

Commissioners Court -March 9, 2010
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 **9TH day of March, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	5-11	Presentation by Constable Pct. 1, David Peterson regarding a report on Annual Civil Process Service. INGALSBE/PETERSON
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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	12	Approve payments of county invoices. HERZOG
3	13-18	Approve Commissioner Court Minutes of February 23, 2010. SUMTER/FRITSCH
4	19-21	Accept Sheriff's Office Racial Profiling Law Annual Report for 2009 in accordance with Texas Code of Criminal Procedure, Chapter 2.132(b)(6)&(7). SUMTER/RATLIFF
5	22-24	Approve renewal agreement between Wimberley ISD and the Hays County Personal Health Department to provide for the use of the District's facilities in case of a public health emergency. SUMTER/HARGRAVES
6	25-42	Approve the specifications for Bid #2010-B05 Mowing & Grounds Maintenance for the Historical Cemetery and Kyle Log Cabin (Co-Wide) and authorize Purchasing to solicit for bid and advertise. SUMTER/HERZOG/BORCHERDING
7	43-54	Approve the specifications for Bid #2010-B07 Mowing & Grounds Maintenance for the Dudley Johnson/ Randall Vetter Park and authorize Purchasing to solicit for bid and advertise. SUMTER/HERZOG/PINNIX
8	55-58	Approve renewal agreement between San Marcos CISD and the Personal Health Department (PHD) to provide for the use of the District's facilities in case of a public health emergency. SUMTER/HARGRAVES
9	59-60	Accept the annual Racial Profiling Report from David Peterson, Constable Precinct 1. INGALSBE/PETERSON
10	61-68	Approve Utility Permits. SUMTER
11	69-71	Accept report to Commissioners Court identifying OSSF and food plain permit administrative approvals issued during the month of February, 2010. SUMTER/SANCHEZ
12	72-73	Approve specifications for Bid #2010-B06 "Cedar Oaks Mesa W.S.C. 100,000 Gallon Ground Storage Tank" and authorize purchasing to solicit for bid and advertise. CONLEY/HAUFF
13	74	Ratify submission of the grant application to the Office of the Governor's, Criminal Justice Division for the Hays County Constable's Office Precinct One for In-Car Camera pilot project in the amount up to \$15,717.00. INGALSBE/HAUFF

ACTION ITEMS

ROADS

14	75	Call for a public hearing on March 23, 2010 to establish traffic regulations on Hillside Terrace Rd, CR 133. BARTON/BORCHERDING
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MISCELLANEOUS

15	76-77	Discussion and possible action to approve JP5 office to transfer funds from time payment expense to continuing education and amend the budget according. SUMTER/CARY
16	78-81	Discussion and possible action to authorize transfer of funds in the amount of \$1,000.00 from Contract Services to Continuing Ed all within the Emergency Preparedness grant and amend the budget according. SUMTER/HARGRAVES
17	82-86	Discussion and possible action to terminate Advance Funding Agreement, CSJ: 0914-33-050, Bebee Road at Dacy Lane, STP MM funding in the amount of \$250,000.00 SUMTER
18	87-88	Discussion and possible Action to accept a donation of an in-car camera system from the City of Wimberley to the Constable Pct. 3 office. CONLEY/AYRES
19	89-90	Discussion and possible action to authorize Personal Health Title V grant transfer of funds in the amount of \$1000.00 from Contract Services to Travel and amend the budget accordingly. SUMTER/HARGRAVES
20	91-92	Discussion and possible action to amend budget for Historical Commission Jail Restoration Fund. SUMTER/JOHNSON
21	93-94	Discussion and possible action to amend budget for Juvenile Probation Title IV-E grant funds. SUMTER/COOPER
22	95-	Discussion and possible action to approve Personal Health Department (PHD) participation in Health Fair at Redwood Baptist Church in Guadalupe County and administer free immunizations. SUMTER/HARGRAVES
23	96-97	Discussion and possible action to authorize Personal Health TB grant transfer of funds in the amount of \$500.00 from Contract Services to Travel and amend the budget accordingly. SUMTER/HARGRAVES
24	98-120	Discussion and possible action to authorize the County Judge to execute a contract with the Texas Comptroller of Public Accounts for the Energy Efficiency and Conservation Block Grant, in the amount of \$115,153.00. FORD/HAUFF
25	121-122	Discussion and possible action to authorize the County Judge to execute a professional services agreement with K Friese & Associates (KFA) for professional engineering services related to the study at Lime Kiln Road and Sink Creek, a priority road bond project, and to authorize Commissioner Ford and Jerry Borcharding to enter contract negotiations and sign off on subsequent work authorizations and authorize the County Judge to execute agreement FORD
26	123-130	Discussion and possible action to approve Hays County comments and/or a Resolution as our official response to EPA on the proposed new National Ambient Air Quality Standard. FORD
27	131-137	Discussion and possible action to authorize the County Judge to submit a Letter of Interest to the Texas Veterans Commission regarding funding to support the Hays County Veterans Services Office. INGALSBE/HAUFF
28	138-144	Discussion and possible action to extend the maintenance contact with D&T Services for the Pct. 4 OSSF and amend the budget accordingly. FORD/KNOTT
29	145	Discussion of and possible action to implement a sixty (60) day moratorium on the re-subdivision of previously platted lots located within the Hays County. SUMTER/GARZA
30	146-147	Discussion and possible action to grant North Hays Optimist a time extension on matching funds and to further allow the construction of a small office space and concessions building from total project savings. INGALSBE
31	148-150	Discussion and possible action to promote and fund Health Check 2010 for Hays County employees and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect. SUMTER/BAEN
32	151-159	Discussion and possible action to approve the sale of one property held in trust. SUMTER/CARAWAY
33	160-163	Discussion and possible action to authorize the County Judge to execute Change Order #7 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park Phase 2 (Site) project. INGALSBE/HAUFF
34	164-168	Discussion and possible action to approve the purchase of building materials for the RPTP

		Dept./Road & Bridge Division's Precinct 1 maintenance yard in an amount not to exceed \$2,500.00. INGALSBE/BORCHERDING
35	169-171	Discussion and possible action to authorize the County Judge to execute Change Order #3 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (Building) project. INGALSBE/HAUFF

EXECUTIVE SESSIONS

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

36	172	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and the county's real estate consultant regarding property assessments and recommendations relating to the County's Parks and Open Space bond program. Possible action may follow in open Court. FORD/CONLEY
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STANDING AGENDA ITEM

37	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
38	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

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 5TH day of March, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Presentation by Constable Pct. 1, David Peterson regarding a report on Annual Civil Process Service.

(approximately 5-10 minutes)

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Constable Peterson

SPONSORED BY: Ingalsbe

SUMMARY: Constable Peterson has requested a few minutes to give a brief report to the court.

Hays County Constable Precinct 1, David L Peterson
Civil Process

2008	JAN.	FEB.	MARCH	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total/Yr
AG Citations	32	22	41	19	45	45	50	35	37	34	23	16	399
AG Precepts	5	6	6	1	0	0	1	8	5	1	0	0	33
Citations	57	74	36	42	48	66	64	51	48	79	58	58	681
Small Claims Citations	5	3	8	0	7	1	3	6	0	1	7	3	44
Tax Citations	1	10	0	5	0	1	2	2	6	11	16	19	73
Forcible Entry Detainers	24	35	25	45	40	52	50	46	24	42	28	29	437
Summons	46	106	21	116	78	18	34	33	43	22	20	28	565
Subpoenas	46	54	61	30	66	56	65	41	45	55	11	19	549
Writ of Possession	4	3	2	3	0	3	1	7	3	3	2	3	34
Writ of Execution	3	1	0	3	2	2	1	3	1	1	2	1	20
Writ of Sequestration	1	0	0	0	0	0	5	0	0	0	0	0	6
Writ of Garnishment	0	0	1	0	1	0	0	0	0	0	0	0	2
Writ of Re-Entry	0	0	0	0	0	0	0	0	0	0	0	0	0
Writ of Attachment	0	0	0	2	1	0	0	0	2	2	0	0	7
Temp. Restraining Order	17	1	0	2	0	0	1	0	4	2	4	0	31
Protective Orders	4	4	3	6	5	7	7	2	5	4	2	3	52
Posting Public Notice	19	30	19	30	27	11	27	9	0	0	0	0	172
Show Cause	0	3	0	0	0	0	3	1	0	0	0	0	7
Notice of Trustee	0	0	0	0	1	0	0	0	0	0	0	0	1
Order	0	0	0	13	9	6	5	0	0	11	0	1	45
Notice of Public Hearing													
Notice	14	0	0	1	0	1	1	0	3	1	4	2	27
Injunction	0	0	0	0	0	0	0	0	0	1	0	0	1
Telephone Inquiries	0	0	0	15	12	25	12	10	10	20	21	29	154
Walk In Inquiries 4-5 avg/week	20	20	16	16	20	20	16	16	20	16	20	20	220
Monthly Totals:	295	372	239	349	362	314	348	270	256	306	218	231	3560

[illegible]

Hays County Constable Precinct 1, David L Peterson
Civil Process

2009	JAN.	FEB.	MARCH	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total/Yr
AG Citations	75	87	105	89	66	126	186	76	102	125	42	92	1171
AG Precepts	4	3	12	12	3	16	9	7	4	7	0	3	80
Citations	197	91	57	93	101	131	144	119	146	125	195	145	1544
Small Claims Citations	14	7	4	2	0	0	7	7	16	7	3	22	89
Tax Citations	63	7	40	25	26	14	45	6	16	9	36	41	328
Forcible Entry Detainers	75	57	53	69	84	49	85	36	48	57	103	81	797
Summons	109	90	109	227	98	59	66	20	26	28	21	44	897
Subpoenas	103	55	126	119	61	113	47	72	83	61	18	44	902
Writ of Possession	9	8	9	2	7	4	6	2	6	5	3	13	74
Writ of Execution	1	3	4	5	4	4	5	4	3	1	4	2	40
Writ of Sequestration	0	0	0	4	0	2	0	0	0	0	0	0	6
Writ of Garnishment	0	0	6	0	0	0	0	0	0	0	0	0	6
Writ of Re-Entry	0	0	0	0	0	0	0	0	0	0	0	2	2
Writ of Attachment	0	0	0	0	0	0	2	0	2	0	0	0	4
Temp. Restraining Order	4	2	6	6	2	0	0	0	0	6	2	0	28
Protective Orders	10	12	17	6	8	6	4	6	12	10	12	10	113
Posting Public Notice	16	44	42	37	43	19	0	0	0	0	16	0	217
Show Cause	1	1	2	0	2	0	0	8	0	0	4	9	27
Notice of Trustee	0	0	0	0	0	2	0	0	0	0	4	0	6
Order	12	3	3	0	4	12	8	5	8	4	5	5	69
Notice of Public Hearing													
Notice	2	2	0	0	2	6	6	8	12	0	0	1	39
Injunction	0	0	0	0	0	0	0	0	2	0	0	0	2
Hot Checks (Tax Office)													7
Funeral Escorts	5	3	4	4	6	3	4	3	3	3	3	3	44
Court House Security	EVERY DAY												
Court House Tickets	0	0	0	0	0	0	0	0	0	8	8	8	24
Telephone Inquiries (AVG)	39	49	42	35	40	42	20	22	15	26	24	25	379
Walk In Inquiries (AVG 4-5 weekly)	16	20	16	20	16	20	20	20	16	20	16	16	216
Bailiff (JP 1 & 2)	4	4	4	4	4	4	4	4	4	4	4	4	48

Hays County Constable Precinct 1, David L Peterson
Civil Process

[illegible]

Hays County Constable Precinct 1, David L Peterson
Civil Process

Civil Process

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Approve payment of county invoices.

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

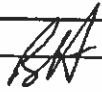
PREFERRED MEETING DATE REQUESTED: 3/9/10

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog



SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF FEBRUARY 23, 2010

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

PREFERRED MEETING DATE REQUESTED: MARCH 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 23RD DAY OF FEBRUARY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton gave the invocation and Commissioner Ingalsbe led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

26863 ADOPT A PROCLAMATION IN MEMORY OF U.S. ARMY CAPTAIN PAUL PENA

[T2-1400] Each member of the court gave their condolences and appreciation to Mrs. Pena and her son Paul Pena. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to adopt a Proclamation in Memory of U. S. Army Captain Paul Pena. All voting "Aye". MOTION PASSED

26864 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$824,216.11 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

26865 APPROVE COMMISSIONER COURT MINUTES OF FEBRUARY 16, 2010

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of February 16, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

26866 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH LOWDEN EXCAVATING, INC., IN THE AMOUNT OF \$38,000.00 FOR REPLACEMENT OF TURF AREAS AT FIVE MILE DAM PARK

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract with Lowden Excavating, Inc., in the amount of \$38,000 for replacement of turf areas at Five Mile Dam Park. All voting "Aye". MOTION PASSED

26867 AUTHORIZE INFORMATION TECHNOLOGY TO DISPOSE OF COMPUTER EQUIPMENT

Goodwill has expressed an interest in receiving computer equipment from the county and IT has stripped the equipment of useable parts – the equipment would be disposed as worthless pursuant to LGC 263.152 and sent to Goodwill for recycling. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize Information Technology to dispose of computer equipment as requested. All voting "Aye". MOTION PASSED

26868 AUTHORIZE RENEWAL OF BID #2008-B08 "ANNUAL ROAD STRIPING" FOR ONE ADDITIONAL YEAR AS PROVIDED IN ORIGINAL BID

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize Renewal of Bid #2008-B08 "Annual Road Striping" for one additional year as provided in original bid. All voting "Aye". MOTION PASSED



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26869 ACCEPT THE ANNUAL RACIAL PROFILING REPORT FROM RON HOOD, CONSTABLE PRECINCT 4

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept the Annual Racial Profiling Report from Ron Hood, Constable Precinct 4. All voting "Aye". MOTION PASSED

26870 ACCEPT DONATED FUNDS IN THE AMOUNT OF \$100.00 TO THE SHERIFF'S OFFICE AND DEPOSITED INTO LINE ITEM 052-618-00.4610

County Auditor Bill Herzog advised that the budget amendment for this item will be for revenue and expense. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept donated funds in the amount of \$100 to the Sheriff's Office and deposit it into line item 052-618-00.4610 (Contributions). All voting "Aye". MOTION PASSED

26871 RE-SUBDIVISION OF A 10.13 ACRE PORTION OF LAND, RIVER OAKS OF WIMBERLEY, UNIT 1, SECTION 2 [08-3-58, 3 LOTS] - HOLD PUBLIC HEARING AND APPROVE FINAL PLAT [T1-58]

Judge Sumter declared the public hearing open. David Glenn made public comment. The public hearing was closed. This 10.13 acre parcel is an unnumbered lot adjacent to Lot 25 Unit 2 Section 2 which is proposed to be divided into 3 new lots of 2, 4 & 4.124 acres in size. The original application for platting has been on file for over one year. Programs Manager of Development Services Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Conley, seconded by Commissioner Barton to approve final plat of Re-subdivision of a 10.13 acre portion of land, River Oaks of Wimberley Unit 1, Section 2. All voting "Aye". MOTION PASSED

26872 RE-PLAT OF LOTS 33 & 34 MUSTANG VALLEY SUBDIVISION SECTION 4 [10-3-3, 3 LOTS] - APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING ON MARCH 23, 2010 [T1-347]

Programs Manager of Development Services Clint Garza gave staff recommendation for preliminary plan approval. Jim McMeans made public comment. Discussion was had regarding water availability and need to look at the new development rules and possible moratorium regarding resubdivisions. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve preliminary plan and call for a public hearing on March 23, 2010 for Re-plat of lots 33 & 34 Mustang Valley Subdivision Section 4. All voting "Aye". MOTION PASSED

26873 DARLINGS HILL SUBDIVISION [9-3-36, 2 LOTS] APPROVE PRELIMINARY PLAN [T1-850]

Programs Manager of Development Services Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve preliminary plan of Darlings Hill Subdivision. All voting "Aye". MOTION PASSED

26874 DOWNSTREAM SUBDIVISION [9-4-31, 6 LOTS] - APPROVE PRELIMINARY PLAN [T1-902]

Programs Manager of Development Services Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve preliminary plan of Downstream Subdivision. All voting "Aye". MOTION PASSED

26875 POSTPONE ACTION TO REJECT OR ACCEPT CAMPO'S RECOMMENDATION FOR BOARD COMPOSITION [T1-983]

Jeff Mills (CAMPO Board Travis County Small Cities Representative) urged rejection of the recommended board composition. Judge Sumter spoke of the various options. There was concern over reducing the size of the board. Joe Cantalupo, CAMPO Executive Director, explained the various options. Small City representative would be deleted from the board - County Officials would represent those small cities. State representatives were deleted - Bastrop and Caldwell County representatives were added. A motion was made by Commissioner Barton, seconded by Commissioner Conley to table action regarding CAMPO's recommendation for Board Composition with action to be taken no sooner than three weeks from today and no later than the first week in April. All voting "Aye". MOTION PASSED



26876 APPROVE AN ADVANCE FUNDING AGREEMENT FOR HAYS COUNTY FOR THE FM 110 PROJECT [T1-2594]

Re: Local Transportation Project Advance Funding Agreement for a SAFETEA-LU Project (On State System). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve an Advance Funding Agreement for Hays County for the FM 110 Project. All voting "Aye". MOTION PASSED

26877 RE-APPOINT ANDREW CABLE TO THE ESD #7, ACCEPT RESIGNATION OF MARK EVANS AND APPOINT MIKE FLORIANI AS HIS REPLACEMENT ON THE BOARD

[T1-2687] A motion was made by Commissioner Conley, seconded by Commissioner Ford to re-appoint Andrew Cable to the ESD #7, accept resignation of Mark Evans, and appoint Mike Floriani as his replacement on the board. All voting "Aye". MOTION PASSED

26878 AUTHORIZE COUNTY JUDGE TO SIGN A DATA SHARING AGREEMENT WITH THE TEXAS WORKFORCE COMMISSION ALLOWING INTERESTED HAYS COUNTY CONSTABLES AS LAW ENFORCEMENT ENTITIES TO ACCESS INFORMATION CONTAINED IN UNEMPLOYMENT INSURANCE RECORDS TO AID THEM IN SERVING OUTSTANDING WARRANTS AND CITATIONS AND AMEND THE BUDGET ACCORDINGLY [T1-2727]

Constable Pct. 1 David Peterson spoke of the service that would be provided. Discussion was had regarding confidentiality. Discussion was had in regards to liability issues. To be funded from contract services in Constable Pct. 4 (\$400) and from community program expense line item (\$300) in Commissioner Pct. 1 budget. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize County Judge to sign a Data Sharing Agreement with the Texas Workforce Commission allowing interested Hays County Constables as Law Enforcement Entities to access information contained in unemployment insurance records to aid them in serving outstanding Warrants and Citations – contract to be for five months beginning May 2010 - and amend the budget accordingly. All voting "Aye". MOTION PASSED

26879 AUTHORIZE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROGERS DESIGN SERVICE FOR ADDITIONAL ENGINEERING AND SURVEYING ON MT. GAINOR ROAD [T2-1183]

A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize County Judge to execute a Professional Services Agreement with Rogers Design Service for additional Engineering and Surveying on Mr. Gainor Road. All voting "Aye". MOTION PASSED

26880 AUTHORIZE BROADDUS AND ASSOCIATES TO SELECT AND NEGOTIATE A BEST VALUE CONTRACT FOR RFP #2010-P03 (VOIP/BROADBAND) [T2-1]

Terry Whitman (Broadbuss & Associates) spoke of proposals for countywide communication system. IT Director Jeff McGill spoke of remote sites – current data network is unreliable in remote locations and the current data network has reached its bandwidth limitations in many locations. The proposed VoIP/Broadband solutions will result in lower monthly costs for phone system, resolve reliability and bandwidth issues, eliminate long distance charges between county offices, reduce long distance charges via preferred routing (Hays County to Austin exchange) and provide redundancy/survivability within the network. A motion was made by Judge Sumter, seconded by Commissioner Barton to authorize Broadbuss and Associates and/or Special Counsel Mark Kennedy to select and negotiate a best value Contract for RFP #2010-P03 (VOIP/BROADBAND). All voting "Aye". MOTION PASSED

26881 ACTION TO FORM A COMMITTEE TO EVALUATE THE CURRENT TRANSPORTATION SYSTEM OF THE COUNTY'S VETERANS ADMINISTRATION

[T2-1203] Commissioner Ingalsbe recommended members of the committee be: HR Dept., Grants Dept., Auditor's office, Legal Counsel, 1 end User, 1 member of the Task Force, VA Officer, and a member of the Commissioners Court (Commissioner Conley volunteered). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to form a Committee to evaluate the current transportation system of the County's Veterans Administration consisting of a representative from Human Resources Dept. Grants Department, Auditor's office, Legal Counsel, 1 end user, 1 member of the task force, VA Officer, and Commissioner Conley. All voting "Aye". MOTION PASSED



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EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING EXISTING AND/OR CONTEMPLATED LITIGATION RELATED TO CLAIMS BY JEANNE SCHAFER AND CHRISTOPHER YBARRA. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT [T2-1396]

Court convened into closed executive session at 1:55 p.m. and reconvened into open meeting at 2:25 p.m. No action taken.

