

Commissioners Court -May 19, 2009
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **19TH day of May, 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	1-2	Presentation on Redistricting of Commissioner Precincts by Rolando Rios of Rolando Rios and Associates, PLLS in preparation of the 2010 Redistricting Process. INGALSBE
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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	3	Approve payments of county invoices. HERZOG
3	4-8	Approve Commissioner Court Minutes of May 12, 2009. SUMTER/FRITSCH
4	9-10	Accept donated funds in the amount of \$900 to the Hays County Sheriff's Office for National Night Out to be deposited in line item 28-467-5222 (Crime Prevention Program) and amend budget accordingly. SUMTER/RATLIFF
5	11	Approve the cancellation of Commissioner's Court on June 9, 2009. INGALSBE
6	12	Approve the extension of contract with PBS&J from June 30, 2009 to June 30, 2010 for Professional Services relating to the Environmental Assessment Document in support of a Finding of No Significant Impact (FONSI) for FM 110. INGALSBE
7	13-32	Authorize the County Judge to execute two Advance Funding Agreements For Voluntary Local Government Contributions To Transportation Improvement Projects With No Required Match with the State of Texas, acting by and through the Texas Department of Transportation for the construction of a left turn lane and adding shoulders on SH 21 at the CR 27 Intersection and also on SH 21 at the Yarrington Intersection. BARTON/INGALSBE
8	33-34	Approve award of Bid #2009-B11 "Construction of Metal Building for the Citizens Collection Station/Driftwood" to T&T Construction. SUMTER/HERZOG/MAIORKA/PINNIX
9	35-56	Approve Utility Permits. SUMTER

ACTION ITEMS

ROADS

10	57-60	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the revegetation bond and the maintenance bond for two years for Belterra subdivision, phase 4, section 12A. FORD/BORCHERDING
11	61-64	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the revegetation bond and the maintenance bond for two years for Belterra subdivision, phase 4, section 14. FORD/BORCHERDING

MISCELLANEOUS

12	65	Discussion, update and possible action to approve the list of engineers for the Professional and Engineering Services request for Qualifications #2009-P05. SUMTER/BORCHERDING
13	66-72	Discussion and possible action to approve Out of State Travel for an employee in the Sheriff's Office for Forensic Professionals Training in Las Vegas, Nevada. SUMTER/RATLIFF
14	73	Discussion and possible action to hire Rogers Consulting to develop plans and specifications for the widening of Fischer Store Road from FM2325 to Sachleben Road and to allow Commissioner Conley to negotiate related contracts and work authorizations. CONLEY
15	74-86	Discussion and possible action to authorize County Judge to sign contract with Rogers Design Services for Mt. Gainor Road improvements and to authorize Commissioner Ford to approve work authorizations as project proceeds for a total not to exceed \$50,000. FORD
16	87-88	Discussion and possible action to accept donation of ROW along Wayside Drive. CONLEY
17	89-93	Discussion and possible action to approve the purchase of a Haven Technology Corp. speaker/microphone system (2 units) for use in the tax office at Pct 4 building. FORD/CARAWAY
18	94-100	Discussion and possible action to approve the revised Bylaws of the Hays County Parks and Open Space Advisory Board as adopted by that Board on May 6, 2009. FORD
19	101-106	Discussion and possible action to authorize a temporary position in the Victim Services Section of the District Attorney's Office to perform clerical and entry level advocate duties. INGALSBE/TIBBE
20	107-108	Discussion and possible action to approve and sign letters to all mayors in Hays County regarding The Big Push. FORD
21	109-110	Discussion and possible action to hire temporary help for Human Resources and amend the budget accordingly. SUMTER/BAEN
22	111	Discussion and possible action to appoint a Grievance Committee in compliance with Section 3.23 of the Hays County Employee Handbook. SUMTER/BAEN
23	112-125	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County, the Hill Country Conservancy and the City of Austin. BARTON
24	126-132	Discussion and possible action to authorize the County Judge to execute an earnest money contract for purchase of 1.564 acres of land from Paul and Mary Dunn near the corner of Winters Mill Parkway and RM 3237 in Precinct Three and to authorize the Judge to execute closing documents. CONLEY
25	133-136	Discussion and possible action to approve the purchase of one laptop and two desktop computers for RPTP and amend the budget accordingly. INGALSBE/BORCHERDING
26	137	Discussion and possible action to canvass Election Results for Justice of Peace Precinct 3 Local Option Election held May 9, 2009. SUMTER/COWAN
27	138	Discussion and possible action to canvass Election Results for Special Election (Incorporation of Jacob's Well) held May 9, 2009. SUMTER/COWAN

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.

28	139	Executive Session pursuant to Section 551.072 of the Texas Government Code to consider litigation concerning condemnation proceedings for acquiring property for Right of Way at 3070 Dry Hole Dr., Kyle, Texas, part of the Pass Through Agreement between Hays County and TxDOT for the project IH 35 & CR 210. Possible action to follow in open court. BARTON
29	140	Executive Session pursuant to §551.071 of the Texas Government Code, regarding existing or contemplated Employment Claims involving Hays County. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 15TH day of May, 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: Presentation on Redistricting of Commissioner Precincts by Rolando Rios of Rolando Rios and Associates, PLLS in preparation of the 2010 Redistricting Process

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

In preparation of the upcoming United States Census and the subsequent redistricting of the Texas County Commissioner Precincts that will be required, Mr. Rios is here to make a presentation of the process.

Mr. Rios' firm provided the redistricting services for the county during the last census.

**Population 2000 and Projected Population 2005-2040
by Race/Ethnicity and Migration Scenario for
Hays County**

YEAR	TOTAL	ANGLO	BLACK	HISPANIC	OTHER
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SCENARIO 0.0

Between 2000 and 2010 = 15.1% growth

2000	97,589	63,684	3,653	28,859	1,393
2005	106,211	68,103	4,124	32,373	1,611
2010	112,285	70,592	4,422	35,534	1,737
2015	117,095	72,214	4,642	38,391	1,848
2020	121,014	73,362	4,811	40,896	1,945
2025	123,563	73,434	4,893	43,220	2,016
2030	125,493	72,954	4,954	45,523	2,062
2035	127,015	72,240	4,950	47,732	2,093
2040	127,983	71,322	4,886	49,656	2,119

SCENARIO 0.5

Between 2000 and 2010 = 41.2% growth

2000	97,589	63,684	3,653	28,859	1,393
2005	117,873	75,696	4,394	36,112	1,671
2010	137,816	86,747	4,958	44,241	1,870
2015	158,921	98,126	5,560	53,173	2,062
2020	181,508	110,087	6,227	62,932	2,262
2025	204,357	121,470	6,828	73,612	2,447
2030	227,912	132,336	7,359	85,563	2,654
2035	251,884	142,582	7,786	98,670	2,846
2040	276,103	152,021	8,194	112,842	3,046

SCENARIO 1.0

Between 2000 and 2010 = 73.5% growth

2000	97,589	63,684	3,653	28,859	1,393
2005	130,895	84,105	4,686	40,195	1,909
2010	169,302	106,380	5,627	54,828	2,467
2015	215,679	132,572	6,745	73,211	3,151
2020	271,388	163,318	8,183	95,845	4,042
2025	335,014	196,953	9,620	123,307	5,134

Agenda Item Request Form

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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: 5/19/09

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

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: APPROVE COMMISSIONERS COURT MINUTES OF MAY 12, 2009

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

PREFERRED MEETING DATE REQUESTED: MAY 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 12TH DAY OF MAY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor John McComb, San Marcos Community Church gave the invocation and Commissioner Barton led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

26118 PROCLAMATION DECLARING MAY 16, 2009 AS KIDS DAY AMERICA/INTERNATIONAL

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve proclamation declaring May 16, 2009 as Kids Day America/International. All voting "Aye". MOTION PASSED

PRESENTATION ON THE MONTHLY PROGRESS REPORT FOR THE HAYS COUNTY PASS THROUGH FINANCE PROGRAM FOR APRIL 2009

Jeff Watson (Prime Strategies) gave a progress report on the Hays County Pass Through Financing Program. He spoke of **FM1626 Phase A**/FM2270 to FM967 (Environmental Process is 90% complete, Design schematic is 99% complete, ROW coordination and acquisition is 30% complete and Utility coordination and relocation is 10% complete), **FM1626 Phase B**/FM967 to Brodie Lane (Environmental Process is 85% complete, Design schematic is 100% complete and PS&E is 30% complete, ROW coordination and acquisition is 5%), **FM110/IH35** to SH123 (Environmental Process is 90% complete and schematic design is 100% complete), **US 290/Nutty Brown Road** to Trautwein Road is under construction (30% complete) with an anticipated completion date in June 2010, **IH35 Phase I**/FM2001 to FM1626 & Kyle Crossing/CR210 Overpass (Environmental Process is 95% complete, Schematic design is 100% complete, ROW Coordination and acquisition is 25% complete, Utility Coordination and relocation is 5% complete), **IH35 Phase IIA**/RM150 realignment (Environmental Process is 45% complete, Schematic design is 90% complete, PS&E is 10% complete, ROW coordination and acquisition is 40% complete, and Utility coordination and relocation is 5% complete), **IH35 Phase IIB**/FM1626 to Yarrington (Environmental process is 60% complete, Design schematic is 55% complete, ROW coordination and acquisition is 20% complete, Utility coordination and relocation is 20% complete), **FM2001**/frontage road connector (Environmental process is 100% complete, Design is 100% complete, ROW coordination and acquisition is 100% complete, Utility coordination and relocation is 100% complete).

PRESENTATION BY COUNSEL REGARDING POLICIES RELATED TO THE USE OF THE COURTHOUSE GROUNDS AND OTHER HAYS COUNTY PROPERTIES [T1-311]

Special Counsel Mark Kennedy gave an overview of the property use policy which is intended for use as a guide to the public and Hays County staff regarding the use of county properties by other local governmental entities, private entities, and citizens. General functions shall mean any performance, ceremony, presentation, or activity held on the grounds that does not meet the definition of a Class I or Class II Event (e.g. picnics, dog walking, picketing), Class II Event shall mean any event that does not exceed 200 attendees and uses the existing electricity outlets without additional setup or calls for temporary exclusive use of the space on the property, Class I Event shall mean an event that exceeds 200 attendees or requires more complex electricity setup that exists on county property or requires stakes or anchors to be placed in the ground. He spoke of documentary requirements, deposit for use of county properties, and miscellaneous provisions. Discussion was had regarding insurance requirement for events.



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26119 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve payments of county invoices in the amount of \$ 384,572.57 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

26120 APPROVE COMMISSIONER COURT MINUTES OF MAY 5, 2009

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve Commissioner Court Minutes of May 5, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

26121 APPROVE SPECIFICATIONS FOR BID #2009-B13 "CEDAR OAKS MESA WATER LINE IMPROVEMENTS" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve specifications for bid #2009-B13 "Cedar Oaks Mesa Water Line Improvements" and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

26122 APPROVE RENEWAL OF BID #2006-B02 "UNIFORM RENTAL" WITH UNIFIRST FOR ONE ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL BID

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve renewal of bid #2006-B02 "Uniform Rental" with Unifirst for one additional year as provided for in the original bid. All voting "Aye". MOTION PASSED

26123 APPROVE SPECIFICATIONS FOR BID #2009-B14 "BOTTLED WATER SERVICES FOR HAYS COUNTY OFFICES" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve specifications for bid #2009-B14 "Bottled Water Services for Hays County Offices" and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

26124 APPROVE SPECIFICATIONS FOR RFP #2009-P08 "SCANNING & INDEXING FOR THE HAYS COUNTY TAX OFFICE" AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSAL AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve specifications for RFP #2009-P08 "Scanning & Indexing for the Hays County Tax Office" and authorize Purchasing to solicit for proposal and advertise. All voting "Aye". MOTION PASSED

26125 REJECT BIDS RECEIVED FOR IFB #2009-B10 CONSTRUCTION OF ADDITIONAL OFFICE/CLASSROOMS FOR JUVENILE PROBATION AND AUTHORIZE PURCHASING TO RE-BID THE PROJECT

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to reject bids received for IFB #2009-B10 construction of additional office/classrooms for Juvenile Probation and authorize Purchasing to re-bid the project. All voting "Aye". MOTION PASSED

26126 AUTHORIZE CONSTABLE PCT 3 TO APPLY FOR THE TOBACCO COMPLIANCE GRANT FOR LAW ENFORCEMENT AGENCIES FROM THE OFFICE OF THE TEXAS COMPTROLLER [T1-1055]

Constable Darrell Ayres explained the grant. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize Constable Pct 3 to apply for the Tobacco Compliance Grant for Law Enforcement Agencies from the office of the Texas Comptroller. All voting "Aye". MOTION PASSED



26127 AUTHORIZE THE PURCHASE OF A DUTCH DOOR (ALSO KNOWN AS A ½ DOOR) FOR THE COMPLIANCE/COLLECTIONS OFFICE, AND AMEND THE BUDGET ACCORDINGLY [T1-1149]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the purchase of a dutch door (also known as a ½ door) for the Compliance/Collections Office, and amend the budget accordingly. All voting "Aye". MOTION PASSED

REQUEST FROM PCT 4 CONSTABLE TO USE SALARY SAVINGS TO PURCHASE VARIOUS AND NECESSARY EQUIPMENT FOR HIS OFFICE AND DEPUTIES [T1-1185]

Constable Pct. 4 Ron Hood spoke of having a salary savings in the amount of \$33,353 and needed equipment totaling \$26,712.23. Court requested Constables Peterson and Hood to collaborate with the other Constables and bring back a list of needs as far as firearms and ammunition, etc. Court spoke of not allowing use of salary savings for purchase of other items in the budget. Court requested Constable Hood to go back and prioritize what he absolutely needs now and get with Berry James in the Auditor's Office to see where they could find funding to take care of those needs. No action was taken.

26128 APPOINT SHERRI S. BILSON TO THE PARKS BOARD [T1-1809]

A motion was made by Commissioner Conley, seconded by Commissioner Barton to appoint Sherri S. Bilson to the Parks Board. All voting "Aye". MOTION PASSED

26129 CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON BEBEE ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS [T1-1821]

RPTP Director Jerry Borchering advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye". MOTION PASSED

26130 APPROVE A RESOLUTION SUPPORTING THE BIG PUSH, A REGIONAL EFFORT TO REDUCE GROUND LEVEL OZONE IN AN EFFORT TO MEET EPA AMBIENT AIR QUALITY REQUIREMENTS [T1-2013]

Bill Gill, Capital Area Council of Government, gave a powerpoint presentation regarding "Striving for Attainment in 2009 - The Big Push". A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve a resolution supporting the Big Push, a regional effort to reduce ground level ozone in an effort to meet EPA Ambient Air Quality Requirements. All voting "Aye". MOTION PASSED

26131 COMMIT HAYS COUNTY AS A CLEAN AIR PARTNER, A PROGRAM OF THE CLEAN AIR FORCE OF CENTRAL TEXAS [T1-2422]

Clean Air Force of Central Texas Program Manager Candace Baker gave a powerpoint presentation explaining the Clean Air Partner program. Commissioner Ford spoke of carpooling, etc. A motion was made by Commissioner Ford, seconded by Commissioner Barton to commit Hays County as a Clean Air Partner, a program of the Clean Air Force of Central Texas. All voting "Aye". MOTION PASSED

PRESENTATION REGARDING ROAD DEPARTMENT BUILDING ON YARRINGTON ROAD [T1-2915]

Carl Shuenfeld, MRB Group, introduced various partners in the project. David Rothenberg, Architect, explained the proposed addition which would include the Environmental Health Dept. and GIS/911. The existing R&B facility is 12,600 sf with proposed new construction of 12,285 sf. David Rothenburg spoke of utilizing a metal building which would be more cost effective and would tie in with the existing facility. Rainwater collection will be utilized. Carl Shuenfeld gave a cost estimate of \$1.5 - 1.7 million. Discussion was had regarding future expansion of 7,000 sf.



MAY 12, 2009

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Clerk's Note: Agenda Item #19 RE: EXECUTIVE SESSION PURSUANT TO §551.071 OF THE TEXAS GOVERNMENT CODE, REGARDING THK, LLC VS. HAYS COUNTY AND PENDING LITIGATION RELATED THERETO was PULLED.

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 MAY 12, 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

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: Accept donated funds in the amount of \$900 to the Hays County Sheriff's Office for National Night Out to be deposited in line item 28-467-5222 (Crime Prevention Program).

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

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sheriff Tommy Ratliff

SPONSORED BY: Judge Liz Sumter

SUMMARY:

WIMBERLEY COMMUNITY CIVIC CLUB

88-1218/1113
1006/73

2734

P.O. BOX 416
WIMBERLEY, TX 78676-0416

DATE May 6 2009

PAY TO THE ORDER OF Hays County Sheriff's Dept. \$ 400.00

Four Hundred & no/100 DOLLARS



Wimberley National Bank
P.O. BOX 528
WIMBERLEY, TEXAS 78676

MEMO General Deputy's salary

Deputy Sheriff's salary



Bluebonnet
P.O. Box 729 Bastrop, TX 78602-0729

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.

FIRST NATIONAL BANK, GIDDINGS
PO Box 269
GIDDINGS TX 78942

88-471/1131

Check Date

04/29/2009

General Account

Check Number

00173521

Net Amount

\$*****500.00 *

Void after 120 days

PAY ***Five Hundred Dollars***

TO THE ORDER OF
Hays County Sheriff's Office
1307 UHLAND RD
SAN MARCOS TX 78666

AUTHORIZED SIGNATURE

Elizabeth Kana

SECURITY PAPER - WATERMARK - COLORED BACKGROUND - ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Approve the cancellation of Commissioner's Court on June 9, 2009

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Four members of the court are scheduled to attend the South Texas Conference from June 8-11

Agenda Item Request Form

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

AGENDA ITEM: Approve the extension of contract with PBS&J from June 30, 2009 to June 30, 2010 for Professional Services relating to the Environmental Assessment Document in support of a Finding of No Significant Impact (FONSI) for FM 110

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

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

PREFERRED MEETING DATE REQUESTED: June 19, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: PBS&J has been providing professional services to the county on the Environmental Assessment for FM 110.

Two extensions had previously been approved by the court on December 11, 2007 and May 13, 2008 and were thought to have given ample time for all reviews and comments.

It appears this will not be the case and the contract needs to be extended once again.

As before, no additional funds are required. PBS&J believes they can complete the work with the initial contract amount of \$135,321.00.

Since this is an extension of an existing contract, I did not provide a copy of the 30 page document. Mark Kennedy had previously reviewed the document.

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

AGENDA ITEM: Authorize the County Judge to execute two Advance Funding Agreement For Voluntary Local Government Contributions To Transportation Improvement Projects With No Required Match with the State of Texas, acting by and through the Texas Department of Transportation for the construction of a lift turn lane and adding shoulders on SH 21 at the CR 27 Intersection and also on SH 21 at the Yarrington Intersection.

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

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$650,000 for CR 127 Intersection and \$650,000 for Yarrington Intersection

LINE ITEM NUMBER OF FUNDS REQUIRED: 2001 bond interest money or 2008 bond funds

REQUESTED BY: Barton/Ingalsbe

SPONSORED BY: Barton/Ingalsbe

SUMMARY:

This is one of several safety projects the court has supported and voted to fund.

All remaining 2001 Bond Interest Money was set aside for these projects.

As we move forward with these safety improvements and deplete the bond interest money, we will begin dedicating the proceeds from the 2008 voter approved bonds.

Both agreements read exactly the same in reference to the improvements being considered.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute two Advance Funding Agreement For Voluntary Local Government Contributions To Transportation Improvement Projects With No Required Match with the State of Texas, acting by and through the Texas Department of Transportation for the construction of a lift turn lane and adding shoulders on SH 21 at the CR 27 Intersection and also on SH 21 at the Yarrington Intersection.

This is one of several safety projects the court has supported and voted to fund.

All remaining 2001 Bond Interest Money was set aside for these projects.

As we move forward with these safety improvements and deplete the bond interest money, we will begin dedicating the proceeds from the 2008 voter approved bonds.

Both agreements read exactly the same in reference to the improvements being considered.

PREFERRED MEETING DATE REQUESTED: May 12, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$650.000 CR127 & 650.000 for Yarrington 2001Bond interest or 2008 Bond funds

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

May 5, 2009

Hays County
CSJ: 0471-02
SH 21 at CR 127

Honorable Elizabeth Sumter
Hays County Judge
111 E. San Antonio St., #300
San Marcos, Texas 78666

Dear Judge Sumter:

Enclosed are two original Advance Funding Agreements for the above project. The Project consists of the construction of intersection improvements on SH 21 at CR 127 to be funded by Hays County and constructed by the State.

