

Commissioners Court -October 13, 2009
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13TH day of October, 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

PROCLAMATIONS

1	5-6	Adopt a Proclamation declaring the week of October 17 – 23, 2009 as "Red Ribbon Week" in Hays County. 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	7	Approve payments of county invoices. HERZOG
3	8-13	Approve Commissioner Court Minutes of October 2 ND & 6 TH , 2009. SUMTER/FRITSCH
4	14	Ratify County Judge's authority to execute the contract between the Personal Health Department (PHD) and the Texas Department of State Health Services (DSHS) for funding for Phase 1 and 2 of H1N1 response. The funding amount will be up to \$145,449.00. SUMTER/HARGRAVES
5	15-37	Approve Utility Permits. SUMTER
6	38-39	Accept report from RPTP identifying administrative approvals for OSSFs issued during the month of September, 2009. SUMTER/POPE

ACTION ITEMS

ROADS

7	40	Hold a Public Hearing with possible action to establish traffic regulations (school zone) on Center Point Road. INGALSBE
8	41-43	Call for a public hearing on November 10, 2009 to consider the proposed improvement to Owl Hollow Road. FORD/BORCHERDING

SUBDIVISIONS

9	44-47	09-4-24 Re-subdivision of Lot 6, Legend Oaks, Section 2. Discussion and possible action to consider approval of final plat. FORD/GARZA
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MISCELLANEOUS

10	48	Discussion and possible action to approve the purchase of two traffic count/traffic study devices for the Road & Bridge Dept. from Timemark, Inc. instead of two budgeted radar signs with an amount not to exceed \$1,831.00. INGALSBE/BORCHERDING
11	49-51	Discussion and possible action to approve the agreement between Hays County Personal Health Department (HCPHD) and Central Texas Medical Center (CTMC). SUMTER/HARGRAVES
12	52-53	Discussion and possible action to adopt the FY2010 Holiday Calendar. SUMTER
13	54	Discussion and possible action to authorize Hays County Justice of the Peace courts to use the Texas Online eFiling system through the County's existing contract with BearingPoint. BARTON/SMITH
14	55	Discussion and possible action to select a Design/Build Firm for the construction of the new Hays County Government Center. INGALSBE
15	56-57	Discussion and possible action to authorize up to \$1500.00 to repair the intercom system in the holding cells located in the Justice Center. SUMTER/KNOTT
16	58-59	Discussion and possible action to authorize Civil Division of Hays County District Attorney's Office to file an official response in relation to Request for Attorney General's Opinion #RQ-0822-GA relating to the ability of Type A General Law municipalities to impose and enforce nonpoint source pollution (NPS) ordinances within the ETJ. FORD
17	60	Discussion and possible action to authorize the County Judge to request that Hays County be included within the service area of the Foreign-Trade Zone Number 183. SUMTER
18	61-62	Discussion and possible action to authorize Commissioner Ford and Jerry Borcharding to negotiate a Professional Services Agreement with Freese & Nichols that will address the improvement of a chronic drainage problem on Nutty Brown Road. FORD
19	63	Discussion and possible action to authorize Mark Kennedy to engage outside counsel to assist in completion of real estate transactions in association with the McGregor Road bridge project. FORD/KENNEDY
20	64-65	Discussion and possible action to approve Resolution and authorize the County Judge to submit a grant application to the Capital Area Council of Governments, Regional Solid Waste Grants Program for up to \$30,000 for a Household Hazardous Waste Collection Event in Precinct 4. FORD/PINNIX/HAUFF
21	66-98	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Huitt-Zollars, Inc. for engineering services on the Old Bastrop Highway/CR 266 road bond project. INGALSBE/BORCHERDING
22	99-105	Discussion and possible action to amend the fee schedule for private pay clients of the Hays County Personal Health Department Women's Health clinic. SUMTER/HARGRAVES
23	106	Discussion and possible action regarding roof repair of Hays County Corrections building including but not limited to review of specification for phenolic remediation and roof repair. INGALSBE

WORKSHOP/PRESENTATIONS

24	107	11AM - Presentation of Captain Jack – The Story of John C Hays Documentary by Kate Johnson, Chair, Historical Commission. SUMTER/JOHNSON
25	108	11:30AM - Presentation by the Barton Springs Edwards Aquifer Conservation District on the status of the Barton Springs aquifer. BARTON
26	109	1PM - 2008 Road Bond Workshop with possible action. SUMTER

STANDING AGENDA ITEM

27		Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
28		Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER
29		Discussion and possible action to execute a Resolution declaring a Burn Ban in Hays County effective immediately. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9TH day of October, 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: Adopt a Proclamation declaring the week of October 17 – 23, 2009 as "Red Ribbon Week" in Hays County

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

Drug and alcohol abuse is a serious problem in our communities. Getting the information and resources out to our children at an early age will hopefully assist them in making good choices for their lives.

Sue Cohen, Executive Director of the Hays/Caldwell Council on Alcohol and Drug Abuse will be in court for this item. They sponsor the annual 5K run for this event.



**Proclamation Declaring
Red Ribbon Week in Hays County**

Whereas, we value the health and safety of all our citizens across Hays County, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention programs and activities to eliminate the demand for these substances; and

Whereas, local leaders, in government and in the community, know that the support of the community is the most effective tool they can have in their efforts to reduce the use of alcohol, tobacco, and other drugs; and

Whereas, the Hays Caldwell Council on Alcohol & Drug Abuse will coordinate the local campaign October 17-23, 2009 offering our citizens the opportunity to demonstrate their commitment to healthy drug free lifestyles;

Whereas, Hays County has participated in the annual Red Ribbon Week campaign since 1988. The red ribbon was chosen as a symbol commemorating the work of Enrique Camerana, the Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person can make a difference; and

Whereas, the 2009 theme for Red Ribbon Week is "BELIEVE*ACHIEVE*SUCCEED." Parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, media and the general public will demonstrate their commitment to drug free communities by displaying and wearing Red Ribbons and participating in the week long celebration; and

NOW, THEREFORE, BE IT PROCLAIMED by the Commissioners' Court of Hays County, Texas that October 17-23, 2009 be recognized as:

RED RIBBON WEEK

And do hereby encourage all citizens to wear and display red ribbons and participate in drug free activities throughout the week.

ADOPTED THIS THE 13th DAY OF OCTOBER, 2009

Hays County Judge Liz Sumter

Debbie Gonzales Ingalsbe
Commissioner Pct. 1

Jeff Barton
Commissioner Pct. 2

Will Conley
Commissioner Pct. 3

Karen Ford
Commissioner Pct. 4

ATTEST:

Linda C. Fritsche
Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

Phone (512) 393-2205

AGENDA ITEM: Approve payments of county invoices.

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

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BILL HERZOG

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 OCTOBER 2 & 6, 2009

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

PREFERRED MEETING DATE REQUESTED: OCTOBER 13, 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 2nd DAY OF OCTOBER A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCHKE	COUNTY CLERK

WITH COUNTY JUDGE ELIZABETH "LIZ" SUMTER ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe called the meeting to order.

PRESENTATION BY TOP RANKED DESIGN/BUILD FIRMS FOR THE HAYS COUNTY GOVERNMENT CENTER

Brenda Jenkins (Broadus) introduced team members for Balfour Beatty Construction and HDR. A powerpoint presentation was given. Mark Bradley (Balfour Beatty Construction Officer in Charge) spoke of other projects they have designed in Texas. Jeff Bradley (HDR) spoke of their Texas project experience – 45 years in Texas. Tommy Campbell (Design/Build Director) spoke of the Ellis County project. Curt Parde (AIA, LEED, Principal in Charge) spoke. Rob West (AIA, Project Designer/Master Planner) spoke of government complex site design and he provided drawings and a model of the proposed center. Curt Parde spoke of sustainability (site design, water efficiency and energy efficiency). Tommy Campbell spoke of cost certainty – their estimate is based on this design and validated with current pricing. They are transparent with an open book approach with input from the county – proposing a November 2011 move in. Tommy Campbell spoke of meet & greets to make sure local contractors, etc. know what is going on and have subcontracting opportunities. Doug Jones (Division President) and Heidi Higgason (Vice President & Managing Principal) thanked the court for the opportunity to make this presentation.

John Marshal (VP for S&P) introduced team members for Satterfield & Pontikes Construction Inc. and HOK. John Marshal spoke of their experience in building courthouses. Spoke of 20 years Texas design builder, top 10 green builder in Texas, numerous county justice projects, safe builder, industry leader in building information modeling delivery [BIM], and collaborative practical project delivery [PPD] process. Bill Prindle (HOK) spoke of HOK being the largest architectural/engineering firm in the US, #1 green design firm, Texas regional justice center, consistent recognition for design excellence, unmatched experience in this exact type of project, leader in new technology implementation, designed more county courthouses than others combined. Linda Bernauer and Steven Janeway spoke of design methods. Duncan Broyd spoke of his work on courthouses. He spoke of courthouse mock-ups. Steven Janeway spoke of vision session exercises. S&P will get local people (subcontractors) involved in the construction of the project as well as input regarding design from county officials and staff that will occupy the building. Charlie Fote spoke of estimating and cost control. He spoke of Texas A & M Health Science Center project. Tom Rodriguez spoke of quality control and commissioning. Amy King (Service Manager) spoke of warranty and service support. Pete Holland spoke of pricing [total anticipated cost is \$59,333,526 + contingency of 5% = \$3,122,817 with total maximum budget is \$62,456,343]. They were recently selected to design the local Armed Forces Reserve Center. Proposes occupancy of the building by December 2011. Brenda Jenkins spoke of looking at the critical criteria in the RFP and the pricing. Broadus will be following up by contacting the three firms to make sure that pricing provided is comparable with each other.

Skanska, Kirksey, Gruzen Samton Architects Scott Cannon, Skanska Sr. VP, and Scott Wilkinson (Kirksey) introduced their Team. Scott Cannon spoke of understanding your goals (cost effective solution, flexible and expandable facility and reflect Hays County history and future). Randall Walker spoke of their expertise, program analysis (30% courtroom sets & 70% offices), design goals. William Singer spoke of courtroom identity, courtroom design issues, courtroom building blocks, courtroom planning, technology, and the collaborative process (includes courtroom mock-up). He spoke of rethinking the public experience. Randall Walker spoke of workplace culture, diversity in the workplace, technology dynamic, privacy and collaboration, capital expenditures, and employee satisfaction. Bob Inaba spoke of two concepts (Concept A is a campus design with courtyards and Concept B is a singular building). Julie Hendricks spoke of sustainable design. Green strategies: natural daylight and healthy indoor air quality - daylight and energy modeling is used. Dennis Young spoke of preconstruction (cost certainty and communication). Concept A = \$59,323,740 Concept B = \$58,748,590 (includes 10% contingency). There is a \$4 million variance in skin components. They maximize local and HUB subcontractors participation. Scott Cannon spoke of a proposed completion dated of November 18, 2011. Mark Hibner spoke of his experience in building justice facilities and he spoke of quality control and execution. Ted Oberg spoke of quality during construction process (field mobility tablets, creation of mock-ups, and daily progress inspections). Scott Cannon stated that they are trustworthy and transparent.

**OCTOBER 2, 2009**

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Commissioner Ingalsbe spoke of better pricing at this point. Committee needs to get back together and come back with a recommendation on October 13th. She asked for input from the other Commissioners regarding these firms. Commissioner Conley spoke of research he has done regarding these firms – he prefers going with a Texas firm. Commissioner Ford spoke of having toured the Bell County facility and was impressed with that facility. Commissioner Barton spoke of pros & cons of Balfour Beatty/HDR, Satterfield & Pontikes/HOK, and Skanska/Kirksey.

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 OCTOBER 2, 2009.



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



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 6TH DAY OF OCTOBER A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

WITH COMMISSIONER PCT. 1 DEBBIE GONZALES INGALSBE ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton led the court in a moment of recognition and reflection and Commissioner Conley led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

**26521 ADOPT A PROCLAMATION SUPPORTING MENTAL ILLNESS AWARENESS WEEK
OCTOBER 4TH THROUGH THE 10TH [T1-367]**

Ed Kooney and Martie Harvey spoke in support of Scheib Mental Health Center and thanked Hays County and City of San Marcos for their support of the programs. A motion was made by Commissioner Ford, seconded by Commissioner Conley to adopt a Proclamation Supporting Mental Illness Awareness Week October 4th – 10th. All present voting "Aye". MOTION PASSED

PRESENTATION ON THE FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC [T1-30]

Amy Madison, Executive Director of the San Marcos Economic Development-San Marcos Area Chamber of Commerce, appeared before the court. Nesia Warner, Manager-Customs and International Trade (Ernst & Young) gave a powerpoint presentation regarding foreign trade zones. The Foreign Trade Zone of Central Texas Inc. is a non-profit corporation established by the cities and chambers of commerce in Georgetown, Round Rock, Austin, and San Marcos to administer the foreign trade zone serving the central Texas area. They are inviting Hays County to participate in a new initiative just announced by the U. S. Dept. of Commerce which will make foreign trade zone designation easier and faster. Williamson County and Caldwell County have already agreed to participate. Amy Madison advised that she is a member of the board and seats will be added to that board in the future. There is a tax exemption on inventory in a foreign trade zone which has been imported or will be exported.