26882 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ACQUISITION OF PROPERTIES RELATED TO COUNTY RIGHT OF WAY AND ROADWAYS WITH ACTION [T2-1339]

Court convened into closed executive session at 1:40 p.m. and reconvened into open meeting at 1:50 p.m. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize Commissioner Barton to make an administrative settlement offer of \$175,000 based on recommendation of our team and further that we find that this offer is reasonable, justified, and in the public interest of Hays County. This action involves Parcel #8 along IH35 (project limits are from FM2001 to FM1626 - property owner is Foulkrod Business Park Ltc. All voting "Aye". MOTION PASSED

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 [T2-731]

Terry Whitman (Broadus & Associates) gave an update of work being done on the government center - in the process of getting plat approved by City of San Marcos and various other meetings. Brenda Jenkins (Broadus & Associates) gave an update on the Law Enforcement Center construction and project-related costs.

Clerk's Note: Agenda Item #23 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED. No discussion and no action taken.

Clerk's Note: Agenda Item #24 RE: ADOPT A RESOLUTION APPROVING NOTICE OF PUBLIC MEETING REGARDING A BOND ISSUE BY ASCENSION HEALTH SENIOR CREDIT GROUP UNDER CHAPTER 1, SECTION 147 OF THE INTERNAL REVENUE was PULLED. No discussion and no action taken.

Court was adjourned.

I, LINDA C. FRITSCH, 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 FEBRUARY 23, 2010.



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



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept Sheriff's Office Racial Profiling Law Annual Report for 2009 in accordance with Texas Code of Criminal Procedure, Chapter 2.132(b)(6)&(7).

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ratliff

SPONSORED BY: SUMTER

SUMMARY: The report consists of statistical data collected by the Sheriff's Office as prescribed by statute of the calendar year of 2008. It is important to note that reporting requirements under the Texas CCP Chapter 2.134 have been exempted due to compliance with the provisions of the Texas CCP Chapter 2.135. In addition, the Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards as have been set forth by statute and recommended by the legislature.



Hays County Sheriff's Office

Tommy Ratliff, Sheriff

February 10, 2010

The Honorable Elizabeth Sumter
County Judge
Hays County Commissioners Court

The Honorable Elizabeth Sumter,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by statute for the calendar year of 2008. It is important to note that reporting requirements under the Texas CCP Chapter 2.134 have been exempted due to compliance with the provisions of the Texas CCP Chapter 2.135. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling (see attached). The policy is within the requisite standards as have been set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in black ink, appearing to read "T. Ratliff", written over a horizontal line.

Tommy Ratliff
Sheriff, Hays County

Hays County Sheriff's Office

Racial Profiling Law Annual Report for 2009

	January	February	March	April	May	June	July	August	September	October	November	December	Totals for YTD
Stops in which a citation was issued or an arrest made	447	407	467	481	344	374	292	272	320	285	239	207	4135

Arrest	17	9	6	11	9	2	4	5	9	8	7	8	95
Citation Issued	430	398	461	470	335	372	288	267	311	277	232	199	4040

Race	Asian	Black	Indian	Multiracial	Other	Pacific Islander	Refused	Unavailable	Hispanic	White
	1	19	0	0	46	0	0	1	106	274
	3	11	0	0	33	0	0	1	98	261
	1	17	0	0	49	0	0	0	111	289
	1	13	0	0	43	0	0	1	111	312
	0	13	0	0	32	0	0	0	105	194
	1	9	0	0	12	0	0	1	106	245
	0	8	0	0	5	0	0	1	81	197
	0	5	0	0	2	0	0	0	77	188
	0	11	0	0	1	0	0	1	78	229
	0	16	0	0	0	0	0	0	91	178
	0	5	0	0	2	0	0	0	66	166
	0	10	0	0	0	0	0	0	55	142
	7	137	0	0	225	0	0	6	1085	2675

Vehicle Search	5	3	5	7	3	6	8	2	6	4	6	8	63
Consent Given	0	1	3	5	2	5	3	1	3	4	4	8	39

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

AGENDA ITEM: This is a renewal agreement between Wimberley ISD and the Hays County Personal Health Department to provide for the use of the District's facilities in case of a public health emergency.

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

PREFERRED MEETING DATE REQUESTED: 03/09/2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

This renewal agreement allows the district and the PHD to collaborate in the event of a Public Health emergency and utilize school district facilities for the purpose of mass prophylaxis and or mass vaccination. This is a (5) year agreement starting 02/01/2010.

INTERLOCAL AGREEMENT BETWEEN WIMBERLEY INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY PERSONAL HEALTH DEPARTMENT

This Interlocal Agreement ("Agreement") is entered into between Wimberley Independent School District ("District") and Hays County Personal Health Department ("Department"). The District is an independent school district organized under Education Code Chapter 11. The Department is a local health department organized under Chapter 121 of the Health and Safety Code. This Agreement is governed by the Interlocal Cooperation Act, Government Code Chapter 791.

I. PURPOSE. Under a grant from the Texas Department of State Health Services, the Department is required to plan and prepare for a public health emergency that may result from natural or manmade causes. During such an emergency, it may be necessary to treat or immunize all or large numbers of persons in the area served by the District and the Department. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because (a) their locations are known to large numbers of individuals in the community, (b) they have large assembly areas, and (c) they have other necessary facilities, such as refrigeration and restrooms.

The Department has concluded that the District possesses facilities that qualify as locations for mass immunization or treatment in a public health emergency. The District desires to be as helpful as possible in the event of such an emergency and agrees to make its facilities available for purposes of mass immunization or treatment under the terms set forth below. The District and the Department have concluded that this contemplated use of school facilities constitutes a "governmental function" as defined in the Interlocal Cooperation Act.

II. PUBLIC HEALTH EMERGENCY. This agreement will go into effect only if:

- (a) the Commissioner of Public Health or the Local Health Authority declares that largescale immunization or treatment is necessary as a control measure for an outbreak of communicable or other disease; and
- (b) classes at the facility are either not scheduled or are cancelled.

III. OBLIGATIONS OF THE DEPARTMENT. The Department will:

- (a) supply or arrange for all equipment, vaccine, medicine and personnel necessary to administer vaccine or medication;
- (b) supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks except as described in Section N below;
- (c) be responsible for disposal of medical waste and disinfection of the facility following its use for the emergency and will provide written assurance from the Health Authority of its safety for use as a school facility following its use in a public health emergency;
- (d) be responsible for any damage to property belonging to the District as a result of its use during the public health emergency and, to the extent it can be determined, cost for utilities described in Section IV below in an amount that is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act and to be paid from current revenues available to the Department; and
- (e) be responsible for the acts and negligence of its employees or volunteers under state and federal law.

IV. OBLIGATIONS OF THE DISTRICT. The District will:

- (a) be responsible for allowing the use of the facility and all utilities (gas, electricity, water and telecommunications) normally associated with its use as a school facility;
- (b) be responsible for providing use of all rooms, fixtures and equipment existing at the facility that the Department regards as necessary for on-site use during the period of the emergency;
- (c) provide at least one person at the facility during the period of emergency use with access to rooms, fixtures and equipment described above; and
- (d) be responsible for the acts and negligence of its employees or volunteers under state and federal law.

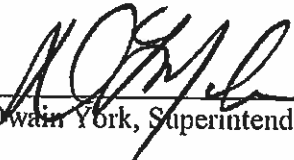
V. TERM. This Agreement becomes effective when approved by the governing bodies of the District and the Department. It may be cancelled by either party by giving thirty (30) days written notice to the other party; otherwise it remains in effect for five (5) years and may be renewed by mutual agreement.


VI. CONTACT PERSONS FOR THE DEPARTMENT. The following persons are designated the contact persons for the Department: Priscilla Hargraves, B.S., R.N., Director, and/or Chuck Chapman, RN, Emergency Preparedness Coordinator, Hays County Personal Health Department, 401A Broadway, San Marcos, TX 78666, Telephone 512/393-5520, fax 512/393-5530; emails: Priscilla_hargraves@co.hays.state.tx., chuck.chapman@co.hays.state.tx.

VII. CONTACT PERSONS FOR THE DISTRICT. The following persons are designated the contact persons for the District: Dwain York, Superintendent telephone 512-847-2414; fax 512-847-2142; email dyork@wimberley.txed.net:

EFFECTIVE on this 1st day of February 2010.

WIMBERLEY INDEPENDENT SCHOOL DISTRICT


By: Dwain York, Superintendent


Date

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

By: Liz Sumter, County Judge

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve the specifications for Bid #2010-B05 Cemetery and Kyle Log Cabin (Co-Wide) and authorize Purchasing to solicit for bid and advertise

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-5491

REQUESTED BY: Herzog/Borcherding

SPONSORED BY: Sumter

SUMMARY: see attached specifications

BID#2010-B05
Cemetery and Kyle Log Cabin
Maintenance

I. GENERAL CONDITIONS

- A. Bids are solicited for furnishing the services set forth in this Invitation For Bid (IFB). Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked with the bid number and opening date.
- B. Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Purchasing Office shall be the official time of receipt. Hays County does not accept faxed bids.
- C. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- D. The County is tax exempt; therefore tax shall not be included in this offer.
- E. The bidder agrees to furnish any and all items upon which prices are offered at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days.
- F. The County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of the County.
- G. Invoices shall be sent directly to the Hays County Auditor, Courthouse-Annex, San Marcos, Texas 78666, attention: Accounts Payable. Payments will be processed after notification that all services have been received satisfactorily and no unauthorized service has been received.
- H. Hays County terms of invoice are net 30 days from statement date.
- I. The bid award shall be based on, but not necessarily limited to, the following factors:
1. Total Price

2. Special needs and requirements of Hays County

3. Vendor's past performance record with Hays County

4. Reference

5. Hays County's evaluation of vendor's ability to provide services

J. If bid is accepted and approved by Commissioners' Court, this bid document becomes the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Department shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioner's Court approved change orders.

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

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

M. The successful bidder will be required to furnish proof of insurance for Workers' Comp (See TWCC Rule 110.110 attached) Auto Liability and General Liability before any work may begin.

N. The successful bidder expressly warrants that all service specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

O. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

P. Funds for payment have been provided through Hays County budget approved by the Commissioners' Court for the fiscal year only. State of Texas prohibits the obligation and

expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Hays County fiscal year shall be subject to budget approval.

II. SPECIFICATIONS

- A. Scope: The successful bidder agrees to provide cemetery/grounds maintenance as required in this IFB for the following locations:
1. San Pedro Cemetery, located on the corner of Posey Road and CR 266, approximately 5 acres
 2. Guadalupe Cemetery, located on Post Road, approximately 5 acres
 3. San Marcos/Blanco Cemetery, located on Post Road, approximately 10 acres
 4. Kyle Family Pioneer Cemetery, located on Post Road, approximately 1/2 acre
 5. Cemeterio Del Rio, San Marcos, located off FM 621 (Staples Road) approximately 4 acres
 6. Coronado Cemetery, Buda, located on Mathias Lane, approximately 2 acres
 7. Kyle-Claiborne log cabin, off Old Stagecoach Road, Kyle, Texas, approx. 3 acres

The contractor shall provide all labor, equipment, tools, materials, chemicals, supplies, supervision, incidentals, and other items or services necessary to perform maintenance of the cemetery or property. Maintenance is defined as mowing all areas within the property limits, trimming around graves, trimming along the interior and exterior of all fence lines, removing and disposing of dead vegetation, removing and disposing of deteriorated grave decorations, pickup and disposal of trash, garbage and litter, cutting of sprouted brush/saplings (3' diameter and less) as necessary or as pointed out by the County Representative. All cut brush and saplings shall be treated with an approved herbicide.

- B. During each maintenance cycle, new gravesites are to be cleared of rocks and other debris (flower arrangements, etc.) and the area raked smooth, adding soil and seeding as necessary to provide a smooth surface and grass growth. Winter seeding shall be un-hulled Bermuda; summer seeding shall be hulled Bermuda. Soil will be provided by the County and stockpiled at each cemetery site.
- C. The successful bidder shall remove and dispose of all fallen trees and/or limbs.
- D. A designated County Representative and the successful bidder shall tour properties a minimum of once every three (3) months to determine which saplings and brush, if any, are to be removed during the next maintenance cycle. The County Representative shall be notified two (2) days prior to work beginning on a maintenance cycle. This notification will include a schedule of when crews will be working at each site.

- E. Weeds in the gravel on gravesites shall be treated with an approved herbicide. All small trees, overgrown shrubs, or other plant material which germinates or is currently growing near headstones, curbs or other objects that could be damaged, shall be removed.
- F. The successful bidder shall furnish the County with a list of any and all herbicides proposed for use. The County shall have the authority to reject use of any herbicides it feels may cause damage to the environment. All herbicides will be applied by a licensed applicator.
- G. All sidewalks, drives, walkways, and any other concrete areas shall be edged either with approved herbicides, power equipment, or hand tools as directed by the County Representative.
- H. All soft stone headstones are to be trimmed with approved herbicides or hand tools as directed by the County Representative. No powered or motorized equipment will be used to trim around such headstones.
- I. Contractor caused damage to fences, gates, grave markers and other fixed objects shall be repaired at the expense of the successful bidder. Items not repaired or repaired improperly will be repaired by Hays County, with the costs deducted from the payment due to the successful bidder.
- J. Hays County will not be held liable for damage to contractor's equipment, tools, or vehicles that occurs during the performance of duties specified.
- K. The successful bidder shall be awarded a one (1) year contract with the County having the option to renew for three (3) additional one year periods. Refusal of either party to exercise this option to renew shall cause this contract to expire on the original expiration date.
- L. During the period of this contract, the successful bidder shall maintain at its expense, insurance with limits not less than those prescribed below:

Automobile Liability:

Bodily Injury (each person).....	\$250,000.00
Bodily Injury (each accident).....	\$500,000.00
Property Damage.....	\$100,000.00

General Liability:

Bodily Injury.....\$500,000.00
Property Damage.....\$100,000.00

Worker's Compensation.....Statutory

Additionally, the following is required of the successful bidder:

1. Name the County as additional insured.
2. Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
3. Provide the Purchasing Agent, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award.

M. Documentation: Bidder shall submit the following documents:

1. Certificate of Insurance (after award)
2. Three references (with bid)
4. Name, title and telephone number of company representative who may be contacted regarding performance deficiencies. (with bid)
5. Name and telephone number of the company representative who can be contacted regarding scheduling of work. (with bid)

N. A pre-bid conference is scheduled for all prospective bidders on **March 12th, 2010 at 2:00 p.m.** Pre-bid conference will be held at the Hays County Road Department office at 2171 Yarrington Road, San Marcos, Texas.

1. Bidders having questions concerning specifications should submit them in writing to the Purchasing Agent. Questions should be submitted not later than two (2) days prior to the date set

for the pre-bid conference so that appropriate information may be researched and made available during the pre-bid conference.

O. Bidder is responsible for familiarization with the work required prior to bidding. The bidder is encouraged to become familiar with, and take into consideration, site conditions which may affect the work.

P. After an initial clean up by the successful bidder, Hays County will require vendor to perform normal maintenance as directed by the County Representative. The County Representative may delete one or more sites from any cycle. During the season in which wildflowers bloom, the flowers shall not be mowed until the seeds have dropped or upon direction from the County Representative. The County will pay on a per cycle basis with deductions for sites skipped. Weather conditions and actual growth of grass will determine definite schedule, the actual number of cycles, and whether all sites will be maintained during a cycle. During the following months, maintenance shall be preformed one (1) week before the holidays listed or as directed by the County Representative:

- January, none specified
- February, none specified
- March, none specified
- April, Easter
- May, Mother's Day
- May, Memorial Day
- June, Father's Day
- July, Independence Day
- August, none specified
- September, Labor Day
- October, none specified
- November, Veteran's Day

December, Christmas

Bid Sheet

Bid Name: Cemetery and Kyle Log Cabin Maintenance

Due Date: **March 26th, 2010 at 2:00 p.m.**

Price for initial clean up (one full cycle of all sites combined): _____

Price for maintenance cycle for all sites combined: _____

Price for additional cuts (full cycle of all cemeteries): _____

Price deducted for skipping a site during a cycle:

1. San Pedro Cemetery _____
2. Guadalupe Cemetery _____
3. San Marcos/Blanco Cemetery _____
4. Kyle Family Pioneer Cemetery _____
5. Cimiterio Del Rio _____
6. Coronado Cemetery _____
7. Kyle-Claiborne Log Cabin _____

The undersigned affirms that he/she is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Vendor Name: _____

Representative's Name: _____

Mailing Address: _____

Phone # _____

Signature: _____

Email: _____

Hays County reserves the right to accept or reject any and all bids.

CONTRACT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on _____, 20__ award a contract to _____ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes. THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: _____
AUTHORIZED AGENT

BY _____
COUNTY JUDGE

ATTEST: _____
Linda Fritsche, Hays County Clerk

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:
_____ Does not own taxable property in Hays County.
_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Firm

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses..

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
137 Guadalupe Street
San Marcos, Texas 78666

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

--

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve the specifications for Bid #2010-B07 Mowing & Grounds Maintenance for the Dudley Johnson/ Randall Vetter Park and authorize Purchasing to solicit for bid and advertise

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: 140-700-00.5453

REQUESTED BY: Herzog/Pinnix

SPONSORED BY: Sumter

SUMMARY: see attached specifications

BID#2010-B07
MOWING AND GROUNDS MAINTENANCE
FOR DUDLEY JOHNSON/RANDALL VETTER PARK

HAYS COUNTY, TEXAS

1. GENERAL CONDITIONS

- 1.1 Bids are solicited for furnishing the services set forth in this invitation for bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked with the bid number and opening date.
- 1.2 Bids received in the Hays County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for late delivery of mail, carrier, etc. Time /date stamp clock in the Purchasing Office shall be the official time of receipt. **Hays County does not accept fax bids.**
- 1.3 Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- 1.4 The County is tax exempt; therefore tax shall not be included in this offer.
- 1.5 The bidder agrees if this bid is accepted, to furnish any and all services upon which prices are offered at the price(s) and upon the terms and conditions contained in the specifications. The period of acceptance of this bid will be sixty (60) calendar days unless a different period is noted by bidder.
- 1.6 The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
- 1.7 **INVOICES SHALL BE SENT DIRECTLY TO THE HAYS COUNTY AUDITOR'S OFFICE, ATTN: ACCOUNT PAYABLE, 111 E. SAN ANTONIO ST., SUITE 100, SAN MARCOS, TEXAS 78666. PAYMENTS WILL BE PROCESSED AFTER NOTIFICATION THAT ALL SERVICES HAVE BEEN RECEIVED SATISFACTORILY AND NO UNAUTHORIZED SERVICES HAVE BEEN RECEIVED.**
- 1.8 Hays County terms of invoice are net 30 days from invoice date.
- 1.9 The bid award shall be based on but necessarily limited to, the following factors;
 - 1.9.1 Price
 - 1.9.2 Special needs and requirements of Hays County
 - 1.9.3 Vendor's past performance record with Hays County
 - 1.9.4 Hays county's evaluation of vendor's ability
- 1.10 If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order or issuance of a purchase order issued by the Purchasing Office.