Please sign and date both Agreements and return to me for further execution. One original executed copy of the Agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

cc: **Commissioner Debbie Gonzales-Ingalsbe**
Don Nyland, P.E.
Mike Walker

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Hays County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 111552 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding a portion of the improvement described as the construction of a left turn lane and adding shoulders on SH 21 at the CR 127 Intersection, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way acquisition and utility adjustments needed for performance of the work.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Hays County Judge 111 E. San Antonio St., #300 San Marcos, Texas 78666	Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Debarment

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 19. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government HAYS COUNTY

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will fund the cost of construction of a left turn lane and widening shoulders on SH 21 at the CR 127 intersection. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$650,000 for construction bid items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation		Local Participation	
		%	Cost	%	Cost
Construction of a left turn lane and widening shoulders	\$650,000	0%	\$0	100%	\$650,000
Subtotal	\$650,000		\$0		\$650,000
Direct State Costs (including plan review, inspection and oversight)	\$0	0%	\$0	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
TOTAL	\$650,000		\$0		\$650,000

~~Direct State Cost will not be charged.~~

Local Government's Participation (100% of Bid Items) = \$650,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

1. Environmental Requirements

The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.

To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.

The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, prior to the State advertising for bids.

2. Engineering Services

The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto.

The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submitted to indicate that QO/QA was undertaken.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

3. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

Construction Responsibilities

The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

The State will use its approved contract letting and award procedures to let and award the construction contract. At its option, the State may submit the Project for pricing and execution as a change order into a currently active State let roadway improvement project.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

May 5, 2009

Hays County
CSJ: 0471-02-061
SH 21 at Yarrington Road

Honorable Elizabeth Sumter
Hays County Judge
111 E. San Antonio St., #300
San Marcos, Texas 78666

Attn: LaMarr Peterson

Dear Judge Sumter:

Enclosed are two original Advance Funding Agreements for the above project. The Project consists of the construction of intersection improvements on SH 21 at Yarrington Road to be funded by Hays County and constructed by the State.

Please sign and date both Agreements and return to me for further execution. One original executed copy of the Agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,


Patricia L. Crews-Weight, P.E.
Director of Design

Attachments

cc: **Commissioner Debbie Gonzales-Ingalsbe**
Don Nyland, P.E.
Mike Walker

 **ORIGINAL**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Hays County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 111552 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding a portion of the improvement described as the construction of a left turn lane and adding shoulders on SH 21 at the Yarrington Intersection, thereafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way acquisition and utility adjustments needed for performance of the work.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Hays County Judge 111 E. San Antonio St., #300 San Marcos, Texas 78666	Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Debarment

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 19. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government HAYS COUNTY

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will fund the cost of construction of a left turn lane and widening shoulders on SH 21 at the Yarrington intersection. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$650,000 for construction bid items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation		Local Participation	
		%	Cost	%	Cost
Construction of a left turn lane and widening shoulders	\$650,000	0%	\$0	100%	\$650,000
Subtotal	\$650,000		\$0		\$650,000
Direct State Costs (including plan review, inspection and oversight)	\$0	0%	\$0	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
TOTAL	\$650,000		\$0		\$650,000

~~Direct State Costs will not be charged.~~

Local Government's Participation (100% of Bid Items) = \$650,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

1. Environmental Requirements

The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.

To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.

The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, prior to the State advertising for bids.

2. Engineering Services

The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto.

~~The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.~~

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

3. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

Construction Responsibilities

The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

The State will use its approved contract letting and award procedures to let and award the construction contract. At its option, the State may submit the Project for pricing and execution as a change order into a currently active State let roadway improvement project.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

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 award of Bid #2009-B11 "Construction of Metal Building for the Citizens Collection Station/Driftwood" to T&T Construction.

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

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Pinnix

SPONSORED BY: SUMTER

**SUMMARY: Purchasing received 8 bids with T&T Construction having the lowest and best bid.
See attached tabulation.**

**TABULATION FOR BID #2009-B11
METAL BUILDING/CITIZENS COLLECTION STATION**

Vendor	Total Bid Price
T & T CONSTRUCTION	\$24, 822.41
Hopson Builders	\$ 25,802.00
Southwest Custom Constructors	\$26,700.00
Myers Concrete Construction	\$26,830.00
Central Texas Construction	\$26,590.00
Outback Services	\$28,236.00
Bonnet Grant Constructors	\$35,500.00
S&G Contracting	\$37,925.00

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 Permits.

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

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

PREFERRED MEETING DATE REQUESTED: May 12, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

SUMMARY:

Permit # 02014 Trail Driver (Electric)

Permit # 02015 Kemp Hill Dr (Electric)

Permit # 02016 Harris Hill Rd (Electric)

PERMIT NO. : 02014 APPLICATION DATE :4/14/2009 APPROVED DATE : 5/19/2009

CO. CODE : LCRA Company Name: LCRA Type of Utility: ELECTRI

City: AUSTIN Department: REAL ESTATE

ROAD NO. : N/A ROAD NAME : Trail Driver NAME Kevin Reed

SUBDIVISION :Big Country SEGMENT : 4

TYPE LINE : Waterline service

DESCRIPTION : Install meter and tap in right-of-way of Trail
Driver . . .

SPECIAL PROVISIONS : Traffic control required; meter to be flush



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 4-14-09

Formal notice is hereby given that Lower Colorado River Authority
Company proposes to place a Residential water service
line within the right-of-way of 13061 Trail Drive
as follows: (give location, length, general design, etc.)

Tap main & set meter box, etc. within utility easement.

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 _____ 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 or 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 17th 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 LCRA

By (Print) Kevin Reed

Signature Kevin Reed

Title Area Supv.

Address 12015 FM 2244

Austin TX 78738

Phone 512-397-4768

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	<u>Inspector</u>	<u>5/12/09</u>
Signature	Title	Date

PERMIT NO. : 02015 APPLICATION DATE : 4/17/2009 APPROVED DATE : 5/19/2009

CO. CODE : THOTE Company Name: THE HILLS OF TEXAS Type of Utility: ELECTRIC

City: DRIFTWOOD Department: POA

ROAD NO. : N/A ROAD NAME : Kemp Hills Drive NAME

SUBDIVISION : The Hills of Texas Est. SEGMENT : 4

TYPE LINE : Power line

DESCRIPTION : Power line to mailboxes . . .

SPECIAL PROVISIONS : Traffic control required; underground line to
be no less than 36" in depth; erosion
controls may be necessary . . .



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: 21 12 08

Formal notice is hereby given that THE HILLS OF TEXAS SYSTEMS P.O. #
Company proposes to place a 3" GAS WATER UNDERGROUND SERVICE
line within the right-of-way of LEWIS HILLS DRIVE
as follows: (give location, length, general design, etc.)

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 ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be initiated and maintained during the installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 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 moving, 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 21 day of December, 2008
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.

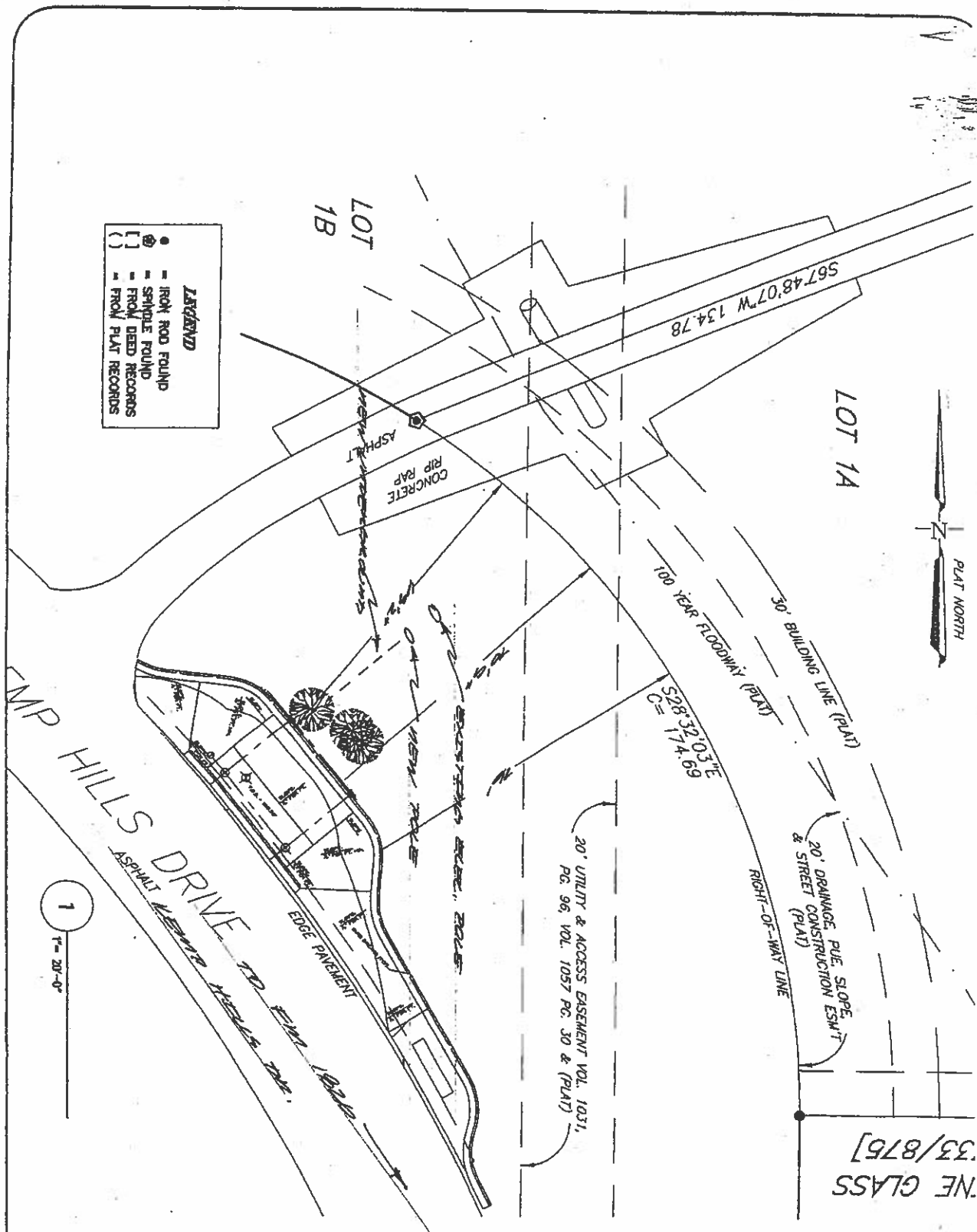
Firm THE HILLS OF TEXAS SYSTEMS P.O. # Title GENERAL MANAGER

By (Print) DAVIDE CARPENTIERA Address 210 BOX 261

Signature [Signature] DAVIDE CARPENTIERA, TX 78643

Phone 512 748 3965

Approved by Hays County Road & Bridge Department
Signature [Signature] Inspector 5/12/09
Title Inspector Date 5/12/09



A1.1

1" = 20'-0"

06/14/02

Drawn by R. S. N.

Reviewed by R. S. N.

Printed on 2002-08

HILLS OF TEXAS ESTATES

PROPERTY OWNERS ASSOCIATION

MAILBOX KIOSK

REGISTERED ARCHITECT

ROBERT S. NOAH

18498

STATE OF TEXAS

Noah Design Group

4806 SICA WAY

P.O. BOX 91874

AUSTIN, TEXAS 78749

(512) 292-9223

PERMIT NO. : 02016 APPLICATION DATE :5/6/2009 APPROVED DATE : 5/19/2009

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

City: KYLE Department: DISTRICT

ROAD NO. : N/A ROAD NAME : Harris Hill Road NAME George Esqueda

SUBDIVISION :N/A SEGMENT : 1

TYPE LINE : Power Line

DESCRIPTION : Upgrading existing power line . . .

SPECIAL PROVISIONS : Traffic control required; All poles to be min 10'
from edge pavement

**Notice of Proposed Installation
Utility Line on Hays County Right of Way**

Date: 05/06/2009

TO: The Hays County Road Department
c/o Permits and Inspections
2171 Yarrington Rd
P.O. Box 906
San Marcos, Texas 78667-0906

Formal notice is hereby given that Pedernales Electric Cooperative Inc. (PEC)

Company proposes to place a overhead electric distribution power line

line within the right-of-way of Harris Hill Road

as follows: (give location, length, general design, etc.)

The existing line on Harris Hill Rd from Yarrington Rd to Uhland Rd requires maintenance including replacing existing poles and adding new poles. See attached information.

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 3 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 18 day of May, 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 Engineering Supervisor

By (Print) George Esqueda

Address P. O. Box 100

Signature George Esqueda

Kyle, TX 78640-0100

Date 5/12/09

Phone (512) 262-2161 Ext

05/04/2009

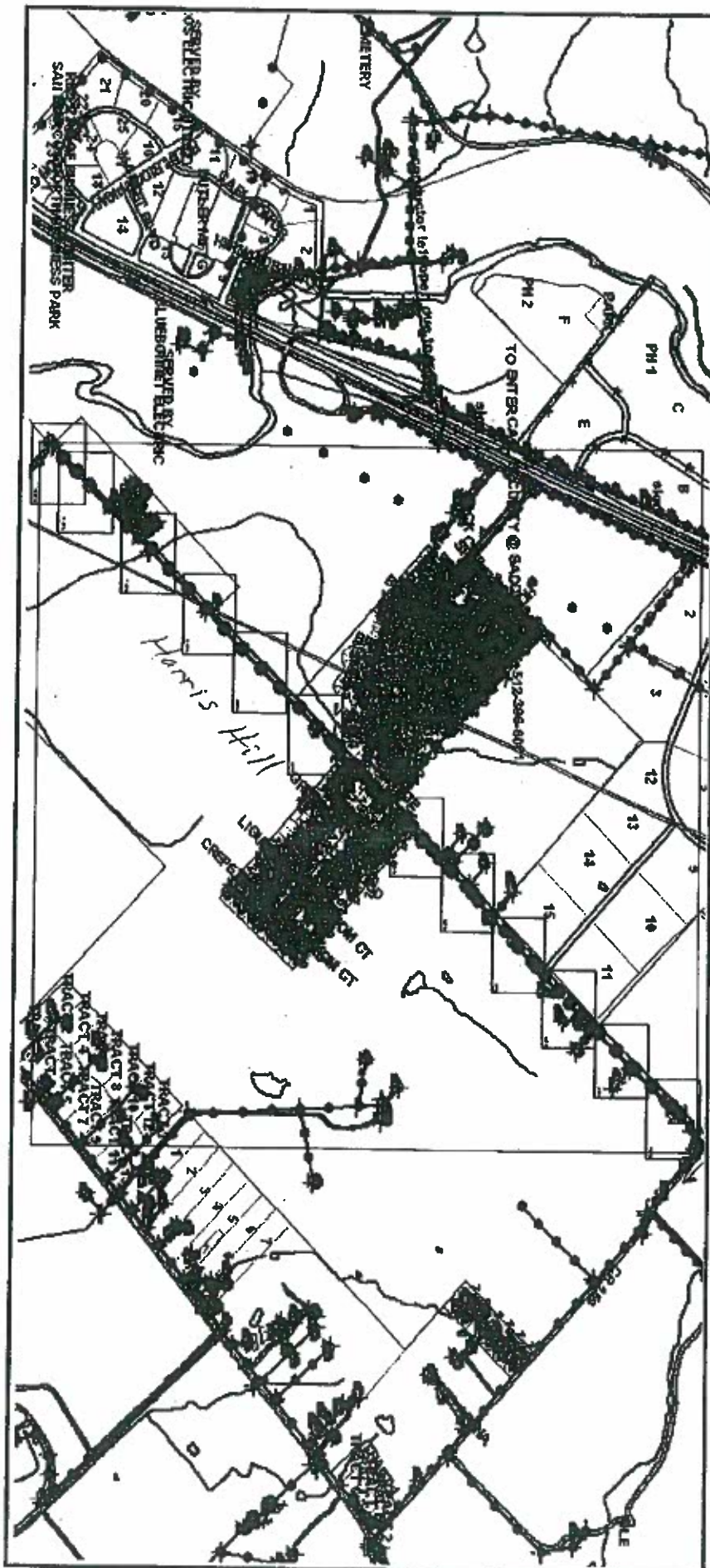
PECFRM0087



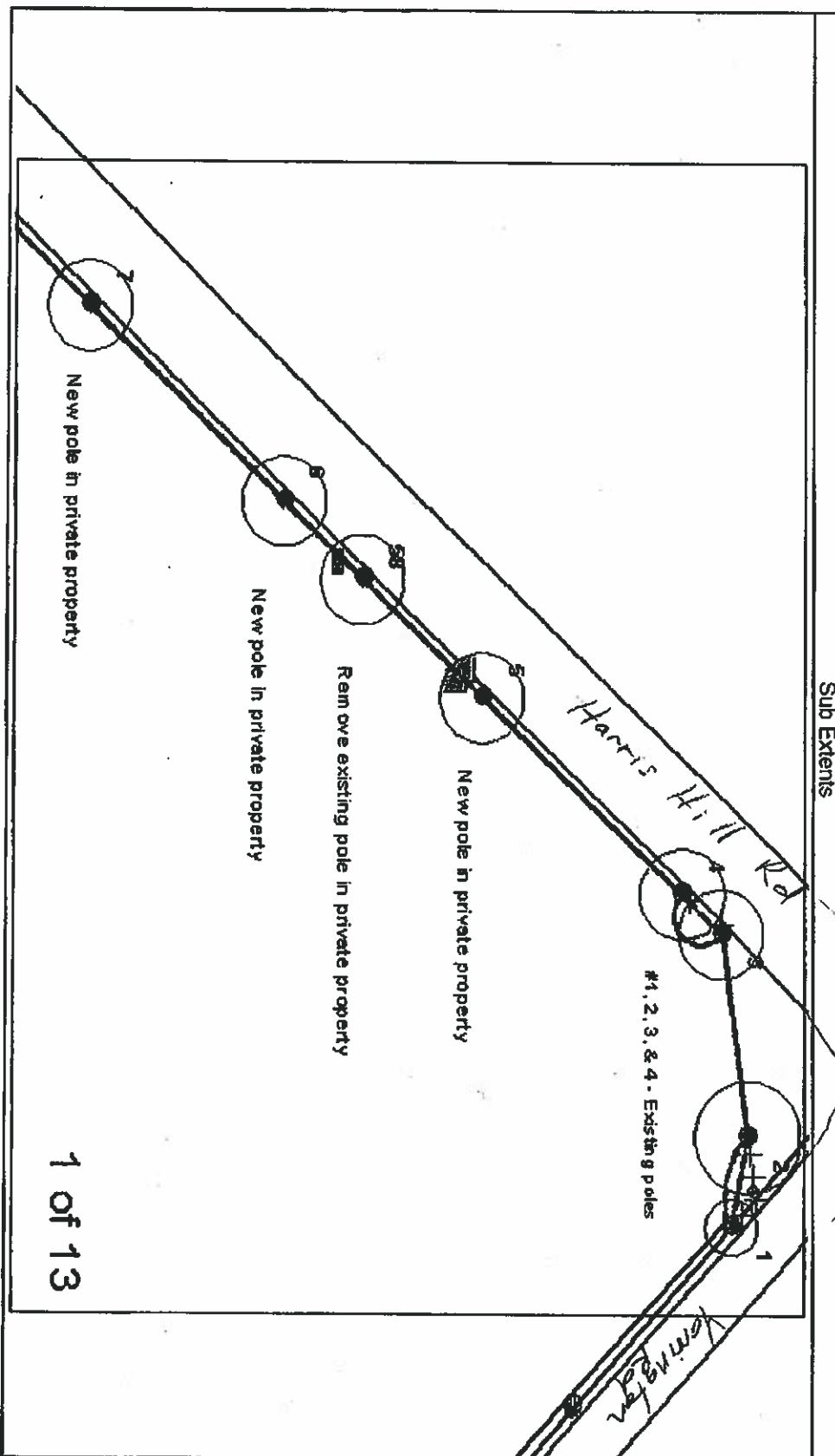
Pedernales Electric
Cooperative, Inc.