26522 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ford, seconded by Judge Sumter to approve payments of county invoices in the amount of \$870,070.06 as submitted by the County Auditor. Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

26523 APPROVE COMMISSIONER COURT MINUTES OF SEPTEMBER 29, 2009

A motion was made by Commissioner Ford, seconded by Judge Sumter to approve Commissioner Court Minutes of September 29, 2009 as presented by the County Clerk. Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

26524 APPROVE UTILITY PERMITS

A motion was made by Commissioner Ford, seconded by Judge Sumter to approve utility permit #02032 issued to LCRA on North Canyonwood Drive; permit #02033 issued to LCRA on Longwood Lane; permit #02034 issued to PEC on Opal Lane as submitted by the County Road Department. Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED



OCTOBER 6, 2009

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- 26525 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT ONE (1) TO THE GRANT CONTRACT WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR THE KARST INVERTEBRATE DISTRIBUTION AND CAVE DEVELOPMENT STUDY, EXTENDING THE CONTRACT TERMINATION DATE TO AUGUST 31, 2010**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute Amendment One (1) to the Grant Contract with the Texas Parks and Wildlife Department for the Karst Invertebrate Distribution and Cave Development Study, extending the Contract Termination Date to August 31, 2010. Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

- 26526 PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS AT ALL SCHOOL ZONE LOCATIONS ON COUNTY MAINTAINED ROADS [T1-488]**

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Jerry Borcharding, RPTP Director, gave staff recommendation for approval. Hays County Road school zone locations: Pct. 1 – Dacy Lane @ Science Hall Elementary, Pct. 2 – BeBee Road @ Science Hall Elementary, Pct. 2 – Old Goforth Road @ Tom Green Elementary, Pct. 2 – Rohde Road @ Camino Real Elementary, Pct. 2 – Dacy Lane @ Chapa Middle School, Pct. 3 – Green Acres Drive @ Scudder Elementary, and Pct. 4 – Belterra Drive @ Rooster Springs Elementary. A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulations at all school zone locations on County Maintained Roads (Prohibit Cell Phone Use). All present voting "Aye". MOTION PASSED

- 26527 FALCONWOOD SUBDIVISION, VACATE AND REPLAT OF LOTS 86 AND 87 [09-3-30 - 1 LOT] WAIVE PRELIMINARY PLAN AND PUBLIC HEARING & APPROVE FINAL PLAT [T1-600]**

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. A motion was made by Commissioner Conley, seconded by Judge Sumter to waive preliminary plan and public hearing and approve final plat on Replat of Lots 86 & 87 in the Falconwood Subdivision. All present voting "Aye". MOTION PASSED

- 26528 PINNACLE RIDGE ESTATES, REPLAT OF LOT 6 & 7 [09-3-29 - 1 LOT] WAIVE PRELIMINARY PLAN AND PUBLIC HEARING & APPROVE FINAL PLAT [T1-627]**

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. A motion was made by Commissioner Conley, seconded by Commissioner Ford to waive preliminary plan and public hearing and approve final plat on Replat of Lots 6 & 7 Pinnacle Ridge Estates. All present voting "Aye". MOTION PASSED

- 26529 AUTHORIZE THE COUNTY JUDGE TO ENTER INTO CONTRACT TO LEASE FACILITY FOR ANNUAL OPEN ENROLLMENT MEETINGS FOR HAYS COUNTY EMPLOYEES [T1-649]**

Human Resources Director Dee Dee Baen spoke of need to rent Wimberley Community Center and Dunbar Center for annual open enrollment meetings for county employees. Commissioner Ford suggested using the Dripping Springs Precinct offices for this meeting. Court agreed to use the Dripping Springs Building instead of the Wimberley Community Center. A motion was made by Judge Sumter, seconded by Commissioner Ford to authorize the County Judge to enter in Contract to Lease facility for Annual Open Enrollment meetings for Hays County Employees. All present voting "Aye". MOTION PASSED

- 26530 AUTHORIZE THE COUNTY JUDGE TO EXECUTE RESOLUTION AND SUBMIT A GRANT APPLICATION TO THE TEXAS TASK FORCE ON INDIGENT DEFENSE FOR \$67,100 [T1-710]**

Grants Administrator Jeff Hauff explained the grant. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute Resolution and submit a Grant Application to the Texas Task Force on Indigent Defense for \$67,100. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #12 RE: AUTHORIZE THE COUNTY JUDGE TO EXECUTE A UTILITY COORDINATION SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC was Pulled.

**26531 ACTION REGARDING THE RECYCLING OF COMPUTER EQUIPMENT [T1-730]**

IT Director Jeff Magill spoke of disposing of old inventory. A motion was made by Commissioner Barton, seconded by Commissioner Ford based on staff recommendation we certify the list provided of equipment as valueless to county and authorize the distribution to Goodwill Industries with a letter to follow that they are recycling in compliance with state law. All voting "Aye". **MOTION PASSED**

Clerk's Note: Agenda Item #14 RE: DISCUSSION AND POSSIBLE ACTION REGARDING ROOF REPAIR OF HAYS COUNTY CORRECTIONS BUILDING INCLUDING BUT NOT LIMITED TO REVIEW OF SPECIFICATION FOR PHENOLIC REMEDIATION AND ROOF REPAIR was PULLED.

Clerk's Note: Agenda Item #15 RE: WORKSHOP ON THE NEW HAYS COUNTY WEB SITE THAT IS IN DEVELOPMENT was PULLED.

Clerk's Note: Agenda Item #16 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS. POSSIBLE ACTION MAY FOLLOW was PULLED.

Clerk's Note: Agenda Item #17 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR. POSSIBLE ACTION MAY FOLLOW was PULLED

Clerk's Note: Agenda Item #18 RE: DISCUSSION AND POSSIBLE ACTION TO EXECUTE A RESOLUTION DECLARING A BURN BAN IN HAYS COUNTY EFFECTIVE IMMEDIATELY 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 OCTOBER 6, 2009.



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



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Ratify County Judge's Authority to execute the contract between the Personal Health Department (PHD) and the Texas Department of State Health Services (DSHS) for funding for Phase 1 and 2 of H1N1 response. The funding amount will be up to \$145,449.00.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

This is a contract between the PHD and DSHS to provide funding for the planning and preparation phase of H1N1 Public Health Emergency Response in the amount of \$145,449.00. This contract ends on July 31, 2010. The application was approved by the court on September 15, 2009 and the contract was discussed and signed at that time.

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Approve Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
# 02035	Turnerville Rd	Elect
# 02036	Oak Wood Loop	Elect
# 02037	Sawyer Ranch Rd	Elect
# 02038	Dardin Hill Rd	Elect
# 02039	Sunny Ridge	T.V Cable

PERMIT NO. : 02035 APPLICATION DATE :6/25/2009 APPROVED DATE : 10/13/2009

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

City: KYLE Department: DISTRICT

ROAD NO. : ROAD NAME : Turnerville Road NAME George Esqueda

SUBDIVISION :N/A SEGMENT : 2

TYPE LINE : Power line and Power poles

DESCRIPTION : Power line and power poles to be placed in
right-of-way of Turnersville Road . . .

SPECIAL PROVISIONS : Poles to min of 10' from edge of roadway

Clear

02035

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

Date: 06/25/2009

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 Turnersville Road
as follows: (give location, length, general design, etc.)
See attached plans

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 20 day of July, 2009.

General Special Provisions:

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

Firm Pedernales Electric Cooperative Inc.

Title District Engineering Supervisor

By (Print) George Esqueda

Address P.O. Box 100

Signature George Esqueda

Kyle TX 78640-0100

Phone (512) 262-2161 Ext

08/04

PECFRM0087

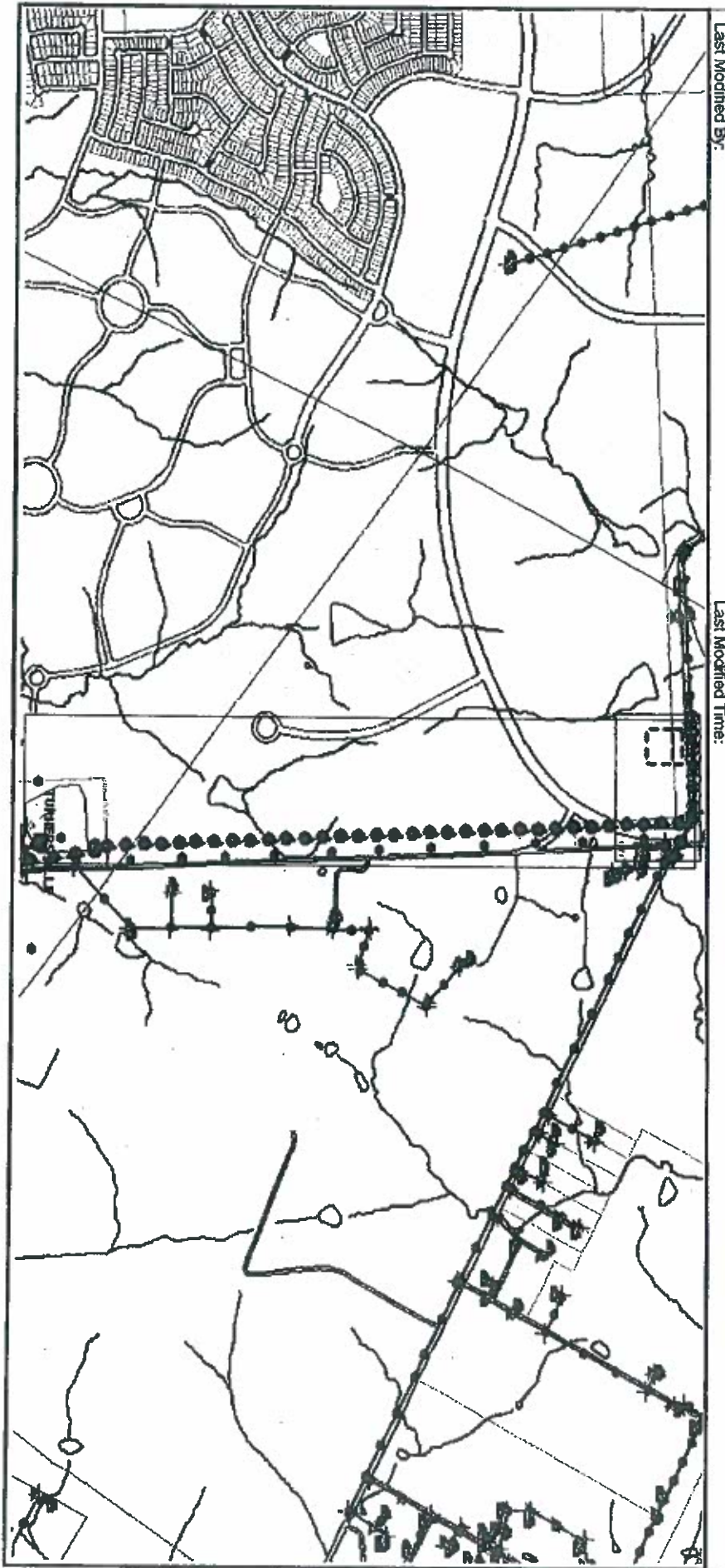


WO: 51556
JOB: BD_1_TV FEEDER_NORTH

CONSTRUCTION PACKET - MAP SKETCH

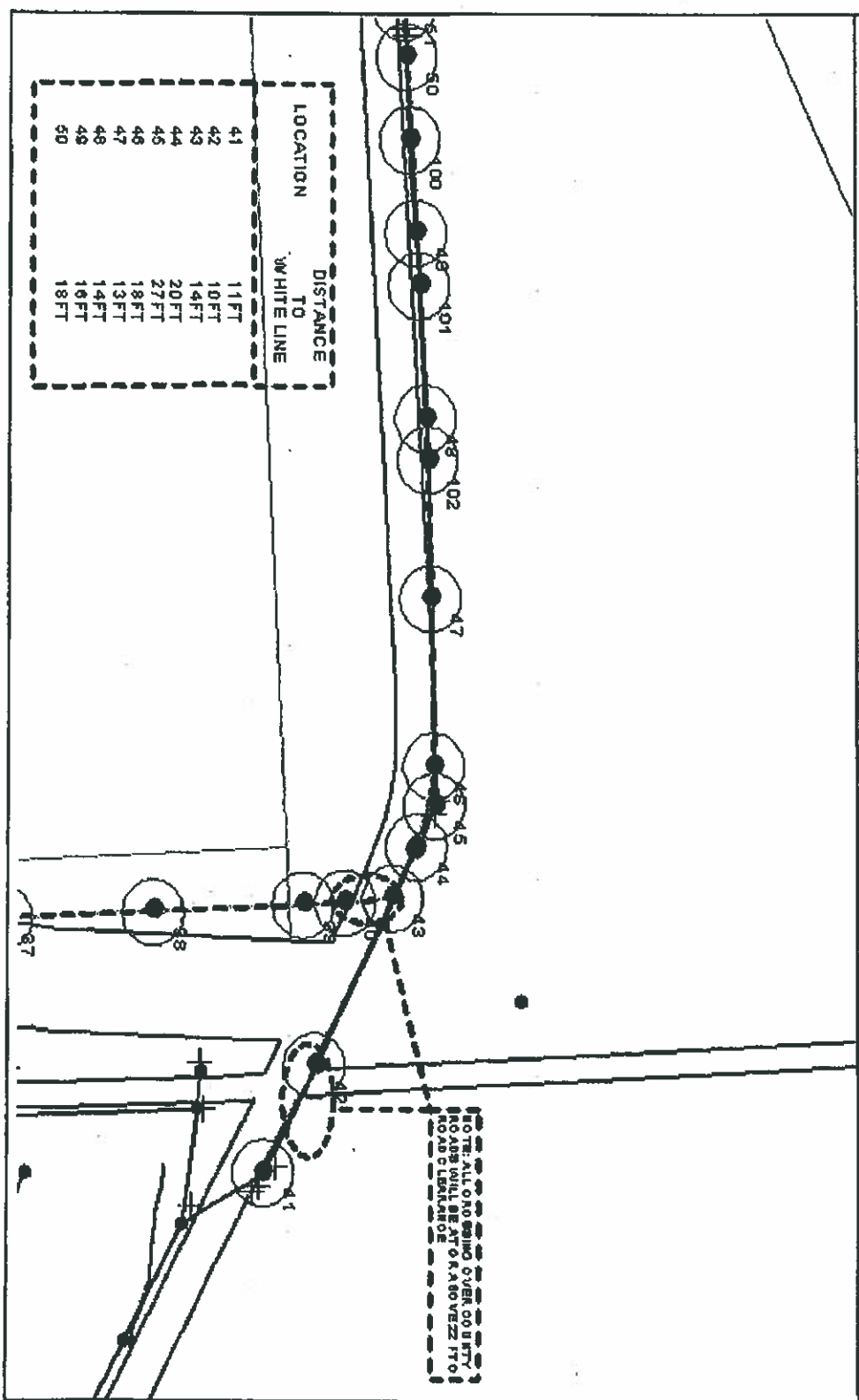
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Last Modified Time:

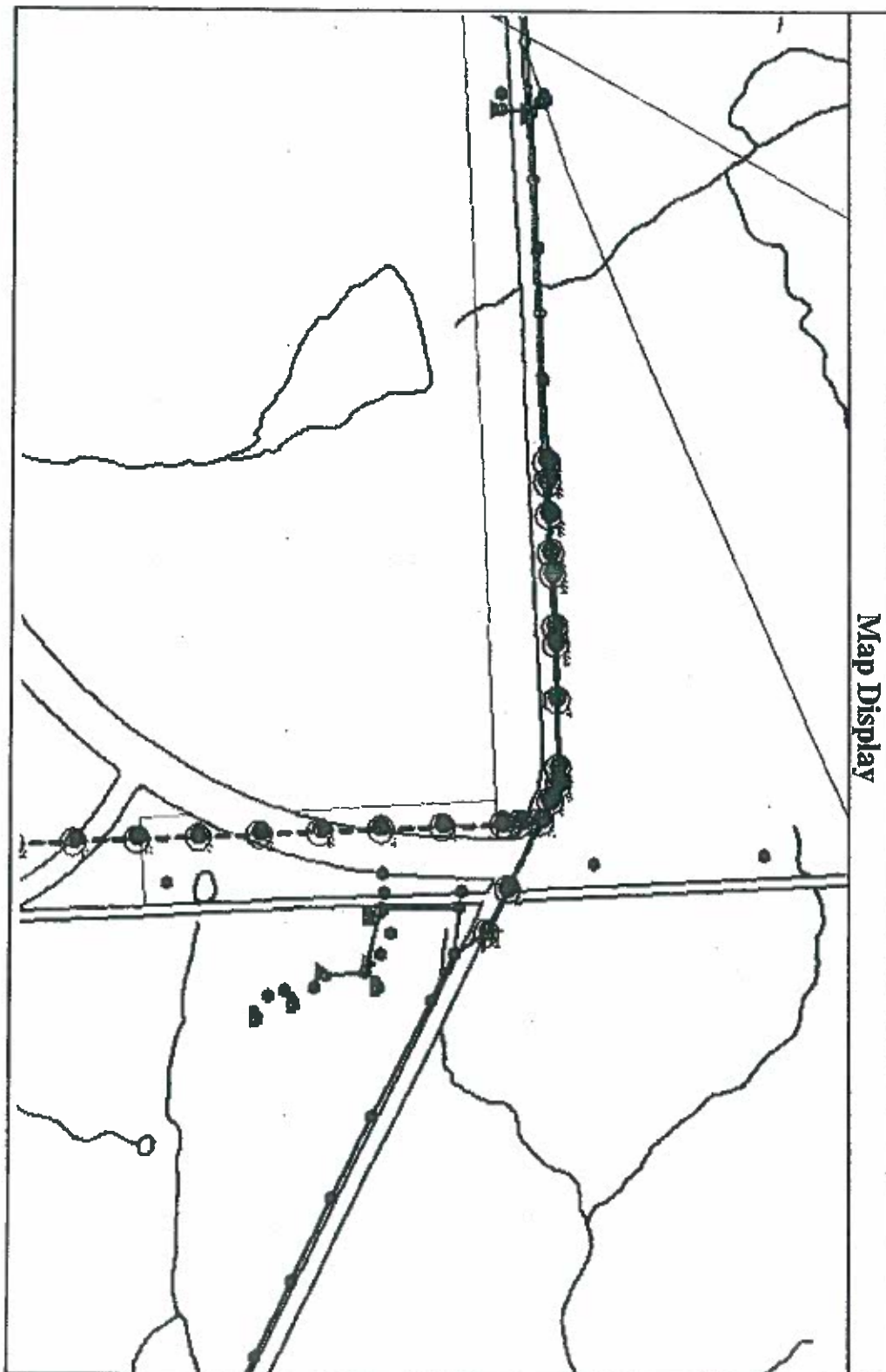




Map Display



Map Display



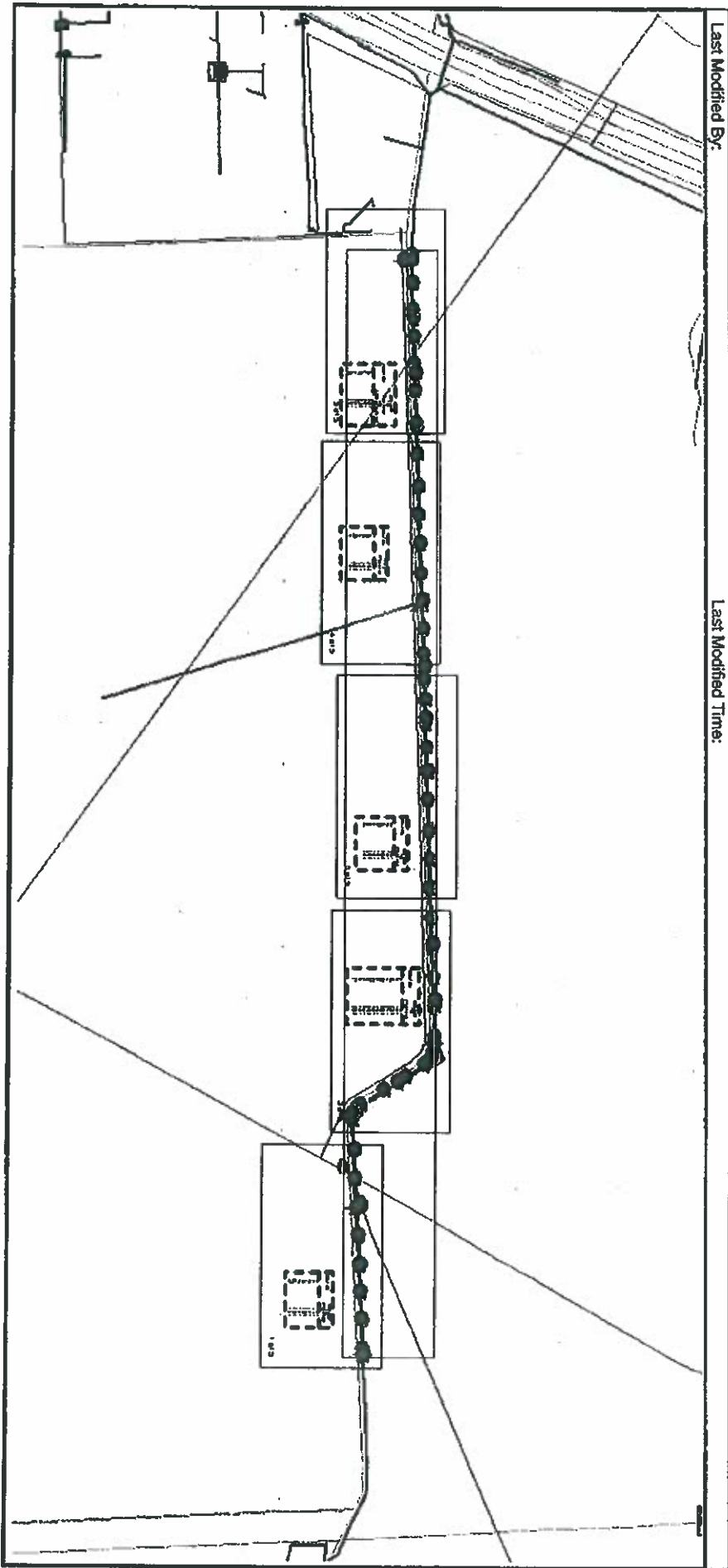


WO: S2110
JOB: BD_L_TV FEEDER NORTH II

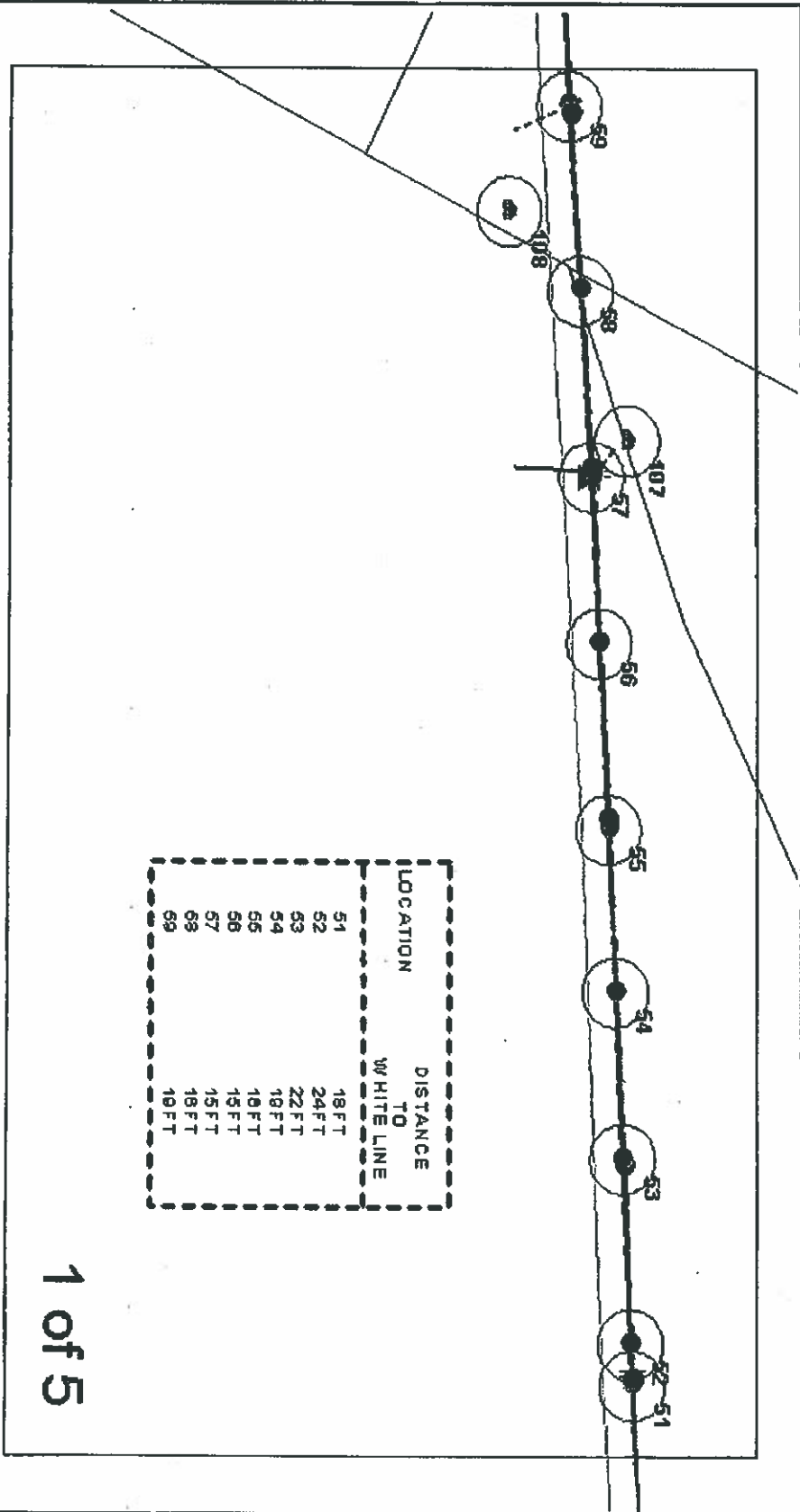
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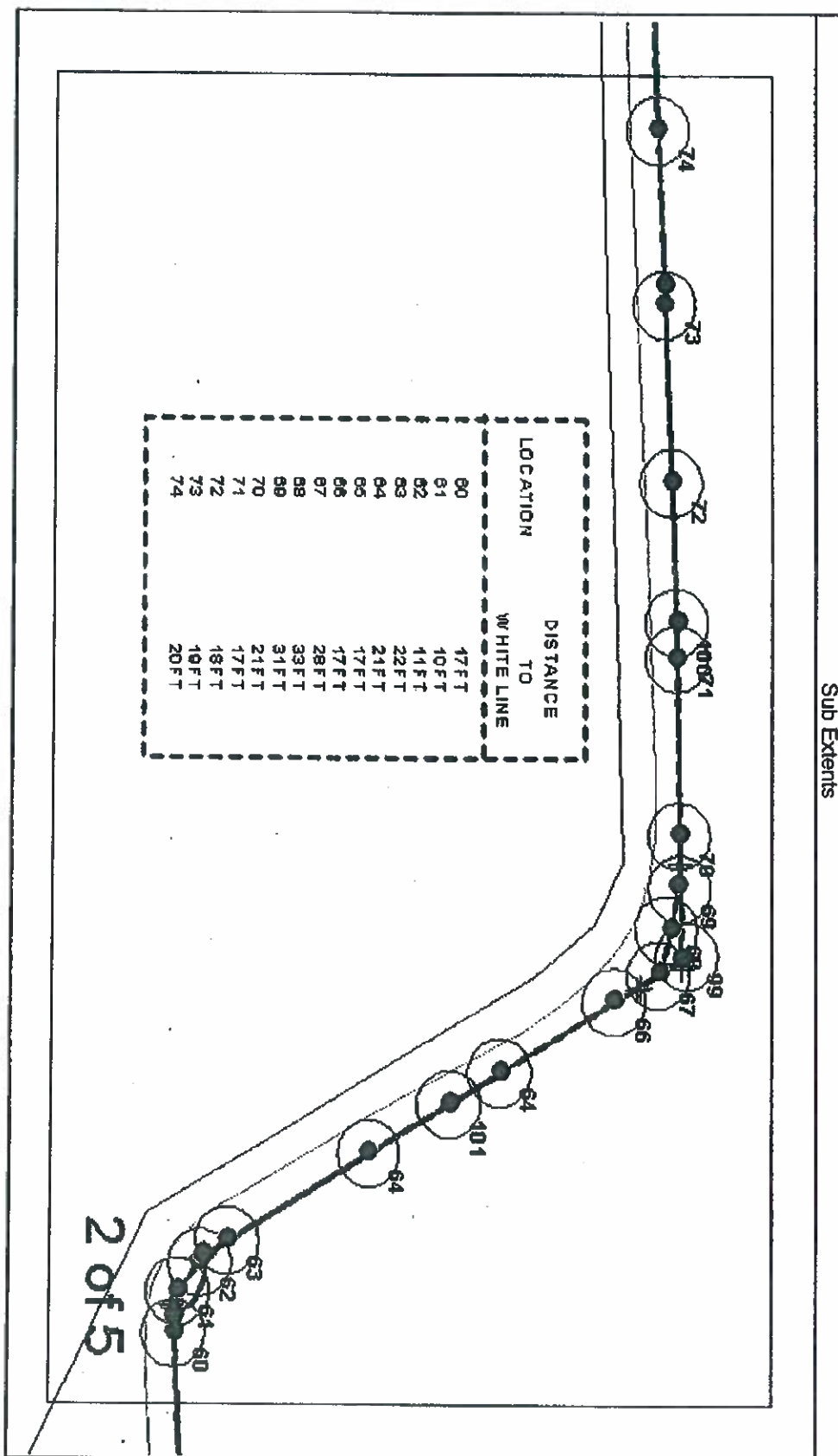
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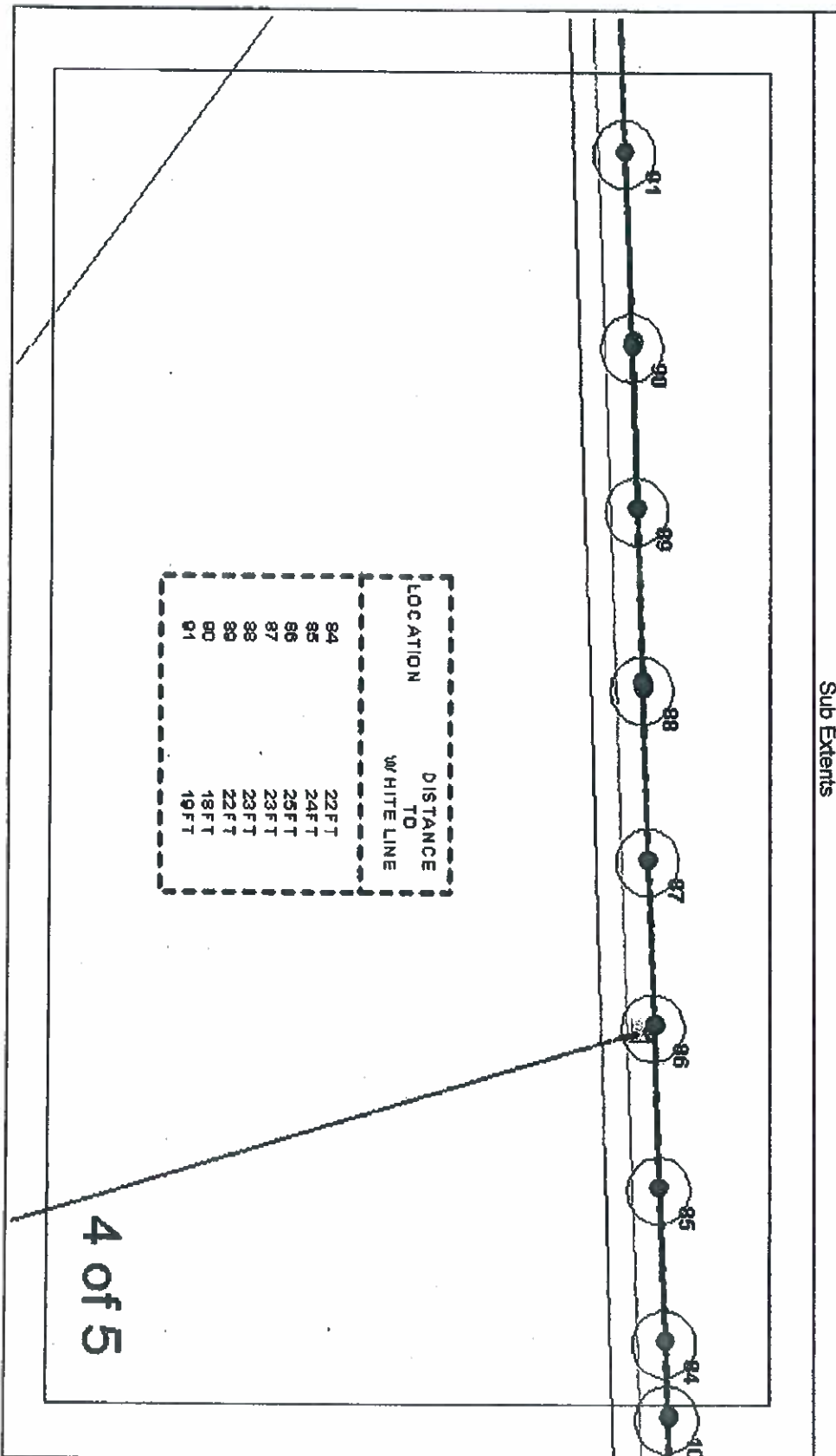
Sub Extents