- 1.11 Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this invitation for bid. Bidders shall acknowledge receipt of all addenda.
- 1.12 Funds for payment have been provided through Hays County budget approved by the Commission and the Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Hays County fiscal year shall be subject to budget approval.
- 1.13 Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall be in no way construed as negating the basis for termination on non-performance.
- 1.14 This contract shall remain in effect until contract expires, delivery and acceptance of products and performance of services ordered or terminated by either party forty-five (45) day written notice prior to cancellation. Hays County reserves the right to award cancelled contract to next lowest and best bidder as deems to be in the best interest of the County.
- 1.15 Workers compensation insurance is required for any employees, agents, or subcontractors. Such insurance will provide applicable statutory workers compensation coverage pursuant to the Workers Compensation Act, State of Texas. Proof of workers compensation, Automobile liability and general liability must be provided with bid response. The successful bidder will not commence any portion of the work under this contract until all required insurance coverage has been approved by and filed with the Hays County Purchasing Office.
- 1.16 The successful bidder is responsible for notifying the Purchasing Office in writing by certified mail or personal delivery within ten (10) days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.17 The contractor will indemnify, save harmless and exempt Hays County and all its officers, agents and employees from and against any and all suits, actions, or other claims on account of any injury to persons or damages received or sustained by any person, persons, or property on account of any negligent or fault of the successful bidder, or any agent, employee, subcontractor or supplier in execution of contract or performance under any contract which may arise from bid award. Successful bidder shall pay any judgment with cost, which may be obtained against Hays County growing out of such injury or damages.

2. SPECIFICATIONS

- 2.1 Hays County is soliciting bids for the mowing of grounds, Dudley Johnson and Randall Vetter Park. Prices shall not be increased during the term of the contract. The successful bidder shall furnish all

- labor, materials, equipment, tools and supervision necessary, and coordinate all portions of the work required to maintain the grounds in a safe, clean, attractive condition.
- 2.2 May through September, the Dudley Johnson and Randall Vetter Park area shall be mowed every two weeks during the weekdays only. No weekend mowing during these months. During the winter months the contractor will be on an as needed basis. Hays County will call contractor during these months and arrange for mowing services.
 - 2.3 Services to be provided are: mowing, edging and trimming of all turf areas. General site clean up, litter collection and disposal, removal and disposal of all trash in the trash receptacles, to an on site dumpster. Weed eating along all fence lines and easements. Debris removal, consisting of leaves, grass clippings, sticks, fallen limbs, mowed debris on sidewalks, parking lots, and park structures by relocating with blowers.
 - 2.4 Successful bidder will be required to furnish to the Purchasing Office certificates of insurance for all liability, general liability and workmen's compensation prior to start up of work. See TWCC Rule 110.110 attached.
 - 2.5 All bidders or a designated representative **must attend a pre-bid conference** to be held **March 12th 2010 at 10:00 a.m.** beginning at Dudley Johnson/Randall Vetter Park located on County Rd 136, 44 Old Stagecoach Rd. This is to familiarize all bidders further with the scope of work. Bid sheets will need to be returned to Hays County Purchasing, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. Bidders are required to attend and sign in at the pre-bid conference.
 - 2.6 **Mowers** shall be adjusted for a cutting height agreed upon by service provider and contract representative.
 - 2.7 **Extra services not included:** All services not covered under this contract shall be considered "extra services" and will be charged for separately according to the nature of the scope of work. The consent and authorization of the Parks and Recreation Department or their authorized representative must be obtained prior to the performance or installation of such "extra services" items and prior to purchasing any chargeable materials or services.
 - 2.8 **Equipment/Supplies required:** A wide variety of equipment is needed to perform all required tasks. The bidder must submit a complete list of equipment, by make and model, along with the bid as evidence to determine whether or not the bidder can adequately perform all of the necessary work. All equipment the contractor provides should be functional, safe, and in good condition.
 - 2.9 **Damages:** Park facilities and plants that are damaged due to the cause of the contractor will be repaired or replaced at the contractor's expense. Failure to make repairs will be cause for delay of payment. Persistent damages will be cause for termination of the contract.
 - 2.10 **Inclement weather:** The contractor will make every effort to reschedule landscape services during periods of inclement weather. Scheduling shall be coordinated with the County's contract representative. The contractor will bill for actual work and will deduct the value of services not rendered due to inclement weather or other reasons.

- 2.11 **Completion Reports:** The contractor must submit reports of work completed to the County's contract representative. The contractor may use any format to report these services as long as the report includes the following information: what specific services were accomplished, where these services were specifically accomplished, and when these services were accomplished.
- 2.12 **Failure to provide services:** The County's contract representative may deduct from the invoices the value of services not provided. Repeated billing for services not provided or failure to provide services may be cause for termination of the contract.
- 2.13 **Turf mowing:** Mowing will be conducted every two weeks during the growing season and on an as needed basis during the dormant season.
- 2.14 **Edging:** around picnic shelter pads, curb lines, and other concrete areas around which turf grass, or weeds can grow will need to be weed eaten. Turf grass, rye grass, or weeds which can not be removed with weed-eater must be removed by hand.
- 2.15 **Litter Removal:** litter is defined as any undesired article of waste material located at the site, including but not limited to; paper, glass, bottle caps, cigarette butts, lumber, etc. Collected litter must be disposed of in any of the park dumpsters. All litter on all park grounds (turf, parking lots, courts, playgrounds, fields) must be completely removed and disposed of prior to each mowing service.
- 2.16 **Trash removal:** trash is the refuse that has been placed in any of the many waste receptacles at the parks. Collected trash and litter may be disposed of in the park dumpster.
- 2.17 **Debris removal:** debris is defined as organic plant material such as leaves, grass clippings, sticks, fallen limbs, etc. Mowed debris (not litter) must be removed from sidewalks, trails, parking lots, park roadways, and park structures by relocating with blowers into the turf areas on the same day of mowing according to the frequency schedule.
- 2.18 **Tree Maintenance:** a one-time annual pruning and maintenance service is required of all trees. Bidders are required to provide a per-hour rate for tree maintenance services not covered in the one-time annual pruning services.
- 2.19 **Pruning:** the bidder must make an initial inspection of all trees in all lands that fall under this contract to assess pruning needs based on the requirements in this contract. All trees will be pruned once per year during the month of January. The contractor must strictly follow proper pruning techniques, to remove water sprouts, to remove low-growing branches (branches that rub together or that pose a long-term health hazard for the tree), and to remove damaged branches (branches can be damaged by storms, wind, people, animals, etc.). Any tree must not be pruned of more than one quarter of its existing growth per year, except for safety hazards.
- 2.20 **Safety hazards:** any limbs of trees that pose a safety hazard must be removed immediately and properly disposed of despite the month of year. **No tree will be removed without the authorization of the county's contract representative.**

3. TERMS

- 3.1 Bidders should carefully examine all terms, conditions, and specifications. Should a bidder find discrepancies in or omissions from the specifications or other documents, or should there be doubt to their meaning, the buyer should be notified immediately for clarification prior to submitting a bid.
- 3.2 The term of the contract shall be for one (1) year with an option to renew for three (3) additional years as long as both parties are in agreement.
- 3.3 This contract may be terminated by Hays County, at its option, upon forty five (45) days notice in writing, if the performance of services fails to conform to the standards set forth herein and services under this contract do not conform to the requirements detailed herein.
- 3.4 Periodic payments will be made within 30 days of successful and satisfactory delivery of service and presentation of invoice, conditioned on acceptance of the county and in accordance with all conditions and requirements as detailed.
- 3.5 Invoices submitted for payment should be addressed to the Hays County Auditors Office, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666 and should reference the Hays County approved purchase order number issued.

BIDDERS CONTACT:

Jerry Pinnix
Parks Administrator
jpinnix@co.hays.tx.us
512-393-2212

Andrea Soto
Purchasing Specialist
andrea_soto@co.hays.tx.us
512-393-2271

- 3.6 The contractor shall carry and maintain comprehensive general insurance, including contractual liability and comprehensive automobile liability insurance that meets the requirements of the State of Texas. The County of Hays shall be named as an additional insured. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

Comprehensive general liability insurance, including contractual liability:

Bodily injury and accidental death	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence

Comprehensive automobile liability insurance:

Personal injury and accidental	\$1,000,000 per occurrence
--------------------------------	----------------------------

Property damage

\$ 500,000 per occurrence

- 3.7 The bidder shall maintain during the life of this contract complete worker's compensation and employee's liability insurance in accordance with State of Texas laws and regulations.

**BID#2010-BO7
MOWING AND GROUNDS MAINTENANCE
FOR DUDLEY JOHNSON/RANDALL VETTER PARK**

HAYS COUNTY

BID SHEET

BID DUE: MARCH 25, 2010 NO LATER THAN 2:00 P.M.

DUDLEY JOHNSON and RANDALL VETTER PARK

PRICE PER CUT: \$ _____

PRICE PER HOUR RATE FOR ONE-TIME ANNUAL PRUING: \$ _____

PRICE PER "EXTRA SERVICES" PER MAN HOUR: \$ _____

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the opening of this bid.

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

REPS NAME (PRINTED) _____

REPS SIGNATURE _____

PHONE _____ FAX _____

Hays County reserves the right to accept or reject any and all bids.

CONTRACT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on _____, 20__ award a contract to _____
(Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: _____

BY: _____

AUTHORIZED AGENT

COUNTY JUDGE

ATTEST: _____

Linda Fritsche, Hays County Clerk

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:
_____ Does not own taxable property in Hays County.
_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Firm

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses..

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
137 Guadalupe Street
San Marcos, Texas 78666

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:

This is a renewal agreement between San Marcos CISD and the Personal Health Department (PHD) to provide for the use of the District's facilities in case of a public health emergency.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

This renewal agreement allows the district and the PHD to collaborate in the event of a Public Health emergency and utilize school district facilities for the purpose of mass prophylaxis and/or mass vaccination. This is a three (3) year agreement starting 02/01/2010 and renewable by mutual agreement.

INTERLOCAL AGREEMENT BETWEEN SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY PERSONAL HEALTH DEPARTMENT

This Interlocal Agreement ("Agreement") is entered into between San Marcos Consolidated Independent School District ("District") and Hays County Personal Health Department ("Department"). The District is a public independent school district organized under Education Code Chapter 11. The Department is a local health department organized under Chapter 121 of the Health and Safety Code. The powers, duties and responsibilities of the Commissioner of Public Health and of the Local Health Authority are as defined in the Health and Safety Code. This Agreement is governed by the Interlocal Cooperation Act, Government Code Chapter 791.

I. PURPOSE. Under a grant from the Texas Department of State Health Services, the Department is required to plan and prepare for a public health emergency that may result from natural or manmade causes. During such an emergency, it may be necessary to treat or immunize all or large numbers of persons in the area served by the District and the Department. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because (a) their locations are known to large numbers of individuals in the community, (b) they have large assembly areas, and (c) they have other necessary facilities, such as refrigeration and restrooms.

The Department has concluded that the District possesses facilities that qualify as locations for mass immunization or treatment in a public health emergency. The District desires to provide as much assistance as possible in the event of such an emergency and agrees to make its facilities available for purposes of mass immunization or treatment under the terms set forth below. The District and the Department have concluded that this contemplated use of school facilities constitutes a "governmental function" as defined in the Interlocal Cooperation Act.

II. PUBLIC HEALTH EMERGENCY. The obligations under this agreement will go into effect only if:

(a) the Commissioner of Education, the Commissioner of Public Health, the Local Health Authority, the District, or the Department declares that large-scale immunization or treatment is necessary as a control measure for an outbreak of communicable or other disease; and

(b) classes at the facility are either not scheduled, are cancelled, or a facility is otherwise made available for use by mutual agreement by the parties to this Agreement.

III. OBLIGATIONS OF THE DEPARTMENT. The Department will:

(a) supply or arrange for all equipment, vaccine, medicine and personnel necessary to administer vaccine or medication, except as described in Section IV below;

(b) supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks, except as described in Section IV below;

(c) be responsible for disposal of medical waste and disinfection of the facility following its use for the emergency and will provide written assurance from the Health Authority of its safety for use as a school facility following its use in a public health emergency;

(d) be responsible for any damage to property belonging to the District as a result of its use during the public health emergency and, to the extent it can be determined, cost for utilities described in Section IV below in an amount that is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act and to be paid from current revenues available to the Department;

(e) be responsible for the acts and negligence of its employees or volunteers to the extent permitted by state and federal law; and

(d) appropriate sufficient revenues to pay its obligations under this Agreement.

IV. OBLIGATIONS OF THE DISTRICT. The District will:

(a) allow the use of its available facility and all utilities (gas, electricity, water and telecommunications) normally associated with its use as a school facility;

(b) provide use of all rooms, fixtures and equipment existing at the facility that the Department regards as necessary for on-site use during the period of the emergency;

(c) provide at least one staff member at the facility during the period of emergency use with access to rooms, fixtures, and equipment described above;

(d) provide nursing, clerical, administrative; and other personnel as mutually agreed to by the District and the Department; and

(e) be responsible for the acts and negligence of its employees or volunteers to the extent permitted by state and federal law.

V. The District and the Department agree and acknowledge that they do not intend to participate or form a joint enterprise by their participation or performance under this Agreement. The District will only perform the obligations set forth herein and will not have an equal right of control of the Department's obligations set forth herein.

VI. TERM.

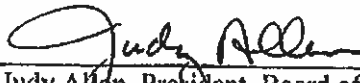
This Agreement becomes effective when approved by the governing bodies of the District and the Department. It may be cancelled by either party by giving thirty (30) days written notice to the other party; otherwise it remains in effect for three (3) years and may be renewed by mutual agreement.

VII. CONTACT PERSONS FOR THE DEPARTMENT. The following person is designated the contact persons for the Department: Priscilla Hargraves, B.S., R.N., Director, Hays County Personal Health Department, 401-A Broadway, San Marcos, TX 78666, telephone (512) 393-5520, fax (512) 393-5530; email priscilla_hargraves@co.hayes.tx.us.

VIII. CONTACT PERSONS FOR THE DISTRICT. The following person is designated the contact persons for the District: Michael D. Abild, Assistant Superintendent for Business & Support Services, 501 S. LBJ Drive, San Marcos, Texas, 78667-1087, telephone (512) 393-6748, fax (512) 393-6787, e-mail michael.abild@smcisd.net.

ENTERED on this 1st day of February, 2009.

SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By 
Judy Allen, President, Board of Trustees

HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

By _____
Liz Sumter, County Judge

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: Accept the annual Racial Profiling Report from David Peterson, Constable Precinct 1

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Constable Peterson

SPONSORED BY: Ingalsbe

SUMMARY: In accordance with the Texas Racial Profiling Law (SB 1074) please see attached summary report



David L. Peterson
Hays County Constable Pct. 1

111 E. San Antonio St*Suite 104*San Marcos, TX 78666*(512)393-7730

Annual report to the HAYS COUNTY COMMISSIONERS COURT and TCLEOSE for the Calendar year 2008, in compliance with S.B. 1074-76th regular session of the Texas Legislature amended by H. B 3389 81st regular session.

(Racial Profiling Report)

Race/Ethnicity*	Contacts	Searches	Consensual Searches	Probable Cause Searches	Custodial Arrest*
Number of Each	0	0	0	0	0
Caucasian	0	0	0	0	0
African	0	0	0	0	0
Hispanic	0	0	0	0	0
Asian	0	0	0	0	0
Native American	0	0	0	0	0
Middle Eastern	0	0	0	0	0
Other	0	0	0	0	0
Total	0	0	0	0	0

*Race/Ethnicity is defined by Senate Bill 1074 as being of a "particular descent, including: Caucasian, African, Hispanic, Asian, Middle Eastern descent or Native American."

*Custodial Arrests are made only at a traffic or pedestrian stop. They do not include arrest made by warrants or court orders or criminal investigations.

Number of males 0 Females 0

Racial/Ethnicity Known before the Stop 0

This is a new requirement as of January 2010

The above information pertains to traffic and pedestrian stops only.

Submitted on _____, 2010 by: _____
 Constable

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
808	McGregor Lane	Electric Cable
806	Monte Drive	Water Line

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 806

Application Date: 2/14/2010

Commissioner Court Approval Date: 3/9/2010

Company Name: **GOFORTH WATER SUPPLY CORP**
Company Address: 8900 NIEDERWALD STRASSE
NIEDERWALD, TX, 78640

Company Phone: NIEDERWALD, TX, 78640

Company Contact: Mario Tobias (Oper. Manager)

Type of Utility: **WATER LINE**

Road Name: Monte Dr.

Subdivision: Kia Vista

Pct #: 2

Specs: Road bore for a waterline sevice, under Monte Dr. In Kia Vista Subdivision

**County Provisions: Line to be Bore & Case; Line to Maintaln a minimum of 36 inches in depth;
Bore Pits to be Compacted to 95% Compaction; Traffic Control Required; Notify Hays County
24 hours prior to Construction.**

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

To The Hays County Road Department
c/o Permits and Inspections
401 North Rebel Drive
P.O. Box 1180
Kyle, Texas 78640

Date: 8/14/2010

Formal notice is hereby given that
Company proposes to place a
line within the right-of-way of
as follows: (give location, length, general design, etc.)

Coburn Special Utility District
Road Base in Kie-Vista Subdivision
Ref to map

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way un-
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," "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with 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 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 right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cut, 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 1 day of March, 2010

General Special Provisions:

n/a

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 Coburn Special Utility District