CONSTRUCTION PACKET - MAP SKETCH

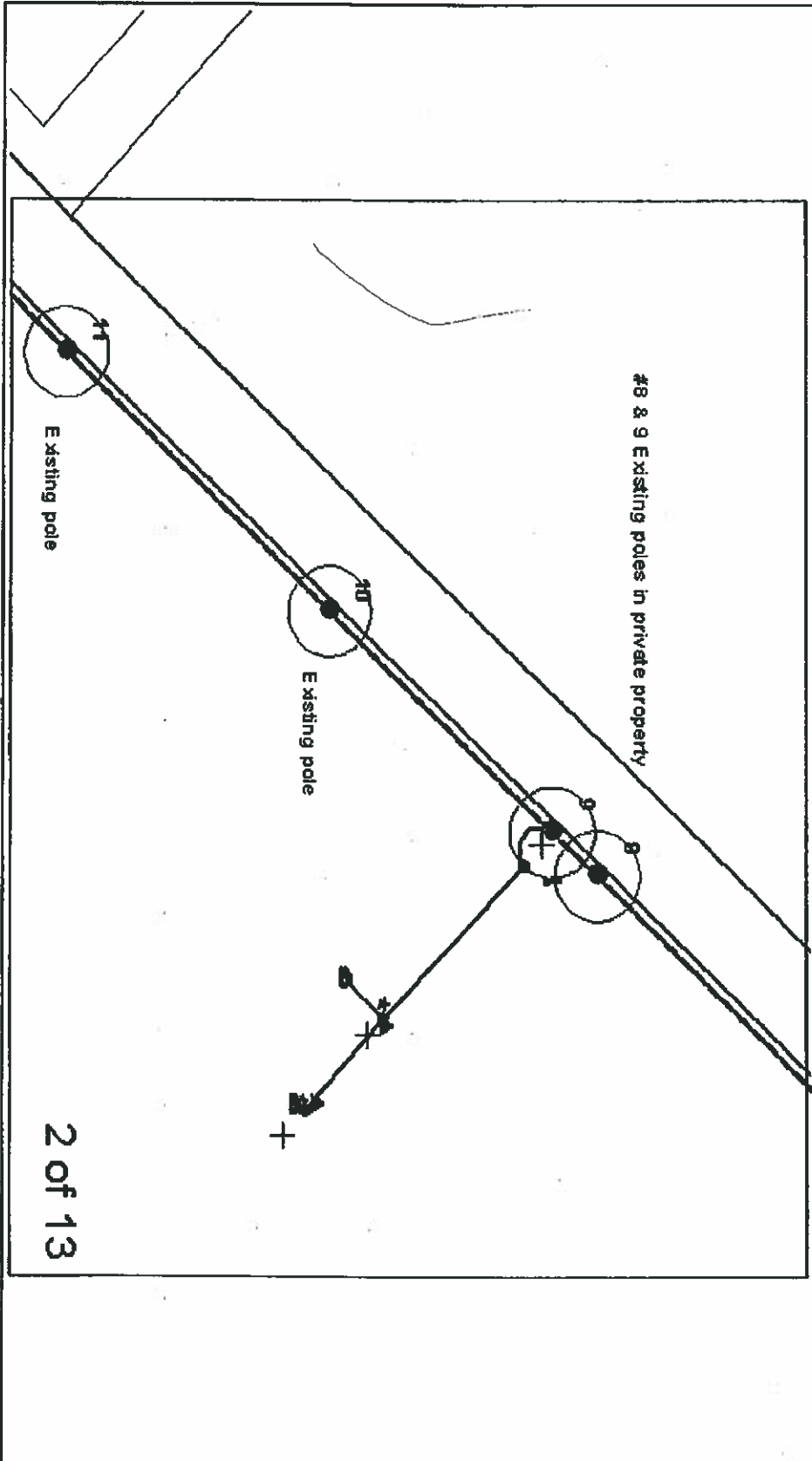
Last Modified Time:



Sub Exents



Sub Exents



Sub-Exents

Existing pole

Existing pole

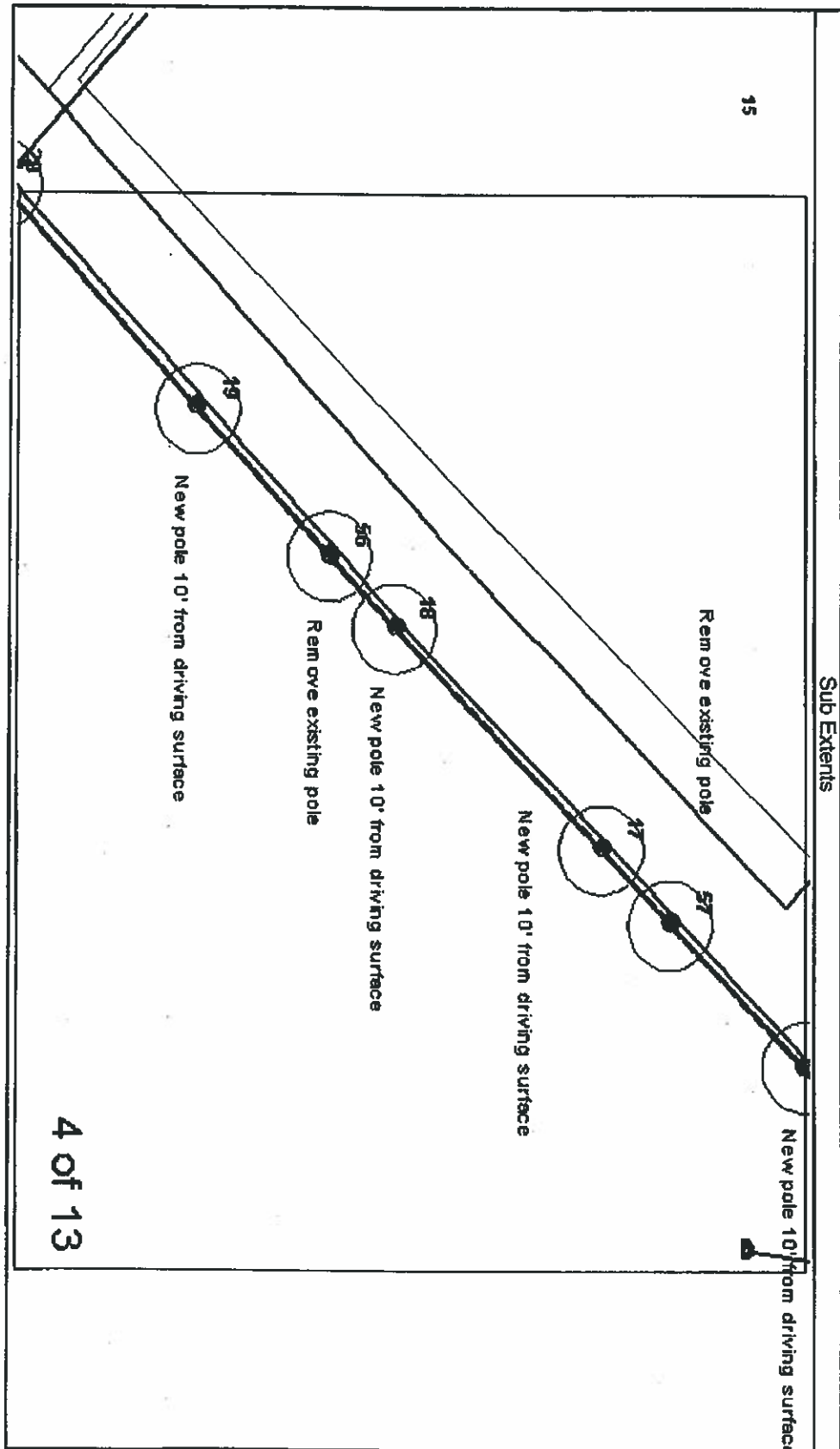
New pole in private property

Existing pole

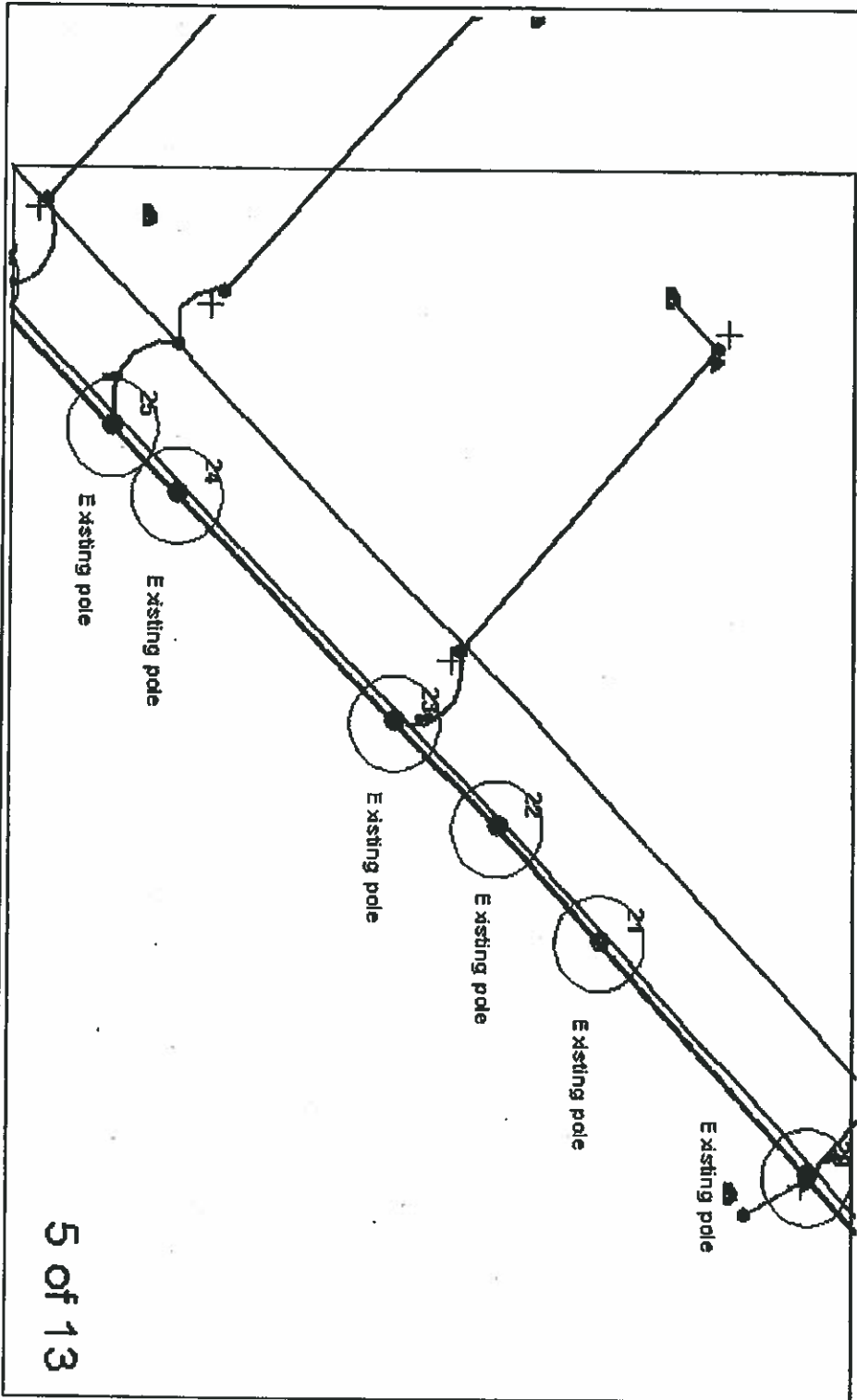
New pole 10' from driving surface

3 of 13

Sub Extents

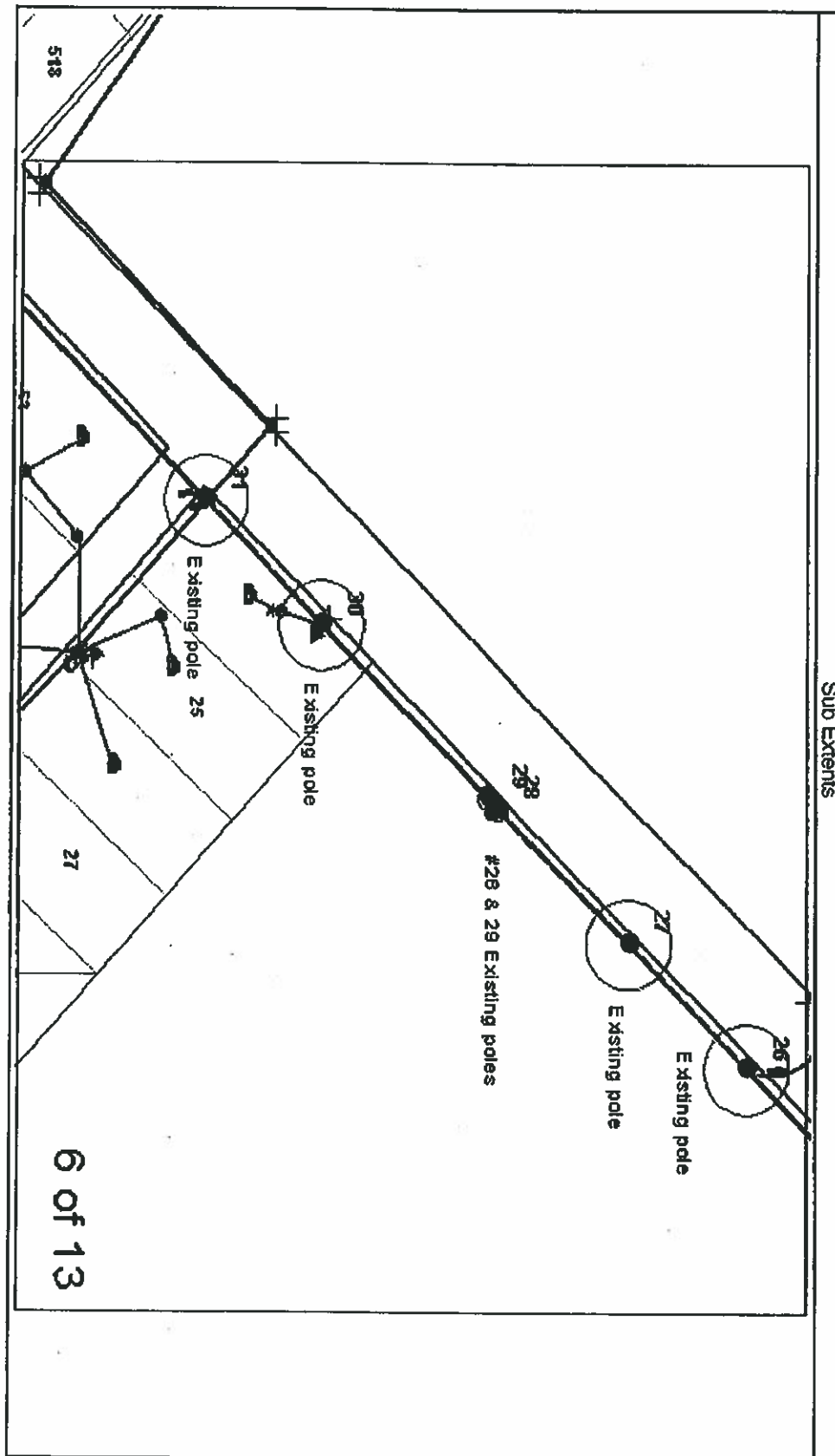


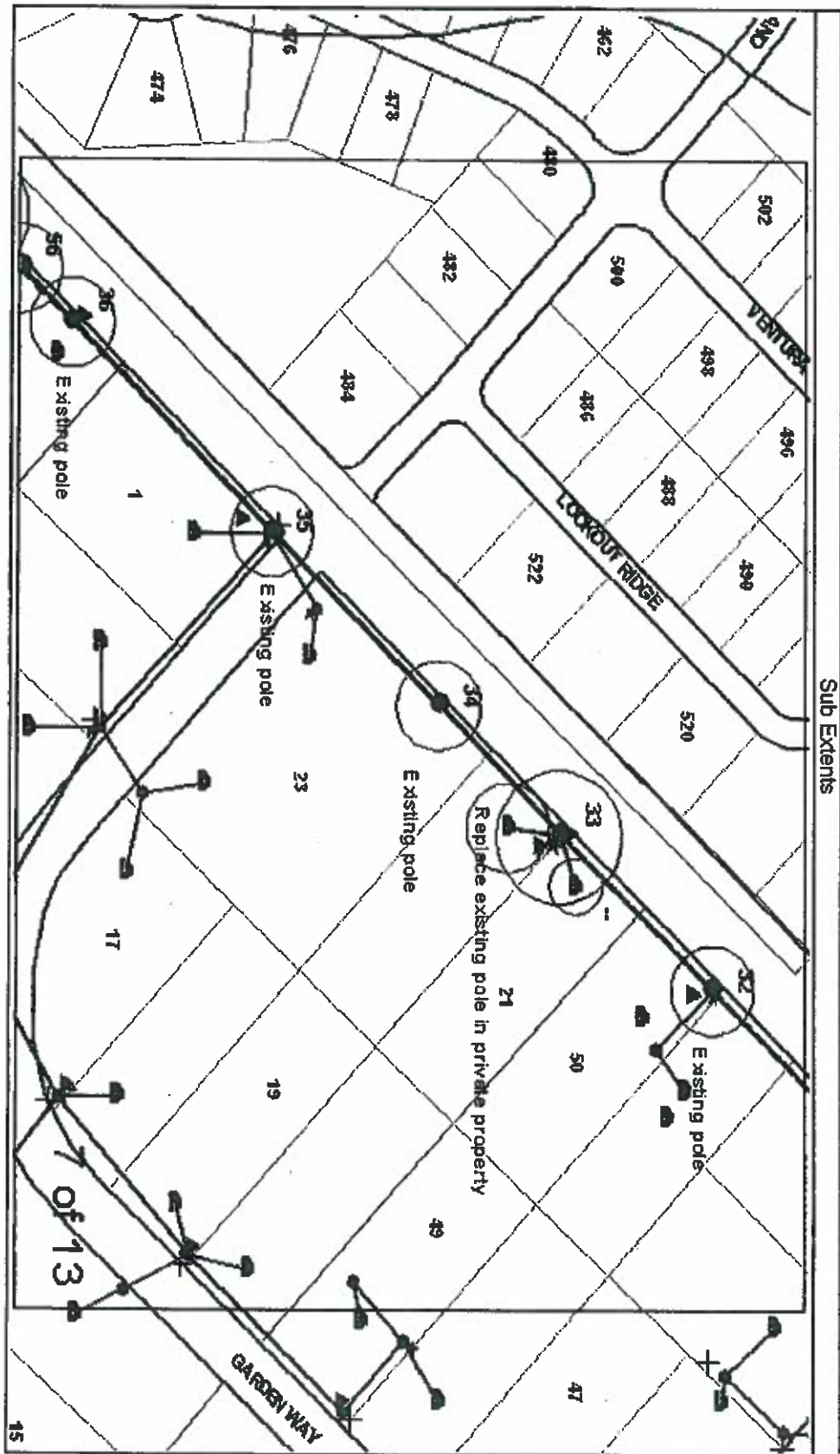
Sub Extents

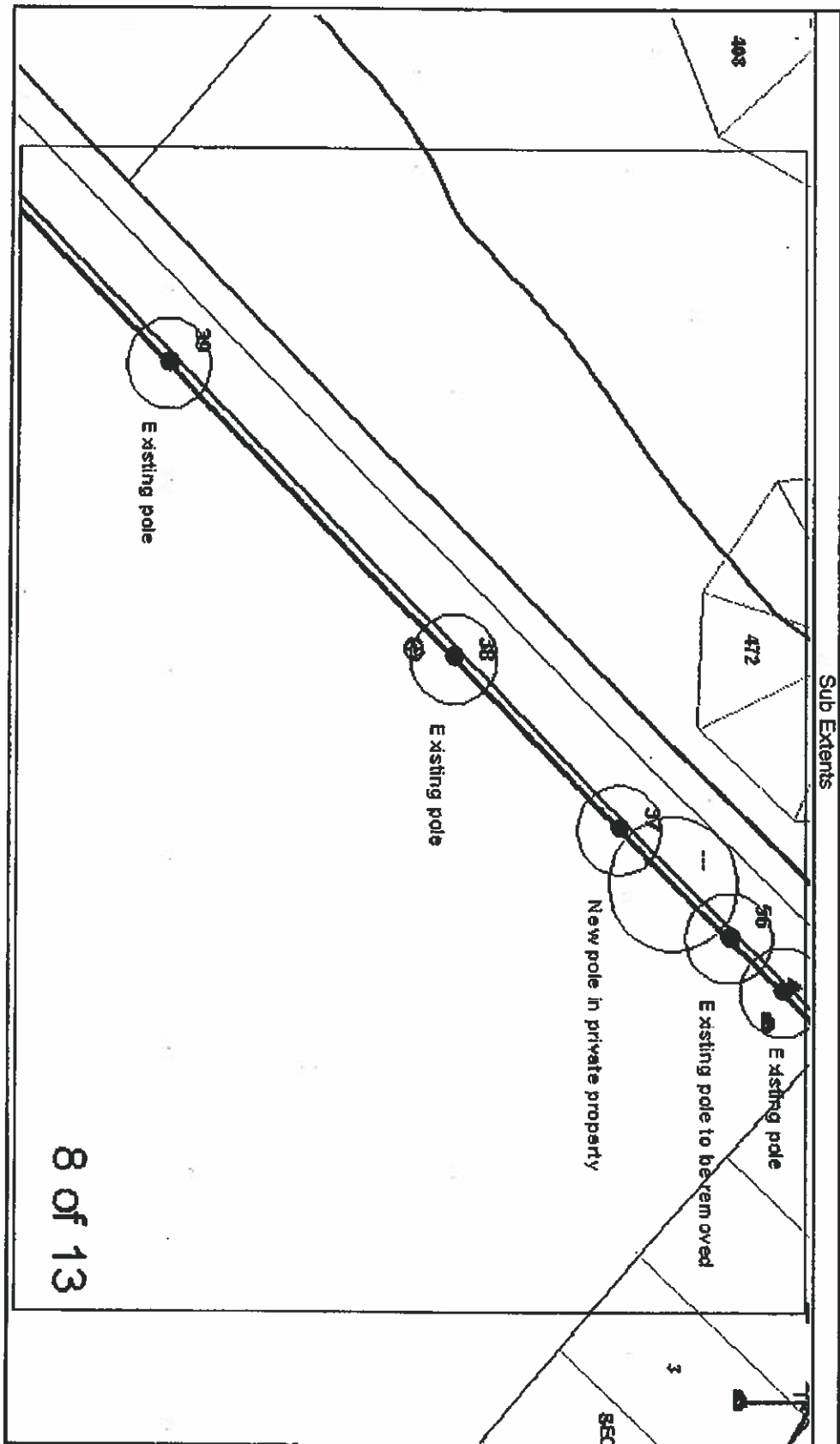


5 of 13

Sub Extents

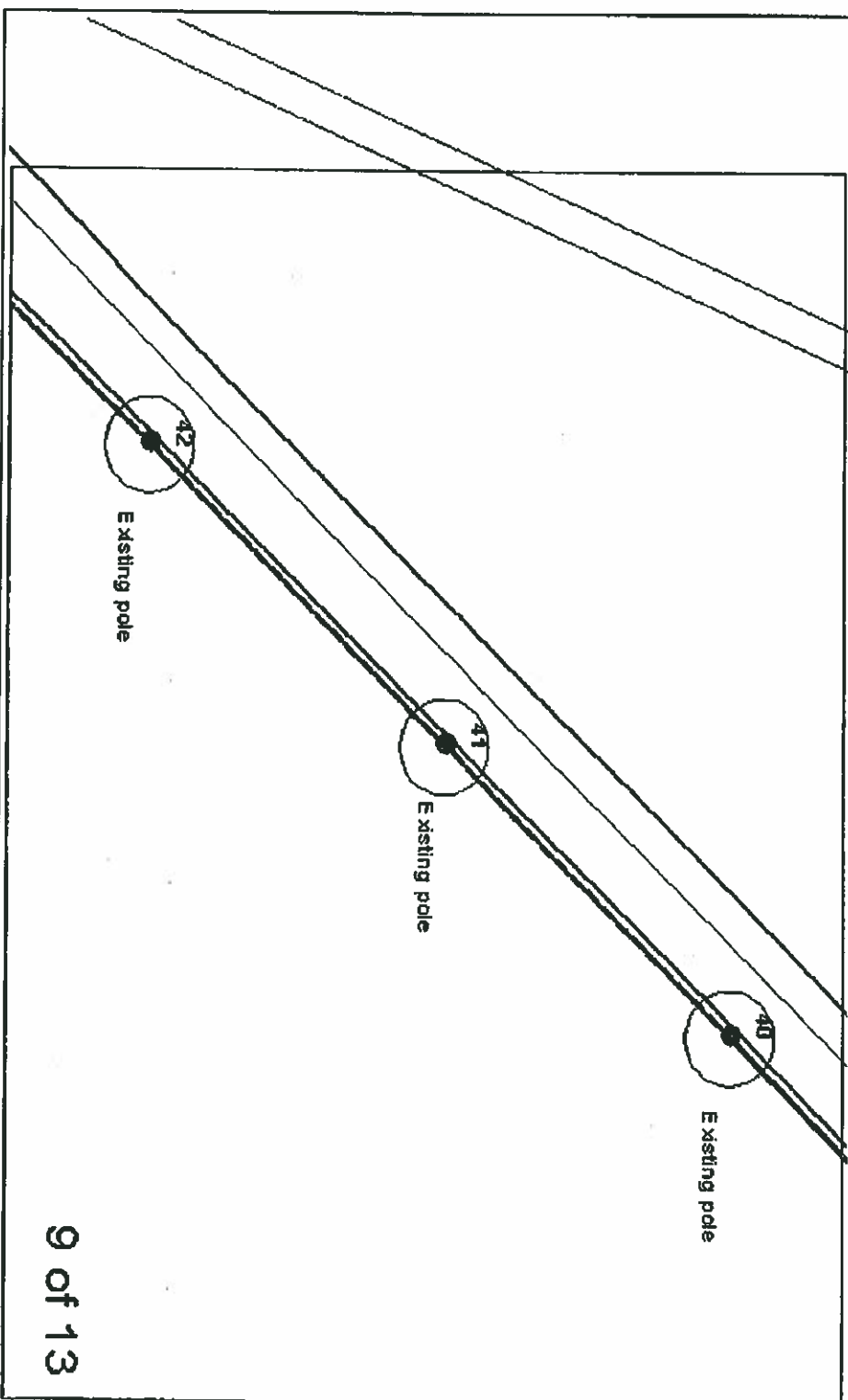






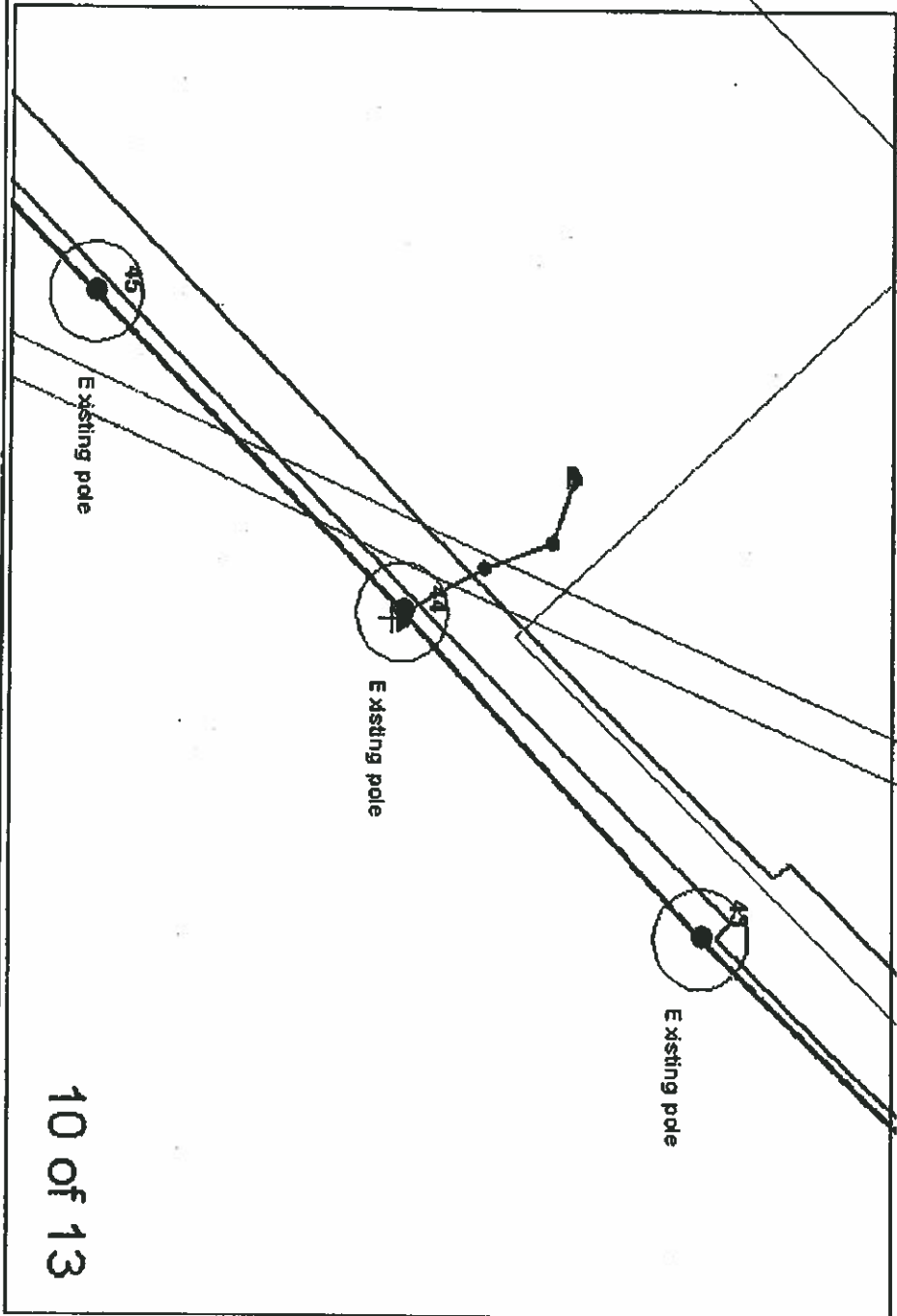
8 of 13

Sub Extents



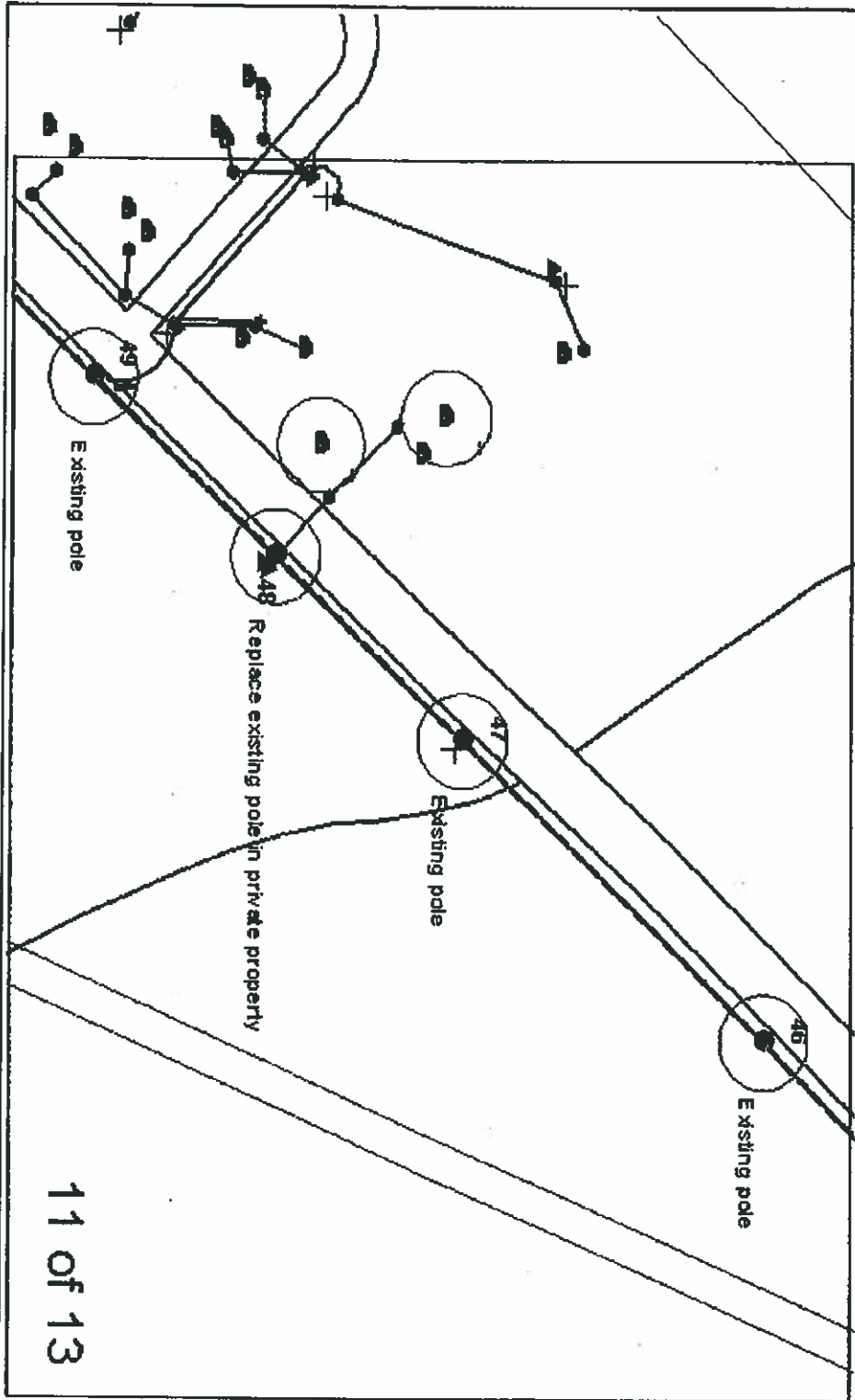
9 of 13

Sub Extents

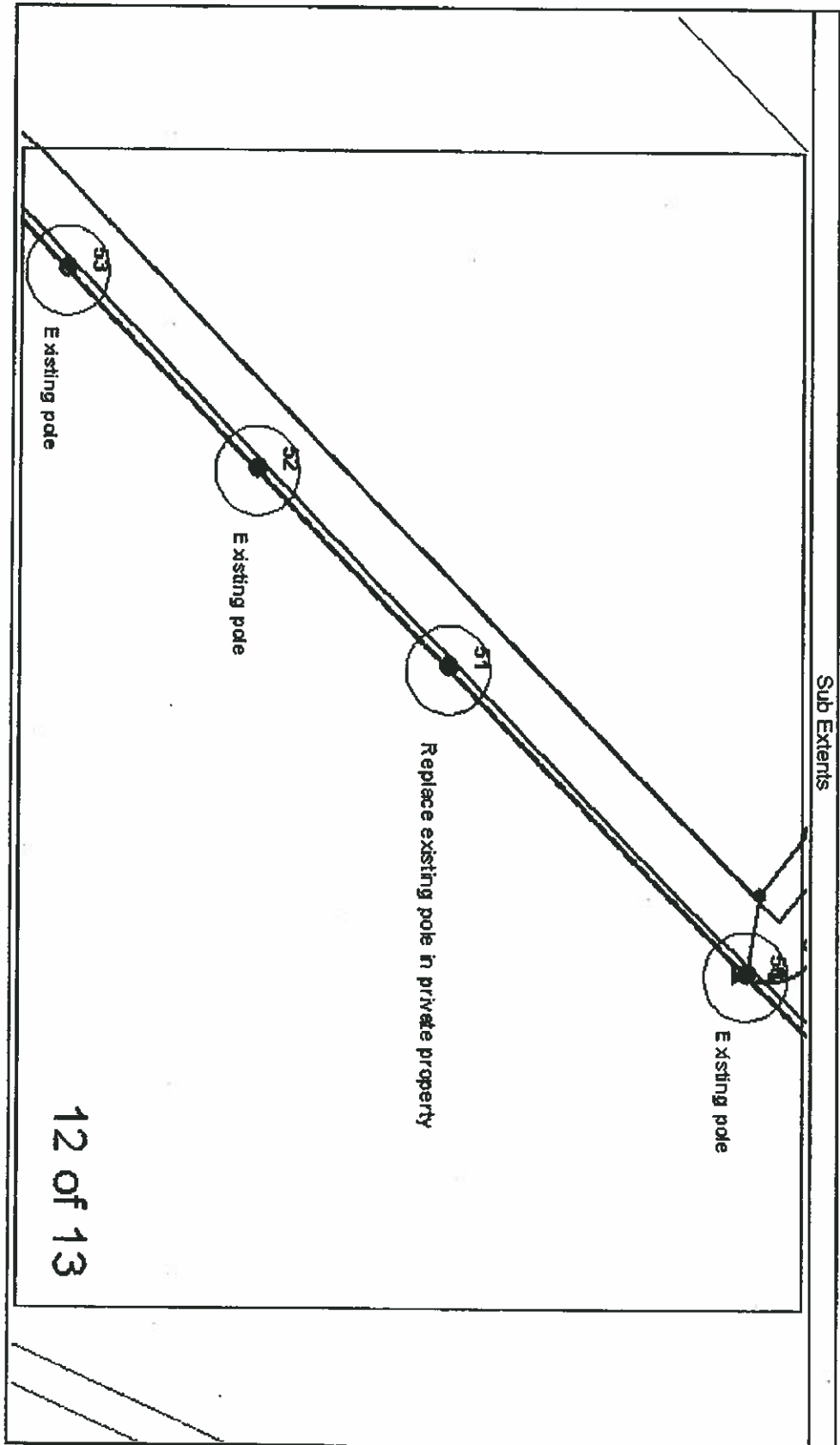


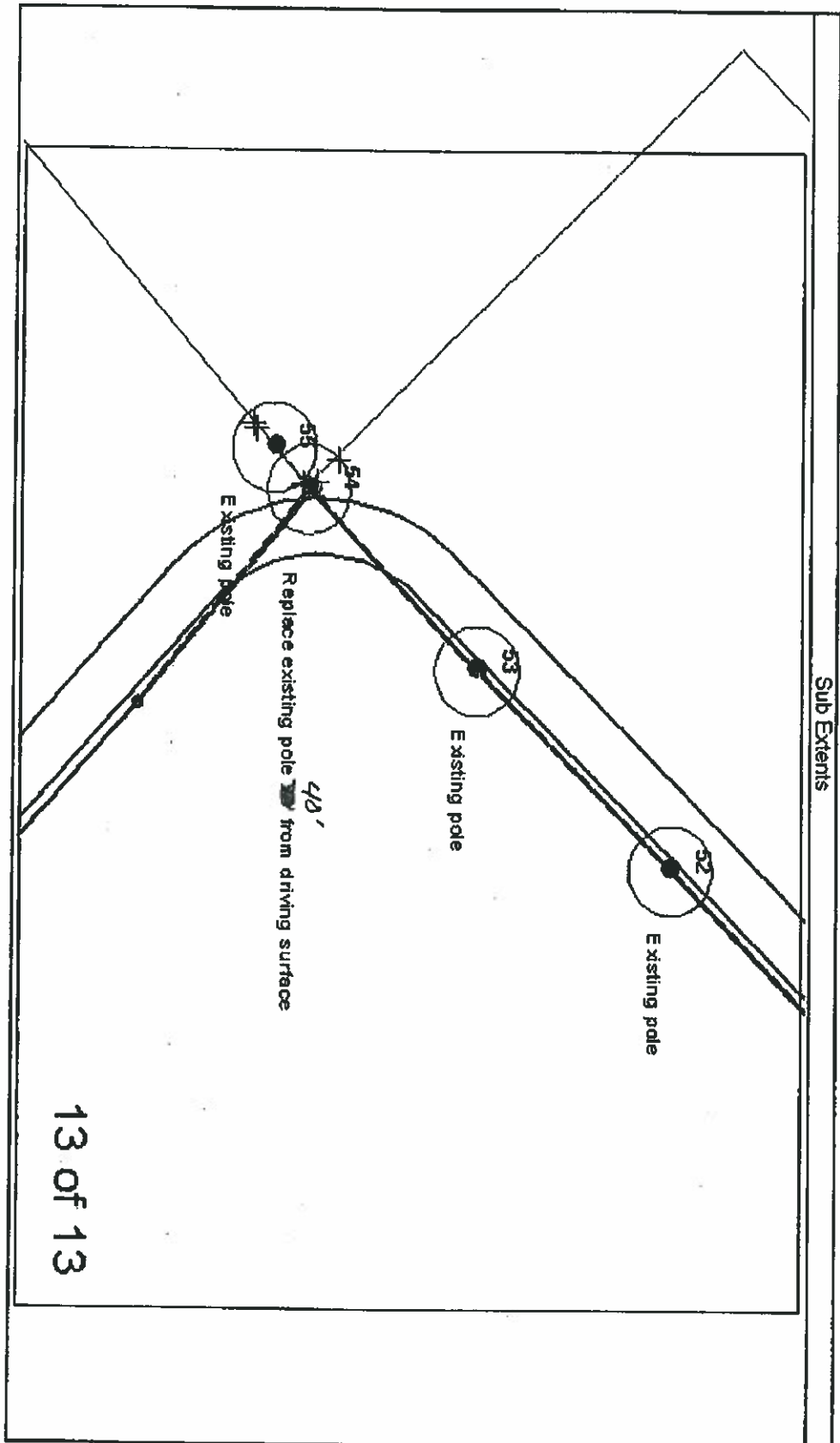
10 of 13

Sub Extents



11 of 13





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 **12:00 noon** on **WEDNESDAY**.