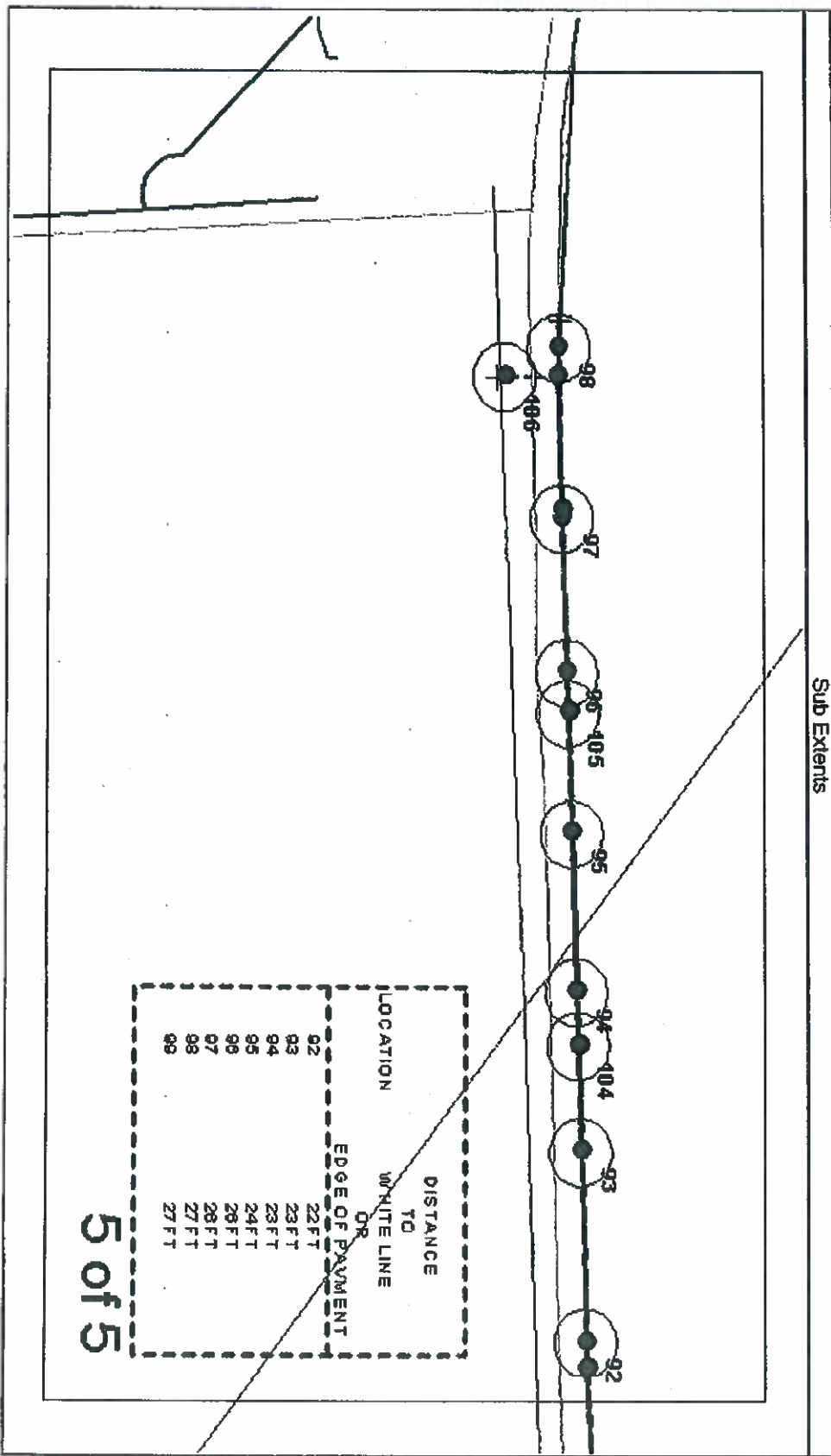
Sub Extents



Sub Extents



Sub Extents



5 of 5

PERMIT NO. : 02036 APPLICATION DATE :9/15/2009 APPROVED DATE : 10/13/2009

CO. CODE : PECJ Company Name: PEDERNALES Type of Utility: ELECTRIC

City: JOHNSON CITY Department:

ROAD NO. : N/A ROAD NAME : Oak Wood Loop NAME Lee Roy Thorp

SUBDIVISION : SEGMENT : 3

TYPE LINE : Power line and Power Poles

DESCRIPTION : Power line and Power Poles to be placed in
right-of-way of Oak Wood Loop . . .

SPECIAL PROVISIONS : Poles to be place min 10' from edge of
roadway



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

02034

Application for Installation

Utility Line on Hays County Right of Way

Date: September 15, 2009

Formal notice is hereby given that Pedernales Electric Cooperative, Inc.
Company proposes to place a Single Phase Overhead
line within the right-of-way of Oakwood Loop
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 insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

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

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

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

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

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements 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 15 day of SEPTEMBER, 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.

By (Print) LEE ROY THORP
Signature [Signature]

Title Line Staking Supervisor

Address P. O. Box 2226

Canyon Lake, Texas 78133

Phone (830) 964-3346

Approved by Hays County Road & Bridge Department

Signature

Title

Date

9/22/09

June 26, 2004

PERMIT NO. : 02037 APPLICATION DATE :9/29/2009 APPROVED DATE : 10/13/2009

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

City: AUSTIN Department: REAL ESTATE

ROAD NO. : ROAD NAME : Sawyer Ranch Road NAME Kevin Reed

SUBDIVISION :Meadow Creek SEGMENT : 4

TYPE LINE : water line

DESCRIPTION : Install water service in right-of-way of
Sawyer Ranch Road (Service for 4505
Meadow Creek Drive) . . .

SPECIAL PROVISIONS : Traffic control; 2' inside for right-of-way ; min
36" in depth

02037



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: 9-29-09

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 4505 Meadow Creek Drive (Sawyer Ranch Road)
as follows: (give location, length, general design, etc.)

tap main on Sawyer Ranch Road and set meter box on side of property

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 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 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 2 day of October, 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) Karin Reed

Signature Karin Reed

Title Area Supervisor

Address 12215 FM 2044

Austin TX 78738

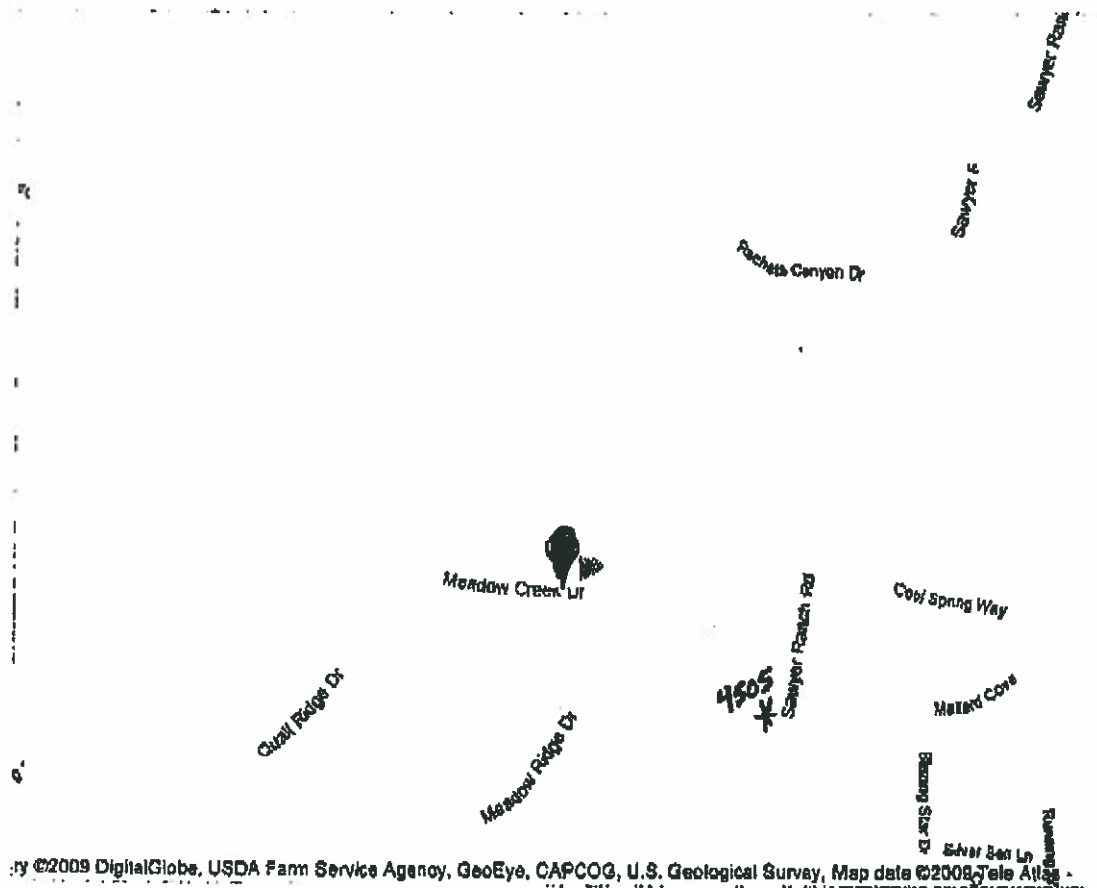
Phone 512-397-6768

Approved by Hays County Road & Bridge Department		
	Inspector	9/30/09
Signature	Title	Date

Meadow Creek Dr, Dripping Springs, Hays, Texas 78620 - Google Maps

Page 1 of 1

Google maps Address



© 2009 DigitalGlobe, USDA Farm Service Agency, GeoEye, CAPCOG, U.S. Geological Survey, Map data © 2008 Tele Atlas

1600 darde... | Sawyer Ran... | meadow cre...