Title General Manager

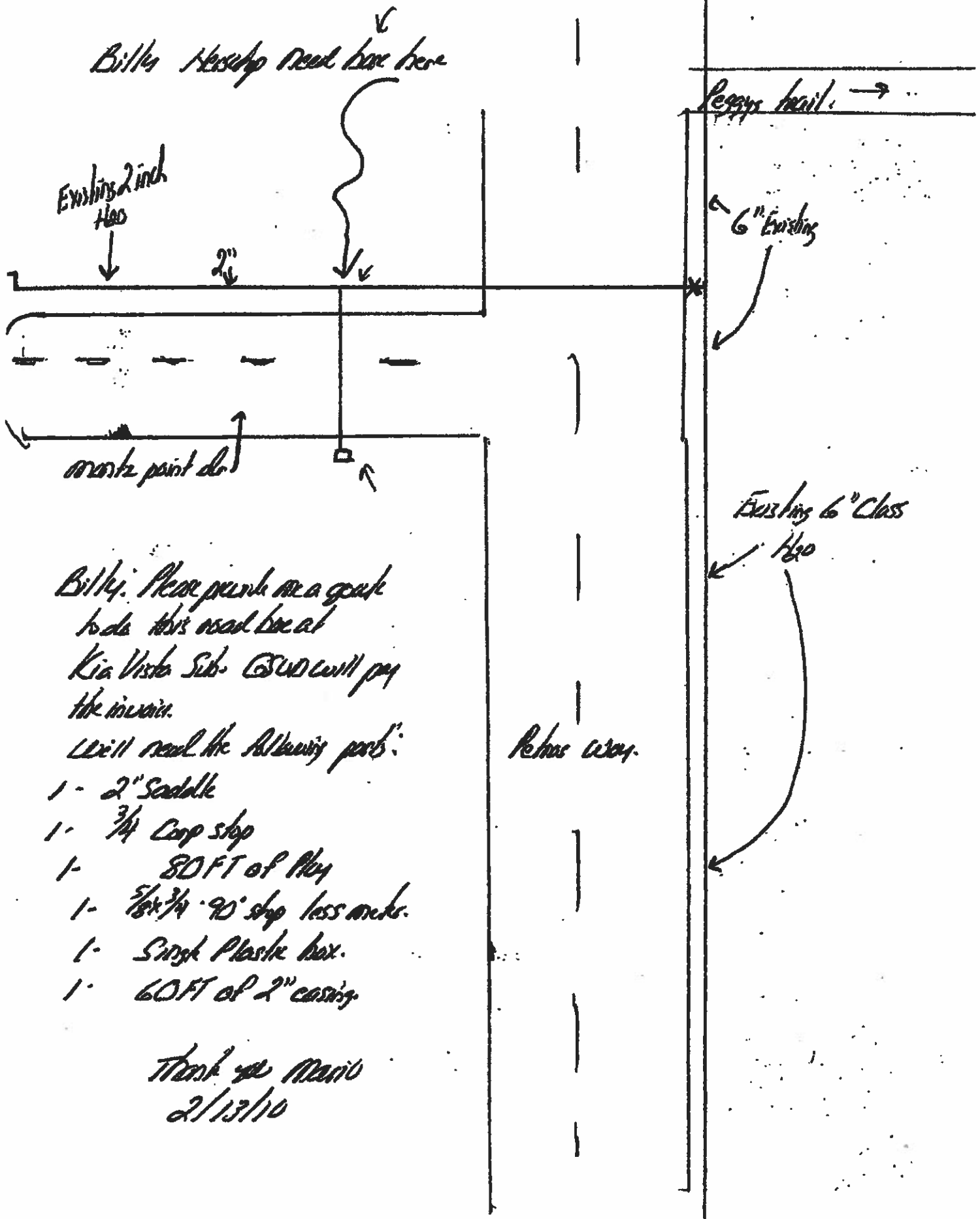
By (Print) Marino Tobias

Address 840 Dickman Rd. Stone

Signature Marino Tobias

Phone No. 512-644-4446 41640

Marino cell 3

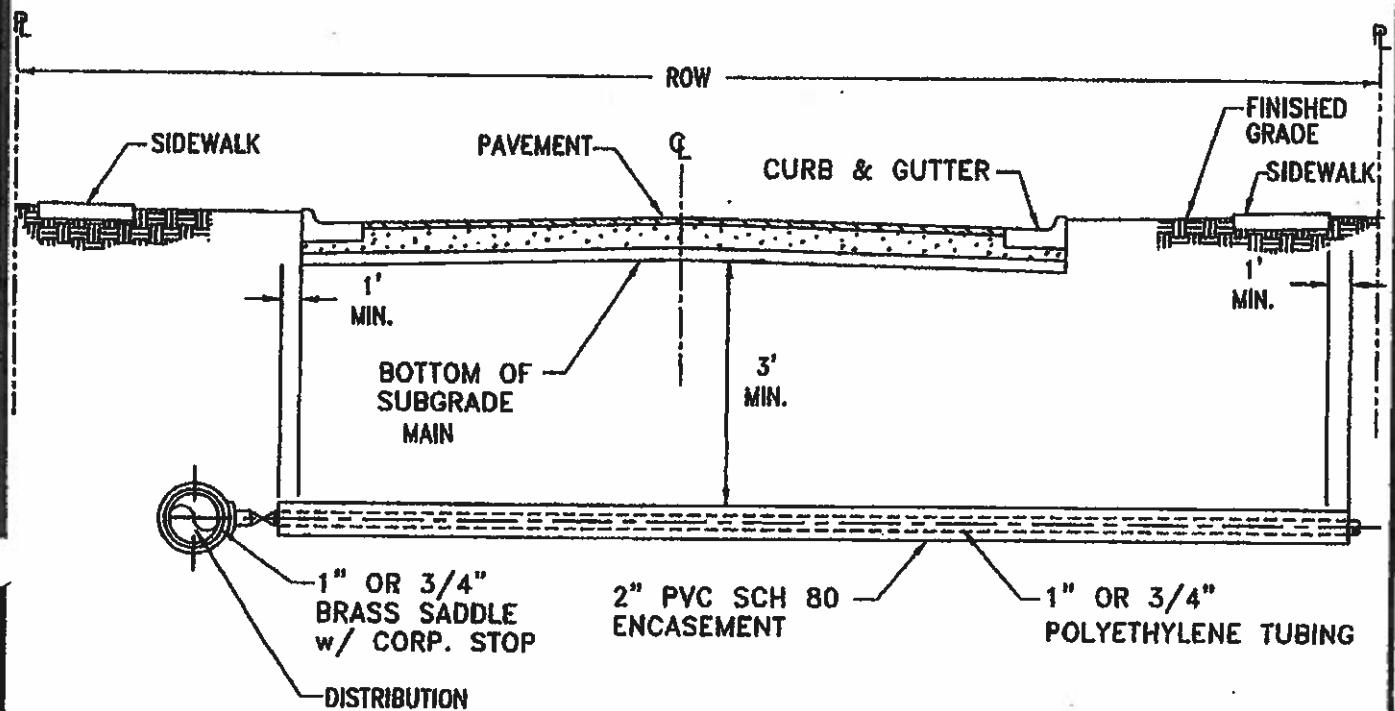


Billy: Please provide me a quote
to do this road here at
Kia Vista Sub. GSD will pay
the invoice.

We'll need the following parts:

- 1 - 2" Saddle
- 1 - $\frac{3}{4}$ " Corp stop
- 1 - 80 FT of Poly
- 1 - $\frac{5}{8} \times \frac{3}{4}$ " 90° stop less miter.
- 1 - Single Plastic box.
- 1 - 60 FT of 2" casing.

Thank you Mario
2/13/10



BORING & ENCASEMENT DETAILS-URBAN



Richard C. Collins
5-6-04

METER SERVICE DETAIL

SCALE : NONE

REV. DATE : 2/04

GOFORTH W.S.C.

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 808

Application Date: 3/2/2010

Commissioner Court Approval Date: 3/9/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**

Company Address: P O BOX 1

JOHNSON CITY, TX 78636

Company Phone: JOHNSON CITY, TX 78636

Company Contact: RODNEY HARTMANN

Type of Utility: AERIAL/BURIED ELECT CABLE

Road Name: McGREGOR LANE

Subdivision: DEADMANS GRATTA

Pct #: 4

Specs: **Underground electrical from private property to power pole.**

County Provisions: .

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

Date: 03/02/2010

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

Formal notice is hereby given that Pedernales Electric
Company proposes to place a primary underground electric line
line within the right-of-way of McGregor Lane
as follows: (give location, length, general design, etc.)
Install primary underground electric line from existing pole one foot inside road right of way
at 9000 McGregor Road

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 10th day of March, 2010.

General Special Provisions:

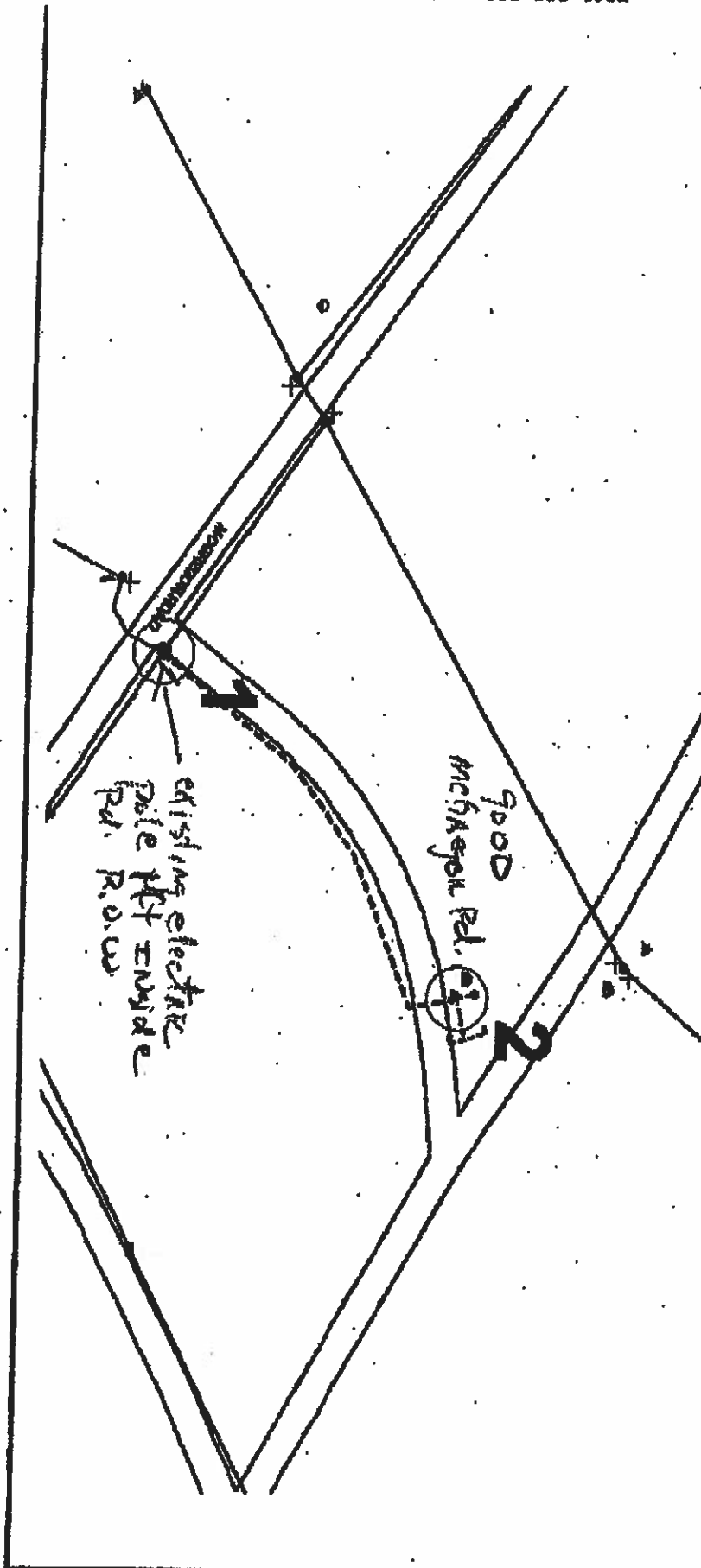
By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric CooperativeTitle District Engineering SupervisorBy (Print) Rodney HartmannAddress P O Box 1Signature Rodney HartmannJohnson City, Texas 78636Phone (888) 554-4732 Ext 7126



Pedernales Electric Cooperative

Last Modified By: <slasmod@pedco.tx>

CONSTRUCTION PACKET - MAP SKETCH
Last Modified Time: <slasmod@pedco.tx>

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 February, 2010

TYPE OF ITEM: Consent

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Yolanda Sanchez, Office Manager, Hays County Development Services

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 February, 2010

HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

February 2010

In accordance with Sections 701.08.01(B)(2) and 711.03.01(B)(2) of the Hays County Development Regulations, the following Development Authorizations have been issued by the Department based upon and under the authority delegated it by the Commissioners Court.

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	2009-401	TAURINO DIEGO	2/1/2010	133 B W FITZHUGH ROAD	N	PV	O	O	SPRAY	MH	4
	2010-21	MARK SMITH	02/01/10	711 MCCARTY LANE	N	PV	O	O	SPRAY	SF	3
	2010-24	LORE DROTT	02/01/10	RIVER MOUNTAIN RANCH LOT 646 SEC 6	N	RW	O	O	SPRAY	SF	4
LI	2009-380	KEN REED	02/02/10	WOODCREEK LOT 33-34 SEC 8	N	PB	O	O	SPRAY	SF	3
	2010-26	TOM CRAWFORD	02/08/10	FREEDOM ACRES LOT 2 BLK A	N	PV	O	O	SPRAY	SF	4
	2010-18	ESTATE OF LOISE WESSENDORFF	02/08/10	3600 B HORTON PRIESS ROAD	N	PV	O	O	STANDARD	SF	3
	2010-15	GLEN HUMPHREYS	02/09/10	12330 HWY 290 WEST	N	PV	O	O	SPRAY	SF	4
	2009-429	DOMINGO ROBLEDO	02/09/10	ROLLING HILLS ESTATES LOT 25 BLK 3 SEC 1	N		O	O	SPRAY	SF	2
LI	2009-36	CHASE & SUMMER CAIN	02/09/10	HILLSIDE TERRACE BLK 3 LOT 5	N	PB	O	O	SPRAY	SF	2
	2010-28	MARION ROBERTS	02/12/10	ROBERTS CORNER LOT 3	N	PV	O	O	STANDARD	SF	4
	2010-38	GUADALUPE CASTILLO	02/16/10	GREEN PASTURES LOT 4 BLK 17 SEC 3	N	PB	O	O	SPRAY	MH	2
LI	2010-48	ANDREW GAMEZ	02/16/10	LEISUREWOOD LOT 1 BLK A SEC 3	N	PB	O	O	SPRAY	SF	2
	2010-40	JEAN PORTER	02/16/10	2722 BARTON SKYWAY AUSTIN TX 78704	N	PV	O	O	SPRAY	SF	4

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCHI/O	SYSTEM	DEV TYPE	PCT.#
	2009-139	BOB SHELDON	02/18/10	1531 CO RD 165	N	PV	O	O	SPRAY	SF	4
	2010-33	ROBERT & MARIA WILKES	02/16/10	201 LEDGEROCK ROAD WIMBERLEY TX 78676	N	PV	O	O	STANDARD	SF	3
	2010-35	CHARLES ROGERS	02/23/10	DEADMAN'S GROTTTO LOT 7	N	PB	O	O	SPRAY	SF	4
	2010-50	P&C DUNHAM, INC.	02/24/10	OLD WEST TRAIL LOT 9	N	PB	O	O	SPRAY	SF	2
	1999-1107	FILEMON MARTINEZ	02/25/10	GREEN PASTURES LOT 7 BLK 15 SEC 3	N	PB	O	O	SPRAY	SF	2
	2009-201	JOHN LEWIS	02/26/10	ELLIOTT RANCH LOT 6 BLK A PH-4	N	PB	O	O	SPRAY	SF	2
	2010-54	RICHARD JOHNSON	02/26/10	COVES OF CIMARRON LOT 26 BLK H	N	PB	O	O	SPRAY	SF	2

LEGEND:

N/E	New or Existing Development	CO	Commercial
PB/PV	Public or Private Facility	SF	Single Family
FPI/O	In or Out of a Floodplain	NSF	Non-Single Family
RCHI/O	In or Out of a Recharge Zone	MH	Mobile Home
SYSTEM	Type of System		
DEV TYPE	Type of Development		
PCT #	Precinct Number		

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve specifications for Bid #2010-B06 "Cedar Oaks Mesa W.S.C. 100,000 Gallon Ground Storage Tank" and authorize purchasing to solicit for bid and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog/Soto/Hauff

SPONSORED BY: Conley

SUMMARY:

On December 15, 2009 the Commissioners Court approved a contract with Hejl, Lee & Associates, Inc. for engineering services associated with the Cedar Oak Mesa Water System Improvement Project, Phase II. Project elements include the installation of a new 100,000 ground-level water storage tank and associated appurtenances within the Cedar Oak Mesa Water Supply Corporation service area near Wimberley. Plans and specifications have been prepared for the project and are available in the Hays County Purchasing Office for review. Bids are scheduled to be opened on April 1, 2010. This project has been funded through a grant from the Texas Department of Rural Affairs and local matching funds from the Cedar Oak Mesa W.S.C.

Advertisement and Invitation for Bids for Construction

HAYS COUNTY, TEXAS will receive bids for Proposed Hays County Cedar Oaks Mesa W.S.C. 100,000 Gallon Ground Storage Tank, Hays County, Texas (TCDP # R729240) (Hays County IFB # 2010-B06) until **02: 00 p.m. local time, Thursday, April 01 , 2010**, at the Hays County Courthouse, 111 E. San Antonio St., Suite 101 (Attn: **Ms. Cindy Maiorka, Purchasing Agent**) San Marcos, Texas 78666. The bids will be publicly opened and read aloud at that time in **Suite 301, Commissioners Court Meeting Room**.

A pre-bid meeting will be conducted at the site on **Monday, March 22, 2010 at 03:00 p.m.** Attendance is encouraged but not mandatory.

Bids are invited for the several items and quantities of work as follows:

Installation of a 100,000 gallon welded steel ground storage tank connected to the existing water system, associated pipes, valves, and other miscellaneous appurtenances to complete the project.

Bid/Contract Documents including Drawings and Technical Specifications are on file at the office of the Engineer, HEJL, LEE & ASSOCIATES, INC., 321 Ed Schmidt Blvd., Suite 100, Hutto, Texas 78634 (phone 512-642-3292).

Copies of the Bid Documents and plans may be obtained by depositing **\$75.00 (non-refundable)** with the Engineer for each set of documents obtained.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted for the "Buy American" certified bid. A certified check or bank draft payable to **HAYS COUNTY** or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond. The uncertified bid does not require a surety.

Attention is called to the fact that not less than the federally determined prevailing (David-Bacon) wage rate, as issued by the Texas Department of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

HAYS COUNTY, TEXAS reserves the right to reject any or all bids or to waive any informality in the bidding.

This project is being funded by the Texas Community Development Block Grant (TxCDBG) American Recovery and Reinvestment Act of 2009 (ARRA) program. The ARRA funds include a "Buy American" bid which must be certified and an uncertified bid. Section 3 of the Special Provisions includes Exhibit F which explains the "Buy American" requirements.

Bids may be held by the **HAYS COUNTY** for a period not to exceed **60 days** from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

HAYS COUNTY will require a "separate contract" that separates labor and other services from the tangible personal property that will be purchased by the contractor for use in the project. This requirement is in response to Section 14.07 of 1 House Bill 11 regarding the application of the Sales Tax to government construction contracts.

Hays County
(Name of locality)

Liz Sumter, County Judge
(Contracting officer, title)

March, 2010
(Date)

All contractors/subcontractors which are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

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 ratify submission of the grant application to the Office of the Governor's, Criminal Justice Division for the Hays County Constable's Office Precinct One for In-Car Camera pilot project in the amount up to \$15,71700.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Peterson/Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

The Constable's Office is requesting grant funding to purchase three (3) digital in-car camera systems. The cameras are invaluable equipment when it comes to interacting with a suspect(s) that involves serving warrants, restraining order or any other type of service required by law. At this time, the constable's office is taking a risk every time they make traffic stop, or serve warrants on defendants without any type of back-up that can document the situation as it occurred. The liability and safety for the both the Deputies and the community are a major concern for the Constable's office. No matching funds are required for this grant. Submission of the grant application is done electronically.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on March 23, 2010 to establish traffic regulations on Hillside Terrace Rd, CR 133.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Barton

SUMMARY:

To establish: stop signs for a 4-way stop on Hillside Terrace Rd at Old Goforth Rd & Tori Dr, and to establish a speed limit of 30 MPH on Hillside Terrace Rd, CR 133.

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:

Budget Amendment needed for JP5 office to transfer funds from time payment expense to continuing education.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$600.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-630-00.5551

REQUESTED BY: Scott Cary

SPONSORED BY: Liz Sumter

SUMMARY: This amendment is needed to cover expenses for Judge Cary's eviction workshop as well as other trainings scheduled throughout the year. Judge Cary is a new Judge and has two new clerks in his office who all require mandatory training which was not budgeted for.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve JP5 office to transfer funds from time payment expense to continuing education and amend the budget according

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$600.00

LINE ITEM NUMBER: 001-630-00.5551

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS: I recommend that the Court allow those offices that have time payment funds to transfer funds to any line item they wish with the exception of Salaries. Those funds, by statute, are allowed to be spent at the Office's discretion. We can handle those budget amendments within the Auditor's office.

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 transfer of funds in the amount of \$1,000.00 from Contract Services to Continuing Ed all within the Emergency Preparedness grant.

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

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

PREFERRED MEETING DATE REQUESTED: 03/09/10

AMOUNT REQUIRED: \$1,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 120-675-99-023.5448 to 120-675-99-023.5551

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

Transfer of funds within the Emergency Preparedness Grant is necessary to cover expenses for continuing education. Funds will be transferred from 120.675.99.023.5448 to 120.675.99.023.5551.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize transfer of funds in the amount of \$1,000.00 from Contract Services to Continuing Ed all within the Emergency Preparedness grant.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1,000.00

LINE ITEM NUMBER: Transfer from 120-675-99-023.5448 to 120-675-99-023.5551

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

GMP Cost Summary

HAYS COUNTY KITCHEN RENOVATIONS

100% Construction Documents

J.E. Dunn Construction

2/15/2010



Scope of Work / GMP Description	GMP Pricing
General Conditions - 3 mos	\$ 136,185
Interior Demolition [See ADD ALT #1]	\$ -
Concrete and Ardex	\$ 31,250
Diamond Tread Wall Protection	\$ 3,968
Doors/Frames/Hardware [See ADD ALT #1]	\$ -
SS Door Kickplates	\$ 1,228
Drywall and Temp Enclosure	\$ 61,847
Plaster	\$ 3,840
Ceramic Tile	\$ 879
Painting	\$ 5,868
Toilet Accessories [See ADD ALT #1]	\$ -
Special Coatings [Floor]	\$ 2,300
Mobile Kitchen Equipment	\$ 62,372
Walk-In Freezer and Cooler	\$ 52,299
Plumbing	\$ 50,817
HVAC	\$ 15,980
Electrical	\$ 30,288
Site Prep and Erosion Control	\$ 4,100
Subtotal	\$ 463,221
Construction Contingency at 3%	\$ 14,151
GL & BR Insurance Costs	\$ 7,186
P&P Bond [JED] - Quote	\$ 10,685
Subcontractor Bonds	\$ 1,307
Fee at 7%	\$ 34,759
Design/Engineering Fees	\$ 45,200
GMP Total	\$ 576,510
Add Alternates	
ADD ALT #1 - ADA Compliant Restroom	\$ 10,180
ADD ALT #2 - Concrete Topping Slab at Courtyard #1	\$ 11,290
ADD ALT #3 - Concrete Topping Slab at Courtyard #2	\$ 11,290

Line-item Budget Amendment

(*must be within the same category)

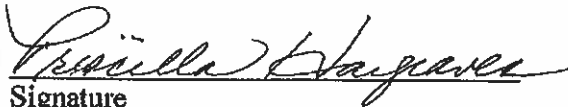
Date: 2/17/10

Please make the following line-item transfer(s) to my departmental budget as stated below;

FUND: 99

DEPT: 023

	<u>ACCT. #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
From:	120-675-99-023.5443	Contract Services	<1,000.00>
To:	120-675-99-023.5651	Continuing Education	1,000.00
Reason:			
From:			
To:			
Reason:			
From:			
To:			
Reason:			
From:			
To:			
Reason:			



Signature

Elected Official/Department Head

(if emailing form, please type name in signature field)

Date Received in Auditor's Office: _____

Date Entered into System: _____

Signature

County Auditor's Office

*interoffice form or email to Berry James @ bjames@co.hays.tx.us

(*category amendments must be approved by the Court – contact the Judge's office for agenda item)

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: Discussion and possible action to terminate Advance Funding Agreement, CSJ: 0914-33-050, Bebee Road at Dacy Lane, STP MM funding in the amount of \$250,000.00

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: The \$8 million capital improvement project will incorporate the safety improvements on Bebee Road at Dacy Lane. TxDOT will not allow the grant of \$250,000.00 to be used on this project. Please see the attached letters.

