested, at a cost of \$2500. The grant request will be for up to \$92,000 in funding. A match is not required for this program, and the grant application is an electronic submission with a deadline of April 27, 2009. Supporting documentation is included.

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, has announced The Recovery Act: Edward Byrne Memorial Competitive Grant Program is accepting applications for law enforcement agencies to hire a civilian Crime Analyst. The Grant will fund salary and benefits for up to 24 months.

A Crime Analyst:

1. Collects, collates, analyzes, disseminates, evaluates crime data, and creates reports/bulletins To identify trends, patterns, and changes in criminal activity.
2. Produces computer generated maps to display criminal activity geographically throughout Hays County.
3. Facilitates the transfer of crime information between analysts, units, sections, and divisions.
4. Monitors developments in the field of analysis and intelligence.
5. Establishes and maintains effective communication and working relationships with County employees, representatives of other agencies, and the general public.

A Crime Analyst will assist the Sheriff's Office deputies and detectives with information leading to criminal apprehension, crime and disorder reduction, crime prevention, and evaluation. Three components of crime analysis are:

1. The tactical component focuses on immediate issues that are of significance to a Sheriff's Office.
2. The operational component identifies priority areas and potential problems.
3. The strategic component looks at longer-term problems that might be solved by either a Sheriff's Office or by agencies such as Commissioner's Court, Road Department, and Public Health.

Crime analysis is criminal investigative analysis along with geographic profiling and specific case support for investigations. Crime analysis is a term used to describe a broad range of activities and ideas. Of potentially greater value is the term problem analysis.

The Hays County Sheriff's Office would like to add a Crime Analyst to the staff to assist the Criminal Investigation Division, and act as our Analyst with the Central Texas Regional Information Center. C.T.R.I.C. is the partnership between Hays County Sheriff's Office, Travis County Sheriff's Office, Williamson County Sheriff's Office, Austin Police Department, Round Rock Police Department, and the University of Texas Police Department. This group was formed after the partnership was awarded an Urban Areas Security Initiative Grant (UASI).

The partners in the Central Texas Regional Information Center (CTRIC) will have offices at the Department of Public Safety campus on N. Lamar in Austin, Texas. Austin Police Department Crime Analysts, some of their Detectives, Travis County S.O. Analysts, Williamson County Analysts and Round Rock Police Analysts will be assigned to that location. Hays County S.O. has a place at the table but we have no Crime Analyst to assign to this group.

Having a representative in the CTRIC office will greatly enhance our information sharing with our neighboring Law Enforcement Agencies. We all know that perpetrators of crime do not honor city limits or county lines. With the NAFTA Highway, IH-34, connecting all of the partners, it is very important that we have a vehicle for exchanging information on a daily if not hourly basis.

~~Attached you will find copies of job descriptions from Austin Police Department, Williamson County, Comal County, DPS, and Travis County.~~

Should this request be approved and we are selected to receive a Grant, HR has suggested that this position be assigned a 111 classification. Starting salary would be \$35,337 with benefits of \$8,105. Total of salary and benefits would be \$43,442 for year one and appropriate increase for year two. The only equipment perceived at this time would be a computer system for use by the Analyst.

Agenda Item Request Form

Hays County Commissioners Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to amend the budget to transfer \$2914.63 from line item 440-5353 (Special Projects) to line item 440-5021 (Staff Salaries).

| | | | |
|-------------------|------------------|---------------------|--------------------------|
| CHECK ONE: | X CONSENT | ACTION | EXECUTIVE SESSION |
| | WORKSHOP | PROCLAMATION | PRESENTATION |

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: \$2914.63

LINE ITEM NUMBER OF FUNDS REQUIRED: 440-5021 , 440-5101

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY:

The Pct. 2 Commissioner's office has had an unpaid intern Texas State University for the spring semester. He has worked past his required hours set by the University, and would like to continue working 15 hours a week until August 31, 2009.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the budget to transfer \$2914.63 from line item 440-5353 (Special Projects) to line item 440-5021 (Staff Salaries).