PERMIT NO. : 02038 APPLICATION DATE :9/29/2009 APPROVED DATE : 10/13/2009

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

City: AUSTIN Department: REAL ESTATE

ROAD NO. : ROAD NAME : Dardin Hill Road NAME Kevin Reed

SUBDIVISION :N/A SEGMENT : 4

TYPE LINE : Water line

DESCRIPTION : Install water meter and service in right of
Dardin Hill Road . . .

SPECIAL PROVISIONS : Traffic control; 2' inside for right-of-way ; min
36" in depth

02038



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: 9-29-09

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 1000 Darden Hill Road
as follows: (give location, length, general design, etc.)

tap main in front of property + set meter box

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 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 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 2 day of October, 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 [Signature]

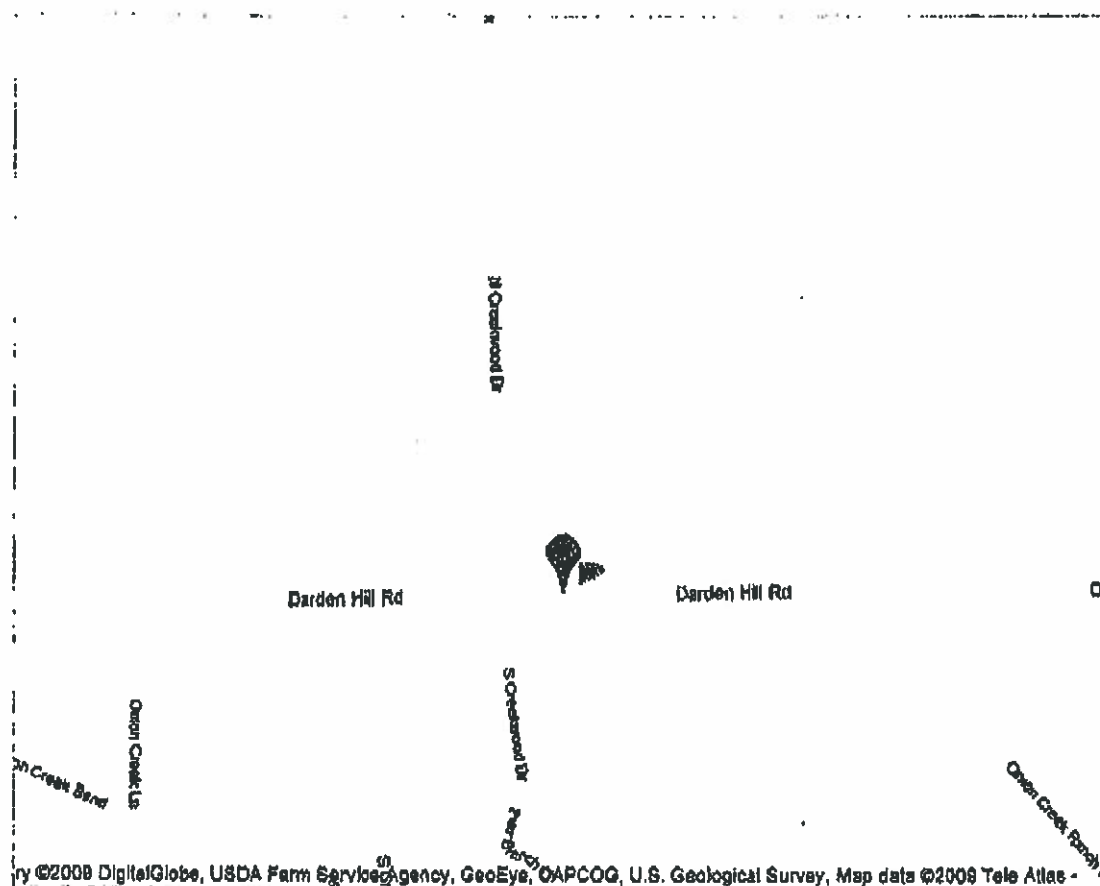
Title Area Supervisor
Address 12015 FM 2044
Austin TX 78738
Phone 512-397-6748

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	Inspector	9/30/09
Signature	Title	Date

1600 darden hill road, hays county, tx - Google Maps

Page 1 of 1

Google maps Address



Sawyer Ranch Rd ... | meadow creek drl...

PERMIT NO. : 02039 APPLICATION DATE :10/7/2009 APPROVED DATE : 10/13/2009

CO. CODE : WARNE Company Name: TIME WARNER CABLE Type of Utility: TEVEVISION

City: AUSTIN Department: CONSTRUCTION

ROAD NO. : N/A ROAD NAME : Sunny Ridge NAME John Vallejo

SUBDIVISION :Sunny Ridge SEGMENT : 2

TYPE LINE : T.V. Cable

DESCRIPTION : Pole to be placed in right-of-way of Sunny
Ridge Road just off High Road for T.V. cable
service . . .

SPECIAL PROVISIONS : Pole to be 10' from edge of roadway; traffic
control required

02039



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: 10/5/09

Formal notice is hereby given that TIME WARNER CABLE
Company proposes to place a Pole In the Right of Way
line within the right-of way of High Rd And Sunny Ridge
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 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 12 day of October, 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 TIME WARNER CABLE

Title Field Engineer

By (Print) John Vallejo

Address 730 W. STASSNEY LN STE #100

Signature John Vallejo

Austin Tx 78745

Phone 512-748-6916

Approved by Hays County Road & Bridge Department

Signature

Title

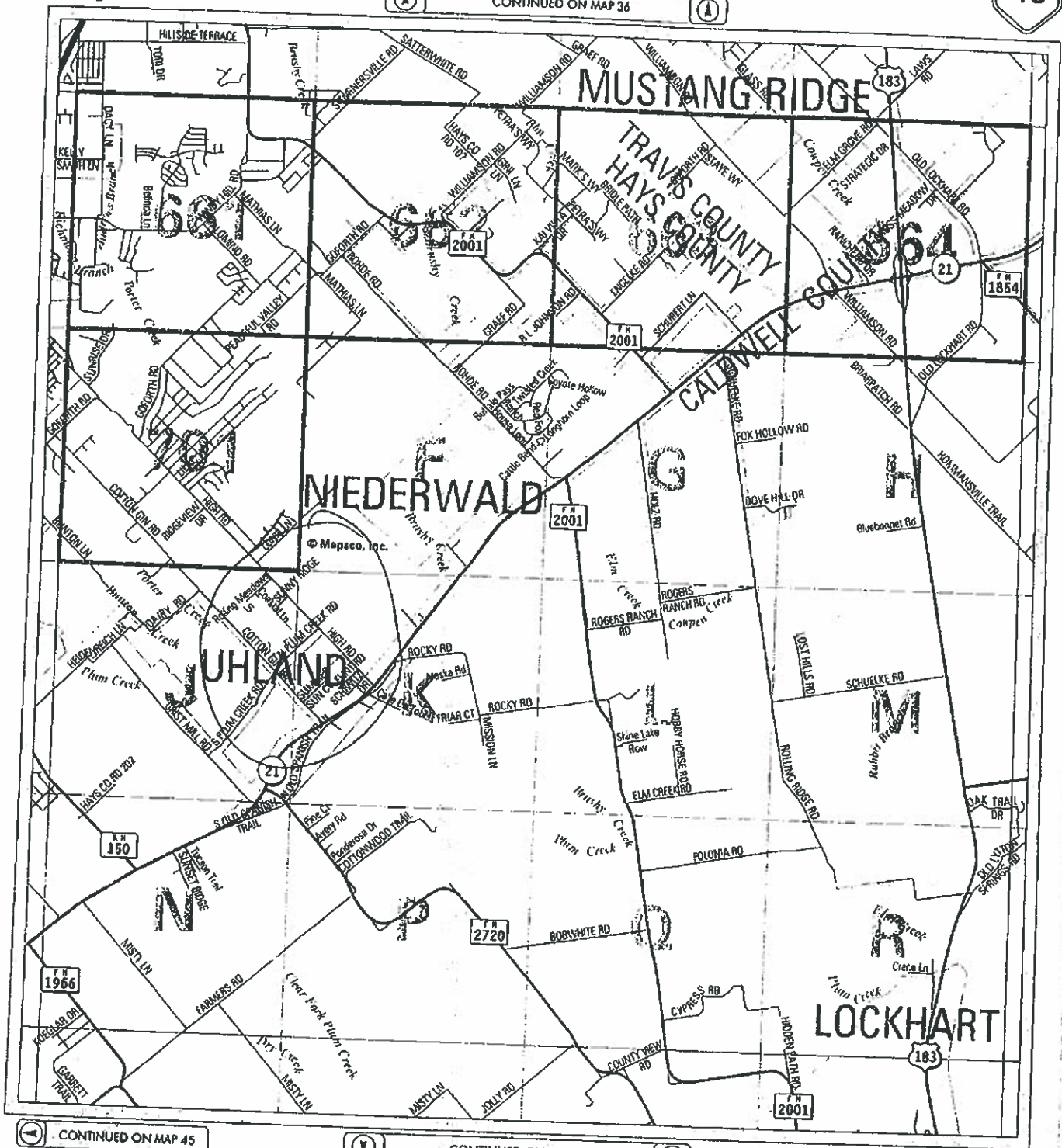
Inspector
10/7/09
Date

June 26, 2004



CONTINUED ON MAP 36

46



CONTINUED ON MAP 45

CONTINUED ON MAP 56

CONTINUED ON MAP 47



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BOOK PAGE 1019



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:

Report to Commissioners Court identifying administrative approvals issued during the month of September, 2009.

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

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Tom Pope, R.S., Resource Protection, Transportation & Planning.

SPONSORED BY: Judge Elizabeth Sumter

Summary:

In conformance with Hays County's Development Regulations this report identifies all administrative approvals issued by the department during the month of September, 2009.

Note: The acronyms on the report have the following meanings:

LI= License Issued (Notice of Approval issued for an on-site sewage facility).

N/E: N= New Construction E= Existing

PB/PV: PB= Public Water Supply PV=Private Water Supply.

FPI/O: FPI= In floodplain O= Out of floodplain.

RCHI/O: I=In Edwards Aquifer Recharge Zone (EARZ) O=Out of EARZ.

Type of Development: CO=Commercial SF=Single Family

HAYS COUNTY DEVELOPMENT PERMIT SEPT 2009 -

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FP/O	RCH/O	SYSTEM	TYPE DEV	PCT.#
	2008-615	JASON MOMIN-NABI,LLC	09/01/09	GEORGIA LEA LOT 3B BLK A	N	PB	O	O	LPD	CO	2
	2009-342	WALLACE KEE	09/02/09	SADDLERIDGE LOT 45 SEC 1	N	PV	O	O	SPRAY	SF	3
	2009-322	MICHAEL OLDMIXON	09/02/09	SKYLINE RANCH ESTATES LOT 40B	N	PB	O	O	SPRAY	SF	3
	2009-330	IAN WHITEHEAD	09/02/09	FALCONWOOD LOT 130	N	PV	O	O	SPRAY	SF	3
	2009-362	BILLY SHELTON	09/02/09	DEERFIELD ESTATES LOT 46 SEC 2	N	PV	O	O	STANDARD	SF	4
39	2009-337	RICHARD WRIGHT	09/03/09	ELLIOTT RANCH LOT 13 BLK B PH-4	N	PB	O	O	SPRAY	SF	2
	2009-367	FRANCIS RICHARDS	09/04/09	BLANCO RIVER ESTATES LOT 51A	N	PV	O	O	SPRAY	SF	3
	2009-153	LARRY MEEKS	09/04/09	PARADISE HILLS LOT 19 & 20	N	PB	O	O	SPRAY	SF	3
	2009-331	T.C. KOLKHORST	09/08/09	RIVER MOUNTAIN RANCH LOT 416 SEC 4	N	PV	O	O	SPRAY	SF	4
	2009-358	DB BANDERA RANCH LP	09/08/09	8201 W RR 150	N	PV	O	O	LPD	GARAGE	2
	2009-355	STUDIO ESTATES LLC	09/08/09	310 MARTIN CHURCH ROAD	N	PB	O	O	SPRAY	SF	4
	2009-356	STUDIO ESTATES LLC	09/08/09	310 MARTIN CHURCH ROAD	N	PB	O	O	SPRAY	SF	4
	2009-305	DANNY LESTER	09/14/09	RIM ROCK LOT 31 BLK A PH 2 SEC 2	N	PB	O	O	SPRAY	SF	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: Hold a Public Hearing with possible action to establish traffic regulations (school zone) on Center Point Road.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

The Master's School has recently relocated its school off Center Point Road and would like the county to establish a school zone in that 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: Call for a public hearing on November 10, 2009 to consider the proposed improvement to Owl Hollow Road.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford/Borcherding

SPONSORED BY: Ford

SUMMARY: See item from August 11, 2009 court agenda and Public Notice attached. Note the payback period is proposed to be 7 years at an approximate cost to each of the 52 lots within the subdivision section at \$150/year added to the annual property tax statement.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to agree to accept Owl Hollow Road and East Owl Hollow Road into the County maintenance system pending a successful election by residents to pay for material costs.