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the revegetation bond and the maintenance bond for two years for Belterra subdivision, phase 4, section 12A.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: May 19, 2009

REQUESTED BY: Commissioner Ford / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. The expiration of the construction bond for this section is November 27, 2009.

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:



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

5/12/09

Honorable Liz Sumter
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Belterra Phase 4 Section 12A

Dear Commissioners and Judge:

MAK Foster Ranch, LP, Owner, is requesting that Hays County release the construction bond of \$1,071,500.00 for Belterra Phase 4 Section 12A and accept a maintenance bond in the amount of \$107,150.00. William B. Ball, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

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

CMA Engineering, Inc.

Robert P. Callegari, P.E.
Felix J. Manka, P.E.

May 5, 2009

Jerry H. Borcharding, P.E.
County Engineer
Hays County Resource Protection, Transportation, and Planning Department
2171 Yarrington Road
P.O. Box 906
San Marcos, Texas 78667-0906

RE: Belterra.
Phase 4 Section 12A Construction Completion
CMA No. 1386-001

Dear Mr. Borcharding:

Please be advised that the referenced Project, Belterra Phase 4, Section 12A, has been completed. The construction of Section 12A was completed substantially according to the Approved Plans and Specifications. Attached are "As Built" drawings.

If you have any questions, or need any additional information, please feel free to call.

Sincerely,
CMA Engineering, Inc.



William B. Ball, P.E.
Project Manager

cc: Doug Goss- MAK Foster Ranch, LP

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906
San Marcos, TX 78667
<http://co.hays.tx.us>

512/393-7385 EXT 29
CELL: 512/738-2555
FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	<u>Belterra Phase 4 Section 12A</u>	DATE:	<u>3/9/2009</u>
OWNER:	<u>Mak Foster</u>	WEATHER:	<u>Mostly Cloudy</u>
CONTRACTOR:	<u>Captial Excavation</u>	TIME:	<u>2:00p</u>
INSPECTOR:	<u>Todd Spencer</u>		

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF MAINTENENCE**

1. Seal Cracks in roadway
2. Clean roadway
4. Signage

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

Todd Spencer, Construction Inspector

3/9/2009

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 **12:00 noon** on **WEDNESDAY**.

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the revegetation bond and the maintenance bond for two years for Belterra subdivision, phase 4, section 14.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: May 19, 2009

REQUESTED BY: Commissioner Ford / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. The expiration of the construction bond for this section is November 27, 2009.

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:



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

5/12/09

Honorable Liz Sumter
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Belterra Phase 4 Section 14

Dear Commissioners and Judge:

MAK Foster Ranch, LP, Owner, is requesting that Hays County release the construction bond of \$1,515,700.00 for Belterra Phase 4 Section 14 and accept a maintenance bond in the amount of \$151,570.00. William B. Ball, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

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

CMA Engineering, Inc.

Robert P. Callegari, P.E.
Felix J. Manka, P.E.

May 5, 2009

Jerry H. Borcharding, P.E.
County Engineer
Hays County Resource Protection, Transportation, and Planning Department
2171 Yarrington Road
P.O. Box 906
San Marcos, Texas 78667-0906

RE: Belterra.
Phase 4 Section 14 Construction Completion
CMA No. 1386-001

Dear Mr. Borcharding:

Please be advised that the referenced Project, Belterra Phase 4, Section 14, has been completed. The construction of Section 14 was completed substantially according to the Approved Plans and Specifications. Attached are "As Built" drawings.

If you have any questions, or need any additional information, please feel free to call.

Sincerely,
CMA Engineering, Inc.



William B. Ball, P.E.
Project Manager

cc: Doug Goss- MAK Foster Ranch, LP

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

<http://co.hays.tx.us>

FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	Belterra Phase 4 Section 14	DATE:	3/9/2009
OWNER:	Mak Foster	WEATHER:	Mostly Cloudy
CONTRACTOR:	Capitol Excavation	TIME:	2:00p
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF MAINTENENCE**

1. Seal Cracks in roadway
2. Clean roadway
4. Signage

Todd Spencer, Construction Inspector

3/9/2009

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: Discussion, update and possible action to approve the list of engineers for the Professional and Engineering Services request for Qualifications #2009-P05.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: SUMTER

SUMMARY: On March 10, 2009 Commissioners Court approved an adoption of a selection process which included Jerry Borcharding, HDR representatives and Commissioners reviewing applicants for the above RFQ and bring back recommendations to the court of the nine categories within 45 days or sooner.

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: Out of State Travel

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

PREFERRED MEETING DATE REQUESTED: 5/26/2009

AMOUNT REQUIRED: \$245.00 Per diem (meals)

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-418-5801

REQUESTED BY: Chief Sherman L Brodbeck

SPONSORED BY: Hays County Sheriff's Office *SUMTER*

SUMMARY: Continuing Education for Forensic Professionals Training in Las Vegas Nevada
June 15-20, 2009.

The Continuing Education for Forensic Professionals program is offered by the West Virginia University Forensic Science Initiative in collaboration with the National Institute of Justice. The WVU FSI is an outreach and resource initiative that provides no-cost training to the forensic science community. This is made possible with grant funding from the National Institute of Justice. The first 100 people to register will receive free transportation and lodging. Logan Leatherwood is the only Hays County Sheriff's Office Criminalist and this training would be of great importance to her and the Sheriff's Office. \$245.00 for per diem would be the responsibility of the Hays County Sheriff's office and would be allocated from the Training Line item # 01-418-5801.



Hays County Sheriff's Academy

Tommy Ratliff, Sheriff



April 21, 2009

Judge Sumter
County Judge
Hays County

Dear Judge Sumter,

Please accept this letter as a formal request to have an item placed on the consent agenda of the Hays County Commissioner's Court pertaining to an out-of-state Training for Logan Leatherwood, Criminalist for the Hays County Sheriff's Office.

The training is the Continuing Education for Forensic Professionals Program on June 15-20, 2009 in Las Vegas, Nevada. This program is offered by the West Virginia University Forensic Science Initiative in collaboration with the National Institute of Justice. The WVU FSI is an outreach and resource initiative that provides no-cost training to the forensic science community. This is made possible with a grant funded by the National Institute of Justice. This program will offer 41 different courses in the duration of 1 week. These classes range from ½ day courses to 5 day courses. Some of the classes being offered are Advanced Forensic Photography, Bloodstain Transfer Patterns, Intro to Impression Evidence and Advanced Crime Scene. Logan Leatherwood is our only Criminalist and it would be a great benefit to her and to the Sheriff's Office to keep her up to date on all trainings.

The Registration cost, Flight and Hotel are all covered by the grant. Meals, totaling \$245.00, is what the Hays County Sheriff's office would be responsible for and has committed to using current Training funds to cover these costs.

Thank you for your consideration and assistance with this matter.

Sincerely,

Sherman L. Brodbeck
Chief Deputy
Hays County Sheriff's Office

[HOME](#) [OUTREACH](#) [TRAINING](#) [RESEARCH](#) [CALENDAR OF EVENTS](#) [LINKS](#) [FSI IN THE COMMUNITY](#) [STAFF](#)

**Continuing Education
For Forensic Professionals Program
Las Vegas, NV June 15-20, 2009**

The Continuing Education for Forensic Professionals Program announces a week of training—41 different courses will be offered. All courses are free and will be filled on a first-come, first-served basis. The first 100 people who register (1 person per agency location) also receive free transportation. Lodging will be free to all approved attendees. The schedule allows attendees to participate in more than one course throughout the week.

The Continuing Education for Forensic Professionals program is offered by the West Virginia University (WVU) Forensic Science Initiative (FSI) in collaboration with the National Institute of Justice. The WVU FSI is an outreach and resource initiative that provides no-cost training to the forensic science community. It is made possible with funding from the National Institute of Justice.

The Continuing Education for Forensic Professionals Program is an excellent opportunity for practitioners to broaden their knowledge in a number of specialty areas.

Due to the special nature of the courses offered, please register now so that you are guaranteed a space!

Sponsored by the WVU – Forensic Science Initiative through the National Institute of Justice (Cooperative Agreement 2003-RC-CX-K001 and 2008-DN-BX-K223).

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**Continuing Education Program
Home**

[General Information](#)

[Travel Information](#)

[Educational Sessions](#)

[Hotel Information](#)

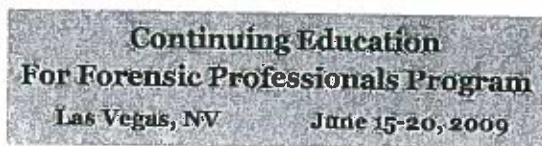
[Local Information](#)

[Registration](#)

**Registration will open MONDAY,
March 2, 2009 at 12:00 PM EST.**

[Program FAQs](#)

Forensic Science Initiative
208 Oglebay Hall
PO Box 6217
Morgantown, WV 26506
fsi@mail.wvu.edu
Fax: 304-293-5178



General Information

Onsite Registration

Sunday, June 14, 2009
5:00-8:00 PM
Monday – Friday, June 15-20, 2009
7:30 AM-4:00 PM

Breakfast

Provided Monday ONLY beginning 7:30-8:30AM, located in the Nevada Ballroom.

Welcome Session

Monday, June 15 from 8:00 -9:00 AM. Please make every effort to attend, important Program Information will be provided.

Course Times

8:00AM – 5:00PM
1 hour lunch on your own

1/2-day Course Times

AM – 8:00 am-12:00 pm
PM – 1:00 pm-5:00 pm

Attire

Business casual

Please keep in mind some of the courses include practical exercises, dress accordingly.

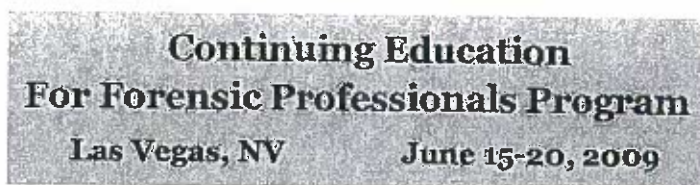
Program Attendance

Attendees are not required to stay the entire week; for example, one person could attend Mon-Wed and a different person Wed-Fri. This will allow an organization to maximize training opportunities while minimizing employee absences.

Certificates of Completion

Certificates will be given out at the end of each course. Please notify a staff member at the registration area if work-related issues or illness occurs on class day. Absence is determined by the instructor, teaching assistant, and sign-in sheets. Awarding of certificates will be at the discretion of the FSI Director.

[HOME](#) [OUTREACH](#) [TRAINING](#) [RESEARCH](#) [CALENDAR OF EVENTS](#) [LINKS](#) [FSI IN THE COMMUNITY](#) [STAFF](#)



Travel Expenses

The courses themselves are provided at no cost to practicing forensic/law enforcement professionals in the United States. Expenses paid for directly by WVU include:

-The flight or pre-approved mileage for ONE approved attendee from the first one hundred agency locations. The flight must be booked through our travel agent and the mileage must be pre-approved by WVU before the conference in order to be eligible for reimbursement by April 17, 2009 (additional approved attendees from the same agency location must pay for own flights/mileage)

-Hotel room/tax and internet charges will be direct billed. Reservations will be made by FSI for the dates indicated on your registration form (DO NOT call the hotel). Note: that FSI can only pay for the nights that you are actually registered for courses. Free nights include the night before your first course and the night of your last full day course. Any days you are not attending courses during the week will be at your expense.

Attendees/Agencies are responsible for ALL other expenses.

Travel forms will need to be signed at registration desk when you do on-site registration. These forms are not to be removed from the registration area and must be filled out before the end of the Program.

We are unable to fund Federal Employees and International attendees due to grant restrictions.

[Continuing Education Program Home](#)

[General Information](#)

[Travel Information](#)

[Educational Sessions](#)

[Hotel Information](#)

[Local Information](#)

[Registration](#)

Registration will open MONDAY, March 2, 2009 at 12:00 PM EST.

[Program FAQs](#)

Forensic Science Initiative
208 Oglebay Hall
PO Box 6217
Morgantown, WV 26506
fsi@mail.wvu.edu
Fax: 304-293-5178

Hotel Reservation Information

Hotel reservations will be made by FSI for the dates indicated on your registration form. Hotel room & tax and internet will be direct billed to FSI. Please note that FSI can only pay for the nights that you are actually registered for courses. Free nights include the night before your first course and the night of your last course. Any days you are not attending courses during the week will be at your expense. See example below.

Example: Registered for a course Monday and Tuesday, nothing Wednesday, Thursday and registered for an AM course on Friday. Nights FSI will be able to pay for are Sunday – Tuesday and Thursday. You would be responsible for paying for Wednesday night. Special circumstances may be pre-approved by contacting FSI@mail.wvu.edu

Harrah's Las Vegas is a luxury resort in the heart of the Vegas Strip. It has over 2,500 beautiful rooms and suites, seven outstanding restaurants, an outdoor swimming pool, a luxurious spa, state-of-the-art health club, full-service beauty salon, retail shops, and entertainment.

Harrah's Las Vegas has many dining choices located inside the Hotel including, a steakhouse, Asian cuisine, a buffet, Italian, and several others. To get the full list of Dining options and daily dining specials [click here](#).

Harrah's Las Vegas is located with minutes of McCarran International Airport and a day trip from many surrounding areas, including Los Angeles.

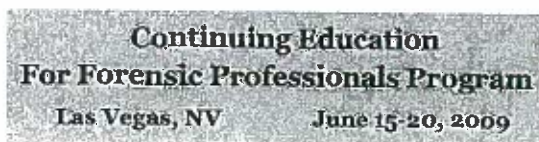
Driving Directions:

From I-15 North/South, take the Flamingo Road east exit. Turn left on Las Vegas Blvd. Harrah's is located on the right, just past the Imperial Palace.

From I-95, from the 95 south, merge on to the I-15 south. Take the Flamingo Road east exit. Turn left on Las Vegas Blvd. Harrah's is on the right, just past the Imperial Palace.

For more information on Harrah's Las Vegas visit their website:

<http://www.harrahslasvegas.com/casinos/harrahs-las-vegas/hotel-casino/property-home.shtml>



Program FAQs

Q: When will registration be open?

A:

Registration will open MONDAY, March 2, 2009 at 12:00 PM EST.

Q: How many classes will be offered?

A: Approximately 40; ranging from 1/2 days to 5 day courses

Q: Can more than one person from an agency attend?

A: More than one person from an agency location can attend

Q: What are you paying for?

A: FSI will cover the cost of the hotel room and tax. (Transportation for the first 100 attendees from different agency locations will also be covered).

Q: Can I bring my family?

A: Absolutely. You will be responsible for all of their expenses.

Q: Why do I have to pay for my hotel if there is a break in my schedule?

A: The Federal Guidelines allow FSI to pay for the night before and night of courses only.

Q: Can I come early or leave later than the actual training dates?

A: The hotel will offer the hotel rate for our attendees 3 days before and after the training dates. You are welcome to stay longer but you will be responsible for the hotel costs for those nights.

Q: How do you choose your classes?

A: We use suggestions that are provided by the forensic community, we determine what courses can be done on-location, and we provide duplicate courses that have been done but offered limited space for attendees.

Q: How do you choose your instructors?

A: We utilize people who have worked with us in the past and have been well received by attendees, subject-matter experts, and those who regularly teach.

Q: How do you choose your location?

A: Based on the size and accommodations of the facility, based on which hotel will provide government per diem rates, and based on what food/entertainment/etc is available in close proximity.

Q: Where do you advertise/announce upcoming training?

A: We post the training announcements on the AAFS, IAI, ASCLD, MAAFS, MAFS, SWAFS, and SAFS websites as well as on the FSI website. We also notify all past students, the future training contact list, and all forensic agencies either by e-mail or letter.

Q: Why don't you host a reception so we can mingle?

A: Our funding does not allow us to pay for hospitality.

Q: Why are you only able to pay for the flights of one person from each agency location?

A: Our budget for this program has been cut.

Q: I know someone who did not get a certificate of completion at one of your Programs. Why is this?

A: To receive a certificate, attendees must attend the entire class. If not, it is the FSI's right to withhold certificates and notify the person's supervisor. All questions or issues can be directed toward Max Houck, FSI Director.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to hire Rogers Consulting to develop plans and specifications for widening of Fisher Store Road from FM2325 to Sachleben Road and to allow Commissioner Conley to negotiate related contracts and work authorizations.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Conley

SPONSORED BY: Conley

SUMMARY: This project will include surveying, development of schematic, ROW documents, and construction documents related to the widening described.

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 County Judge to sign contract with Rogers Design Services for Mt. Gainor Road improvements and to authorize Commissioner Ford to approve work authorizations as project proceeds for a total not to exceed \$50,000.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$50,000

LINE ITEM NUMBER OF FUNDS REQUIRED: Mt Gainor 2001 Bond fund

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: Earlier action by the Court authorized Commissioner Ford to negotiate a contract with Rogers Design Services. Today's action will authorize approval of that contract and allow Commissioner Ford to sign work authorizations related to the project. Work Authorization #1 is currently pending today's court action and will authorize \$5000 for review of current project documents and formulation of an implementation plan for completing the project within the current authorized budget.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Rogers Design Services** (hereinafter "Contractor"), whose primary place of business is located at 7108 Covered Bridge Drive, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 20th day of May, 2009 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

In order to construct improvements to Mount Gainor Road in Precinct 4 of Hays County, the County has requested that Rogers Design Services perform the following professional services: Design, Project Management, and Construction Phase Services as needed to construct the project primarily with County Forces.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcharding; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties. Exhibit "A" and its subsections shall be executed according to the Work Authorization Protocol cited in Section (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

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

4. DURATION

The parties agree that the Work shall be completed no later than 500 days after the Effective Date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the

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

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a fee not to exceed \$50,000 for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays

County, Attn: Jerry Borcharding, 2171 Yarrington Road, San Marcos, Texas 78666; Facsimile - (512)393-7393; Email - Jerry@Co.Hays.Tx.US.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Rogers Design Services, Attn: Dan Rogers, 7108 Covered Bridge Drive, Austin, Texas 78736; Facsimile - 512-394-9811; Email- DanRogers.RDS@sbcglobal.net.

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

9. INSURANCE

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

10. MUTUAL INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules,

and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a

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

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

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

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

Hays County Texas

Contractor

By: Judge Elizabeth Sumter

By: Dan Rogers

Hays County Judge

Principal

EXHIBIT A

EXHIBIT B

-- EXHIBIT "C" --

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

A. Work Task #1 is outlined in exhibits A and B. Extent of Work Task #2 will be determined by Work Task #1. Supplemental Exhibits A and B will be developed at a later date and approved in writing by Commissioner Ford and Dan Rogers. Without this written approval, work under this contract will not exceed that outlined as Work Task #1 in the attached exhibits A and B.

B.

C.

D.

E.

F.

G.

H.

I.

J.

K.

L.

			MOUNT GAINOR RD					HAYS
			FROM: PURSLEY RD					COUNTY
ROGERS DESIGN SERVICES			TO: GATLIN CREEK RD					Sheet 3 of 3
PROJECT: Preliminary design							DATE:	May 7, 2009
DIRECT COST								
Auto Mileage		123	Miles	\$0.505	per mile			\$62
SUBTOTAL : DIRECT COST								\$62
SUBTOTAL : LABOR COST								\$4,938
TOTAL PROJECT COST								\$5,000

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE ENGINEER

SCOPE OF SERVICES
MOUNT GAINOR ROAD
FROM PURSLEY ROAD TO GATLIN CREEK ROAD

WA#1—Preliminary Engineering and Planning

The Scope of Work to be performed by the ENGINEER under this contract will consist of performing preliminary engineering and planning as needed to determine the extent and nature of improvements implemented with this project.

Services:

1. Project Management

This task will include the following activities:

- Coordination with Hays County Court and Hays County Engineer
- Contract Administration
- Coordination with ROW acquisition service provider as needed to complete ROW acquisition

Deliverables: N/A

2. Data Retrieval and Development

This task will include the following activities:

- Review of existing data sources to verify that all data needed has been obtained
- Conversion of existing design files and survey data to Microstation / Geopak V-8 format

Deliverables: N/A

3. Preliminary Design

This task will include the following activities:

- Development of exhibits
- Making site visits
- Reviewing accident data
- Analyzing engineering, ROW, utility and other constraints
- Development of recommendations related to the extent and nature of proposed improvements
- Development of exhibits detailing recommendations

Deliverables: Report and exhibits detailing recommendations for improvements to Mount Gainor Road.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to accept donation of ROW along Wayside Drive.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Conley

SPONSORED BY: Conley

SUMMARY: Jan Thompson is offering to donate property along Wayside Drive that includes the current prescriptive easement containing a portion of Wayside Drive plus a residual portion of ranch property adjacent to the roadway. In essence, this residual property will create an extra wide ROW along this portion of Wayside Drive.