**HAYS COUNTY RESOURCE PROTECTION,
TRANSPORTATION AND PLANNING DEPARTMENT
ROAD & BRIDGE DIVISION**



P.O. BOX 906
San Marcos, TX 78667

PH: 512/393-7385
FAX: 512/393-7393

February 11, 2010

Dan Dargevics, Planner
CAMPO
P.O. Box 1088
Austin, TX 78767

Dan,

The Hays County Resource Protection, Transportation and Planning Department, Road & Bridge Division is submitting this letter as a request to release the grant funds, approved through TxDOT, on the project listed under the CAMPO STP MM grant. The project ID number is 0914-33-050 for \$250,000 to install turn lanes on Bebee Rd, CR 122 at the intersection with Dacy Ln, CR 205.

After review of this grant project, our staff has determined that the issues involved will be addressed by another capital improvement project on Dacy Ln. The initial scope of work needed for the CAMPO STP MM grant has become obsolete and therefore funds in the amount of \$250,000 can be returned to CAMPO.

Please call if you have any questions. Thank you for your time and attention.

Timothy D. Vande Vorde, CET
Operations Superintendent
Road & Bridge Division
Hays County Resource Protection,
Transportation and Planning Department



Texas Department of Transportation

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

February 11, 2010

Hays County
CSJ: 0914-33-050
Bebbee Road at Dacy Lane
STP MM

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

Attn: Tim Vande Vorde

Dear Judge Sumter:

Enclosed are two originals of Amendment No. 1 to the Advance Funding Agreement executed October 20, 2006, for the above project to construct right turn lanes on Bebee Road at Dacy Lane under the STP MM program. The Amendment terminates the Agreement as requested by county personnel.

Please sign, date and return both documents to this office for further execution. An executed Amendment will be returned to you for your records. Once executed the contract will be terminated effective after an audit of the project costs is completed and funds are paid by the owing party.

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

Sincerely,



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

Attachments

cc: Don Nyland, P.E.
Chris Hatla
Mike Walker
Ed Collins

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

STATE OF TEXAS §
COUNTY OF TRAVIS §

 **ORIGINAL**

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

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

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 20th day of October, 2006, to effectuate their agreement to construct right turn lanes on Bebee Road at Dacy Lane under the STP MM Program; and,

WHEREAS, the Local Government opted to pursue the construction of the Project in another project;

WHEREAS, as a result of the lack of a project, the Local Government has requested to terminate the Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

In accordance with Article 4 of the original contract, the contract will terminate effective when signed by the last party whose signing makes this amendment fully executed and after an audit of the project costs is completed and funds are paid by the owing party.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Hays County
Name of Local Government

By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

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

By: _____
Janice Mullenix

Director, Contract Services

Date

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

 **ORIGINAL**

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

W I T N E S S E T H

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Article 1. Description of Amended Items

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

THE LOCAL GOVERNMENT

Hays County
Name of Local Government

By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

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

By: _____
Janice Mullenix

Director, Contract Services

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: ACTION:

Discussion and Possible Action to place accept a donation of an in-car camera system from the City of Wimberley to the Constable Pct. 3 office.

CHECK ONE:

☒ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: March 2, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Constable Darrell Ayres

SPONSORED BY: Commissioner Will Conley

SUMMARY:

The City of Wimberley has approved through their city council to donate the in-car camera system, which was used in the recently purchased Tahoe, to the Constable Pct. 3 office.

From: Matt Farris [mailto:matt.farris@co.hays.tx.us]
Sent: Wednesday, February 24, 2010 10:11 AM
To: Jennifer Anderson
Subject: FW: Video camera

From: Don Ferguson [mailto:dferguson@cityofwimberley.com]
Sent: Wednesday, February 24, 2010 10:09 AM
To: Matt Farris
Subject: RE: Video camera

Matt...

As we have discussed, the City Council has declared the subject camera surplus property and authorized its transfer to the Hays County Precinct Three Constable. Please be advised this is not classified as a donation from the City but a transfer of surplus property to another government entity.

Thanks.

Don

From: Matt Farris [mailto:matt.farris@co.hays.tx.us]
Sent: Wednesday, February 24, 2010 10:01 AM
To: dferguson@cityofwimberley.com
Subject: Video camera

Good Morning Mr. Ferguson,

The Constable has asked if you could send an email stating that the City has approved the donation of the video camera to our office so that we can send it to Commissioners Court for approval. Thank you very much sir.

Matthew Farris
Constable Pct.3 Admin. Assistant
From: Matt Farris [mailto:matt.farris@co.hays.tx.us]
Sent: Wednesday, February 24, 2010 10:11 AM
To: Jennifer Anderson
Subject: FW: Video camera

From: Don Ferguson [mailto:dferguson@cityofwimberley.com]
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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:

Discussion and possible action to authorize Personal Health Title V grant transfer of funds in the amount of \$1000.00 from Contract Services to Travel and amend the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$1000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 120-675-99-020.5448 to 120-675-99-020.5501

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

Transfer of funds is necessary due to the depletion of funds in the travel account. These funds will be used to cover travel expenses and use of the Bioterrorism vehicle. This amount is being transferred at this time to cover travel through the grant year ending August 31, 2010. Funds transferred will be from 120-675-99-020.5448 to 120-675-99-020.5501.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize Personal Health Title V grant transfer of funds in the amount of \$1000.00 from Contract Services to Travel and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1000.00

LINE ITEM NUMBER: Transfer 120-675-99-020.5448 to 120-675-99-020.5501

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

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 budget for Historical Commission Jail Restoration Fund.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$1,420

LINE ITEM NUMBER OF FUNDS REQUIRED: from 144-676-00-5741 to 144-676-00-5201

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Sumter

SUMMARY:

Historical Commission requests a transfer from 144-676-00-5741 to 144-676-00-5201 to purchase t-shirts for the Jail Restoration fundraiser.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend budget for Historical Commission Jail Restoration Fund.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1,420.00

LINE ITEM NUMBER: From 144-676-00.5741 to 144-676-00.5201

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

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: Discussion and possible action to amend budget for Juvenile Probation Title IV-E grant funds.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$1,200

LINE ITEM NUMBER OF FUNDS REQUIRED: from 001-686-99-034-5361 to 001-686-99-034-5741

REQUESTED BY: Ed Cooper

SPONSORED BY: Judge Sumter

SUMMARY:

Juvenile Probation requests a transfer from 001-686-99-034-5361 to 001-686-99-034-5741 to cover plumbing costs associated with the new GED building – no county match is required.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Budget for Juvenile Probation Title IV-E grant funds to cover plumbing costs with GED building

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1200

LINE ITEM NUMBER: 001-686-034-5361 to 001-686-99-034-5741

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

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

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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 Personal Health Department (PHD) participation in Health Fair at Redwood Baptist Church in Guadalupe County and administer free immunizations.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

This is a Health Fair sponsored by El Buen Pastor United Methodist Church in San Marcos. The Health Department has provided free immunizations at El Buen Pastor Church for several of their Health Fairs and, therefore, was invited to participate in this one in Redwood. Many of the residents of Redwood and Rancho Vista utilize the services of the PHD. However, many times transportation to the Health Department is difficult for these residents. That barrier to services is eliminated in this case by the PHD providing services within their community. The PHD is requesting approval of their participation in the Health Fair, administration of immunizations, and coverage under the County's liability policy while performing services outside the County of Hays.

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 Personal Health TB grant transfer of funds in the amount of \$500.00 from Contract Services to Travel and amend the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$500.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 120-675-99-022.5448 to 120-675-99-022.5501

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

Transfer of funds is necessary due to the depletion of funds in the travel account. These funds will be used to cover travel expenses and use of the Bioterrorism vehicle. This amount is being transferred at this time to cover travel through the grant year ending August 31, 2010. Funds transferred will be from 120-675-99-022.5448 to 120-675-99-022.5501.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize Personal Health TB grant transfer of funds in the amount of \$500.00 from Contract Services to Travel and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$500.00

LINE ITEM NUMBER: TF 120-675-99-022.5448 to 120-675-99-022.5501

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a contract with the Texas Comptroller of Public Accounts for the Energy Efficiency and Conservation Block Grant, in the amount of \$115,153.00.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A – no grant match required

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

On January 12, 2010 the Commissioners Court authorized submission of an application to the Texas Comptroller of Public Accounts, State Energy Conservation Office for Energy Efficiency and Conservation Block Grant (EECBG) funding, in the amount of \$115,153.00. The contract for this funding is attached.

The County will hire a consultant, per competitive proposal, to conduct an energy audit of 11 buildings that will be retained after the new government center is built. The remainder of the available funding will be used for energy-related upgrades/retrofits to the buildings recommended as most cost-effective by the energy audit. It is anticipated that the Facilities Maintenance Dept. may be able to acquire and install some of the items, and that others may need to be supplied by private contractors. No County matching funds are required for this block grant.

COMPTROLLER OF PUBLIC ACCOUNTS (CPA) SECO Stimulus American Recovery and Reinvestment Act Grants		Grant Award Notice To Hays County, Texas For American Recovery and Reinvestment Act (ARRA)	
1. SUBRECIPIENT NAME AND ADDRESS: Hays County, Texas 111 E. San Antonio Street, Suite 303 San Marcos, Texas 78666		4. SUB-AWARD NUMBER: 3751MM 5. PERFORMANCE/BUDGET PERIOD FOR GRANTS: March 3, 2010 – June 30, 2012	
2. FEDERAL GRANT TITLE: Energy Efficiency and Conservation Block Grant		6. DATE OF FEDERAL AWARD TO CPA: September 14, 2009	
3A. FEDERAL GRANT AWARD NUMBER: DE-EE0000893		7. AMOUNT OF SUBAWARD: \$115,153.00	
3B. FEDERAL GRANTING AGENCY: Department of Energy		8. SUBAWARD DATE March 3, 2010	9. ACTION Initial Award
10. SPECIAL CONDITIONS See attached Statement of Work (SOW)			
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 111-5 the American Recovery and Reinvestment Act of 2009			
12. REPORTING REQUIREMENT: See Attachment K – ARRA Reporting Requirements at www.secostimulus.org/blockgrant			
13. METHOD OF PAYMENT Cost reimbursement.			
14. DEBARMENT / SUSPENSION CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.epls.gov			
15. NON-SUPPLANTING CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.			
16. APPROVING CPA OFFICIAL Martin A. Hubert, Deputy Comptroller Texas Comptroller of Public Accounts		SIGNATURE & DATE	
I have read and understand the attached Terms and Conditions.			
17. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Elizabeth Sumter, Judge		SIGNATURE OF SUBRECIPIENT OFFICIAL & DATE:	
18. AWARD BREAKDOWN CFDA 81.128			

2010 TERMS AND CONDITIONS

American Recovery and Reinvestment Act (ARRA)

Parties to ARRA-recipient Agreement

This ARRA-recipient Agreement (ARRA-recipient Agreement or Agreement) is made and entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, hereinafter referred to as "CPA," and the funds recipient, hereinafter referred to as the ARRA-recipient. Furthermore, CPA and the ARRA-recipient are collectively hereinafter referred to as the "Parties." By this ARRA-recipient Agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this ARRA-recipient Agreement. The ARRA-recipient Agreement is only an offer until the ARRA-recipient returns the signed copy of the 2010 ARRA-recipient Agreement in accordance with the date provided in the transmittal letter and in the Agreement.

ARRA-recipient Purpose and Overview

A. Purpose and Overview. The American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, was created to provide grants funds to stimulate economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans. The Comptroller's Stimulus Program applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's Energy Efficiency and Conservation Block Grant (EECBG) Program which includes the following eligible activities: building energy audits and retrofits, installation of distributed energy technologies, installation of energy efficient traffic signals and street lighting, and installation of renewable energy technologies on government buildings.

The purpose of this Agreement is to provide block grants made available through the U.S. Department of Energy (DOE) pursuant to Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) (42 U.S.C. 17151 *et seq*) and ARRA to Texas municipalities and counties that are not eligible to receive a direct allocation under EISA and ARRA from DOE to participate in the EECBG program.

B. Standard of Performance. The ARRA-recipient shall perform all activities and projects outlined in the ARRA-recipient's Statement of Work (SOW) that is attached to the contract as Exhibit G. The ARRA-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this ARRA-recipient Agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B";
3. Certification Regarding Lobbying for ARRA-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C";
4. DOE Terms and Conditions, hereinafter referred to as "Exhibit D";
5. The ARRA-Recipient's Affidavit, hereinafter referred to as "Exhibit E"; and
6. The ARRA-Recipient's Contractor's Affidavit, hereinafter referred to as "Exhibit F".

C. Failure to Perform. In the event the ARRA-recipient fails to implement the project(s) outlined in its application to CPA or comply with any of this ARRA-recipient Agreement's provisions, in addition to the remedies specified in this ARRA-recipient Agreement, the ARRA-recipient is liable to CPA for an amount not to exceed the award amount of this ARRA-recipient Agreement and may be barred from applying for or receiving additional ARRA program funds or any other federal program funds administered by CPA until repayment to CPA is made and any other compliance or audit finding is satisfactorily resolved.

CPA Obligations

A. Measure of Liability. CPA shall be liable for actual and reasonable costs incurred by the ARRA-recipient during the ARRA-recipient Agreement period for performances rendered under this ARRA-recipient Agreement by the ARRA-recipient, subject to the limitations set forth in this Section. CPA shall not be liable to the ARRA-recipient for any costs incurred by the ARRA-recipient that are not allowable costs.

B. ARRA-recipient Agreement Funds Defined and Limit of Liability. The term "ARRA-recipient Agreement funds" as used in this ARRA-recipient Agreement means funds provided by CPA under the ARRA programs. The term "ARRA-recipient's funds" or leverage funds as used in this ARRA-recipient Agreement means funds provided by the ARRA-recipient.

Notwithstanding any other provision of this ARRA-recipient Agreement, the total of all payments and other obligations incurred by CPA under this ARRA-recipient Agreement shall not exceed the Total Award Amount listed on the cover page of the ARRA-recipient Agreement.

C. **Excess Payments.** The ARRA-recipient shall refund to CPA any sum of ARRA-recipient Agreement funds that CPA determines has resulted in overpayment to the ARRA-recipient as a result of a CPA determination that the funds have not been spent by the ARRA-recipient in accordance with this ARRA-recipient Agreement. No refund payment(s) may be made from federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The ARRA-recipient shall make such refund to CPA within thirty (30) days after CPA requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the ARRA-recipient fails to comply with any of this ARRA-recipient Agreement's terms, CPA may, upon written notification to the ARRA-recipient, suspend this ARRA-recipient Agreement in whole or in part, withhold payments to the ARRA-recipient and prohibit the ARRA-recipient from incurring additional obligations of ARRA-recipient Agreement funds.

Termination

A. **CPA's Right to Terminate.** CPA shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, at any time before the end of the Performance Period, whenever CPA determines that the ARRA-recipient has failed to comply with any of this ARRA-recipient Agreement's terms. CPA shall notify the ARRA-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

CPA may also terminate this ARRA-recipient Agreement upon termination of ARRA funding from the federal government. If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, cost or any other amounts of any kind whatsoever arising from or related to any such termination.

B. **Parties' Right to Terminate.** In addition to CPA's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this ARRA-recipient Agreement would not produce beneficial results commensurate with the further expenditure of ARRA-recipient Agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

Conflict of Interest

A. **Financial Interest Prohibited.** ARRA-recipient shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the ARRA-recipient or of a subcontractor of ARRA-recipient, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this ARRA-recipient Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the ARRA-recipient Agreement or a subcontract for the ARRA-recipient Agreement, during the persons tenure with ARRA-recipient or a subcontractor of ARRA-recipient and for at least one year thereafter. ARRA-recipient shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official of the ARRA-recipient and any subcontractors of ARRA-recipient as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. ARRA-recipient shall comply with Chapter 171, Texas Local Government Code.

B. **Inclusion in Subcontracts.** The ARRA-recipient shall include the substance of this Section in all subcontracts.

Monitoring

CPA reserves the right to perform periodic on-site monitoring of the ARRA-recipient's compliance with this ARRA-recipient Agreement's terms and conditions and of the adequacy and timeliness of the ARRA-recipient's performance pursuant to this ARRA-recipient Agreement and 10 C.F.R. 600.341. CPA will

monitor ARRA-recipients to assure compliance with applicable Federal requirements and that performance goals are being achieved for each program, function or activity. After each monitoring visit, CPA shall provide the ARRA-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the ARRA-recipient's performance under this ARRA-recipient Agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the ARRA-recipient. Failure by the ARRA-recipient to take action specified in the monitoring report may be cause for this ARRA-recipient Agreement's suspension or termination pursuant to the Sections on Suspension and/or Termination set forth on page 2 of this ARRA-recipient Agreement.

Audit

A. CPA may require, at ARRA-recipient's sole cost and expense, independent audits by a qualified certified public accounting firm of ARRA-recipient's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to ARRA-recipient.

B. CPA's Right to Audit. Notwithstanding Subsection A. of this Section, CPA reserves the right to conduct a financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. The ARRA-recipient agrees to permit CPA or its authorized representative, designee, or agent to audit the ARRA-recipient's records, to facilitate performance of the audit, and to obtain any documents, materials or information necessary to facilitate such audit.

C. ARRA-recipient's Liability for Disallowed Costs. The ARRA-recipient understands and agrees that it shall be liable to CPA for any costs disallowed pursuant to financial and compliance audit(s) of ARRA-recipient Agreement funds. The ARRA-recipient further understands and agrees that reimbursement to CPA of such disallowed costs shall be paid by the ARRA-recipient from funds that were not provided or otherwise made available to the ARRA-recipient pursuant to this ARRA-recipient Agreement or any other federal contract.

D. State Auditor's Office. The ARRA-recipient understands that acceptance of ARRA-recipient Agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The ARRA-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The ARRA-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the ARRA-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

A. ARRA-recipient agrees to make no request for reimbursement prior to return of this Agreement signed by the authorized ARRA-recipient representative. ARRA-recipient also agrees to make no request for reimbursement for goods or services procured by ARRA-recipient prior to the performance period start date of this Agreement or after the performance period end date of this Agreement; except that CPA may reimburse expenditures made prior to the return of this Agreement signed by the authorized ARRA-recipient representative if:

- The expense is directly related to the EECBG "approved" project
- The expense was not incurred prior to the signing of the Notification of Intent to participate in the EECBG program
- The expense meets all ARRA provisions, state and federal laws and regulations, and SECO Stimulus programs rules
- The expense is properly documented; and
- The Agreement is executed

B. Request for Reimbursement. The ARRA-recipient shall submit to CPA, as often as needed, a properly completed VISS Form fully supported by receipts and such other documentation. CPA retains the authority to approve or deny the amount requested and shall not make disbursement of any such payment until CPA has reviewed and approved such a request.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this ARRA-recipient Agreement are contingent upon the ARRA-recipient's performance of its contractual obligations.

Reporting Requirements

ARRA recipients shall comply with all Reporting Requirements of CPA for ARRA EECBG grant agreements as published on CPA's website: <http://www.secostimulus.org/blockgrant>. This compliance includes the reporting requirements as originally published and as modified throughout the Performance Period included on the Cover Page of this Agreement, and otherwise as required for ARRA recipient's compliance with this Agreement.

Closing the Grant

A. The ARRA-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the ARRA-recipient Agreement.

B. CPA will close an award after receiving ARRA-recipient's final expenditure report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the ARRA-recipient is owed additional funds, CPA will send the final payment automatically to the ARRA-recipient.