TYPE OF AGENDA ITEM	ACTION
---------------------	--------

PREFERRED MEETING DATE REQUESTED: August 11, 2009
--

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:
--

REQUESTED BY:

SPONSORED BY: Ford

<p>SUMMARY: On July 14, 2009 no action was taken on an item regarding the acceptance of Owl Hollow in to the County maintenance system pending further discussions with the Owl Hollow HOA regarding some financial participation. After talking with leaders of the HOA, we propose a neighborhood election allowing property owners to vote on (1) acceptance and equal distribution of the cost of materials (\$54,650), (2) county-provided upgrades to country lane standard, and (3) Owl Hollow becoming a county-maintained roadway. The residents will elect to pay back the cost of repairs over a period of three to five years. The statutorily authorized process of compiling a proposal and ballot language to present to residents for a formal vote is being developed. Today's discussion informs the Court of this proposal and a positive action today will assure the residents that if the proper procedure is followed, Owl Hollow Road and East Owl Hollow will become a County maintained road. HOA.</p>

PUBLIC NOTICE

The Hays County Commissioners Court, at its regular, open meeting on November 10, 2009, in the Commissioners Courtroom at 111 E. San Antonio St., 3rd floor, San Marcos, Texas 78666, will hold a public hearing to consider: 1) the proposed improvement to Owl Hollow Road within the Rocky Ranch I Subdivision in Hays County to cause the roadway to comply with Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, *pro rata*, against the record owners of the real property of the Rocky Ranch I Subdivision.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

09-4-24 Re-subdivision of Lot 6, Legend Oaks, Section 2. Hold public hearing; discussion and possible action to consider approval of final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

The Legend Oaks Subdivision is located off of 3237 in Precinct 4. At the time of platting, the subdivision consisted of 7 lots. The proposed replat is of Lot 6 (15.09 acres) and will result in 3 new lots - Lot 6A (4.90 acres), Lot 6B (5.00 acres), and Lot 6C (5.19 acres). Water service to each lot will be provided by private well, and wastewater will be provided by individual on-site sewage facilities. There are no variances, and the entire subdivision is not located in any ETJ. The proposed action is an increase in density of an already recorded subdivision; therefore, a public hearing is required under State regulations. Preliminary Plan was approved on 9-1-09. The public hearing was held on 9-29-09, at that time no further action was taken. Two property owners in the division wrote letters to protest the division because at the time of original division, the developer platted large lots to qualify for a road construction incentive. At that time, all divisions of property with greater than 15 acre average lot size required no minimum construction standards for streets. Current Hays County regulations only require access via a "permitted" street and this privately maintained roadway was publicly dedicated at the time of platting. The current owner of Lot 6 has agreed to plat restrict all resulting lots to no further division and has also added a plat note requiring that all owners of any portion of lot 6 contribute to the continuing maintenance of Nameless Road.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That I, Tina H. Seaman, owner of 15.093 acres of land, more or less, also known as Lot 6, LEGEND OAKS, SECTION 2, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 5, Page 399, Plat Records of Hays County, Texas, out of the JESUSA PEREZ LEAGUE, A-363 Hays County, Texas, as conveyed to me by deed dated October 23, 1998, and recorded in Volume 1265, Page 120, Hays County Official Public Records, DO HEREBY subdivide said 15.093 acres of land, to be known as the RESUBDIVISION OF LOT 6, LEGEND OAKS, SECTION 2, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted.

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

Tina H. Seaman, 7879 Ranch Road 5237, Oakwood, Texas 78619

STATE OF TEXAS
COUNTY OF HAYS

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

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

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

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

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Hays County Environmental Health.

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

Jerry Borcherting
Resource, Protection,
Transportation and Planning Director

Date _____

Tom Pope
Floodplain Administrator

Date _____

STATE OF TEXAS
COUNTY OF HAYS

I, Linda C. Fritzsche, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2009, at _____ o'clock _____ M., in the Plat Records of Hays County, Texas, in Book _____, Page _____.

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

LINDA C. FRITSCHKE
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

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

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

ELIZABETH SUMTER
COUNTY JUDGE
HAYS COUNTY, TEXAS

LINDA C. FRITSCHKE
COUNTY CLERK
HAYS COUNTY, TEXAS

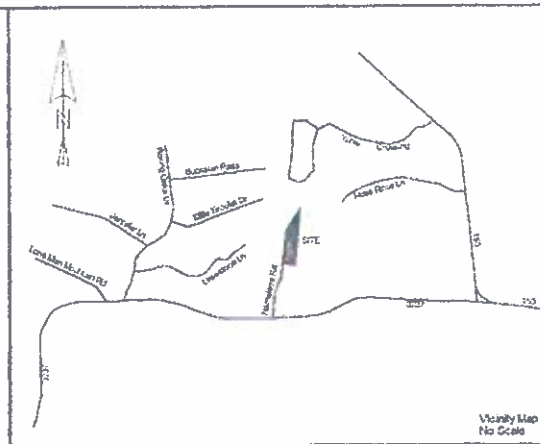
KNOW ALL MEN BY THESE PRESENTS, That I, Clyde Barroso, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments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

Clyde Barroso R.P.L.S. 85404, State of Texas



EAGLE
LAND
SURVEYING
(512) 847-1079
P.O. Box 2284 Wimberley, TX 78676

Date: October 5, 2009
Job No.: 90054 JW
File: EIGPAGE2



Neatly Map
No Scale

NOTES:

- 1) This subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
- 2) No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County Community Panel #480321 0245F, dated September 2, 2005.
- 3) This subdivision lies within the Wimberley Independent School District.
- 4) Water service for this subdivision is to be by private, individual water supply.
- 5) Wastewater treatment for this subdivision is to be by private, individual On-site Sewerage Facilities.
- 6) Electricity for this subdivision is provided by Piedmont Electric Cooperative, Inc.
- 7) Telephone service for this subdivision is provided by Verizon.
- 8) No portion of this subdivision is within the corporate city limits or the ETJ of any municipality.
- 9) Total number of lots is 3, the total area of this subdivision is 15.09 acres, the average size of the lots is 5.03 acres, with 0 lots 10 acres or larger, 2 lots 5-10 acres, 1 lot 2-5 acres, 0 lots 1-2 acres and 0 lots smaller than 1 acre.
- 10) There is hereby dedicated a public utility easement being 20' wide along the front property lines and 10' wide along all other lot lines.
- 11) Lots 6A, 6B and 6C may not be further subdivided.
- 12) Lots 6A, 6B and 6C are subject to the provisions of the Home Owners Association Agreement as recorded in Vol. 980, Pg. 557, Hays County Official Public Records, and/or any such subsequent agreements.

Driveway Permit Statement

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

Minimum driveway equest size

"Lots shall have a minimum driveway equest size of 18', 11 feet 3/4"

"The requirement concerning construction standards for manholes installed within the right-of-way is stated in all highway and requiring all such manholes to be made of cast-in-place concrete, as stated in the ordinance."

**RESUBDIVISION OF LOT 6,
LEGEND OAKS, SECTION 2**
Establishing Lots 6A, 6B, and 6C, being a resubdivision of
LEGEND OAKS, SECTION 2, a subdivision in Hays County,
Texas, according to the map or plat thereof recorded in
Volume 5, Page 399, Hays County Plat Records.

SHEET ONE OF TWO

NOTES:

- 1) This subdivision lies within the boundaries of the Edward's Aquifer Recharge Zone.
- 2) No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County Community Panel #480321 0245F, dated September 2, 2005.
- 3) This subdivision lies within the Wimberley Independent School District.
- 4) Water service for this subdivision is to be by private, individual water supply.
- 5) Wastewater treatment for this subdivision is to be by private, individual On-site Sewage Facilities.
- 6) Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
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- 8) No portion of this subdivision is within the corporate city limits or the ETJ of any municipality.
- 9) Total number of lots is 3, the total area of this subdivision is 15.09 acres, the average size of the lots is 5.03 acres, with 0 lots 10 acres or larger, 2 lots 5-10 acres, 1 lot 2-5 acres, 0 lots 1-2 acres and 0 lots smaller than 1 acre.
- 10) There is hereby dedicated a public utility easement being 20' wide along the front property lines and 10' wide along all other lot lines.
- 11) Lots 6A, 6B and 6C may not be further subdivided.
- 12) Lots 6A, 6B and 6C are subject to the provisions of the Home Owners Association Agreement, as recorded in Vol. 968, Pg. 557, Hays County Official Public Records, and/or any such subsequent agreements.

Driveway Permit Statement:

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

Minimum driveway culvert size:

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

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

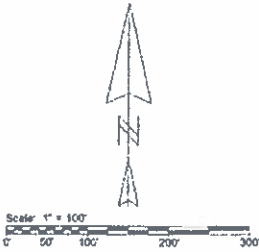
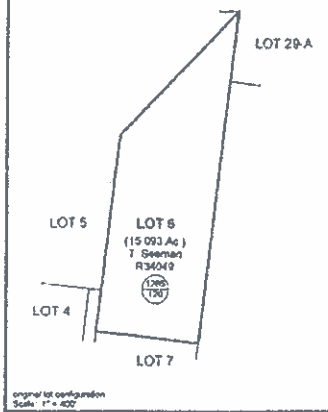
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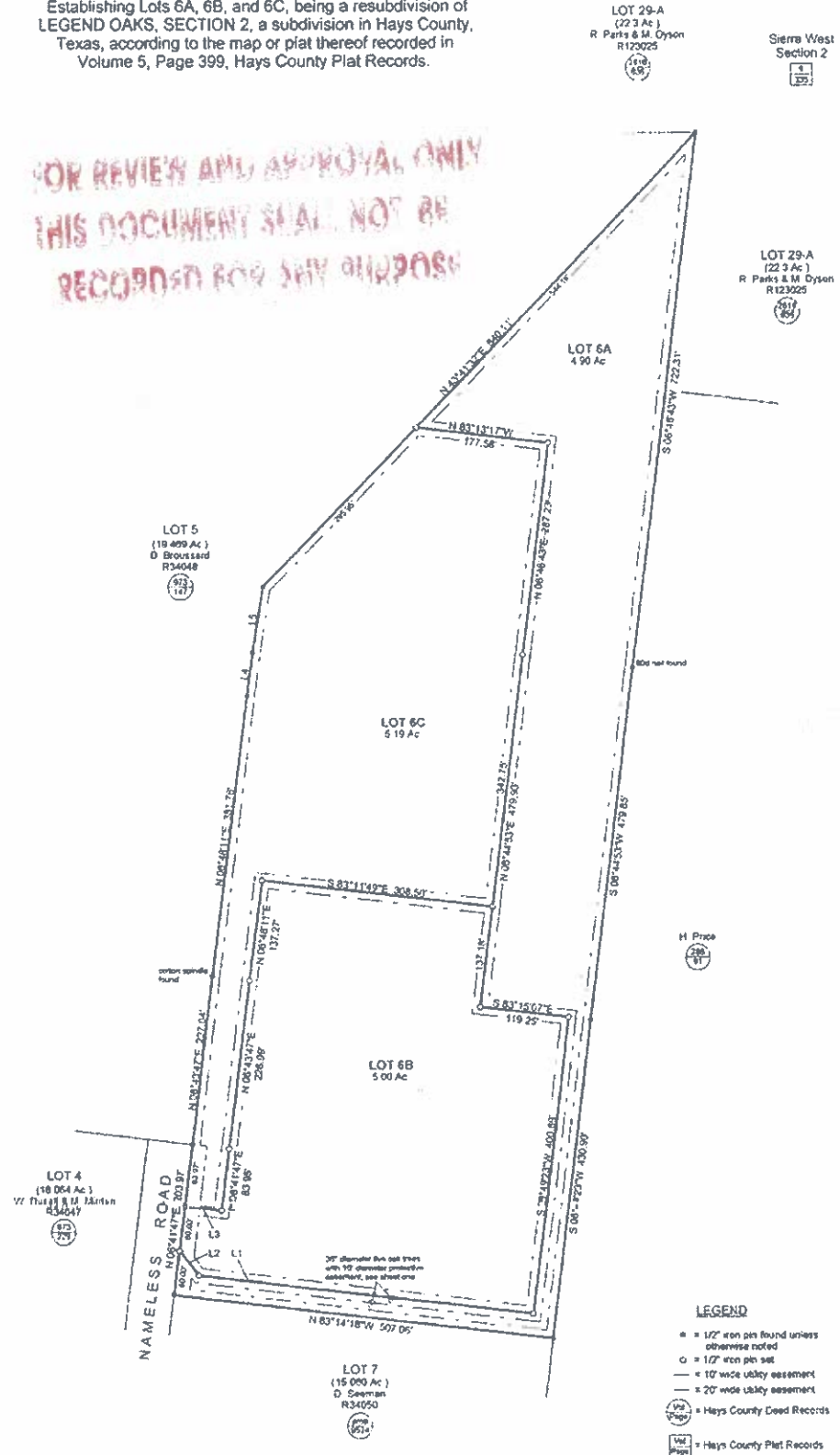
SHEET ONE OF TWO

RESUBDIVISION OF LOT 6, LEGEND OAKS, SECTION 2

Establishing Lots 6A, 6B, and 6C, being a resubdivision of
LEGEND OAKS, SECTION 2, a subdivision in Hays County,
Texas, according to the map or plat thereof recorded in
Volume 5, Page 399, Hays County Plat Records.



FOR REVIEW AND APPROVAL ONLY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE



LINE TABLE

L1 =	N 83°14'18"W	447.09'
L2 =	N 36°18'13"W	42.47'
L3 =	S 83°19'13"E	50.00'
L4 =	N 08°46'41"E	59.07'
L5 =	N 08°37'16"E	80.71'

- LEGEND**
- = 1/2" iron pin found unless otherwise noted
 - = 1/2" iron pin set
 - = 10' wide utility easement
 - = 20' wide utility easement
 - HP = Hays County Deed Records
 - HP = Hays County Plat Records

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

Scale: 1" = 100'
Date: July 15, 2009
Job No.: 90054 jw
File: 6ALEGOK4

SHEET TWO OF TWO

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the purchase of two traffic count/traffic study devices for the Road & Bridge Dept. from Timemark, Inc. instead of two budgeted radar signs with an amount not to exceed \$1,831.00.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: \$1,831.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-5719

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

The information obtained by the two additional traffic counters will be used county-wide for the increasing demand for traffic studies. This would bring the total number of counters to six (which include two other budgeted traffic counters for FY 2010). The two radar signs currently in operation are adequate for the needs of the department. The savings would be \$5,743.80.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

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 action to approve the agreement between Hays County Personal Health Department (HCPHD) and Central Texas Medical Center (CTMC).