To J. P. GARZA -

AUGUST 29, 2008

NOT TO SCALE

- LEGEND**
- RECORD INFORMATION
 - 2" DIAMETER METAL PIERCEPOST FOUND
 - 1/2" IRON ROD FOUND (CALCULATED POINT)
 - WIRE FENCE
 - 10" BRASS/ALUMINUM PIPE (CALCULATED POINT)
 - WALL MARK FOUND

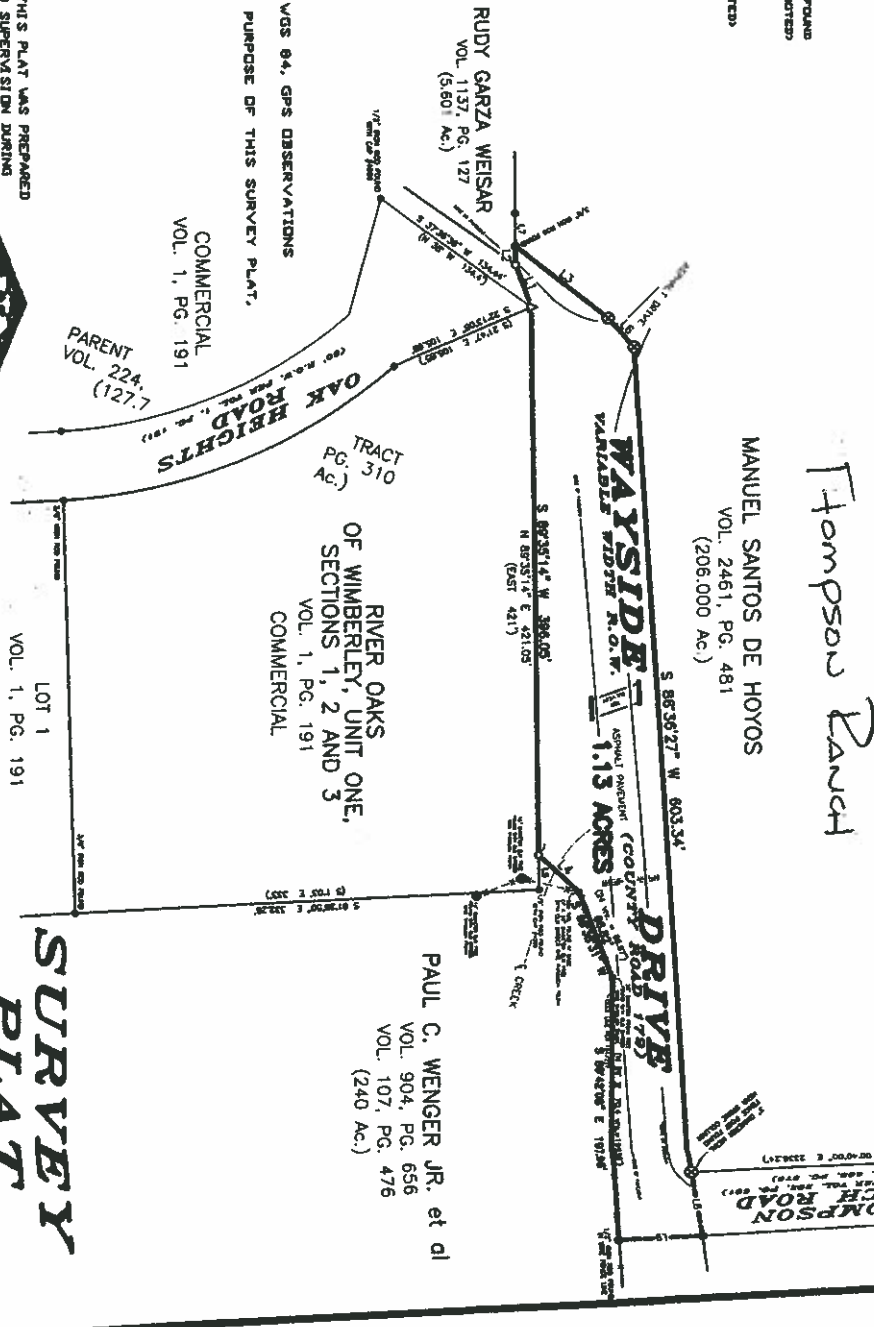
LINE	BEARING	DISTANCE
1	S 70°42'32" W	33.02
2	N 89°53'28" W	13.35
3	S 39°27'31" E	85.09
4	S 43°38'51" W	39.43
5	S 44° W	13.00
6	N 89°35'14" E	25.00
7	N 49°01'23" E	28.46
8	N 89°53'11" W	23.12
9	N 84°28'52" E	50.33
10	S 00°25'51" E	60.40

- NOTES:**
- 1) BEARING BASIS FOR THIS SURVEY PLAT IS WGS 84, GPS OBSERVATIONS ON ALL PROPERTY LINES.
 - 2) NO IMPROVEMENTS WERE LOCATED FOR THE PURPOSE OF THIS SURVEY PLAT, OTHER THAN AS SHOWN HEREIN.

CERTIFICATION

I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING AUGUST OF 2008, OF THE PROPERTY SHOWN HEREIN, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON, R.P.L.S.
NO. 4404 - STATE OF TEXAS



SURVEY PLAT
1.13 ACRES
OUT OF 252
FRANKLIN C. HEARD
SURVEY NO. 6,46
ABSTRACT NO. 246

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 purchase of a Haven Technology Corp. speaker/microphone system (2 units) for use in the tax office at Pct 4 building.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$ 1,518.12

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-414-5741

REQUESTED BY: Caraway

SPONSORED BY: Ford

SUMMARY: The safety glass chosen for the transaction windows at the Tax office in the new Pct 4 building has presented some audio challenges. We were hoping that the gap around the edge of the windows would provide adequate to carry sound from customer to staff and back – but it has proven to be not so good for customers who have hearing problems, and for staff who have to speak loudly to be heard. The court has previously approved a cost of \$8K for an audio speaker system for the tax and JP offices (October 28, 2008) but we chose to continue to explore the need and solutions. This Haven Technology system appears to be a more cost effective route and has a 10-day money back return if it does not meet our expectation. See bid proposals attached.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the purchase of a Haven Technology Corp. speaker/microphone system (2 units) for use in the tax office at Pct 4 building. The safety glass chosen for the transaction windows at the Tax office in the new Pct 4 building has presented some audio challenges. We were hoping that the gap around the edge of the windows would provide adequate to carry sound from customer to staff and back – but it has proven to be not so good for customers who have hearing problems, and for staff who have to speak loudly to be heard. The court has previously approved a cost of \$8K for an audio speaker system for the tax and JP offices (October 28, 2008) but we chose to continue to explore the need and solutions. This Haven Technology system appears to be a more cost effective route and has a 10-day money back return if it does not meet our expectation. See bid proposals attached.

PREFERRED MEETING DATE REQUESTED: May 19, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$1,518.12 **01-414-5741**

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:



Haven Technology Corp.

4130 Flat Rock #170
Riverside, CA 92505
(951) 354-1800

Estimate

Date	Estimate #
5/6/2009	1428

Name / Address
Hays County Luanne

			Project
Description	Qty	Cost	Total
SC-300 Counter-Mount intercom w/ AC adapter	2	745.00	1,490.00
shipping/handling UPS Ground	1	28.12	28.12
Notes			
•allow 1 week to ship ARO			
•TERMS: VISA/MC/COD			
•Installation by others.			
•10 day money back returns allowed.			
•Made in the USA.			
submitted by Tim 888 853-4643 x703 Fax: 951-354-1805 tim@haventech.com www.haventech.com			
		Subtotal	\$1,518.12
		Sales Tax (0.0%)	\$0.00
		Total	\$1,518.12

TO: HAYS COUNTY TAX OFFICE
San Marcus, TX 78666



510 Burnside Ave.
Inwood, NY 11096
Tel: (516)239-0300
Fax: (516)239-8915

ATTN: Ms. Luanne

Norcon Communications, Inc.

TEL: 512-393-5519
FAX:

Quote	DATE: April 28, 2009
-------	----------------------

Item	Part Number	Description	Qty	Unit price	Total
1	TTU-3	Counter Top Talk-Thru Communicator	2	\$ 825.00	\$ 1,650.00
2	FREIGHT	UPS ground	1	\$ 35.22	\$ 35.22
	TTU-HS	Optional Wired Headset* Cost \$137.50ea.			
	TTU-WHS-D	Optional Wireless Headset* Cost \$350.00ea.			
	TTU- WARR	2 Year Ext. Warranty Coverage* Cost \$165.00ea.			
Should you require additional information please feel free to contact us.				Total	\$ 1,685.22
Sincerely,					
Ishwar Hariprashed Sales Manager					

Quote

Quote is valid for 30 Days
Sales tax is not included in this quote
FOB: Inwood, NY 11096
Payment - AMEX, MC or VISA or COD or
purchase order

Notes/Requirements

*Optional headsets may be ordered with system or at a later date.
DELIVERY: 2 DAYS, ARO



Change Proposal

October 22, 2008

Change Proposal No: 170-029R

**Project Name: Hays County Precinct 4
Office Building
195 Roger Hanks Parkway
Dripping Springs, Texas**

**Submitted To: Jackson & McElhaney Architects
1135 West 6th Street, Ste. 125
Austin, Texas 78703**

Attention: Mr. Michael McElhaney,

We hereby submit a Change Proposal Request (CPR) according to revised plans and specifications issued by the Architects and/or Engineers.

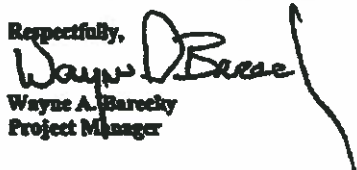
Millwork & Transaction Window Revisions & Speaker System Revised

For the modifications/revisions as per the attached Proposal Request No. 16, Subcontractor Proposals, and as follows:

Item 1 - Millwork Revisions @ Rooms 106 & 114 Moore Contracting	3,248.00
Item 2 - Transaction Window Revisions (Option 'A' is quoted. Note Option 'B' on RGC Proposal RGC Advanced Glass (Option 'A' CR Lawrence Model S11W18S)	4,238.00
Item 3 - Alphane Speaker Systems ADI-Audio (materials only)	7,010.00
BCC Labor Allowance (16 hrs @ \$69.80)	1,117.00
Electrician Assistance Allowance (8 hrs @ \$48.60)	389.00
Sub-Total	16,002.00
Overhead & Profit	2,100.00
Total this Change Proposal	\$ 18,102.00

Total Calendar Days Requested this Change Proposal: 14

Respectfully,


Wayne A. Barecky
Project Manager

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 revised Bylaws of the Hays County Parks and Open Space Advisory Board as adopted by that Board on May 6, 2009

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

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

On April 21, 2009 the Commissioners Court reviewed the first draft of the Bylaws for the restructured Citizens Parks Advisory Team, now known as the Hays County Parks and Open Space Advisory Board (HCPOSAB). The Court did not take action on approval of the Bylaws at this time, but instead referred several changes back to the HCPOSAB for consideration and approval by the Board for incorporation into the Bylaws.

The HCPOSAB made requested changes to the Bylaws and adopted these at their regular meeting on May 6, 2009. The revised Bylaws are attached for consideration and approval by the Court.

BYLAWS
HAYS COUNTY PARKS AND OPEN SPACE ADVISORY 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 Advisory Board,
herein referred to as the Board.

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ARTICLE II.
Purpose

The Hays County Parks and Open Space Advisory 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 ~~Twentytwo~~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. Appointments shall be confirmed by vote of the Commissioners Court. 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(s):

- (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.

A conflict of interest should be broadly interpreted to include a personal financial interest in a project being considered by the Board, or being an owner, partner, contractor, vendor, elected or appointed official, employee, or member of an organization, business, governmental unit, individual enterprise, or other entity proposing a project requiring or requesting monetary payment resulting from a Board recommendation.

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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. The Hays County 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 ~~6th day of May~~, 2009 in a regularly scheduled meeting.

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EXECUTIVE PARKS AND OPEN SPACES ADVISORY BOARD OFFICERS:

Jorge Anchondo - Chairperson

Date:

Chris North - Vice-Chair

Date:

John Sanford - Secretary

Date:

PASSED AND APPROVED at a meeting of the Commissioners' Court of Hays County, Texas on the _____ day of _____, 2009.

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 Space [Advisory](#) 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 Authorize a temporary position in the Victim Services Section of the District Attorney's office to perform clerical and entry level advocate duties.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$3,800.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-423-5021 (staff salaries)

REQUESTED BY: TIBBE

SPONSORED BY: INGALSBE

SUMMARY: The Victim Services Section of the District Attorney's office has one employee on approved leave for an undetermined amount of time and a second employee will be going on approved leave in June, also for an undetermined amount of time. Requesting approval to hire a temporary employee to perform general clerical duties, answering telephones, data entry, correspondence with victims and entry level advocate duties beginning 5/21/09 through 7/31/09.

Dates of employment: 5/21/09 – 7/31/09

Rate of pay: \$9.50/hour

50 days x 8 hours x \$9.50 = \$3,800.00

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize a temporary position in the Victim Services Section of the District Attorney's office to perform clerical and entry level advocate duties.

The Victim Services Section of the District Attorney's office has one employee on approved leave for an undetermined amount of time and a second employee will be going on approved leave in June, also for an undetermined amount of time. Requesting approval to hire a temporary employee to perform general clerical duties, answering telephones, data entry, correspondence with victims and entry level advocate duties beginning 5/21/09 through 7/31/09.

Dates of employment: 5/21/09 – 7/31/09

Rate of pay: \$9.50/hour

50 days x 8 hours x \$9.50 = \$3,800.00

PREFERRED MEETING DATE REQUESTED: May 12, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$3,800.00 01-423-5021

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Will also require \$291 in Fica/Ret which is available in the line item assuming this will be an employee rather than hired thru an employment agency. No budget amendment is required.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE:

	Initials	Date
Prepared By	BJ	5/14/09
Approved By		

D.A. Personnel ITEMS

© WILSON JONES

G7808 ColumnWrite ©

		1	2	3	4	5	6	
	01-423	BUDGET	EXP	BAL AVAILABLE	PROJECT to 9/30	<OVER>	UNDER	
-502	Staff	1,710,208	1,008,119.41	702,088.59	722,447	<20,158>		1
	merit sal							2
	ADD @ 10/1/08	24,332				MR 24,332		3
		1,734,540				net	4,774	4
-5071	State Longevity	9,600	53,447.6	422,524	5,000	<775>		5
-5101	FICA/RET	295,616	170,832.09	124,783.91	123,199.35		1,584	6
	-0- merit adj							7
-5160	Insurance	307,980	171,560.36	136,419.64	124,851		11,578	8
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EST. NET PERSONNEL SAVINGS to 9/30/09

16,561

COST OF TEMP:

50 DAYS @ 8 hrs/day x 9.50 = 3800
+ 7.65% FICA only
4091

HAYS COUNTY JOB DESCRIPTION

Job Code: 0505
Grade: 108
FLSA: Non-Exempt

Prepared by: Victim's Assistance / Treas.Ofc.
Date Prepared: March, 2005
Updated January 2007, April 2009

VICTIM'S ASSISTANCE ADVOCATE

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

Summary

Under general supervision of the Victim's Assistance Administrator, the Victim's Assistance Advocate provides direct services to victims of crime, and their families within Hays County. The work involves treating a variety of problems, questions, or situations in conformance with established criteria. The work product affects the operation of the County's Victim's Assistance Program. This position affects the well being of Hays County victims and their families.

Responsibilities

- Maintains a positive working agreement with community agencies to secure available resources for victims and their families.
- Trains and mentors volunteers and interns to assist victims of crime.
- Assists in administrative tasks and projects as needed.
- Assists in making presentations to community agencies in regards to victim's rights.
- Provides direct services to assist crime victims and their families, serving as their advocate within the Criminal District Attorney's Office.
- Provides crime victims and their families with information and resource materials pertaining to each victim's individual needs.
- Provides victims with court scheduling information as their case moves through the judicial system.
- Assists in the completion of required paperwork, such as recording the values of losses through crime, completing compensation packets, and preparing victim impact statements.
- Recommends restitution amounts based on victims' documented information.
- Performs routine administrative assistant tasks such as filing, copying and organizing case files.
- Prepares daily logs, and assists with interoffice statistical records
- Meets and maintains the VOCA Grant Program requirements.
- Coordinates victim witnesses during judicial proceedings.
- Other duties as assigned.

Knowledge Required

- General knowledge of the Hays County Criminal District Attorney's Office regulations, policies and procedures.
- General knowledge of Hays County law enforcement and criminal justice methods and practices.
- General knowledge of modern office procedures and practices.
- Exceptional knowledge of Hays County Victim's Assistance Program, including its mission statement, goals, methods and procedures.
- Exceptional knowledge of word-processing specifically windows applications including Microsoft Word and Excel.

Required Skill

- General skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, victims of crime, and the general public.
- General skill in utilizing routine office equipment, including telephones, personal computers, Microsoft and Excel software.
- General skill in public speaking.

- General skill in following Hays County policy and procedures.
- General organizational skills.
- General skill in expressing oneself clearly and concisely, both orally and in writing.
- Exceptional skill in assisting crime victims and their families, throughout the judicial process, in all levels of crime.
- Exceptional skill in completing the forms and processes pertaining to victim's rights, including Victim Impact Statements, Crime Victims' Compensation Applications, Restitution Orders and Protective Orders.

Education and/or Experience

- Requires bachelor's degree or knowledge equivalent to a bachelor's degree in Criminal Justice or closely related area. Related experience can substitute for education.
- Requires three years administrative assistant experience in a related field.
- Any equivalent combination of experience and training may substitute for above requirements.

Other Qualifications, Certificates, Licenses, Registrations

- Requires attendance and completion of basic TLETS Course.

Supervision

- The Victim's Assistance Advocate is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- The Victim's Assistance Advocate is responsible for planning and carrying out assignments, resolving conflicts, training others and determining the approach and methods to be used.
- The Victim's Assistance Advocate and the Victim's Assistance Administrator, in consultation, develop the deadlines, projects, and work to be done. The Victim's Assistance Administrator is informed of progress, potentially controversial matters, and assists this position with unusual circumstances that do not have a clear procedure.

Guidelines

The Victim's Assistance Advocate uses judgment in locating and selecting the appropriate guidelines such as Hays County Policies, established precedents, and work directions. This employee may interpret and adapt these guidelines for application to specific cases and problems. The Victim's Assistance Advocate must analyze the results and recommend changes. This position must have a strong work ethic. The Victim's Assistance Advocate must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must handle a stress level of planning, coordinating, and advising on work efforts trying to resolve operating problems by influencing or motivating members of the general public and Hays County Departments. The Victim's Assistance Advocate meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative but can be emotional and distraught.

Physical Demands

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

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

- Use his/her hands 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 15 pounds.
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee may travel to various locations throughout the county to perform administrative functions. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

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

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

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

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law.

Employee Signature

Date

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

Agenda Item Request Form

Hays County Commissioners' Court

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 and sign letters to all mayors in Hays County regarding The Big Push.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY: See attached draft of letter. We will bring signature-ready copies addressed to all Hays County mayors and hope to get signatures from all members of court.

(Draft Letter to all mayors in Hays County)

May 19, 2009

Re: The 2009 Big Push Initiative

Dear Mayor _____,

We are writing you about a regional air quality issue that we can all do many things to address. Measures of ground-level ozone concentrations in the Austin-Round Rock MSA (of which Hays County is a part) have sometimes exceeded the human health-based standard set by the U.S. Environmental Protection Agency (EPA). In March 2010, the EPA will determine whether ozone conditions in the counties of our MSA exceed the standard at a magnitude and duration that is a health threat to our citizens. If so, our area could be declared a non-attainment area for ozone with serious quality of life and economic consequences. Enclosed is a summary of those consequences.

Two of our regional planning organizations, Capital Area Council of Governments (CAPCOG) and Capital Area Metropolitan Planning Agency (CAMPO), have been providing local governments and others with technical assistance as well as leadership on ways we all can reduce air pollution. One such project is the 2009 Big Push Initiative. The initiative aims to engage area governmental and private organizations in actions that collectively result in safer air quality in 2009. If implemented fully, the Austin MSA could influence EPA to determine the area attains the standard. The "Big Push" is beginning now with the 2009 ozone season that started April 1.