Restrictions, Disclaimers and Notice

A. Notwithstanding any other Agreement provisions, the parties hereto understand and agree that CPA's obligations under this Agreement are contingent upon the receipt of adequate funds to meet CPA's liabilities hereunder. CPA shall not be liable to the ARRA-recipient for costs under this Agreement which exceed the amount specified in the Notice of ARRA-recipient Award.

B. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day. Notice shall be sent to:

For CPA

Assigned Grants Contract Manager

For ARRA-recipient:

Elizabeth Sumter
Judge

Retention and Accessibility of Records

A. Retention of Records. The ARRA-recipient shall maintain fiscal records and supporting documentation for all expenditures of ARRA-recipient Agreement funds. The ARRA-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of CPA's Agreement with DOE including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The ARRA-recipient shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the ARRA-recipient pertaining to this ARRA-recipient Agreement including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the ARRA-recipient. The ARRA-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section, Retention and Accessibility of Records, in all subcontracts.

Subcontracts

A. ARRA-recipient Liability. In no event shall any provision of this Section be construed as relieving the ARRA-recipient of the responsibility for ensuring that the performances rendered under all subcontracts

comply with all of this ARRA-recipient Agreement's terms as if such performances rendered were rendered by the ARRA-recipient. CPA's approval under this Section does not constitute adoption, ratification or acceptance of the ARRA-recipient's or a subcontractor's performance. ARRA-recipient shall require all subcontractors to comply with the same reporting requirements as ARRA-recipient outlined in the Section of this Agreement entitled "Other Requirements", paragraph B. ARRA-recipient will also be responsible to ensure that all Vendors comply with the same reporting requirements.

B. Applicable Law. The ARRA-recipient shall comply with 10 C.F.R. Part 600 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this ARRA-recipient Agreement.

Legal Authority

A. Signatory Authority. The ARRA-recipient assures and guarantees that the ARRA-recipient possesses the legal authority to enter into this ARRA-recipient Agreement, to receive ARRA-recipient Agreement funds and to perform the services the ARRA-recipient has obligated itself to perform pursuant to this ARRA-recipient Agreement.

B. Authorized Representative. The person or persons signing and executing this ARRA-recipient Agreement on the ARRA-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the ARRA-recipient to execute this ARRA-recipient Agreement on the ARRA-recipient's behalf and to validly and legally bind the ARRA-recipient to all contractual terms, performances and provisions. If requested, ARRA-recipient will provide CPA with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

Notice of Litigation and Claims

The ARRA-recipient shall give CPA immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the ARRA-recipient arising out of the performance of any subcontract under this ARRA-recipient Agreement; and
2. any claim against the ARRA-recipient, the cost and expense of which the ARRA-recipient may be entitled to be reimbursed by ARRA grant programs.

Except as otherwise directed by CPA, the ARRA-recipient shall furnish immediately to CPA copies of all documentation received by the ARRA-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the ARRA-recipient agrees to hold CPA harmless and to indemnify CPA from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the ARRA-recipient or its subcontractors, if any, pursuant to this ARRA-recipient Agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this ARRA-recipient Agreement, any alterations, additions or deletions to this ARRA-recipient Agreement's terms shall be made through written amendments generated by CPA and executed by the Parties.

B. Authority to Amend. This ARRA-recipient's deliverables shall be rendered in accordance with ARRA, Exhibit A, the assurances and certifications made to CPA by the ARRA-recipient and the assurances and certifications made to CPA by the State of Texas with regard to the operation of the ARRA grant programs. Policies and reporting requirements may further be amended by CPA, during the period of this ARRA-recipient Agreement's performance as the federal government issues policy directives that serve to establish, interpret or clarify this ARRA-recipient Agreement's performance requirements. Such policy directives shall be promulgated by CPA in the form of Information Bulletins and shall have the effect of qualifying this ARRA-recipient Agreement's terms and shall be binding upon the ARRA-recipient as if written in the ARRA-recipient Agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this ARRA-recipient Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this ARRA-recipient Agreement without written amendment to this ARRA-recipient Agreement and shall become effective on the date designated by such law or regulation. The

Recovery Accountability and Transparency Board periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Information regarding releases and information regarding ARRA funds can be accessed at <http://www.recovery.gov/> and are incorporated by reference into this ARRA-recipient Agreement as if set forth herein.

D. The ARRA-recipient shall notify CPA within ten (10) working days of the occurrence of any change in the ARRA-recipient's key personnel assigned to the grant project, significant changes affecting the ARRA-recipient's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any criminal or civil allegations or actions by or against the ARRA-recipient.

Headings

Headings and captions of this ARRA-recipient Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this ARRA-recipient Agreement's terms or be used to interpret or assist in the construction of this ARRA-recipient Agreement.

Program ARRA-recipients

Except as specifically authorized by CPA in writing, the ARRA-recipients, in selecting their Sub-grantees ("Program Subrecipients") hereunder, shall utilize procurement procedures referenced in ARRA Provisions located at www.secostimulus.org/blockgrant (as applicable). The ARRA-recipient, in sub-granting any of the performances hereunder, expressly understands that in entering into such sub-grants, CPA is in no way liable to the Program Subrecipients.

The ARRA-recipient shall ensure that the performances rendered under all sub-grants by their Program Subrecipients are rendered so as to comply with all the terms and provisions of this ARRA-recipient Agreement as if the performances rendered were rendered by the ARRA-recipient. Should the ARRA-recipient enter into a subsequent sub-grant, the ARRA-recipient shall:

1. Remain liable for the performance of the terms, conditions, and exhibits of this ARRA-recipient Agreement.
2. Provide to CPA, within thirty (30) days of contract execution, all Program Subrecipient's names, addresses, telephone numbers, contact persons, contract amounts, and program description of each sub-grant to this ARRA-recipient Agreement.
3. Require that Program Subrecipients make all documents, papers, and records relevant to the work performed available to CPA and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction.
4. Require each of its Program Subrecipients to be subject to the examination and audit of its duly authorized agents and shall mandate that all Program Subrecipients retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after:
 - a. The submission of the Program Subrecipient's final expenditure report for the program; and
5. The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Subrecipient's final expenditure report for the program. Notify CPA in writing within thirty (30) days if any Program Subrecipient under this award is suspended or terminated. Additionally, in such notice, the ARRA-recipients shall identify how the suspension or termination will impact the Subrecipient's budget and scope of work.
6. Provide written notice to each Program Subrecipient within seven (7) days from the date the ARRA-recipient Agreement is terminated or the date CPA suspends this ARRA-recipient Agreement.
7. Request of each program Subrecipient, the certifications required in Exhibit B: Assurances and Certifications.

Buy Texas

ARRA-recipient should make every effort to buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Technical Assistance

CPA will provide technical assistance to the ARRA-recipient with correcting the deficiencies noted during monitoring, evaluations and the reimbursement process. CPA may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

Fraud

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor, has reasonable cause to believe that ARRA funds received by the ARRA-recipient or by a client or contractor of the ARRA-recipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the ARRA-recipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the ARRA-recipient.

A form to report fraud, waste or abuse is available on the Fraud Reporting Page: <http://sao.fraud.state.tx.us/>. Reports of fraud, waste or abuse may also be mailed to: State Auditor's Office, Attn: SIU, P. O. Box 12067, Austin, TX 78711-2067. Persons who report fraud may choose to remain anonymous.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this ARRA-recipient Agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this ARRA-recipient Agreement.

B. Exhibits. The exhibits enumerated and denominated in the Agreement are hereby made a part of this ARRA-recipient Agreement and constitute promised performances by the ARRA-recipient in accordance with the ARRA-recipient Agreement and the Exhibits.

C. Deputy Comptroller's Signature. This ARRA-recipient Agreement is not effective unless signed by the Deputy Comptroller of CPA.

Compliance with Law/Order of Precedence

Any inconsistency in the ARRA-recipient Agreement shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Code of Federal Regulations, (c) State of Texas Statutes, (d) State of Texas Administrative Code, (e) Notice of Funding Opportunity, (f) the approved ARRA SOW including all assurances, certifications, exhibits, and pre-award negotiations and (g) CPA ARRA Guidelines. In the event of a conflict between such laws and regulations and the terms and conditions of this ARRA-recipient Agreement, precedence shall be given to the laws and regulations.

Waiver

Any right or remedy provided for in this ARRA-recipient Agreement provision shall not preclude the exercise of any other right or remedy under this ARRA-recipient Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this ARRA-recipient Agreement, venue shall lie only in Travis County, Texas.

Disputes

The parties shall use the dispute resolution process provided for in Chapter 2260, Texas Government Code, to resolve any disputes under this ARRA-recipient Agreement.

Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials ARRA-recipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. ARRA-recipient shall obtain any required permit and retain all compliance documentation related to the project.

Assignment

ARRA-recipient shall not transfer or assign any rights or duties under or any interest in this Agreement. ARRA-recipient shall not delegate its responsibilities or duties under the terms of this Agreement.

EXHIBIT A
APPLICABLE LAWS AND REGULATIONS

The ARRA-recipient shall comply with the American Recovery and Reinvestment Act and regulations specified in 10 C.F.R. Part 600, Financial Assistance Rules; OMB Circular A-87, A-102, A-133; and Ex. Order 12372 (intergovernmental review of federal programs). ARRA-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this ARRA-recipient Agreement's activities and performances rendered by the ARRA-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in the Texas Uniform Grants Management Standards (UGMS) and Paragraph A through P of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri>

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29;>

The ARRA-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/Docs/GV/pdf/GV.469.pdf>

C. ENVIRONMENTAL LAW AND AUTHORITIES - The ARRA-recipient shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A> ;

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A> ;

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+514+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20>

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); [http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%29)

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the ARRA-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4598+1++%28%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%284601%29%29%3ACITE%20%20%20%20%20%20%20%20%20>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. AUDITS/MONITORING - The ARRA-recipient shall arrange for the performance of an annual financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. ARRA-recipients will also be monitored for compliance with this ARRA-recipient Agreement's terms.

I. GRANT ADMINISTRATION - The ARRA-recipient will also comply with Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

J. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

K. PUBLICATIONS –

ARRA-recipient acknowledges that the United States Department of Energy reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a ARRA-recipient or Subrecipient purchases ownership with Federal support. The ARRA-recipient agrees to consult with the U.S. Department of Energy regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

ARRA-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the United States Department of Energy through the CPA using, at least in part, ARRA funds. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Energy or the CPA."

L. DRUG-FREE WORKPLACE – 10 C.F.R. Part 607

ARRA-recipients shall comply with the Drug-Free workplace Act of 1988 as applicable, located at <http://law.justia.com/us/cfr/title10/10-4.0.1.3.15.html>

M. BUY AMERICAN ACT – 41. U.S.C. 10a-10d

ARRA-recipient shall comply with the Buy American Act as applicable located at: http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

N. WHISTLEBLOWER PROTECTION ACT OF 1989 – 5 U.S.C. Section 2302

ARRA-recipients shall comply with the Whistleblower Protection Act of 1989 located at: <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+179+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20%20%20>

O. STATE CONSTRUCTION GUIDELINES - If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.

All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=19&pt=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=19&pt=1) regardless of project cost or scope.

For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007, 2166.003 and 2166.004, <http://www.statutes.legis.state.tx.us/?link=GV>

EXHIBIT B
ASSURANCES AND CERTIFICATIONS

I, Elizabeth Sumter as the authorized official of Hays County, Texas, hereinafter referred to as the "ARRA-recipient," certify the following with respect to the expenditure of ARRA-recipient Agreement funds.

A. The program shall be conducted and administered in conformity: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

B. ARRA-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.

C. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification) The ARRA-recipient certifies that it and its principals, contractors and vendors;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; ARRA-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification).

D. Drug-Free Workplace (ARRA-recipients other than Individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 10 CFR Part 607. The regulations require certification by ARRA-recipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CPA determines to award the ARRA-recipient Agreement. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment .

As the duly authorized representative of the ARRA-recipient, I certify, to the best of my knowledge and belief that the ARRA-recipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ARRA-recipient's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace, (b) the ARRA-recipient's policy of maintaining a drug-free workplace,
 - (c) any available drug counseling, rehabilitation, and employee assistance programs, and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) abide by the terms of the statement, and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying CPA within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - (a) taking appropriate personnel action against such an employee, up to and including termination, or
 - (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- E. It will comply with the provisions of the Hatch Act, as amended (5 U.S.C. § 1501 et seq.) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- F. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- G. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- I. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- J. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- K. Will comply with P.L. 93-348 and 45 C.F.R., Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

L. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

M. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

N. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

O. The ARRA-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ARRA-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Signature

Date

Elizabeth Sumter, Judge
Printed Name, Title,

Hays County, Texas
City/County

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING FOR
ARRA-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned, Elizabeth Sumter, as the authorized official of Hays County, Texas, certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal ARRA-recipient Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal ARRA-recipient Agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal ARRA-recipient Agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Program ARRA-recipient Agreements under grants, loans, and cooperative agreements and that all ARRA-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Elizabeth Sumter, Judge
Printed Name, Title,

Hays County, Texas
City/County

**Exhibit D
2010 ARRA Terms and Conditions
Department of Energy**

The following Department of Energy (DOE) Special Terms and Conditions, Award Number DE-EE0000893/000, and other applicable DOE terms and conditions are hereby incorporated into this Agreement.

A. Site Visits. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

B. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)

A. Flow Down Requirement. Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and

(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

E. Publication. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages --- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude

posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act. Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of ARRA Reporting. Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds. Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

K. Certifications. With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate

use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

Employment Practices. Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance. Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records. Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of Subrecipient.

Subrecipient Certification. Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to Subrecipient upon written request to DOE.)

Exhibit E
ARRA Subrecipient Affidavit

This Affidavit must be signed and sworn (notarized).

I, Elizabeth Sumter, an authorized representative of: Hays County, Texas, a [governmental entity] that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from CPA, a Texas state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Hays County, Texas
Subrecipient Name

Affiant Signature
Elizabeth Sumter
Full Name
Judge
Title

Date
Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)

this ____ day of _____, 20____.

Notary Public, State of Texas

Notary's printed name: _____ My commission expires: _____ (Seal)

Exhibit F
ARRA Subrecipient's Contractor's Affidavit

This Affidavit must be signed and sworn (notarized).

I, _____, an authorized representative of: _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Subrecipient Subcontractor Name

Affiant Signature

Full Name

Title

Date
Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)
this ____ day of _____, 20____.

Notary Public, State of Texas

Notary's printed name: _____ My commission expires: _____ (Seal)

ATTACHMENT G**Statement of Work and Budget****Hays County – Energy Efficiency and Conservation Block Grant Program**

Type of Project & Description: Activity Category: (1) Building Audit and Retrofit

Hays County will conduct detailed Energy Audits of eleven (11) buildings.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Audit	\$35,000.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$75,000.00
Project equipment	\$15,153.00
Other Direct Operating Expense	0.00
Total Budget	\$115,153.00
Funds Leveraged	\$0

Total payments to ARRA-recipient under this Agreement shall not exceed **\$115,153** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
Detailed Energy Audit of Hays County Courthouse, 111 E. San Antonio St., San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Health Department, 150 E. Lockhart St., Kyle, TX	May 28, 2010
Detailed Energy Audit of Hays County Election Office #1, 401 C. Broadway, San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Juvenile Detention Center (3 bldgs.), 2250 Clovis Barker, San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Health Dept., 401 A Broadway, San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Precinct #5 Office, 500 Jack C. Hays Trail (405 RR 2270) Buda	May 28, 2010
Detailed Energy Audit of Hays County Road & Bridge (2 bldgs.), 2171 Yarrington Road, Kyle	May 28, 2010
Detailed Energy Audit of Hays County Jail, 1307 Uhland Rd., San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Public Safety Building, 1303 Uhland Road, San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Election Office #2, 401 C Broadway, San Marcos	May 28, 2010
Detailed Energy Audit of Hays County Precinct #4 Offices, Dripping Springs, TX 78620	May 28, 2010

Projects selected as a result of the Audits MUST be approved by the SECO Stimulus Contract Manager prior to starting the activity. These projects, if any, will require amendment to this Statement of Work and Budget. Also note, buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

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 K Friese & Associates (KFA) for professional engineering services related to the study at Lime Kiln Road and Sink Creek, a priority road bond project, and to authorize Commissioner Ford and Jerry Borcharding to enter contract negotiations and sign off on subsequent work authorizations.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$215,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Priority Road bond amount was \$230K

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY:

Attached as backup please find key pages in the PSA with KFA, including page 1; Exhibit I (Compensation for Professional Service); and Exhibit II (Hourly Rates).

Agenda Item Routing Form

DESCRIPTION OF Item: Professional Service Agreement with K Friese & Associates for engineering on Lime Kiln Road and Sink Creek – priority road bond project.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$215,000.00

LINE ITEM NUMBER: Road Bond 025-804-96-887.5621

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

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 Hays County comments and/or a Resolution as our official response to EPA on the proposed new National Ambient Air Quality Standard.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Attached are draft comments to EPA from the Clear Air Coalition that will be discuss at regular meeting 3/10/10.

The draft of Hays County comments for courts consideration will be completed after a key meeting of Clean Air Force of Central Texas on 3/3/10 and will be provided in advance of Tuesday's court meeting.

The Central Texas Clean Air Coalition (CAC) appreciates the opportunity to comment on the proposed rulemaking for updated national ozone standards. The CAC is an association of elected officials representing 5 counties and 10 cities in the rapidly growing Austin-Round Rock Metropolitan Statistical Area (MSA). The CAC is responsible for the development and implementation of the MSA's voluntary emission reduction initiatives.

These voluntary initiatives have succeeded even as the region's population has increased. The MSA's 2009 ozone design value is 75 ppb; prior to implementation of the voluntary initiatives in 2002, the design value was 85 ppb. The CAC rigorously supports air quality standards that are fully protective of public health and is proud of the community's accomplishments in achieving air quality goals.

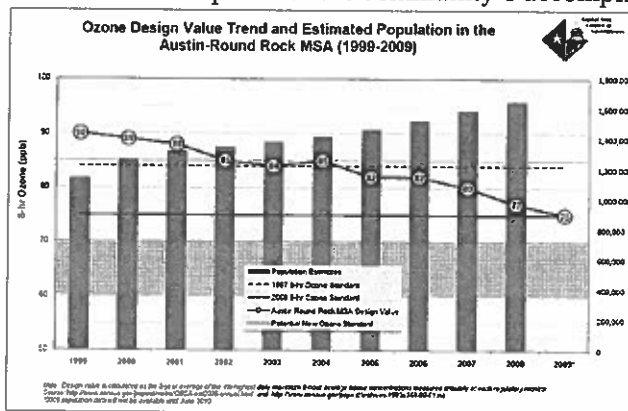


Chart 1: Ozone Design Value Trend and Estimated Population in the Austin-Round Rock MSA (1999 – 2009)

The CAC does not have the expertise or resources needed to conduct a separate assessment of health and welfare impacts at different ozone levels and so will not comment specifically on EPA's research. We depend on EPA health experts to evaluate the scientific data and to set standards appropriately. We expect EPA to refine evaluations of ozone's effect on public health and welfare using the best available data and evaluation methods. We encourage EPA to give due consideration to all relevant comments related to health impact assessments submitted during the comment period.

We question the practicality of implementing a standard at the lower end of the range. Based on EPA's Clean Air Scientific Advisory Committee's (CASAC) conclusion that a primary standard set at a value selected within the range of 60-70 ppb would be sufficient to protect public health with an adequate margin of safety, we recommend that the primary standard be set no lower than 70 ppb with the current proposed revision.

A standard of 70 ppb would be sufficient to provide additional protection of public health

according to CASAC's experts. It would allow for improved capability of successful implementation within a reasonable time frame. It also would allow for more conclusive scientific study of the health effects associated with lower ozone levels, as well as, time for CASAC to investigate a change in the format of the standard during the new periodic ozone NAAQS review initiated in September 2008, with proposed rulemaking scheduled for May 2013.

The MSA has an exemplary history of taking pro-active measures to improve air quality and has never been designated nonattainment. The CAC is concerned that the new standard could result in an unachievable attainment deadline for many areas, even if all reasonable emission reduction strategies are implemented within the designated nonattainment area. EPA should address the following to support successful achievement of the standard:

- Prevention of Significant Deterioration (PSD) permitting rules need to require an evaluation of downwind ozone impacts using photochemical grid modeling. Permits that could affect ozone in our MSA should be modified or denied if adverse health impacts or violations of the NAAQS will occur as a result of permit action;
- Transported emissions will have to be significantly reduced nationwide;
- Attainment dates for all nonattainment classifications need to be closely aligned to account for implementation of federal measures (e.g. mobile sources standards and stationary source reductions, such as the Clean Air Interstate Rule) in addition to emission reduction measures in up-wind urban areas of influence;
- Voluntary compliance efforts, a proven success strategy, should be offered as a viable alternative to nonattainment designation;
- Allow for full two year designation schedule for secondary standard to provide time for full evaluation of all aspects of impacts on public welfare and to provide sufficient time for comments;
- Improvement of accuracy of monitoring data by increased attention to calibration and instrument data collection quality assurance; and
- Consider the combined intent and impact of proposed national ambient air quality standards (NAAQS).