PREFERRED MEETING DATE REQUESTED: April 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$2914.63 440-5021

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS: We will need to move \$2,708 into 440-5021 and \$207 into 440-5101 from 440-5353(\$2,915.)

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Approval to accept recommendation of ClaytonLevyLittle for RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail.

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

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

PREFERRED MEETING DATE REQUESTED: April 21 , 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Kate Johnson

SPONSORED BY:

SUMMARY: Fifteen (15) proposals were received for the RFQ#2009-P07 "Architect for Restoration of the Old County Jail". After review for all the proposals an over-whelming majority of the committee had selected the same architect, ClaytonLevyLittle, as the most qualified for the project. The committee would like to recommend ClaytonLevyLittle as their selection for architect. The contract will be brought back before Commissioners Court for approval.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve funding the Criminal Investigations Division Lieutenant position above the minimum/25%.

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

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED: \$10,257.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 418-5021

REQUESTED BY: Ratliff

SPONSORED BY: SUMTER

SUMMARY: See back-up. Funding is being requested for the amount of \$71,000.00, about 80% in the salary range. In the current budget, the position is funded at \$72,420.00. The current lieutenant has moved to a sergeant position over Narcotics. His salary will be reduced by 6% or \$4345.00 (his current salary \$72,420.00 but the job vacancy salary is \$47,034.00). The difference that will have to be funded in the current Sheriffs budget is \$8767.00 – that is approximately \$1753.00 a month times 5 months plus the 17% benefit at \$1490.00 for a total of \$10,257.00.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve funding the Criminal Investigations Division Lieutenant position above the minimum/25%. See back-up. Funding is being requested for the amount of \$71,000.00, about 80% in the salary range. In the current budget, the position is funded at \$72,420.00. The current lieutenant has moved to a sergeant position over Narcotics. His salary will be reduced by 6% or \$4345.00 (his current salary \$72,420.00 but the job vacancy salary is \$47,034.00). The difference that will have to be funded in the current Sheriffs budget is \$8767.00 – that is approximately \$1753.00 a month times 5 months plus the 17% benefit at \$1490.00 for a total of \$10,257.00.

PREFERRED MEETING DATE REQUESTED: April 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER __\$8,765 (01-418-5021) \$1,490 (01-418-5101)

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS: No amendment required.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



Request For Exception to Minimum Starting Pay

Applicant Data:

Hiring Department: Sheriff's Office

Position Number and Title: Lieutenant

Grade and Salary Range: 115 (\$51,737 - \$77,606)

Salary Data:

Current Amount Budgeted For Position: \$71,000

Requested Starting Salary & Corresponding Percentile: \$71,000 (79.95 percentile)

Additional Funding Requested: 0

Slot #

Budget Information:

Base Salary Increase Amount:

Base Benefits Amount:

Total Increase:

Justification For Action Requested *(Comments about each are required):*

Department operational need *(Why is it important that this position be filled?)* This position needs to be filled in order to provide adequate supervision and administrative needs to the Criminal Investigation Division

Duties and responsibilities: *(What duties are critical for the new employee to perform?)* The CID Lieutenant supervises the criminal investigation division of the Sheriff's Office, providing management of programs and serves on the Sheriff's Office management team. The CID Lieutenant performs professional work in overseeing the Sheriff's Office which involves isolating and defining unknown conditions, resolving critical problems and may make life and death decisions. The employee's performance affects the work of others, the development of programs and policy or the well being of a substantial number of people. The work involves treating a variety of problems and situations including originating new techniques, establishing criteria, and developing new information and procedures. The CID Lieutenant assumes accountability for the implementation and on-going direction of Detectives and his/her staff

Who was previously in this position? Chris Bartsch **When did they leave?** **Why did they leave?**
Voluntary demotion **Where did they go?** Sergeant over Narcotics

Previous Performance: N/A

Relevant work experience and education: has been in law enforcement for over 18 years and is currently a supervisor in the Criminal Investigation Division of the Guadalupe County Sheriff's Office. Kevin has developed and is in command of a SWAT team that is comprised of four law enforcement agencies which has provided Kevin with executive level management experience.