On May 12, 2009, the Hays County Commissioners Court unanimously approved the enclosed resolution in support of The Big Push. Aspects of our air quality efforts involve education and awareness for all county employees, notification to all staff of Ozone Action Days (OAC) and what to do and not do on those days. Also, our fleets will gas up after 3 p.m. daily, our gas and diesel powered mowers will not be operated on OAD, and our road and bridge crews will work four/tens throughout the summer months. We're also exploring options of teleworking, flex hours and a ride-sharing program. This challenging initiative requires focus and employee support.

We hope your organization will join us in similar efforts to achieve better air quality. We're open to further collaboration and partnership with you on components of this initiative throughout the 2009 ozone season. Please call Commissioner Karen Ford's office at 512/858-7268 to further discuss your ideas on The Big Push Initiative.

Respectfully,

Judge Liz Sumter
County Judge

Debbie Ingalsbe
Commissioner Pct. 1

Jeff Barton
Commissioner Pct 2

Will Conley
Commissioner Pct 3

Karen Ford
Commissioner Pct 4

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to hire temporary help for HR.

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

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

PREFERRED MEETING DATE REQUESTED: Tuesday, May 19, 2009

AMOUNT REQUIRED: \$2153

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY: Immediate need: Turning over files, clerical assistance in processing applications and ID badge printing. 40 hrs.

June through September, clerical assistance 8 hrs per week. 160 hours

Request transfer of \$2000 to 01-421-5021 (salaries) and \$153 to 01-421-5111 (FICA)
from 00-421-5448 (Contract Services).

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to hire temporary help for HR.
Immediate need: Turning over files, clerical assistance in processing applications and ID badge printing. 40 hrs.

June through September, clerical assistance 8 hrs per week. 160 hours

Request transfer of \$2000 to 01-421-5021 (salaries) and \$153 to 01-421-5111 (FICA)
from 00-421-5448 (Contract Services).

PREFERRED MEETING DATE REQUESTED: May 12, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$2153 As Stated Above

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS: Requires a budget amendment.

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: _____

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 a Grievance Committee in compliance with Section 3.23 of the Hays County Employee Handbook

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

PREFERRED MEETING DATE REQUESTED: Tuesday, May 19, 2009

AMOUNT REQUIRED: 0

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY: Per Section 3.23 of the Employee Handbook, a grievance committee shall be appointed annually by the Commissioners' Court. The Commissioners' Court members and/or the Director, HR will remain as part of the Employee Grievance Committee.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County, the Hill Country Conservancy and the City of Austin.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY:

On September 30 of last year, the Court adopted a resolution declaring the County's intent to co-purchase and hold a conservation easement on the Dahlstrom Ranch. The Court also requested that counsel negotiate a contract with the Dahlstrom family, the City of Austin, and the Hill Country Conservancy based on terms and conditions proposed by Commissioner Barton.

Since that time, Mark Kennedy has been in negotiation with the interested parties. They have drafted the attached Memorandum of Understanding.

Meanwhile, the Pct. 2 office, along with the National Park Service and a stakeholder committee that includes representatives from our financial partners as well as the Parks and Open Space board, are working on details of the public access portion of the property.

**MEMORANDUM OF UNDERSTANDING
AND INTERLOCAL AGREEMENT
(Dahlstrom Ranch)**

This Memorandum of Understanding and Interlocal Agreement (this “*Agreement*”) is made by and between the City of Austin, a Texas municipal corporation situated in Travis and Williamson Counties (the “*City*”), Hays County, Texas (the “*County*”), and the Hill Country Conservancy, a Texas non-profit corporation (“*HCC*”). The City, the County, and HCC are sometimes individually referred to herein as a “*Party*” and collectively referred to herein as the “*Parties*.”

BACKGROUND

- A. HCC is a Texas non-profit corporation organized to protect and preserve natural areas and ecologically significant land for scientific, educational and charitable purposes, as described in Sections 170(h)(3) and 501(c)(3) of the Internal Revenue Code.
- B. The City and the County and public policy in central Texas have recognized the importance of preserving open space land and providing water quality protection and the importance of partnering with public, private and non-profit organizations towards those goals.
- C. As authorized by Chapter 1251 of the Texas Government Code, on or about November 7, 2006, the citizens of Austin, Texas affirmed and authorized the City’s issuance of \$145,000,000.00 in bonds, \$50,000,000.00 of which is for the purpose of, among other things, acquiring land, open spaces, and interests in land and property to provide for the conservation of the region’s water quality.
- D. As authorized by Chapter 1251 of the Texas Government Code, on or about May 12, 2007, the citizens of Hays County affirmed and authorized the County’s issuance of \$30,000,000.00 in bonds for the purpose of, among other things, acquiring parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat.
- E. The Parties have identified certain real property in Hays County, Texas, commonly known as the Dahlstrom Flatrock Ranch and generally depicted on Exhibit “A” attached hereto (the “*Conservation Area*”), as containing significant open space, natural areas, wildlife habitat, aquifer recharge areas and archeological resources (the “*Conservation Values*”).
- F. HCC and the United States of America (“*USA*”) entered into that certain Cooperative Agreement dated July 19, 2007 and revised August 14, 2008 (the “*Cooperative*

Agreement”), pursuant to which the USA has agreed to contribute \$4,000,000.00 towards the acquisition of conservation easements within the Conservation Area, subject to HCC providing matching funds and satisfying other conditions.

- G. HCC has requested the City and the County to provide matching funds required under the Cooperative Agreement and to work together in taking the necessary actions to acquire one or more conservation easements for the purpose of protecting and preserving the Conservation Values on the Conservation Area (collectively, the “*Conservation Easements*”).
- H. The City and the County have agreed to HCC’s request pursuant to the further terms of this Agreement, which has been authorized by such Parties pursuant to Section 791.011 of the Texas Government Code.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 **General Purpose.** The Parties acknowledge and agree that they have the common purpose of protecting and preserving the Conservation Values of the Conservation Area. In connection therewith, the Parties agree to cooperate, endeavor and work together in good faith to obtain, through purchase and/or donation, the Conservation Easements. Without limiting the generality of the forgoing, the Parties agree to communicate and share with one another all information acquired regarding the land within the Conservation Area and all other information reasonably necessary to accomplish the purposes of this Agreement and to coordinate their respective activities at all times.

1.2 **Purchase Price.** The total purchase price for the Conservation Easements (the “*Purchase Price*”) shall not exceed \$9,900,000.00. The Parties each agree to contribute the following amounts as their respective share of the Purchase Price:

County -	\$4,900,000.00
City -	\$1,000,000.00
HCC -	<u>\$4,000,000.00¹</u>
	\$9,900,000.00

The Parties further acknowledge that the Purchase Price for any of the Conservation Easements will not be greater than the appraised current fair market value of such Conservation Easements.

¹ with funds provided by the USA under the Cooperative Agreement

1.3 Purchase Agreement; Earnest Money. HCC shall negotiate and use its commercially reasonable efforts to enter into a purchase and sale agreement for the acquisition of the Conservation Easements (the "**Purchase Agreement**") for the Purchase Price. The City and the County shall have the right to review and approve the Purchase Agreement prior to its execution by HCC (such approval not to be unreasonably withheld or delayed). The Parties acknowledge that, based on negotiations with the Owner (defined in **Section 1.6** below), HCC will be required to deposit up to (a) \$150,000.00 as initial earnest money upon execution of the Purchase Agreement and (b) \$350,000.00 as additional earnest money upon expiration of the feasibility period provided in the Purchase Agreement. Subject to approval of the Purchase Agreement by all of the Parties, the City and the County agree to accept from HCC a partial assignment of undivided interests in the Purchase Agreement (which assignment will include HCC's right to the \$150,000.00 earnest money deposit) prior to the expiration of the feasibility period provided in the Purchase Agreement. Contemporaneously with such assignment, the City and the County each further agree to pay \$75,000.00 to HCC as reimbursement for its initial earnest money deposit and to pay \$175,000.00 of the additional earnest money deposit pursuant to the Purchase Agreement. Accordingly, each the City and the County will have deposited up to \$250,000.00 as earnest money under the Purchase Agreement.

1.4 Reports and Consultants. In connection with their evaluation of the land within the Conservation Area and other due diligence for the transactions contemplated herein, the Parties agree to obtain the studies and reports, retain the consultants and service providers, and pay all related actual costs as provided below:

Reports/Services	Consultants/Service Providers	Responsible Party(ies)
Phase 1 Environmental Site Assessment (ESA)	Terracon Consultants, Inc.	City to retain and pay all costs for the ESA.
Land Plan	Holford Group	HCC to retain. City to pay for all costs for the land plan.
Appraisal	Aegis Group	City to retain and pay all costs for the appraisal.
Easement Documentation Report (EDR)	Bosse, Turner and Associates	HCC to retain. City to pay all costs for the EDR.
Survey		HCC to retain. County to reimburse HCC for survey costs as provided below and City to pay any excess.

All of the above reports are to be provided for the benefit of all Parties irrespective of which Party retained or paid for the consultant.

1.5 **Other Expenses.** The County agrees to reimburse HCC for its legal expenses in connection with this Agreement and the acquisition of the Conservation Easements up to \$10,000.00 and for the survey up to \$20,000.00. The County also agrees to pay the cost for removal and clean-up of certain items from the Conservation Area, (including vehicle parts and tires, equipment tires, barrels and fuel and oil contents) based on the bid provided by Hogan Demolition Company dated March 23, 2009, in an amount not to exceed \$6,350.00. In addition, to the expenses to be paid by the City as indicated in **Section 1.4** above, the City agrees to reimburse HCC for its direct costs incurred in connection with this Agreement and transactions contemplated herein (including, without limitation, legal expenses), to the extent not otherwise reimbursed by the other Parties, up to \$50,000.00. Except as otherwise provided herein or agreed to by the Parties, all other expenses incurred by any Party (including, without limitation, any expenses for the City's or the County's separate legal counsel as provided in **Section 4.2** below) shall be the responsibility of the Party incurring such costs.

1.6 **Public Access.** The Parties acknowledge that the County desires to make portions of the Conservation Area open to public access. In furtherance thereof, the County reserves the right to negotiate such public access rights with the owner of the Conservation Area (the "**Owner**"), at the County's sole cost and expense, subject to prior written approval by the City and HCC as to which portions of the Conservation Area may be granted public access. Any lease, license or other agreement between the County and the Owner granting to the public access over a portion of the Conservation Area shall be subject to the terms of the Conservation Easements. The County will be responsible for managing any obligations arising in connection with such public access rights at its sole cost and expense.

1.7 **Other Projects.** Nothing in this Agreement is intended in any way to restrict the rights of any Party to enter into negotiations and agreements on its own behalf concerning the acquisition of interests in any tracts of real property outside of the Conservation Area.

ARTICLE 2 ADMINISTRATION OF CONSERVATION EASEMENTS

2.1 **Management by HCC.** The Parties acknowledge and agree that HCC, the City, and the County will be co-grantees of the Conservation Easements. Subject to any rights reserved or otherwise provided to the USA pursuant to the Cooperative Agreement or any Conservation Easement in which the USA is also a co-grantee, the Parties acknowledge and agree that HCC shall assume and retain responsibility for performing the administrative duties and obligations of the grantee under each of the Conservation Easements. Without limiting the generality of the foregoing, HCC will be responsible for monitoring and enforcing compliance with the terms of each Conservation Easement and communications with the Owner in connection with the Conservation Easements. Notwithstanding the above, HCC will notify the other co-grantees of each Conservation Easement at least ten (10) business days prior to any inspection of any portion of the Conservation Area (except in the event of an emergency) to allow such other co-grantees to accompany HCC on its inspections. Further, HCC shall furnish such other co-grantees a copy of any written report covering such inspection for comment at least ten (10) business days before submitting such report to the Owner. HCC shall also provide

the other co-grantees of each Conservation Easement with copies of all written notifications received by HCC in connection with such Conservation Easement. To the extent the Owner provides an endowment or otherwise donates funds in connection with the transfer of the Conservation Easements (the "**Endowment**"), HCC shall have utilization of the Endowment in order to carry out its management and administrative duties under the Conservation Easements. In the event HCC assigns such management and administrative duties to another Party pursuant to **Section 2.4** below, such other Party assuming such duties shall also be assigned the rights to the Endowment.

2.2 Co-Grantee Decisions. In the event the Owner (or its successors or assignees) makes a request for approval of an activity contemplated under a Conservation Easement and subject to the reasonable approval of the grantee, the Parties agree that a decision made by a majority of the co-grantees of such Conservation Easement shall be binding on all such co-grantees. With respect to any request by the Owner (or its successors and assignees) which is not contemplated under a Conservation Easement and is subject to the discretionary consent of the grantee, the Parties agree that a decision to approve such request must be made by all co-grantees of such Conservation Easement or will be deemed denied. In the event any Owner asserts a claim or takes other legal action due to the denial by the co-grantees of a requested activity and such Owner prevails in such action, the Parties that denied or are deemed to have denied such request shall reimburse the Parties approving the request for all costs incurred by the approving Parties.

2.3 Transfer of Management Duties. In the event HCC for any reason cannot or will not continue with the management and administrative duties of the grantees under the Conservation Easements, the Parties agree that the County shall assume such duties. However, upon agreement by the County and the City, the City may instead assume such duties.

2.4 Transfer of Interests. If any Party desires to transfer or assign its interests in any of the Conservation Easements (such Party being referred to as the "**Assigning Party**"), such Assigning Party shall first offer such interest to the other Parties on the same terms and conditions that the Assigning Party is willing to accept from a qualified third party. Such offer must be accepted by one of more of the other Parties within thirty (30) days after receipt of such offer. If more than one Party accepts such offer, the Assigning Party's interests shall be assigned equally to each of the accepting Parties or in such proportion as may be otherwise agreed by such Parties. If no Party accepts such offer, the Assigning Party may assign its interests to a qualified third party on the same terms and conditions as offered to the other Parties. Notwithstanding anything herein to the contrary, HCC's interests in the Conservation Easements shall be subject to the terms of the Cooperative Agreement.

ARTICLE 3 ADDITIONAL COVENANTS AND CONDITIONS

3.1 Authority; Conditions Precedent. This Agreement is made pursuant to the authority conferred to the City and the County by Chapter 791, Texas Government Code. However, the Parties acknowledge that the City's and the County's ability to close on the

acquisition of the Conservation Easements and related transactions contemplated in this Agreement is conditioned upon prior approval by the Austin City Council and the Hays County Commissioners Court, respectively. The Parties likewise acknowledge that HCC's ability to close on the acquisition of the Conservation Easements and related transactions contemplated in this Agreement is conditioned upon receiving funding from the USA under the Cooperative Agreement.

3.2 Payments from Lawfully Available Funds. All payments, if any, required to be made by the City or County pursuant to this Agreement shall be payable from current revenues or other funds lawfully available for such purpose.

3.3 Confidentiality. The Parties will, to the extent allowed by law, keep confidential (a) the terms of this Agreement, (b) information pertaining to the Conservation Area, (c) the Parties' discussions and negotiations with the Owner and its attorneys and representatives, and (d) the Parties' discussions and deliberations pertaining to the administration of any of the Conservation Easements. The Parties acknowledge and agree that this Agreement and other materials and information in connection herewith may be disclosed if required to be disclosed pursuant to any law, rule or regulation or pursuant to a valid order of a court or other governmental body or pursuant to the direction or order of the Texas Attorney General. If a public announcement or disclosure is required under applicable law or by the Texas Attorney General, the disclosing Party will first notify the other Parties of the intention to make such announcement or disclosure and the contents thereof.

ARTICLE 4 RELATIONSHIP OF THE PARTIES

4.1 No Partnership. This Agreement is an arms-length transaction, and no joint venture, general partnership, agency or other entity or special relationship between the Parties will be implied from the terms of this Agreement. No Party has a fiduciary duty to any other Party or legal authority to bind any other Party to any covenants or conditions. Nothing in this Agreement and no interaction or statements made by one Party, its legal counsel or other representatives shall be construed by any other Party or its representatives as providing advice or counsel to such other Party. Each Party will be solely responsible for the proper direction of its employees and contractors, and its employees and contractors will not be considered employees, borrowed servants or agents of the other Parties for any reason.

4.2 Legal Representation. The Parties acknowledge that HCC has retained the law firm of Jackson Walker L.L.P. to represent HCC and assist it with the preparation of this Agreement and the acquisition of the Conservation Easements. The Parties further acknowledge that Jackson Walker L.L.P. has previously represented and worked with both HCC and the City on numerous other transactions. The City and the County each hereby waive any potential conflicts of interest with Jackson Walker, L.L.P.'s representation of HCC. In addition, each Party agrees that it has had and shall have an opportunity to seek its own independent legal counsel (at its own expense) separate from the other Parties' legal counsel and, alternatively, that it may rely on its own independent judgment without legal counsel. In no event may a Party rely

on the legal counsel of another Party concerning the subject matter of this Agreement or any other legal matter.

ARTICLE 5 NOTICES

5.1 **Notices.** Any notices contemplated to be given pursuant to this Agreement shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below, or upon actual receipt when delivered by facsimile or by hand as evidenced by written acknowledgment of such delivery. Any address for notice may be changed by written notice delivered as provided herein.

HCC:	Hill Country Conservancy 221 West 6th Street 3rd Floor Austin, Texas 78701 Attn: George Cofer Tel: (512) 328-2481, Ext. 3 Fax: (512) 732-0268	With a copy to:	Jackson Walker, L.L.P. 100 Congress Avenue Suite 1100 Austin, Texas 78701 Attn: Jerry Webberman Tel: (512) 236-2270 Fax: (512) 391-2155
The City:	City of Austin Water and Wastewater Department 625 E. 10 th Street Suite 300 Austin, Texas 78701 Attn: William Conrad, Environmental Services Manager Tel: (512) 263-6430 Fax: (512) 972-0138	With a copy to:	City of Austin Law Department P.O. Box 1088 Austin, Texas 78767-1088 Attn: Chad Shaw Tel: (512) 974- 2671 Fax: (512) _____
The County:	Hays County, Texas 111 E. San Antonio Suite 300 San Marcos, Texas 78666 Attn: County Judge Tel: (512) _____ Fax: (512) _____	With a copy to:	Hays County, Texas 111 E. San Antonio Suite 302 San Marcos, Texas 78666 Attn: Jeff Hauff Grant Administrator

With a copy to: Hays County Commissioner
Precinct 2
111 Front Street
Kyle, Texas 78640

ARTICLE 6 DEFAULTS AND REMEDIES

6.1 **Defaults and Remedies.** If one Party believes that any other Party is in default of any provision of this Agreement, such non-defaulting Party will give written notice to the other Parties, specifying the event of default and extending to the defaulting Party thirty (30) days to cure the default. If such default has not been cured within such 30-day period, any non-defaulting Party may assert any remedies, at law or in equity, available to the non-defaulting Parties due to such default in accordance with the procedures set forth in **Section 6.2** below. The non-defaulting Parties must mitigate any direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use good faith and reasonable efforts to resolve any dispute in accordance with the provisions of **Section 6.2** below.

6.2 **Dispute Resolution Procedures.**

(a) **Negotiation.** The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a representative (the “***Representatives***”) and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

(b) **Mediation.** If the dispute has not been resolved within thirty (30) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any Party may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (the “***Mediator***”) by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other Parties necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the Parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Parties. The fees and expenses of the Mediator shall be borne equally by the Parties.

(c) **Arbitration.** If the dispute has not been resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of

time as may be mutually agreed upon), and the amount in controversy does not exceed \$100,000.00, the dispute shall be resolved through binding arbitration as provided below:

(i) Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of any Party to this Agreement, by final and binding arbitration conducted at a location to be determined by a single arbitrator (the "*Arbitrator*") in Travis County or Hays County, Texas, administered by and in accordance with the then-existing Rules of Practice and Procedure of JAMS/Endispute, and judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof. The Arbitrator appointed under this Section shall be qualified by education and experience in the subject matter of the submitted dispute.

(ii) The Parties shall be entitled to discover all documents and other information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. They may use all methods of discovery customary under state law, including, but not limited to, depositions, requests for admission and requests for production of documents. The time periods for compliance shall be set by the Arbitrator, who may also set limits on the scope of such discovery.

(iii) The Arbitrator shall issue a written explanation of the reasons for the award to all of the Parties. In the event the Arbitrator appointed hereunder has not rendered a decision within ninety (90) days after the conclusion of the hearings, either Party may have the matter determined by equitable proceedings or an action for declaratory relief in any court of competent jurisdiction.