State and Federal permitting rules and policies

Current interpretation of permitting rules and policies does not allow for evaluation or consideration of the effect emissions from a proposed point source will have on regional ozone levels or downwind areas. Figure 1 shows a photochemical grid modeling demonstration of the significant impact on ozone a single power plant can have far downwind.

Both state and federal permitting rules and policies need to be revised or clarified to require an evaluation, using photochemical grid modeling, of the emissions impacts of a proposed point source on regional ozone and downwind areas. The rules and policies should also require a denial or modification of the permit application if contributions to ozone levels cannot be sufficiently minimized or mitigated to avoid adverse health impacts or violations of the NAAQS in the affected region or downwind area.

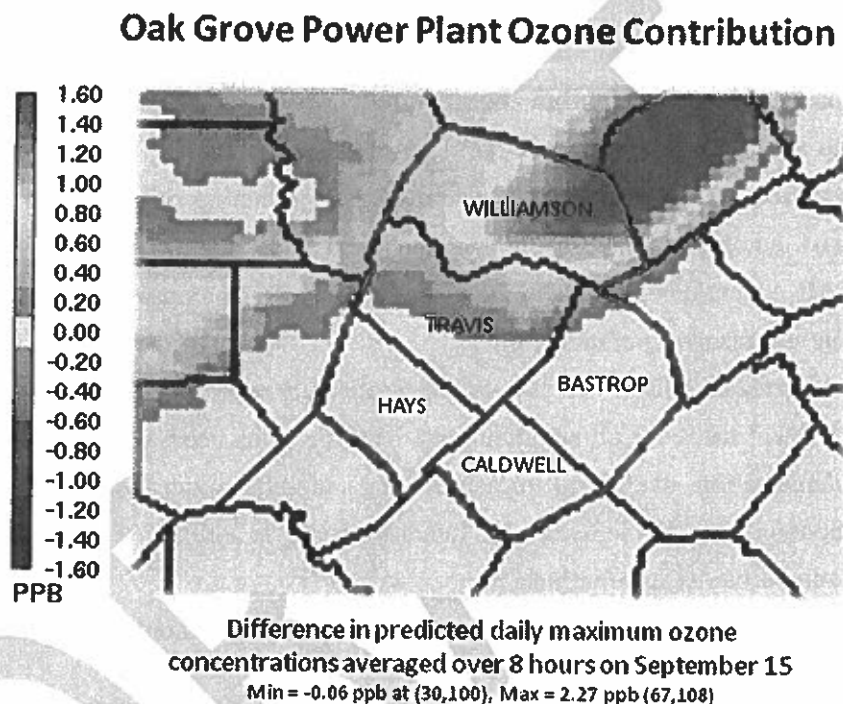


Figure 1: Ozone contribution evaluated with EAC SIP Model in parts per billion (ppb) from the proposed Oak Grove power plant. Outlined area shows Austin Round Rock MSA counties.

Transported Anthropogenic Background (TAB)

The Austin Round Rock MSA and other areas are significantly affected by interstate and intrastate TAB from sources outside the MSA. Based on available monitoring data during the consistent synoptic-scale weather cycle associated with multi-day high ozone episodes in Central Texas, TAB ozone concentrations were typically 80-85% of the observed Austin 8-hour maximum¹. For example, on high ozone days in the Austin Round Rock MSA, TAB levels are often 65 to 75 ppb. Figure 2 demonstrates monitored TAB ozone levels above the proposed standard. With a 70 or 75 ppb standard, the MSA would violate the

¹ University of Texas, Center for Energy and Environmental Resources, July 2007. Conceptual Model of the Large-Scale Weather Features, Local Meteorological Conditions, and Long-Range Transport Patterns on High Ozone Days for the Austin Area. Available online: http://www.capcog.org/documents/airquality/reports/Austin_Conceptual_Model_20070726.pdf

standard based on transported emissions and high TAB levels that will not be reduced by implementing controls in the MSA area. Given this fact, EPA and the states must recognize and address significant source categories outside the MSA nonattainment counties to significantly reduce TAB emissions if compliance to a lower standard is to be achieved. EPA's reevaluation of the CAIR rule should take into consideration TAB impacts on the proposed new standard to make sure the lowered standard is addressed.

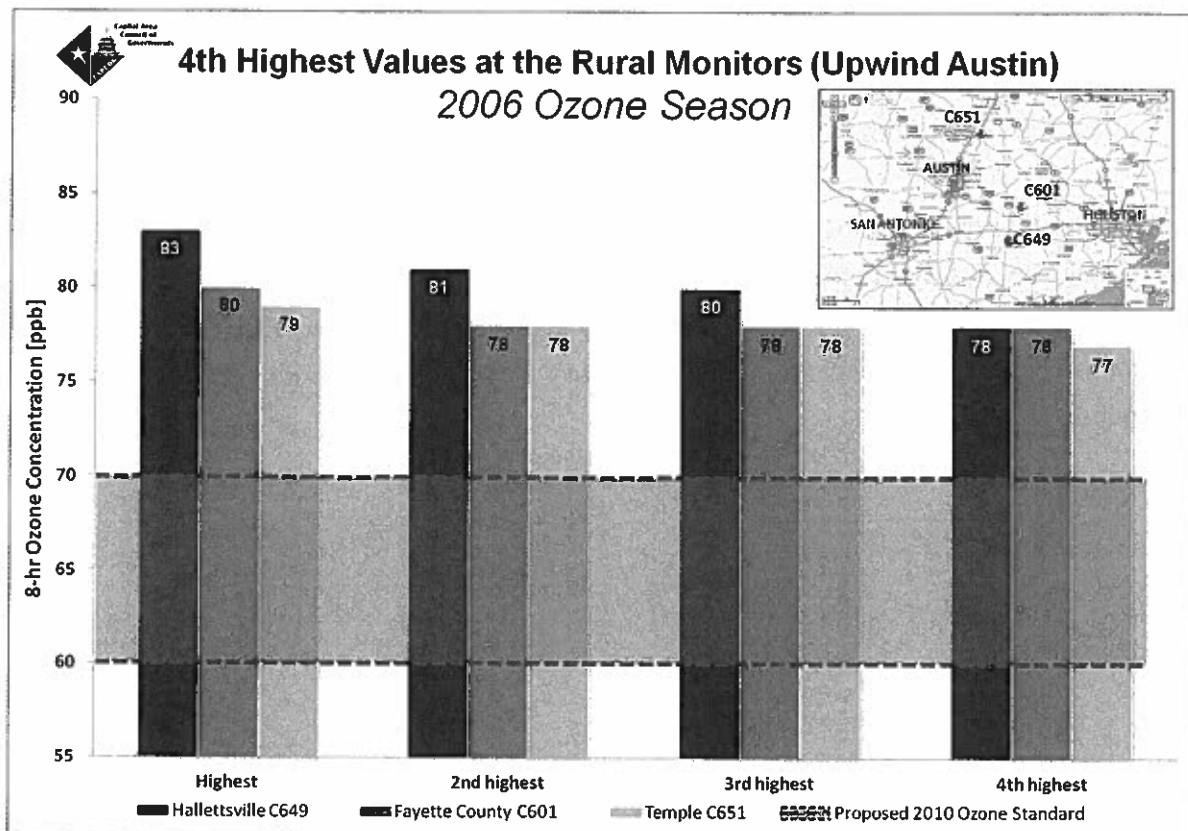


Figure 2: Four highest ozone readings in 2006 at the Austin upwind monitors

Attainment dates

Attainment dates should be determined in recognition of the time needed for implementation and for achievement of maximum emissions reductions due to federal mobile source engine standards, federal controls on stationary sources, such as CAIR rules, as well as, State and local SIP rules on upwind urban areas of influence. EPA is encouraged to use flexibility in establishing interim targets for reducing the ozone standard by increments tied to the reductions in emissions achieved by measures beyond the control of local areas. Such phasing in of incremental emission reductions could be considered in a reasonable further progress plan.

Consideration should be given to the time required for planning and implementation in local

areas of measures for improving transportation options to reduce single occupant vehicle travel, such as the addition of commuter rail, regional activity centers and transit oriented development.

Transported emissions often come from heavily polluted upwind areas, many of which are already ozone nonattainment areas. Recent airborne monitoring conducted by the Baylor Institute of Air Sciences (Figure 3) demonstrates the extent to which an urban ozone plume emanating from a large nonattainment area can impact areas far downwind of the source region. The federal classification scheme for nonattainment areas allows heavily polluted areas more time to attain than those with lesser pollution problems.

Given the prevalence of transport and high background emissions, attainment dates for all areas should be closely aligned, since areas with lesser pollution problems will not be able to attain until the more heavily polluted areas have significantly reduced emissions. It may be prudent and necessary to accelerate heavily polluted areas' attainment deadlines to adequately protect public health.

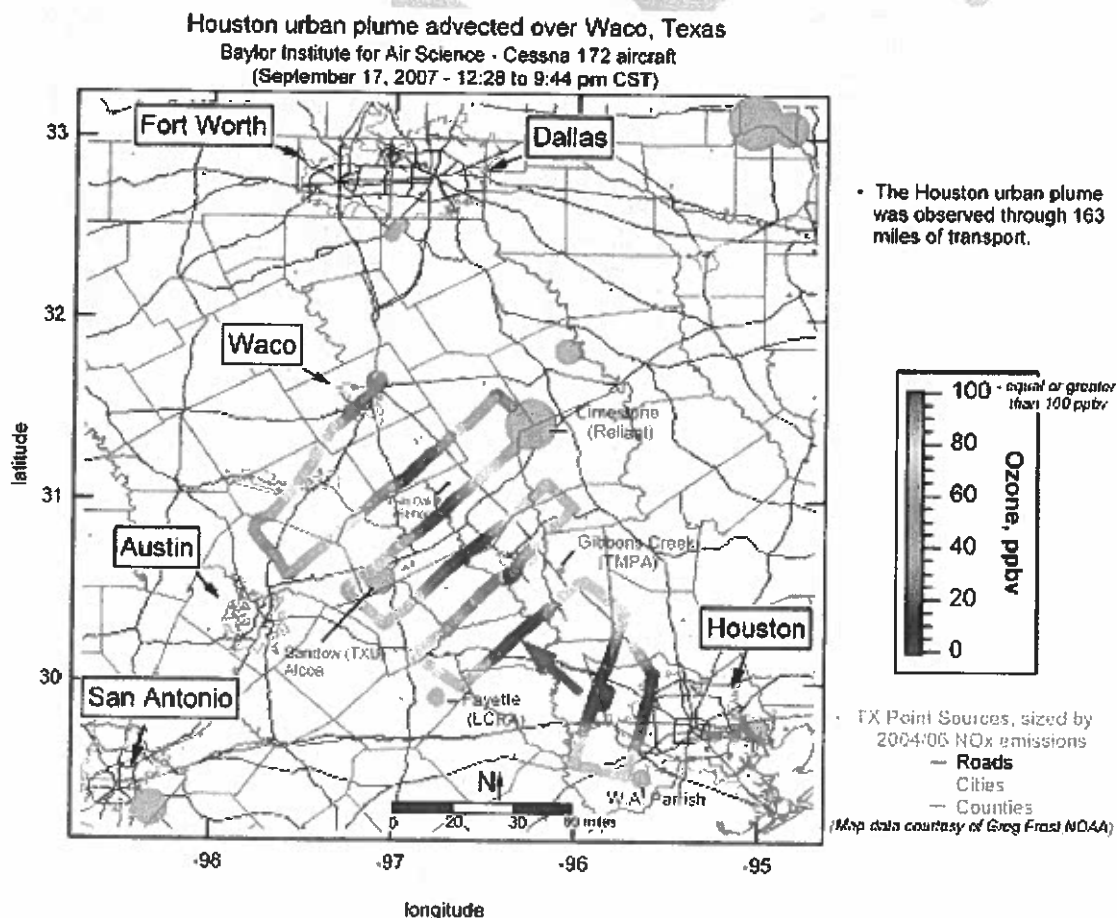


Figure 3 Houston urban ozone plume. Airborne sampling data acquired by Baylor University on September 17, 2007

Voluntary compliance efforts

Through the CAC's leadership, and with support from the Texas Legislature, the Texas Commission on Environmental Quality (TCEQ) and the U.S. EPA, the MSA has successfully developed and implemented three Memorandums of Agreement (MOA) to voluntarily implement measures sufficient to ensure continued attainment of the ozone NAAQS: the 1-hour Ozone Flex Plan, the Early Action Compact (EAC) and the 8-Hour O3 Flex Program.

Some of the measures implemented include a vehicle inspection and maintenance program in the two most populous counties of the MSA, locally enforced heavy vehicle idling limits, power plant emission reductions and almost 200 measures selected and implemented by local governments.

Voluntary compliance efforts such as the EAC have proven effective and should be an available option for areas that may violate the proposed lower ozone standard. These efforts result in emissions reductions sooner than would occur under the traditional nonattainment process. They also promote greater buy-in from elected officials and citizens in the local areas. Local areas can help tailor an emissions reduction plan that works for the areas' specific circumstances. Costly prescribed regulations that are not always suited to local needs can then be used only when appropriate. As in the EAC, the traditional nonattainment process could be required if the voluntary efforts are not successful, with no delays in the traditional nonattainment process.

Secondary Standard Implementation and Compliance:

The CAC supports the intent of the secondary standard to protect public welfare. We encourage EPA to take the full two-year period for the designation process to allow for more complete evaluation of the impacts of this new standard and to provide adequate time for comments. Issues needing clarification include:

- **Monitoring** – The proposal dated July 16, 2009, Ambient Ozone Monitoring Regulations: Revisions to Network Design Requirements would require a minimum of three non-urban ozone monitors be added in each state. The CAC is concerned that the current and proposed ozone monitoring requirements may not be sufficient to support accurate evaluation of compliance with the proposed secondary standard. We urge EPA to eliminate gaps in the air monitoring network that exist in non-urban areas of Texas and elsewhere.
- **Nonattainment Designations** – There are currently two ozone monitoring sites in the

MSA that are used for evaluating compliance with the primary ozone standard. The CAC believes it would be inappropriate for the EPA to utilize these urban monitoring sites to determine compliance with the secondary standard.

- Designation and Conformity - The CAC would like to see an explanation of how meaningful designation boundaries can be set and of how transportation conformity would be demonstrated.

Reduce Error of Monitoring Data

The reliability of ozone data reported from ambient air monitoring equipment is insufficient for the purpose of making nonattainment designations under the proposed standards. The EPA quality assurance specifications currently allow the accuracy of regulatory monitors to have an error range of +/- 7%. We believe the error bounds should be reduced by more frequent calibration of monitoring equipment, especially the controlling regulatory monitors, to give an accuracy of +/- 5% or better.

The EPA and the State are encouraged to devote adequate resources to more frequently verify and correct the accuracy of the monitoring equipment through calibration and other available protocols. Based on the health effects documentation of the EPA and the costly consequences of nonattainment, it is crucial to more accurately measure air quality conditions.

Multi-Pollutant Approach

The EPA should consider the combined intent and impact of proposed NAAQS for ozone and other criteria pollutants and future greenhouse gas regulations. It is paramount that criteria pollutant regulations do not impair the nation's ability to reduce the amount of heat-trapping greenhouse gas emissions in the atmosphere and vice versa. Where possible, ozone, NO₂, SO₂, PM_{2.5} and greenhouse gas regulations should enhance the efforts of the other and not create contradictory effects.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to submit a Letter of Interest to the Texas Veterans Commission regarding funding to support the Hays County Veterans Services Office.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

The Texas Veterans Commission (TVC) has recently announced the availability of grant funds to assist organizations in the provision of services to veterans. A Letter of Interest must be submitted to TVC by March 10, 2010 indicating the areas for which grant funding will be requested. If selected, a grant application will be forwarded to the County on or about March 24 to be filed out and filed by April 7, with final grant award decisions made by TVC on May 17, 2010. General guidelines for the Letter of Interest are attached.

The ongoing assessment of the Hays County Veterans Services Office has indicated several areas for which funding may be sought, including transportation and enhancement or improvement of veterans' assistance programs. The subcommittee on transportation needs of the Veterans Affairs Office will be meeting the morning of March 4 to assess possible alternatives in this area, and it is anticipated that some possibilities may arise for use of grant funds. Following this meeting, a Letter of Interest to the TVC will be developed for Commissioners Court review on March 9, 2010 for possible submission by the deadline of March 10.

Texas Veterans Commission Fund for Veterans' Assistance Instructions for Submitting a Letter of Interest

The Texas Veterans Commission (TVC) is pleased to announce this solicitation of Letters of Interest from organizations interested in applying for TVC Fund for Veterans' Assistance (FVA) grants. The Texas Legislature created the FVA to make grants that address veterans' needs and to enhance veterans' assistance programs, including veterans' representation and counseling. The FVA receives funding from generous individual and corporate donations, the Texas Veterans' lottery scratch-off game, and directed contributions from the State Employee Charitable Campaign.

Applying for a TVC grant is a two-step process. First, applicants must submit a Letter of Interest, along with required supporting materials. Organizations with a meritorious Letter of Interest, as determined via objective review criteria, will be invited to submit a grant application.

A *grant proposal* for TVC FVA funding is accepted by **invitation only**, following receipt of a meritorious Letter of Interest. Letters of Interest are accepted at the discretion of TVC based on the requirements for use and the availability of the funds. Applicants can expect to be notified regarding the status of their Letter of Interest within four weeks.

Information and instructions for submitting a Letter of Interest follow below.

Fund for Veterans' Assistance Grant Purposes

Each Letter of Interest must propose a project that meets at least one of the following grant purposes:

- Emergency financial needs of veterans and their families;
- Transportation services;
- Family and/or individual counseling for Post-Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI);
- Employment training, education, and job placement assistance that supplements and does not supplant existing funding and services;
- Housing assistance for homeless veterans;
- Family and child services;
- Legal services, excluding criminal defense;
- Development of professional services networks; and
- Enhancement or improvement of veterans' assistance programs, including veterans' representation and counseling.

Funding Considerations

Weight will be given to Letters of Interest that propose projects which address one or more of the following funding considerations (other factors being equal):

- Expands access to hard-to-reach veterans – for example, expand access through collaboration with other organizations serving the target population;

- Serves especially vulnerable veteran population segments;
- Addresses well-documented, high-priority needs NOT being adequately met by other providers;
- Applies creative and innovative methods/approaches that could significantly enhance access, increase efficiency, improve service quality, and/or could be replicable/expandable or addresses new and emerging veterans issues;
- Leverages our investment by attracting non-TVC grant funds or other resources - e.g., matching funds or volunteer efforts;
- Results in improvements in the lives of Texas veterans and their families.

Organizations Eligible to Submit a Letter of Interest

Organizations eligible to submit a Letter of Interest are:

- IRS Code 501(c)(3) charitable organizations chartered in Texas;
- IRS Code 501(c)(19) Post or Organization of Past or Present Members of the Armed Forces; and
- IRS Code 170 (c)(1) governmental entities, .

Organizations NOT Eligible to Submit a Letter of Interest

The following organizations are **NOT** eligible to submit a Letter of Interest.

- Individuals;
- For-profit entities;
- Units of federal or state government;
- Organizations operating primarily outside of Texas;
- Organizations not incorporated in the state of Texas; and
- Organizations that currently have an open Texas Veterans Commission Fund for Veterans' Assistance grant.

Available Funding

The estimated amount of funding available for this solicitation is approximately \$3,000,000.

The **minimum** funding amount is \$10,000 per project.

The **maximum** funding amount is \$1,000,000 per project.

Project Period

The project period is the period of time that grantees may carry out grant activities and expend grant funds. All grant activities and expenditures must occur during this period. For this solicitation, organizations submitting a Letter of Interest must specify the project period, in months, of the proposed project period.

TVC Option to Extend Grants

TVC reserves the option to extend grants for up to two grant periods. A grant extension will be for the length of the original grant period and for the original funding amount. Such extensions are contingent

on the grantee meeting all contract obligations, available funding, and approval by TVC Commissioners.