Knowledge, Skills, abilities and competencies: has been awarded his Master Peace Officer License and is considered to be an expert in blood stain analysis and interviewing.

Relevant Training certification, license, etc: Master Peace Officer License, Forensic Hypnotist, Firearms Instructor

Internal salary alignment *(How will proposed salary compare to salaries of other employees in the department; list name, date salary info for others in same role):* The requested salary for Kevin will be approximately \$1,400 less than what all of the other Lieutenants are currently making. The other Lieutenants are David Burns, Juan Saenz, Dennis Gutierrez, Leroy Opiela, Mark Cumberland, Mark Graves, William Casteel



Request For Exception to Minimum Starting Pay

Current salary *(How does person's current salary compare to proposed salary?)*

Job Description Requirements:

See attached

Approvals:

Hiring Supervisor: ☐ Agree ☐ Disagree

Budget Approval: ☐ Agree ☐ Disagree

HR Approval: ☐ Agree ☐ Disagree

(signature)

(signature)

(signature)

HAYS COUNTY JOB DESCRIPTION

Job Code: 0473
Grade: 115
FLSA: Exempt
Safety Sensitive

Prepared By: Sheriff's Office
Date Prepared: April, 2008
Date Revised: 03/09

LIEUTENANT – Criminal Investigations Division

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

Summary

The CID Lieutenant supervises the criminal investigation division of the Sheriff's Office, providing management of programs and serves on the Sheriff's Office management team. The CID Lieutenant performs professional work in overseeing the Sheriff's Office which involves isolating and defining unknown conditions, resolving critical problems and may make life and death decisions. The employee's performance affects the work of others, the development of programs and policy or the well being of a substantial number of people. The work involves treating a variety of problems and situations including originating new techniques, establishing criteria, and developing new information and procedures. The CID Lieutenant assumes accountability for the implementation and on-going direction of Detectives and his/her staff.

Responsibilities

- Develops and posts work schedules, assignments, training and other activities of the Sheriff's Office
- Answers complaints on members of the Sheriff's Office
- Maintains a 24-hour a day availability to assist the Patrol Sergeants and advise the Captain, Chief and Sheriff of events as they happen
- Requests equipment for the staff to do their job
- Reads and approves reports submitted by the staff
- Disciplines the staff when needed
- Approves time off
- Provides leadership, supervision and expertise in the field with Detectives
- Performs administrative tasks (e.g. answering telephone calls, interacting as liaison with other agencies, etc.)
- Attends meetings to formulate policy and maintain currency of information
- Prepares and provides training to staff and personnel from other law enforcement agencies
- Provides manpower assistance and expertise to investigators of other agencies
- Maintains liaisons through personal meetings with heads of other agencies
- Assists other divisions with victim and witness interviews, crisis negotiation training and application.
- Attends law enforcement required training
- Oversees criminal and civil activity reported to the Sheriff's Office
- Assigns criminal cases to the Detectives
- Prepares and assigns schedules
- Assist with and serves search and arrest warrants
- Processes evidence, provides crime scene security and investigations
- Oversees major crimes (e.g. homicides, sexual assaults, kidnappings, assaults, etc.)
- Approves investigative reports
- Oversees juvenile offenders records and retention
- Assigns personnel to specialized schools and training.
- Oversees the Uniform Crime Reporting (UCR) for the county
- Oversees victim assistance efforts
- Observes flow of reports from other divisions within the agency
- Implements policies and procedures
- Investigates criminal activity
- Enforces laws and implements law enforcement activities

- Attends judicial hearings
- Assigns personnel to attend ongoing and specialized training
- Interacts with victims, witnesses, attorneys, the public and the media
- Supervises evidence collection and storage
- Provides assistance to other agencies when needed

Knowledge Required

- Professional knowledge of Hays County office regulations, policies and procedures.
- Professional knowledge of Sheriff's Office mission statement, goals and objectives.
- Professional knowledge of applicable federal, state and local laws, ordinances, statutes, regulations, rules, policies and procedures.
- Professional knowledge of the principles and practices of supervision and management.
- Professional knowledge of the philosophy, principles, practices and techniques of law enforcement.
- Professional knowledge of law enforcement practices and restraints.
- Exceptional knowledge of community resources and ways to tap them.
- Exceptional knowledge of radio procedure.
- Exceptional knowledge of customer relations.
- Exceptional knowledge of document preparation and legal law enforcement technology.
- Exceptional knowledge of methods and techniques to use to dispel a situation.