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

PREFERRED MEETING DATE REQUESTED: 10/13/09

AMOUNT REQUIRED: see list below

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-022-5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

This is an agreement between the HCPHD and CTMC to allow HCPHD to refer our clients from the TB control program to CTMC for diagnostic chest X-rays. HCPHD agrees to pay CTMC the mentioned rate that will not exceed the listed charges. This agreement is in effect from 10/01/2009 till 9/30/2012.

Agreed charges:

2-View Chest X-ray	\$35.00
1-View Chest X-ray	\$25.00

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the agreement between Hays County Personal Health Department (HCPHD) and Central Texas Medical Center (CTMC).

PREFERRED MEETING DATE REQUESTED: October 13, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$35.00 for 2 View Chest X-Rays, \$25.00 for 1 View Chest X-Ray, 120-675-99-022-5448 (contract services TB Grant)

COUNTY PURCHASING GUIDELINES FOLLOWE: ____ N/A ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: ____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: ____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: ____

The State of Texas
County of Hays

WHEREAS, the State of Texas, acting by and through the Hays County Health Personal Department hereinafter referred to as the Receiving Party, has the responsibility for the treatment, cure, prevention, eradication and control of tuberculosis in the State of Texas; and

WHEREAS, Central Texas Medical Center located in Hays County, Texas hereinafter referred to as the Performing Party has the trained personnel and the facilities to furnish the services listed below for the use of the Receiving Party in its Tuberculosis Control Program for treatment of indigent residents of any county in Texas.

NOW, therefore, pursuant to the spirit and intent of this agreement, the Performing Party as an independent contractor agrees to render the following services, and the Receiving Party agrees to pay for such services on the following terms and conditions.

1. The Performing Party at the request of and approval by the TB Control Division of Hays County Personal Health Department or their designated representative shall furnish to the Receiving Party the following services to be used in the diagnosis and treatment of tuberculosis.
2. The Receiving Party agrees to pay for the above mentioned services at a rate not to exceed:

2-View Chest X-ray	\$35.00
1- View Chest X-ray	\$25.00
3. Billings for services rendered by the Performing Party shall be submitted to the Hays County Personal Health Department within ten (10) days following the month in which the services were rendered.
4. This contract and agreement will become effective upon the date of proper signature hereto attached and continue in effect for 2 years, and/or until terminated by either party, and upon the execution of this contract, all previous or presently existing contracts and agreements for services in the diagnosis and treatment of tuberculosis between these parties are immediately and automatically cancelled.

Either party may cancel and terminate this agreement by giving the other party written Notice to become effective thirty (30) days from the receipt of said notice.

THIS AGREEMENT, made and entered into this the 1 day of Oct., 2009, by and Between the Hays County Personal Health Department and Central Texas Medical Center in Hays County, Texas.

RECEIVING PARTY
HAYS COUNTY HEALTH PERSONAL
DEPARTMENT

PERFORMING PARTY
CENTRAL TEXAS MEDICAL CENTER

Elizabeth Sumter
Hays County Judge


Richard D. Boggess II
Vice President of Finance

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to adopt the FY2010 Holiday Calendar.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: This calendar represents 13 holidays. 2 shy of the FY2009 calendar. Holidays this year either fell on a weekend or near the weekend.



HAYS COUNTY HOLIDAYS FOR 2010

NEW YEARS	JAN	01	FRI
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	18	MON
PRESIDENT'S DAY.....	FEB	15	MON
GOOD FRIDAY.....	APRIL	02	FRI
MEMORIAL DAY.....	MAY	31	MON
INDEPENDENCE DAY.....	JUL	05	MON
LABOR DAY.....	SEP	06	MON
VETERAN'S DAY.....	NOV	11	THU
THANKSGIVING.....	NOV	24	WED
	NOV	25	THUR
	NOV	26	FRI
CHRISTMAS.....	DEC	23	THUR
	DEC	24	FRI

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 Hays County Justice of the Peace courts to use the Texas Online eFiling system through the County's existing contract with BearingPoint.

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

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: Contract already in place, no additional funding required.

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Pct. 2 Justice of the Peace Beth Smith

SPONSORED BY: BARTON

SUMMARY:

The District Clerk's office has had a contract with Bearing Point to use the Texas Online system since March 17, 2009. Electronic filing enables the public to submit documents and fees online. Once a document in eFiled, the Justice of Peace clerks are able to process filings at any time.

Back-up will be provided at the meeting.

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 select a Design/Build Firm for the construction of the new Hays County Government Center.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

After a very long and thorough process and presentations from the top three Build/Design firms on October 2, 2009, the committee is ready to recommend our selection for the construction on the new Hays County Government Center.

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 up to \$1500.00 to repair the intercom system in the holding cells located in the Justice Center.

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

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: 1500.00 – not to exceed

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD/building fund

REQUESTED BY: Knott

SPONSORED BY: SUMTER

SUMMARY: This is to repair one of the items in noncompliance from the Jail Commission report.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize up to \$1500.00 to repair the intercom system in the holding cells located in the Justice Center.

PREFERRED MEETING DATE REQUESTED: October 13, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$1500.00 - Not to exceed - TBD/Building fund/Contingencies

COUNTY PURCHASING GUIDELINES FOLLOWED: Need 3 Quotes

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Will need to determine funding and amend the budget if necessary.

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 authorize Civil Division of Hays County District Attorney's Office to file an official response in relation to Request for Attorney General's Opinion #RQ-0822-GA relating to the ability of Type A General Law municipalities to impose and enforce nonpoint source pollution (NPS) ordinances within the ETJ.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FORD/KENNEDY

SPONSORED BY: FORD

SUMMARY:

The City of Wimberley has requested an Attorney General's Opinion on the above matter, and Representative Rose submitted it in a letter dated 9/4/09. Copy of letter is attached.

RECEIVED
SEP 09 2009
OPINION COMMITTEE



FILE # ML-46167-09
I.D. # 46167

COMMITTEES:
HUMAN SERVICES, CHAIR
HIGHER EDUCATION

Patrick M. Rose
TEXAS STATE REPRESENTATIVE
DISTRICT 45

COUNTIES:
BLANCO
CALDWELL
HAYS

September 4, 2009

The Honorable Greg Abbott
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711

RQ-0822-GA

RE: Request for an Attorney General's Opinion

Dear General Abbott:

A question has arisen relating to the ability of specific types of municipalities to impose and enforce nonpoint source pollution (NPS) ordinances in that city's extra territorial jurisdiction (ETJ) under Section 26.177 of the Water Code. Some cities have interpreted subsection (b) to provide that any city, regardless of its size or whether the city is organized as general-law or home-rule municipality, has the authority to voluntarily implement and enforce a water pollution and abatement program in its ETJ.

On behalf of the City of Wimberley, I would like to request an Attorney General's Opinion on whether or not a Type A General-Law city has the authority to impose and enforce a nonpoint source pollution ordinance in its ETJ under Section 26.177.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions or if I may be of assistance to you in any way.

Sincerely,

A handwritten signature in cursive script that reads "Patrick M. Rose".

Patrick M. Rose

cc: Sen. Jeff Wentworth, Texas Legislature
Mayor Tom Haley, City of Wimberley

POST OFFICE BOX 2910 ★ AUSTIN, TEXAS 78768-2910 ★ 512-463-0647 ★ 512-473-9946-FAX

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to request that Hays County be included within the service area of the Foreign-Trade Zone Number 183.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Per Amy Madison's presentation last week. Find letter attached.

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 Commissioner Ford and Jerry Borcharding to negotiate a Professional Services Agreement with Freese & Nichols that will address the improvement of a chronic drainage problem on Nutty Brown Road.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: 10-13-09

AMOUNT REQUIRED: not to exceed \$10,000

LINE ITEM NUMBER OF FUNDS REQUIRED: RPTP Budget for Pct 4 projects

REQUESTED BY:

SPONSORED BY: FORD

SUMMARY: Revised letter of agreement will be hand delivered and made available to court prior to 10/13 meeting.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize Commissioner Ford and Jerry Borcharding to negotiate a Professional Services Agreement with Freese & Nichols that will address the improvement of a chronic drainage problem on Nutty Brown Road.

PREFERRED MEETING DATE REQUESTED: October 13, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$10,000 RPTP Budget 4 Pct4 projects

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS: May require a budget amendment. Different funding options are available.

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 authorize Mark Kennedy to engage outside counsel to assist in completion of real estate transactions in association with the McGregor Road bridge project.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: Legal Consulting

REQUESTED BY: FORD/KENNEDY

SPONSORED BY: FORD

SUMMARY: The County has not engaged a ROW agent as discussions have already begun with two property owners regarding the fee simple acquisition of less than one acre each to accommodate construction needs for the McGregor Road bridge. The transaction is somewhat complicated in that the two properties have conservation easements on them that are held by the Hill Country Conservancy. It is our desire to work with a Dripping Springs attorney to finalize and close the transactions on behalf of Hays County in Pct 4. Nelson M. Davidson, attorney and closing agent for Independence Title, has agreed to work with the county at a fee of \$150/hour.

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 Resolution and authorize the County Judge to submit a grant application to the Capital Area Council of Governments, Regional Solid Waste Grants Program for up to \$30,000 for a Household Hazardous Waste Collection Event in Precinct 4.

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

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Pinnix/Hauff

SPONSORED BY: Ford

SUMMARY:

Funds will be requested from the Capital Area Council of Governments, FY2010 Regional Solid Waste Grant Program to conduct a one-day event at the Driftwood citizens' collection center for the collection of residential household hazardous waste items. Wastes collected will include those commonly produced or utilized in household applications, including paints, batteries, oils and oil filters, compact fluorescent bulbs, etc. The event is tentatively scheduled for April 17, 2010. It is anticipated that the County will partner with the City of San Marcos and the LCRA household hazardous waste program for technical and possibly other assistance. Matching funds, although not required for this grant, will be in the form of in-kind services and supplies. Grant funds requested will be used for contract services for collection, transport, and disposal of hazardous materials, promotion of the event, and educational materials handed out during the event. The Resolution for grant submittal is included as backup, and the grant application will be distributed prior to the vote on this item as it is still in preparation. The deadline for submittal of the application to CAPCOG is 5 p.m. on October 14, 2009.

RESOLUTION

RESOLUTION OF HAYS COUNTY, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING ELIZABETH SUMTER, COUNTY JUDGE TO ACT ON BEHALF OF HAYS COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED HAYS COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Capital Area Council of Governments (CAPCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of CAPCOG's adopted regional solid waste management plan; and

WHEREAS, Hays County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY HAYS COUNTY, TEXAS;

1. That Elizabeth Sumter, County Judge is authorized to request grant funding under the Capital Area Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Hays County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Hays County will comply with the grant requirements of the Capital Area Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the Hays County Commissioners Court in San Marcos, Texas, on this the 13th day of October, 2009.

Elizabeth "Liz" 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 a resolution passed and adopted by the Commissioners' Court of Hays County, Texas in a Regular Meeting held on October 13, 2009.

ATTESTED TO BY:

Linda Fritsche, Hays County Clerk

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 and possible action to authorize the County Judge to execute a Professional Services Agreement with Huitt-Zollars, Inc. for engineering services on the Old Bastrop Highway/CR 266 road bond project.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: \$746,840

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

On July 12, 2009, the Court awarded the engineering design services for Old Bastrop Highway/CR 266 to Huitt-Zollars and authorized Commissioner Ingalsbe and staff to negotiate a contract and fee schedule.

Agenda Item Routing Form

DESCRIPTION OF Item: authorize the County Judge to execute a Professional Services Agreement with Huitt-Zollars, Inc. for engineering services on the Old Bastrop Highway/CR 266 road bond project.

PREFERRED MEETING DATE REQUESTED: October 13, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$746,840 2008 Road Bond Program

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS: This exceeds the amount budgeted for engineering services.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: ____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: ____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: ____

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Huitt-Zollars, Inc., (*the "Engineer"*).

WHEREAS, *County* proposes to reconstruct Old Bastrop Highway/CR 266 from Centerpoint Road to Francis Harris Lane with widened lanes and added shoulders;

WHEREAS, *County* desires to obtain professional services consisting of engineering, surveying and environmental documentation required for the preparation of Plans, Specifications & Estimates (PS&E) for the reconstruction of Old Bastrop Highway/CR 266 from Centerpoint Road to Francis Harris Lane in Hays County Texas (*the "Project"*);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

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- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Designee** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Designee** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Designee** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2006 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 1, including the 2008 Standard Highway Sign Designs for Texas (SHSD), Revision 1
 - b. Texas Department of Transportation Construction Contract Administration Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Hays County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. AASHTO "A Policy on Geometric Design of Highways and Streets", 5th Edition.
 - l. AASHTO LRFD Bridge Design Specifications, 4th Edition.
 - m. TxDOT Construction Contract Administration Manual.
 - n. TxDOT Roadway Design Manual.
 - o. TxDOT LRFD Bridge Design Manual.
 - p. TxDOT Historic Bridge Manual.
 - q. TxDOT Bridge Railing Manual.
 - r. TxDOT Environmental Manual.
 - s. TxDOT Freeway Signing Handbook.

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- t. TxDOT Geotechnical Manual.
 - u. TxDOT Hydraulic Design Manual.
 - v. TxDOT Pavement Marking Handbook.
 - w. TxDOT Project Development Manual.
 - x. TxDOT PS&E Preparation Manual.
 - y. TxDOT Real Estate Acquisition Guide for Local Public Agencies.
 - z. TxDOT ROW Appraisal and Review Manual.
 - aa. TxDOT ROW Utility Manual.
 - ab. TxDOT Signs and Markings Manual.
 - ac. TxDOT Traffic Signals Manual.
3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

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

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all work in accordance with the terms specified in written Work Authorizations and in accordance with the production timeline included in the Scope of Services for those Work Authorizations.

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- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Designee** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Designee**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that One hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to

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be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

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

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of

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this Agreement. . The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.

- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Designee's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Designee**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Designee** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

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Engineer's services as Basic or Additional Services under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Designee* regarding county permitting or similar requirements properly waivable by the *County Designee*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will

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approve assignment and release of all key *Engineer* and professional personnel.

- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Designee's* request be immediately removed from association with the *Project*.
- I. If the procurement of adequate qualified personnel by *Engineer* would result in taxable professional services being charged to *Engineer* (e.g. Surveying), then the charges for such services shall be paid by *County* directly so that *County* may assert tax exemption under Section 151.309 of the Texas Tax Code, or other applicable law. Any such direct payment by *County* is hereby granted, by the Hays County Commissioners Court, a discretionary exemption from the competitive requirements set out in Section 232.023 of the Texas Local Government Code.
- J. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- K. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- L. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor e

Section IX Ownership of Documents

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

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Section X
Maintenance of and Right of Access to Records

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

Section XI
Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State

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of Texas.

- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of

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

ENGINEER: Michael R. Aulick, V.P.
Huitt-Zollars, Inc.
3701 Executive Center Dr., # 101
Austin, Texas 78731

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

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

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and to: Hays County Director of Resource Protection,
Transportation
and Planning Department
2171 Yarrington Rd.
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.

and to: Precinct One Commissioner – Debbie Ingalsbe
111 E. San Antonio, Suite 304
San Marcos, Texas 78666

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

- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

Contract No. _____

13 of 30 Pages

EXECUTED this _____ day of _____, 200 ____.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

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

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$746,840.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$746,840.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

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

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

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

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

ATTACHMENT A (con't.)

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

ENGINEER:

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II**HOURLY RATES****Huitt-Zollars, Inc.**

Please note that a 4% annual escalation rate is permitted to account for inflation.

<u>CLASSIFICATION</u>	<u>2009 BILLING RATE</u>	<u>2010 BILLING RATE</u>
Principal	\$200.00	\$208.00
Senior PM	\$185.00	\$193.00
Project Manager	\$150.00	\$156.00
Sr. Civil Engr.	\$155.00	\$162.00
Sr. Structural Engr.	\$175.00	\$182.00
Structural Engr.	\$120.00	\$125.00
Civil Engr.	\$125.00	\$130.00
Engr. Intern	\$100.00	\$104.00
Senior Designer	\$135.00	\$141.00
Designer	\$105.00	\$110.00
Sr. CAD Technician	\$ 95.00	\$ 99.00
CAD Technician	\$ 70.00	\$ 73.00
Sr. Project Support	\$ 70.00	\$ 73.00
Project Support	\$ 55.00	\$58.00

Reimbursable Expenses

Mileage.....Standard business mileage rate

HOURLY RATES
SUB-CONSULTANT 1

Loomis Partners, Inc.

Please note that a 4% annual escalation rate is permitted to account for inflation.

<u>CLASSIFICATION</u>	<u>2009 BILLING RATE</u>	<u>2010 BILLING RATE</u>
Principal	\$165.00	\$172.00
Senior Engr. II	\$150.00	\$156.00
Project Engr. IV	\$120.00	\$125.00
Project Engr. II	\$105.00	\$110.00
CAD Designer	\$115.00	\$120.00
CAD Tech IV	\$ 90.00	\$ 94.00
Engr. Assistant	\$ 75.00	\$ 78.00
Chief Surveyor	\$150.00	\$156.00
Project Surveyor II	\$110.00	\$115.00
Project Surveyor I	\$ 95.00	\$ 99.00
Survey Technician II	\$ 80.00	\$ 84.00
Two Person Field Crew	\$140.00	\$146.00
Principal Scientist	\$150.00	\$156.00
Senior Scientist	\$105.00	\$110.00
Staff Scientist/Tech	\$ 60.00	\$ 63.00
Clerical	\$ 40.00	\$ 42.00

HOURLY RATES
SUB-CONSULTANT 2

HVJ Associates, Inc.

Please note that a 4% annual escalation rate is permitted to account for inflation.

<u>CLASSIFICATION</u>	<u>2009 BILLING RATE</u>	<u>2010 BILLING RATE</u>
Project Manager	\$125.00	\$130.00
Staff Engr.	\$ 92.00	\$ 96.00
Sr. Engineering Technician	\$ 55.00	\$ 57.00
Clerical/ Administrative	\$ 46.00	\$ 48.00

HOURLY RATES
SUB-CONSULTANT 3

Lockwood, Andrews & Newnam, Inc.

Please note that a 4% annual escalation rate is permitted to account for inflation.

<u>CLASSIFICATION</u>	<u>2009 BILLING RATE</u>	<u>2010 BILLING RATE</u>
ROW PM	\$175.00	\$182.00
Sr. ROW Agent	\$120.00	\$125.00
ROW Agent	\$ 90.00	\$ 94.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

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

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

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

It is the intention of the *County* and the *Hays County Commissioners Court*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or any agent of *Hays County* to submit to

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

APPENDIX A

SCOPE OF SERVICES

The scope of services to be provided by the *Engineer* shall be included with each Work Authorization under this *Agreement*.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE Jerry Borcharding, P.E.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to amend the fee schedule for private pay clients of the Hays County Personal Health Department Women's Health clinic.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The Personal Health Department (PHD) serves a number of private pay clients in our Women's Health clinic. These clients are ineligible for coverage under Medicaid, Chip Perinate, or other forms of government programs due to income guidelines. The PHD has maintained the same charges for a number of years, however due to increases in costs for lab work and changes in recommendations for "best practices" for maternity and family planning care the PHD seeks approval to increase charges at this time.

Proposition to Change Family Planning

Currently in family planning, the cost of service is \$70 and includes Pap smear, Chlamydia/gonorrhea and syphilis testing. These services and this fee have been in place for a number of years and have not changed in response to the increase in cost of living. Our cost for the lab work is \$29 for a Pap smear, \$15.30 for Gonorrhea/Chlamydia and RPR \$8 which only leaves \$17.70 for the services of the LVN and NP. We have also added more bloodwork that is optional, to the annual exam to check for anemia (CBC), kidney and liver functioning (CMP), thyroid levels (TSH) and a total lipid panel for an additional \$20, which many of our patients do choose to do. Most of our 'private pay' patients do not have difficulty in paying for this. We are proposing to change the fee to \$100 and include a pap smear, gonorrhea/Chlamydia testing, CBC, CMP, TSH and lipid panel. This will allow \$35.70 for the services of the LVN and NP and detect more chronic underlying conditions in asymptomatic patients which can lead to earlier treatment and fewer complications. Listed below are the current and proposed changes.

<u>Current</u>	<u>Change</u>
<ul style="list-style-type: none">● fee \$70● pap smear RPR, and GC/CT● no blood work● \$17.70 for services● unknown chronic conditions● no change in health status● no lifestyle changes	<ul style="list-style-type: none">● fee \$100● pap smear and GC/CT● CBC, CMP, TSH and lipid profile● \$35.70 for services● detection of chronic conditions● decreased morbidity and mortality● change lifestyle to health living

We feel that by changing the services offered in the annual well woman exam, we will be addressing the needs of our patients better especially since the annual well woman exam will be the only time that the patient will seek preventative health care during the year.

By offering these tests, we are complying with the guidelines established by ACOG, AAFP and the Institute of Medicine. We also offer vaccines for Tetanus, diphtheria and acellular Pertussis, meningoccal, Hepatitis A and B and HPV, when appropriate. Each patient is counseled in diet, exercise and STD prevention, available methods of contraception and anticipatory guidance.

Birth Control Methods that are available at HCPHD are progestin only pills (our cost \$3.95, available to pt for \$5.00 a month), combination pills by prescription (can be purchased at Walmart for \$9.00 a month), Depo-Provera given every 12wks (our cost \$37.32, available to pt for \$50.00) and condoms (free of charge). For those pt requesting long-acting reversible contraception (IUD-both Mirena and Paraguard and Implanon), a referral will be given for Community Action Inc.

Proposition to Change Maternity Care

Currently in Maternity services the initial OB visit is \$70 and includes OB Profile (CBC, ABO, Rh, RPR, HIV, HbASg and Rubella), Chlamydia/Gonorrhea DNA probe, Pap Smear (according to guidelines) and Urine Culture . These services and this fee have been in place for a number of years and have not changed in response to the increase in cost of living or the changes in the national guidelines. Our cost for the lab work is \$29 for a Pap smear, \$15.30 for Gonorrhea/Chlamydia, \$23 for the OB profile and \$10 for the urine culture which leaves the HCPHD to cover the additional \$7.30. We have also added a first trimester sonogram at \$105-110 to confirm pregnancy dates and allows us to properly time additional tests that are needed later in pregnancy. Most of our 'private pay' patients do not have difficulty in paying for this. We are proposing to change the fee to \$100 plus the cost of the sonogram for the initial OB visit. This will allow \$22.70 for the services of the LVN and NP plus allow for the proper timing of screenings that are needed later in the pregnancy as well as detect possible complications earlier. Most of our patients do qualify for Title V-Maternity services for the first two visits of their pregnancy, so rarely would patients need to pay the entire fee. Also listed below are the standard tests that are done throughout a normal *uncomplicated* pregnancy, which after the first two visits and unable to obtain funding through either Medicaid or CHIP Perinate, the patient would need to pay for in addition to the \$40 office visit.

18wks

Hgb.....	\$3
Quad Screen optional).....	\$48

20-24wks

Complete OB sono (either at TPG or Advanced Imaging).....	\$ 105-110
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26-28wks

1hr GTT.....	\$3
Hgb	\$3
3hr GTT if 1hr GTT abnormal.....	\$4

36wks

GBS.....	\$10
Hgb	\$3
Chlamydia/Gonorrhea (if needed).....	\$12
RPR (if needed).....	\$5

2wk Postpartum

Hgb.....	\$3
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6wk Postpartum

Hgb.....	\$3
Pap smear (if needed).....	\$25



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

I understand that Hays County Personal Health Department, is accepting me as a "private pay" patient for the period of _____, and I will be responsible for paying any services that I receive.

The provider will not file a claim to Medicaid or CHIP Perinate for the services provided to me.

Prenatal Care Fees:

Initial Visit.....	\$70.00
Return Visit.....	\$40.00
Ultrasound: Advanced Imaging.....	\$105.00
Texas Perinatal Group.....	\$110.00

Lab Fees:

OB Profile.....	\$23.00
Lipid Profile.....	\$5.00
Glucose 1hr.....	\$4.00
Glucose 2hr.....	\$4.00
Glucose 3hr.....	\$5.00
A1c.....	\$10.00
CBC.....	\$5.00
GBS @36wks.....	\$10.00
RPR (if needed).....	\$5.00
Hgb.....	\$3.00
Chlamydia/Gonorrhea.....	\$12.00
Quad Screen.....	\$48.00
Pap (if repeated).....	\$25.00

If you are more than 15minutes late, you will be rescheduled. **ABSOLUTELY NO EXCEPTIONS!!!**

Signature of Patient: _____ Date: _____

Health Dept Staff Sign: _____ Date: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Schedule of Lab and Sonograms

This schedule is for non-complicated OB patients. Patients with high blood pressure, diabetes, abnormal labs results or any complications identified during the pregnancy may add additional lab work and sonograms. This will be discussed as it is identified.

Initial visit

OB Profile (CBC, ABO, Rh, RPR, HIV, HbASg and Rubella).....	\$23
Chlamydia/Gonorrhea DNA probe.....	\$12
Pap Smear (according to guidelines).....	\$25
Urine Culture	\$10
Complete OB sono (either at TPG or Advanced Imaging).....	\$105-110

18wks

Hgb	\$3
Quad Screen (optional).....	\$48

20-24wks

Complete OB sono (either at TPG or Advanced Imaging).....	\$ 105-110
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26-28wks

1hr GTT.....	\$3
Hgb	\$3
3hr GTT if 1hr GTT abnormal.....	\$4

36wks

GBS.....	\$10
Hgb	\$3
Chlamydia/Gonorrhea (if needed).....	\$12
RPR (if needed).....	\$5

2wk Postpartum

Hgb.....	\$3
----------	-----

6wk Postpartum

Hgb.....	\$3
Pap smear (if needed).....	\$25

I understand this schedule of examinations and that I will need to pay the \$40.00 office visit plus the cost of these tests at the time of services, unless prior arrangements have been made.

Patient Signature: _____ Date: _____

HCPHD Staff Signature: _____ Date: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action regarding roof repair of Hays County Corrections building including but not limited to review of specification for phenolic remediation and roof repair.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 6, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: Per last weeks discussion in the standing agenda item regarding Hays County projects this item is intended to update the court on Hays County's progress towards roof remediation and repair of Hays County Corrections Facility.

Agenda Item Request Form

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9:00 a.m. Every Tuesday

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

AGENDA ITEM: Presentation of Captain Jack – The Story of John C Hays Documentary by Kate Johnson, Chair, Historical Commission.

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Johnson

SPONSORED BY: SUMTER

SUMMARY: 30 minute film

Agenda Item Request Form

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

AGENDA ITEM:

Presentation by the Barton Springs Edwards Aquifer Conservation District on the status of the Barton Springs aquifer.

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

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY:

I'm inviting the District to make a presentation to Commissioners Court on the drought, the recent rains, and the status of the Barton Springs aquifer.

We spent a lot of time this summer talking about the Trinity system and water shortages in the western part of the county, and deservedly so. But it seems to me we could use a reminder at the Court and county staff level about water issues facing us in the even more populated corridor of the Barton Springs zone.

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: 1PM - Road Bond Workshop

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

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

PREFERRED MEETING DATE REQUESTED: October 13, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

A presentation to the court on each road in the bond package, what is the scope of work on each road, its budget by line item, its schedule and cash flow, where it is on the schedule and what has been spent to date in each category of the road. Some roads will have funds spent from 2006 (FM1626 and FM110) until a stop order was issued and then after the 19.5 million was appropriated (I think only FM1626 and US290 was affected by the 19.5). We need to incorporate all of those dollars spent and account for them. They should be within budget of road because all of the work done in 2006 and before bond approved should have been spent toward the design of the road.

The court needs to approve the schedule, funding and description of each road project. AND finally, an agreement needs to be reach about when projects not funded in the bond can begin and what needs to happen to the savings, if any. Or if the scope of work on the road can expand without court approval.

The presenters are Mike Weaver, Prime Strategies; Jeff Curren, HDR; Dan Wegmiller, Bill Herzog, Vickie Wilhelm and Jerry Borcharding.