(iv) Any provisional remedy which would be available to a court of law shall be available from the Arbitrator pending arbitration of the dispute. Either Party may make an application to the Arbitrator seeking injunctive or other interim relief, and the Arbitrator may take whatever interim measures they deem necessary in respect of the subject matter of the dispute, including measures to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Any Party may file an application in any proper court for a provisional remedy in connection with an arbitral controversy, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief.

(v) All Parties shall pay an equal share of the fees and expenses of the Arbitrator and the administrative costs and expenses of arbitration.

(vi) The Arbitrator shall have the right, in his or her reasonable discretion, to award costs and attorney fees and to assess reasonable interest on monetary awards.

(vii) If either Grantor or Grantee is dissatisfied with the decision or award rendered by the Arbitrator, such dissatisfied Party may appeal the Arbitrator's award to a panel of three (3) appellate arbitrators by filing with JAMS/Endispute and the other Party within twenty (20) days of the filing of the award. The appealing Party shall have the right to submit written briefs not to exceed twenty-five (25) pages stating the reasons why the Arbitrator's decision should be reversed or modified. The responding Party may file a response within twenty (20) days after receiving the appeal brief, not to exceed twenty-five (25) pages. The non prevailing Party in the appeal shall pay the costs and expenses of the arbitrators and the administrative costs of such appeal, as well as attorneys fees and costs of the prevailing Party and the costs of the enforcement of any award rendered therein.

(viii) Notwithstanding the foregoing, any Party may bring an action in a court of competent jurisdiction to protect the improper use or disclosure of confidential information by the other Party, to preserve its rights under applicable law or, to the extent any Party is a named defendant in a third party civil action, that Party may join the other Parties in the action or bring a third party action against the other Parties for contribution or for indemnity.

(d) **Litigation.** If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon) and the amount in controversy exceeds \$100,000.00 or is a matter within the equitable jurisdiction of the state or Federal judiciary, any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 **Force Majeure.** If, by reason of Force Majeure, any Party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such Party shall give written notice of the particulars of such Force Majeure to the other Parties within a reasonable time after the occurrences thereof. The obligations of the Party giving such notice, to the extent by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such Party shall in good faith exercise its best efforts to remove and overcome such inability. Force Majeure will not relieve any Party from making payments otherwise required under this Agreement. The term "**Force Majeure**" as utilized herein shall mean and refer to acts of God; strikes, lockouts or other disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters;

arrests; restraint of government and people; civil disturbances; explosions; or other causes not reasonably within the control of the Party claiming such inability.

7.2 Assignment. No Party will sell, assign or in any manner transfer its interest in this Agreement, in whole or in part, without the written consent of the other Parties, which shall not be unreasonably withheld. Assignments made in violation of this provision shall be void.

7.3 No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

7.4 Severability. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if such invalid portion had never been contained herein and the provisions of this Agreement are expressly deemed severable for this purpose.

7.5 Entire Agreement; Amendments. This Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by each of the Parties.

7.6 No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

7.7 Applicable Law; Venue. This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Hays County, Texas.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together (including facsimile copies) shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile machine, and the Parties intend that faxed signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Agreement with the signature, original or faxed, of all of the parties shall be binding on the Parties.

[Signatures on following page(s)]

Executed this ____ day of April 2009, to be effective as of August 1, 2008.

THE CITY OF AUSTIN

By: _____
Name: _____
Title: _____

HAYS COUNTY

By: _____
Name: _____
Title: _____

HILL COUNTRY CONSERVANCY

By: _____
Name: _____
Title: _____

EXHIBIT A
Conservation Area

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to Authorize the County Judge to execute an earnest money contract for purchase of 1.564 acres of land from Paul and Mary Dunn near the Corner of Winters Mill Parkway and RM 3237 in Precinct Three; and to authorize the Judge to execute Closing documents if, as, and when they are issued by Independence Title Company.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$500 (plus \$22,500 at Closing)

LINE ITEM NUMBER OF FUNDS REQUIRED: 45-499-5622

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: This Earnest Money Contract represents the negotiated purchase of a parcel that will serve as the last leg of the Winter's Mill Hike and Bike Trail. Commissioner and staff negotiated terms with Erv Woolsey, but the property that contains the parcel that is the subject of this Earnest Money Contract was recently conveyed by Mr. Woolsey to Paul and Mary Dunn. The Dunns have agreed to honor the same terms that Hays County had negotiated with Mr. Woolsey. In addition to the total purchase price of \$23,000, the County has agreed to install a driveway (with culvert) off of Winter's Mill Parkway, the estimated costs of which would be a maximum of \$5,000. The Hays Central Appraisal District value of the 1.564 acres that are the subject of this Earnest Money Contract is approximately \$30,080.00.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an earnest money contract for purchase of 1.564 acres of land from Paul and Mary Dunn near the Corner of Winters Mill Parkway and RM 3237 in Precinct Three; and to authorize the Judge to execute Closing documents if, as, and when they are issued by Independence Title Company. This Earnest Money Contract represents the negotiated purchase of a parcel that will serve as the last leg of the Winter's Mill Hike and Bike Trail. Commissioner and staff negotiated terms with Erv Woolsey, but the property that contains the parcel that is the subject of this Earnest Money Contract was recently conveyed by Mr. Woolsey to Paul and Mary Dunn. The Dunns have agreed to honor the same terms that Hays County had negotiated with Mr. Woolsey. In addition to the total purchase price of \$23,000, the County has agreed to install a driveway (with culvert) off of Winter's Mill Parkway, the estimated costs of which would be a maximum of \$5,000. The Hays Central Appraisal District value of the 1.564 acres that are the subject of this Earnest Money Contract is approximately \$30,080.00.

PREFERRED MEETING DATE REQUESTED: May 12, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$23,000 TBD by Court (Parks?)

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS: This is not budgeted and the Court will need to decide where the funds will come from.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

EARNEST MONEY CONTRACT

1. **PARTIES:** Paul Dunn and Mary Dunn (Seller) agree to sell and convey to Hays County (Buyer) and Buyer agrees to buy from Seller the property described below.
2. **PROPERTY:** The land and other property situated in Hays County, Texas, described as follows:

Being 1.564 acres out of a 5.67 acre tract of land, more or less, conveyed to Paul Dunn and Mary Dunn by Deed dated April 24, 2009, executed by John Woolsey, Jr., Trustee of The Mavis E. Woolsey Trust recorded in Volume ____, Page ____, Hays County Official Public Records, and which 1.564 acres is shown by the survey plat attached hereto as Exhibit "A".

The purpose of this conveyance is for the establishment of a hike and bike trail.

3. **CONTRACT SALES PRICE:**

A.	Cash portion of Sales Price payable by Buyer	\$23,000.00
1.	Amount Financed By Third Party Lender	\$0
C.	Sales Price	\$23,000.00

4. **FINANCING:** None

5. **EARNEST MONEY:** Buyer shall deposit \$500,00 as Earnest Money with INDEPENDENCE TITLE COMPANY, Wimberley as Escrow Agent, which Earnest Money shall be non-refundable. By the execution hereof, Buyer authorizes Escrow Agent to disburse such earnest money to Seller should Buyer fail to close for any reason, provided that Seller is able and willing to complete the sale in accordance with the terms and conditions of this Contract.

6. **TITLE POLICY, ABSTRACT AND SURVEY:**

- A. **TITLE POLICY:** Buyer, at Buyer's expense, shall be responsible for the Owner's Policy of Title Insurance (the Title Policy) issued by Stewart Title Guaranty Company (the Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject only to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

NOTICE TO SELLER AND BUYER:

- (1) Buyer is advised to have an Abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 - (2) If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 50 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
 - (3) Eligibility for government farm program benefits may depend upon compliance with a soil conservation plan for the Property. Buyer is advised to determine whether the Property is subject to and in compliance with a plan before signing this contract.
 - (4) Buyer is advised that the presence of wetlands, toxic substance including lead base paint or asbestos and waste or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property.
 - (5) If the Property adjoins and shares a common boundary with the tidally influenced submerged lands of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by TREC or required by the parties should be used.
7. **PROPERTY CONDITION:** Buyer accepts the Property in its present "as is" condition. **BUYER AGREES THAT IN RESPECT TO THE CONDITION OF THE PROPERTY IT IS RELYING SOLELY ON ITS OWN INSPECTIONS, EXAMINATIONS AND INVESTIGATIONS IN MAKING THE DECISION TO PURCHASE THE PROPERTY. EXCEPT FOR ANY WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS AVAILABILITY OR ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS**

11. SPECIAL PROVISIONS:

Seller makes no warranties or guarantees regarding the condition of the property.

As additional consideration, Buyer agrees to the following:

1. Buyer agrees to grant a variance and install at Buyer's expense an entrance driveway with culvert to Seller's remaining Property from Winter's Mill Parkway. The exact location off Winter's Mill Parkway shall be mutually agreed upon by Buyer and Seller.
2. Because of the division of the Property into 2 parcels, Buyer further agrees to plat the Property at Buyer's expense in order to comply with all subdivision regulations, including a drainage assessment, engineering report and any other reports or studies that are necessary to plat the Property and meet the platting requirements.
3. All costs associated with the sale of the Property to Buyer, including Title Policy, Deed preparation, recording fees, survey fees and escrow fees shall be the responsibility of the Buyer.

12. SALES EXPENSES: To be paid in cash at or prior to closing:

- A. Seller's Expenses: None, except that Seller will be responsible for payment of their legal fees, including preparation of Deed, and releases of existing liens, including recording fees for releases.
- D. Buyer's Expenses: Recording fees, tax service and research fees, tax certificate, copies of restrictions and easements, amortization schedule, survey fees, Owner's Title Policy; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this contract.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Current taxes, and any rents shall be prorated through the Closing Date. If the amount of ad valorem taxes for the year in which the sale is closed is not available on the Closing Date, proration of taxes shall be made on the basis of taxes assessed in the previous year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in

Agent shall pay the same to the creditors entitled thereto. At closing, the Earnest Money shall be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. Demands and notices required by this paragraph shall be in writing and delivered by hand delivery or by certified mail, return receipt requested.

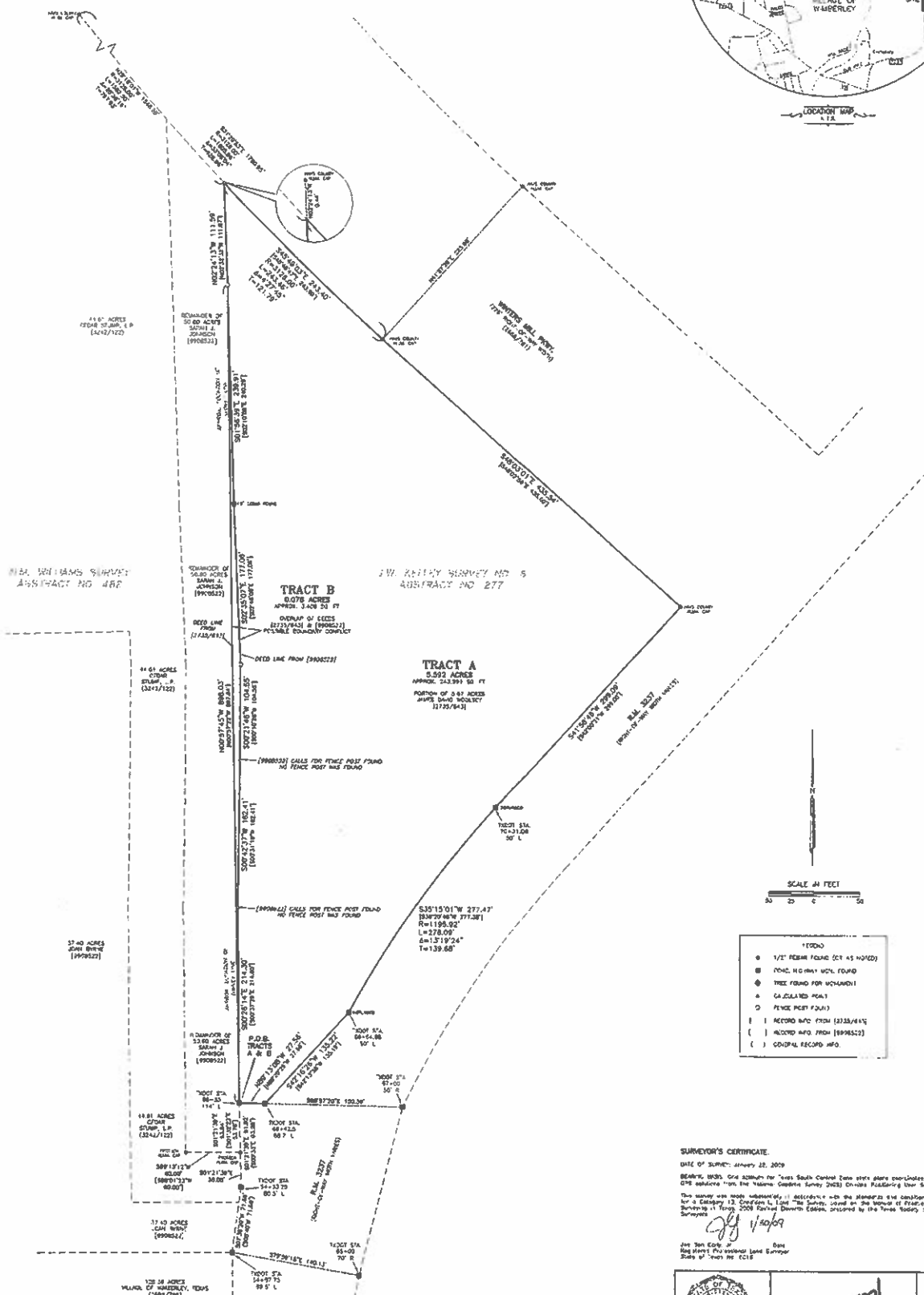
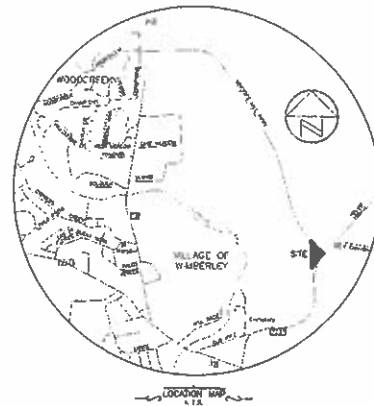
18. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the Sales Price unless securing payment of any loans assumed by Buyer. As a material part of the consideration for this agreement, Seller and Buyer agree that Buyer is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the property is fit for any particular purpose. Buyer acknowledges that Buyer is not relying upon a representation, statement, or other assertion with respect to the property condition or fitness for a particular purpose, but is relying upon its examination of the property. Buyer takes the property under the express understanding that there are no express or implied warranties (except for warranties of title set forth in the deed to be furnished by Seller at closing) The provisions of this paragraph shall survive closing. To evidence this statement of no representation, the deed will contain the attached Warranty Disclaimer Addendum.
19. **NOTICES:** All notices shall be in writing and effective when mailed to or hand delivered at the addresses shown below.
20. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
21. **DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.
22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part for this contract are: NONE
23. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract. **READ IT CAREFULLY.** If you do not understand the effect of this contract, consult your attorney **BEFORE** signing.

BUYER'S ATTORNEY AND ADDRESS:

SELLER'S ATTORNEY AND ADDRESS

TRACT A: BEING A 5.592 ACRE (APPROXIMATELY 243,599 SQ. FT.) TRACT OF LAND IN THE J.W. KELLEY SURVEY NO. 6, ABSTRACT NO. 277 IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 5.67 ACRE TRACT OF LAND CONVEYED TO JAMES DAVID WOOLSEY IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 28, 2005 AND RECORDED IN VOLUME 2735, PAGE 643 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

TRACT B: BEING A 0.078 ACRE (APPROXIMATELY 3,406 SQ. FT.) TRACT OF LAND IN THE J.W. KELLEY SURVEY NO. 8, ABSTRACT NO. 277 IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 5.67 ACRE TRACT OF LAND CONVEYED TO JAMES DAVID WOOLSEY IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 28, 2005 AND RECORDED IN VOLUME 2735, PAGE 613 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS WHICH IS IN CONFLICT WITH A PORTION OF A 50.60 ACRE TRACT OF LAND CONVEYED TO SARAH J. JOHNSON IN A PARTITION DEED DATED FEBRUARY 20, 1999 AND RECORDED IN DOCUMENT NO. 0900522 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



This survey was made substantially as descriptive - with the members of the Congress and for the Congress 12. On the 12th, 1968, the survey was made on the basis of the survey for the Congress 12. The survey was made on the basis of the survey for the Congress 12. The survey was made on the basis of the survey for the Congress 12.

Joe Van Ert, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6218



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

PROJECT NO.:
501-CO4
DRAWING NO.:
501-CO4-T01
PLOT DATE:
01/20/03
PLOT SCALE:
1" = 50'
DRAWN BY:
JCB & JCE
SHEET
01 OF 0

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 purchase of one laptop computer and two desktop computers for RPTP and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: \$4200

LINE ITEM NUMBER OF FUNDS REQUIRED: Move \$2200 from 01-411-5212 (postage) & \$2000 from 01-411-5443 (consultants) to 01-411-5712 (office equipment)

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: Clint Garza is currently using a laptop full time that he borrowed from the Sanitarians who use it for food handling classes. Janice Weber is currently using a laptop borrowed from Tim Vande Vorde who needs it for gathering data in the field. Lisa Wright's computer is not working and she also needs one with a larger capacity for software needs.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve the purchase of one laptop computer and two desktop computers and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: May 12, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$4200 **Move \$2200 from 01-411-5212 & \$2000 from 01-411-5443 to 01-411-5712.**

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ **Yes** _____

PAYMENT TERMS ACCEPTABLE: _____ **Yes** _____

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: _____

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2009

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 19th day of May, A.D., 2009, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2009 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2009 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 19th day of May, 2009.

FOR () _____
AGAINST () ELIZABETH 'LIZ' SUMTER
ABSTAIN () COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR () _____
AGAINST () DEBBIE GONZALES - INGALSBE
ABSTAIN () COMMISSIONER, PRECINCT 1

FOR () _____
AGAINST () JEFF BARTON
ABSTAIN () COMMISSIONER, PRECINCT 2

FOR () _____
AGAINST () WILL CONLEY
ABSTAIN () COMMISSIONER, PRECINCT 3

FOR () _____
AGAINST () KAREN FORD
ABSTAIN () COMMISSIONER, PRECINCT 4

ATTEST: _____
LINDA C. FRITSCHKE
COUNTY CLERK, HAYS COUNTY, TEXAS

**FUND NO. 01
FUND TITLE: GENERAL**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>ENVIRONMENTAL HEALTH (411):</u>				
01-411-5712 Data Proc Eqpt	21,328	4,200		25,528
01-411-5212 Postage	9,000		(2,200)	6,800
01-411-5443 Consultant	5,000		(2,000)	3,000

Authorize & Transfer for computers purchase.

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 **1:00 p.m.** on **WEDNESDAY.**

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

AGENDA ITEM: Canvass Election Results for Justice of Peace Precinct 3 Local Option Election held May 9, 2009.

Consent, Action, Executive Session, Etc. – Action Item

MEETING DATE REQUESTED: May 19, 2009

REQUESTED BY: Sumter/Cowan

FUNDS REQUIRED: N/A

SUMMARY: certify vote totals and declare official result of proposition to "The legal sale of all alcoholic beverages including mixed beverages."

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

X

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:

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 1:00 p.m. on WEDNESDAY.

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

AGENDA ITEM: Canvass Election Results for Special Election (Incorporation of Jacob's Well) held May 9, 2009.

Consent, Action, Executive Session, Etc. – Action Item

MEETING DATE REQUESTED: May 19, 2009

REQUESTED BY: Sumter/Cowan

FUNDS REQUIRED: N/A

SUMMARY: certify vote totals and declare official result of proposition to vote for or against "The Incorporation of the Village of Jacobs Well as a Type A general-law municipality – commission form of government."

Issue failed

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

X

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Executive session pursuant to Section 551.072 of the Texas Government Code to consider litigation concerning condemnation proceedings for acquiring property for Right of Way at 3070 Dry Hole Dr., Kyle, Texas, part of the Pass Through Agreement between Hays County and TxDOT for the project IH 35 & CR 210. Possible action to follow in open court.

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

PREFERRED MEETING DATE REQUESTED: Tuesday, May 19, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Barton

SPONSORED BY: Barton

SUMMARY: The Court may wish to authorize contract counsel, Duvall Gruning & Dietz, PLLC to file a lawsuit for condemnation if the parties fail to agree on compensation.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding existing or contemplated Employment Claims involving Hays County.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: May 19, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY:

Summary to be provided by Counsel in Executive Session.