Required Skill

- Professional skill in developing and maintaining effective interpersonal relations
- Professional skill in setting a management climate for professionalism and for positive employee morale and motivation
- Professional skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors and the public
- Professional skill in reading, understanding, interpreting, and following federal, state, and local laws and protocols related to personnel and law enforcement matters
- Professional project management skills
- Professional skill in developing and maintaining effective interpersonal relations
- Professional skill in negotiating and persuading individuals
- Professional skills in applying supervisory techniques to daily operations
- Professional skill in interacting with individuals from all socio-economic backgrounds
- Exceptional skill in projecting future expenditures
- Exceptional skill in operating under minimal supervision
- Exceptional skill in telephone etiquette and customer relations
- Exceptional skill in developing and administering a budget
- Exceptional skill in identifying, developing and maintaining community resources for the Sheriff's Office
- Exceptional skill in oral communications in one-on-one and group situations
- Exceptional skill in evaluating the work of others
- General skill in radio procedure
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones
- General computer skills
- General organizational skills
- General skill in expressing oneself clearly and concisely, both orally and in writing

Education and/or Experience

- Requires ten (10) years of progressively responsible law enforcement experience with at least three (3) years in a lead or supervisory capacity

Other Qualifications, Certificates, Licenses, Registrations

- Basic Peace Officer Certification
- Class C driver's license
- TCLEOSE Certification
- Ability to maintain continuing education requirements for the State of Texas

Supervision

- The CID Lieutenant is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- The CID Lieutenant exercises executive management supervision over all subordinate personnel his division providing guidance and direction, performance evaluation, motivation, incentive to go beyond, and when necessary, disciplinary actions.
- The CID Lieutenant is required to see the Captain, Chief Deputy or Sheriff is informed of progress and potentially controversial matters
- The CID Lieutenant is responsible for the professional use of mastery knowledge of law enforcement to develop new methods, approaches and procedures.

Guidelines

The CID Lieutenant uses judgment in interpreting and adapting guidelines such as Hays County and Sheriff's Office policies, local, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. The Lieutenant must interpret intent and develop applications to certain areas. The CID Lieutenant is frequently recognized as the authority of the interpretation. This position must have a strong work ethic. The CID Lieutenant must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must handle an elevated stress level of dealing with some argumentative or emotional coworkers and contacts within the general public and Hays County departments. The CID Lieutenant meets with contacts in a normal office setting at the Hays County Sheriff's Office. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, interrogate or control situations where individuals may be fearful, skeptical, uncooperative or dangerous.

Physical Demands

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

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

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Talk
- Hear.
- Occasionally stand, walk, kneel or stoop
- Occasionally lift and/or move up to 50 pounds
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus
- Extreme physical exertion for short to long periods of time

Work Environment

While performing the duties of this job, the employee regularly works in an office setting; however, on occasion the employee may be required to serve in the capacity of a deputy sheriff at which time the employee would be subject to the same hazards and dangers as any law enforcement officer in the state. The employee frequently travels to various locations. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated and ventilated. The employee may be required to wear protective gear. The work may sometimes work in outside weather conditions.

Acknowledgement

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

I acknowledge the receipt of the current Hays County Personnel Policy Manual which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are

terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

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

Employee Signature

Date

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

Agenda Item Request Form

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

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

AGENDA ITEM: Workshop to discuss additions to Road Department building on Yarrington Road.

TYPE OF ITEM: WORKSHOP

PREFERRED MEETING DATE REQUESTED: April 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Sumter

SUMMARY: MRB Group, the architectural firm has completed the programming phase for the addition of office space to the Yarrington site. They would like to present to the Court their findings and discuss estimated costs of the proposed improvements.