Funding Exclusions and Prohibitions on Use of Funds

Organizations submitting a Letter of Interest should carefully consider the following funding exclusions. Grant funds **cannot** be used for the following:

- Provision of financial assistance for such needs as payment for cable TV bills, travel for vacations, credit card bills, more than one phone, etc;
- Provision of **cash** to veterans and/or their families;
- Purchase of personal cars or homes;
- Vehicle repair that exceeds the value of the vehicle;
- Criminal law;
- Scholarships for education;
- Payment of child support;
- Contributions to any political party, political association, or the campaign of any candidate for public office, party office, or similar political activities;
- Contributions that support or oppose candidates for public or party office, or to support or oppose any ballot questions;
- Provision of assistance to incarcerated veterans; or
- Provision of assistance to dishonorably discharged veterans.

Submission Deadline

Each Letter of Interest must be **received** by TVC no later than 5:00 PM Central Time, Wednesday, March 10, 2010.

Timeline of Key Events

February 24, 2010	Solicitation for Letters of Interest released.
March 10, 2010	Completed Letters of Interest must be received by TVC no later than 5:00 PM Central Time. A completed Letter of Interest may be faxed or emailed.
March 24, 2010	Organizations with a meritorious Letter of Interest are invited to submit an application for grant funding. Grant applications get emailed to these organizations.
April 07, 2010	Completed grant applicants must be received by TVC no later than 5:00 PM Central Time. Email and fax copies of the completed application are not acceptable.
May 17, 2010	TVC Commissioners make final grant award decisions.

Number of Copies

Applicants must submit one complete paper copy of the Letter of Interest and required attachments. The Letter of Interest must be signed by the party legally responsible to execute contractual

agreements. Email or fax copies will **not** be accepted. Letters of Interest received after the deadline will not be considered.

Where to Submit Letters of Interest

Delivery Method	Address
Email	Email Address: grants@tvc.state.tx.us Subject Line: Specify "Letter of Interest" in the subject line.
Fax	To: Grant Coordinator Subject: Letter of Interest Fax #: 512-475-2395
U.S. Postal Service	Texas Veterans Commission Fund for Veterans' Assistance Post Office Box 12277 Austin, Texas 78711-2277
Courier Delivery, including Federal Express, UPS, etc.	Texas Veterans Commission Fund for Veterans' Assistance 1700 North Congress, Suite 800 Austin, Texas 78701
Hand Delivery	Texas Veterans Commission Fund for Veterans' Assistance 1700 North Congress, Suite 800 Austin, Texas 78701

Letter of Interest Formatting

Use the following formatting guidelines for the Letter of Interest:

- Use 8½" x 11" paper with 1" margins;
- Font must be either Arial or Verdana;
- No font sizes smaller than 9 points;
- All pages must be typed. Hand-written pages will not be considered;
- All pages must be single-sided; and
- All pages must be consecutively numbered.

Letters of Interest must be bound using binder clips. Do not use staples, rubber bands, folders, or notebooks, or any other binding. Adherence to submission guidance will be considered in the Letter of Interest evaluation.

Specific Letter of Interest Guidelines

The following narrative and budget information must be included in the Letter of Interest:

- Information about the submitting organization:
 - a. Organization name;
 - b. Complete mailing address, telephone number, email address, and website URL;
 - c. Name, complete mailing address, telephone number, and email address of project principal(s);
 - d. Employer Identification Number.
- A statement indicating which Fund for Veterans' Assistance Grant Purpose(s) the proposed project will support. (Please refer to the list of "Fund for Veterans' Assistance Grant Purposes" on page 1.);
- Project title and summary of project goals and objectives (300 words or less);
- The geographic service area of the proposed project;
- Project time period – Submit a brief description of how many months the proposed project will operate, the proposed project begin date, and the proposed project end date;
- A budget that covers the proposed project time period and a narrative description of major cost items.

In developing the budget, consider the following:

- a. Administrative Costs - No more than 7% of the total amount requested can be used for administrative costs.
 - b. Capital Outlay – Capital outlay encompasses articles of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the following: 1) the capitalization level established by the applicant for financial statement purposes; or 2) \$5,000. All capital outlay, regardless of the dollar amount, requires TVC approval. Funds may be used to purchase capital outlay only when absolutely necessary to accomplish project objectives.
- Alternative/additional funding available to the project;
 - Any in-kind and non-financial contributions/resources available to the project;
 - A list of objective, quantifiable project outcomes, performance measures, and/or project deliverables;
 - Target audience and number of people targeted by project; and
 - Description of the target audience and the number of people targeted by the proposed project.

Along with the narrative and budget information, the following supporting documentation must be included with the Letter of Interest:

*For 501(c)(3) charitable organizations and for 501(c)(19) Post or Organization of Past or Present Members of the Armed Forces **only** – A copy of the Federal Tax Exemption letter under 501(c)(3) of the Internal Revenue Code.*

Contact Information

If you have questions about the Letter of Interest or grant process, please contact grants@tvc.state.tx.us.

NOTE: A Letter of Interest that does not include all required information will not be reviewed.

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Discussion and possible action to extend the maintenance contract with D&T Services for the Pct. 4 OSSF.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$1,200

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-695-00.5456 (Building/Maintenance)

REQUESTED BY: Knott and Ford

SPONSORED BY: Ford

SUMMARY:

The current maintenance contract with D&T Services for inspection of the OSSF system at the Pct. 4 building expires on March 25, 2010. Based on the inspection reports and pursuant to the original permit issued by the City of Dripping Springs, it is the recommendation of the City that Hays County extend the maintenance contract for a period of one year. Funds for the extension of this contract will be paid through Building and Maintenance as noted above. See attached contract.

Agenda Item Routing Form

DESCRIPTION OF Item: Maintenance Contract with D&T Services for Pct. 4 OSSF

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1200

LINE ITEM NUMBER: 001-695-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED:

PAYMENT TERMS ACCEPTABLE:

COMMENTS: move funds from 5456 (janitorial svcs) to 5448 (contract svcs) in Bldg Mtc.

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: _____

Permit #
2007-17

D & T Services

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on this 25 day of March, 2010, by and between D. & T. Services, a Texas company, and Hays Co. Pet 4 hereinafter referred to as the Client. In consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE 1 REPRESENTATIONS Legal Status of D. & T. Services

1.01 Doug Wheatley d/b/a D&T Services is a sole in good standing under the laws of the State of Texas, with power to own property and carry on its business as it is now being conducted. D. & T. Services has its principal office and place of business at 2707 Center Point Rd., San Marcos, Texas 78666.

Status of the Client

1.02 The Client is an individual and owners of the property located at 195 Roger Hanks Parkway Dripping Springs Texas 78620. Known as Roger Hanks Park Lot 11.
(Mailing address, City, zip code, legal description)

Subject Matter

1.03 The Client is the owner(s) of a high performance biofiltration/drip irrigation on-site water reclamation system, hereinafter referred to as the "system", which is used as the on site wastewater system and desires that D. & T. Services maintain said system so as to keep each component thereof in good working order and repair; and in compliance with the Texas Commission on Environmental Quality and the City of Dripping Springs Environmental Health Department's requirements for on-site sewage disposal installations.

ARTICLE 2 TERMS AND CONDITIONS Equipment Covered

2.01 D. & T. Services or its authorized representative shall keep each component of the system of the Client, whether now owned or hereafter acquired by it, in good working order and repair; and in accordance with the Texas Natural Resource Conservation Commission and the Hays County Environmental Health Department's requirements for on-site sewage disposal installations during the continuance of this Agreement.

Services and Repairs

2.02 At least once every (1) one month ('s), D. & T. Services or its authorized representative shall check for the system for proper function. An inspection report will be filed as follows: D. & T. Services shall retain one copy, or its authorized representative, the second copy is sent to the local permitting authority and the third copy is sent to the Client. Any tests of system function shall be in accordance with 30 Texas Administrative Code Section 285.91(4).

2.03 In the event that any component or components of the system become worn or otherwise defective or are damaged or broken, whether through the negligence of the Client or otherwise, D. & T. Services or its authorized representative shall repair or replace the component or components and restore the system to good working order. No component warranty or manufacturer warranty is expressed or implied with this Agreement.

2.04 In the event that the any of the tank chambers of the system need pumping out, whether through the negligence of the Client or otherwise, D. & T. Services or its authorized representative shall clean or pump-out these components and restore the system to good working order.

2.05 In the event of any failure in the operation of this system, D. & T. Services will be on call at 1-512-392-2712, and will respond within 24 hours.

Compensation

2.06 In consideration of D. & T. Services services as stated in this Agreement and the services rendered and to be rendered by D. & T. Services, the Client hereby agrees to pay to in accordance with the fee schedule attached as Exhibit "A" hereto.

2.07 Additionally the Client hereby agrees to pay the fair and reasonable value of all replacement parts and the necessary labor costs in installing the replacement parts, cleanings, and pump-outs for the proper repair and maintenance of the system supplied by D. & T. Services, its employees, agents, and subcontractors.

2.08 As D. & T. Services is a professional environmental services company, additional services shall be made available to the Client in accordance with the schedule attached as Exhibit "A" hereto.

2.09 D. & T. Services and Client will make payment arrangement prior to the beginning of any work. Invoice will list the amount of time and the fees charged in accordance with the fee schedule attached as Exhibit "A" hereto for the actual services performed by D. & T. Services, its employees, agents, and subcontractors plus the value of all replacement parts and the necessary labor costs in installing the replacement parts, cleanings, and pump-outs for the proper repair and maintenance of the system supplied by D. & T. Services, its employees, agents, and subcontractors.

Duration of Agreement

2.10 This agreement shall continue in force for a period of one (1) year from the day and year first written above.

2.11 Prior to expiration of this Agreement, termination may be by agreement; either party may give the other party 30 days written notice, and upon the expiration of the 30-day time period, this Agreement shall be terminated.

2.12 Except as permitted by subsection 2.15, this Agreement is not assignable without the consent of D. & T. Services in writing.

2.13 If the Client should sell the residence in which the system is used, he may as part of such sale assign this Agreement to the purchaser, and in such event the purchaser shall be entitled to enforce this Agreement and shall be liable thereunder in the same manner and to the same extent as the Client.

ARTICLE 3
MISCELLANEOUS PROVISIONS
Texas Law to Apply

3.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.

Parties Bound

3.02 This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

Legal Construction

3.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

Prior Agreements Superseded

3.04 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting them within the subject matter.

EXECUTED AT on the day and year first written above.

D. & T. Services

CLIENT

By: _____
Douglas A. Whealley

By: X _____

EXHIBIT "A"**D&T SERVICES****JANUARY 1, 2010 FEE SCHEDULE****Prices are subject to change****PROFESSIONAL STAFF**

Staff Professional	\$ 60.00/hr.
Technician/Draftsman	\$ 40.00/hr.

EQUIPMENT AND EXPENSES

Scum/Sludge Depth Indicator	\$ 20.00/day
pH, Conductivity Meter	\$ 10.00/day
BOD ₅ /TSS Sampling	\$ 75.00/sample
Fecal Coliform Sampling	\$ 25.00/sample
Mileage	\$ 0.55/mile
Sub consultant Services	Cost + 15%
Service Call	\$60.00 + milage
1 Yr. Contract	\$ 1200. $\frac{00}{12}$

D&T Services

2707 Center Point Rd.
San Marcos, TX 78666-9470

Invoice

Date	Invoice #
2/25/2010	4381

Bill To
11ays County Pct. # 4 PO Box 1158 Dripping Springs, Tx. 78620

			Terms
Description	Qty	Rate	Amount
1 Yr. Maintenance Agreement		1,200.00	1,200.00
Subtotal			\$1,200.00
Sales Tax (8.25%)			\$0.00
Total			\$1,200.00
Payments/Credits			\$0.00
Balance Due			\$1,200.00

We also accept Visa / Master Card and Discover as a form of payment.

Phone #	Fax #
1-512-392-2712	1-512-392-2711

Agenda Item Request Form

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

AGENDA ITEM: Discussion of and possible action on implementing a sixty (60) day moratorium on the re-subdivision of previously platted lots located within the Hays County portion of the Hill Country Priority Groundwater Management Area (PGMA).

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza, Development Programs Manager

SPONSORED BY: Judge Sumter

SUMMARY:

Background: On February 23, 2010, the Commissioners Court directed staff to prepare an agenda request to discuss a possible sixty (60) day moratorium on all re-subdivisions in Hays County. The discussion began as a response to concerns over potential subdivisions of previously platted lots to acreages below the 6 acre minimum size adopted in the current Hays County Development Regulations. As drafted, the Development Regulations allow subdivisions of less than 6 acres to occur over the Hays County portion of the Hill Country Priority Groundwater Management Area (PGMA) if the subdivision is exempt from Hays County water availability requirements. The exemptions are listed in Chapter 715, Section 3.01 of the Development Regulations. To date, many of the exemptions staff has seen are under Subsection C-1, which removes the requirement for divisions resulting in fewer than 5 lots with an average of 2 acres or more.

This moratorium would prohibit any further re-subdivisions until the Commissioners Court has had an opportunity to review staff recommendations regarding the exemptions listed in Chapter 715, Section 3.

If this item is approved, during the moratorium, Development Services staff will not accept applications for re-subdivisions in areas located within the State of Texas defined PGMA where the proposed water source is individual water wells.

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 grant North Hays Optimist a time extension on matching funds and to further allow the construction of a small office space and concessions building from total project savings.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: none, already granted

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Perry/Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: This contract will expire April 17, 2010 and was officially executed April 16, 2008 by Commissioner's Court. Please refer to request letter and as a reminder to the court, here are services this organization provides:

1. They serve approximately 2000 to 2500 Hays Co. kids a year and even more as visiting teams come to play at NHO every week.
2. Currently, they offer Softball, Baseball, Cheerleading, Tackle Football and Flag Football. Tackle Football is offered once a year (Summer/Fall). All other sports are offered year round. They are in the process of taking over a basketball program and/or starting a wrestling program in the winter months.
3. They have 4 baseball fields, 1 softball field, 1 regulation football field and 1 80 yard football field. Because they have grown to so many football teams they have turned to the local HCISD schools and practice at the schools.
4. They also have 3 playscapes and an outdoor basketball court that is open to the public.
5. Games are held almost every weekend. Either Baseball/Softball or football is played all the time now including several Festivals (Fall festival, Kick-off tailgater, Jamboree, spring-fling etc...) These include activities specifically for kids. Such as a dunk booth, air-walks, DJ, various games and food. The goal is to give everyone something to do...even if they do not play sports. It's difficult to place a specific number on how many total events are held. As a side note they also run the Santa Booth at Budafest each year (10 years running).
6. They turn no child away for any reason and are very passionate about that. They offer Baseball/Softball for less than half the cost of other surrounding leagues. Their Football program is the least expensive in Central Texas Pop Warner. They also offer financial assistance or scholarships when needed. All anyone needs to do to be a Gator is ask!
7. Lastly, they offer a place for the Hays County Community Service workers to work off their hours. Every Sunday an NHO volunteer goes out and supervises 5 to 15 guys for 8 to 10 hours. They do this to help maintain the common areas, but more importantly to help folks get back on track in the community.

They depend on the community to help us do what they do. They have no paid employees. Every cent they earn goes directly back to the programs. All of their current resources are spent on the needs of their participants (the

Commissioner Ingalsbe,

Jeff Hauff requested that I contact you in writing, regarding an extension and grant modification. Here are the areas that we need to modify:

1. Time extension. The current grant is supposed to end in April. However, due to the weather this past summer (extreme heat and drought) and the rain currently we have been unable to do much of anything the last 6 to 8 months or so. I am requesting an extension to December 31, 2010. I believe we will be able to get everything done by then. Probably even before then.

Structures: We need two structures that were in our original request that we gave to the CPAT Committee. But they had to be taken out due to the amount that was reduced originally. However, because we have worked very hard getting match we believe that we can build and/or have built the structures with our remaining funds.

Remaining Funds: We have \$56,070.45 left on the Grant, and we need \$34,570.35 in Match to gain the rest of the grant dollars.

With that amount in mind, these are the areas we are requesting be added to our grant.

2. Office Space. We are looking to at a 20x30 building that will be placed on a concrete slab and will only have electricity (no water). The cost of the building itself is approximately 28K to 30K. We will have to have it insulated, and finished out inside which will likely be approximately 8 to 10K to do it correctly. However in both cases our vendor and construction man will be donating some of the labor, material and services to NHO. I do not have an exact amount on that portion.

3. Concessions Building. This will be a 10X16 building that will be on a slab as well. It will have some special accommodations built in for a concessions stand, such as roll away doors and a covered area for people in line. The building is approximately 8k to 10K. The same company is constructing both structures, so the amount of the donation will depend on what is approved by Hays Co. This building will have some finish out on the inside as well. The expected cost for that is 2k to 5k.

We expect both buildings and finish outs to have a "cash value" of \$30k, once all of the donations etc... are in place. The concrete work needed for both buildings (and to finish the sidewalks) will be approximately 45K. Our concrete guy has been outstanding and has always donated half of his unit price to NHO (which basically amounts to his time and labor). That would be a "Cash Value" of about \$25K.

Grant Completion. To wrap up the grant we will be spending pretty much every dime of the grant dollars. I will be sending out a spreadsheet with final and firm numbers. I will be acting as the General Contractor on this final phase to add to the match dollars for volunteer hours. I appreciate your time.

Lee Perry, President
North Hays Optimist

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 promote and fund Health Check 2010 for Hays County employees and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect. Add Health Check as a budgeted line item.

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

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

PREFERRED MEETING DATE REQUESTED: Tuesday, March 9, 2010

AMOUNT REQUIRED: \$6930

LINE ITEM NUMBER OF FUNDS REQUIRED: 003 730 00.5343

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY: Health Check is a community wide celebration offering health screenings including blood analysis for diabetes, cardiac risk profile (Cholesterol, Triglycerides, HDL, Cholesterol, LDL) and a complete Blood cell count (red, white, hemoglobin, hematocrit and platelets). These tests are valued at \$400, but are offered for \$35 per person through Health Check.

Additionally, CTMC is offering Hays County employees the option of pre-registering which allows for blood draws at our worksite. Tentative dates/sites for the 2010 draw are:

Wed 3/24: Justice Center

Thurs 4/1 : Road and Bridge (Yarrington)

Tuesday 4/20: Sheriff's office

In 2007, 2008 and 2009, Hays County paid 100% of the participant's fee. Participation was as follows:

2007: 155 employees participated, \$3875

2008: 184 employees participated, \$5520

2009: 165 employees participated, \$4950

The requested amount of \$6,930 (198 employees x \$35) is estimated using 20% increase in participation over 2009.

In addition to the basic blood screenings, employees can choose to have a prostate specific antigen (PSA) test, a thyroid specific hormone (TSH) test and/or a carotid artery test. Each additional test is \$15 each. Similar to last year and in order to minimize cash handling, reconciling and balancing, we are requesting the voluntary fees associated with optional tests to be payroll deducted. This has been coordinated with the Treasurer's office for payroll purposes and Treasurer Tuttle is supportive of this automation.

Additionally, last year, dependents over the age of 18 that were covered on our health plan were also allowed to participate at no cost (with the exception of the additional tests).

The actual day-long health fair portion of Health Check will be held on Thursday April 23 from 7am to 6pm at Embassy Suites in San Marcos. This is in the middle of County Government Month which will be celebrated during the month of April. The theme of this years County Government Month is 'Healthy County, Healthy Employees'.

Additionally, discuss possibility of Health Check added as a line item during the budget process.

Agenda Item Routing Form

DESCRIPTION OF Item: Fund Health Check 2010 for Hays County employees and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect. Add Health Check as a budgeted line item.

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$6930.00

LINE ITEM NUMBER: 003 730 00.5342

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

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 12:00 noon on WEDNESDAY.

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

AGENDA ITEM: Discussion and possible action to approve the sale of one property held in trust.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: March 9, 2010

REQUESTED BY: Luanne Caraway

FUNDS REQUIRED: None

SUMMARY: Attached is a spreadsheet from the delinquent tax attorney for the property showing the total bid as well as the amount recovered on the judgment. I am also attaching a copy of the delinquent tax statement as of March, 2010. The City of San Marcos would like to acquire this property which is near Dunbar Park. The San Marcos CISD will consider this bid at their March meeting.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED:

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
The Terrace II
2700 Via Fortuna Drive, Suite 400
P. O. BOX 17428
AUSTIN, TEXAS 78760

512/447-6675 ext 3833
FAX 512/443-3494

Douglas Steven Bird, Partner

email to steve.bird@publicans.com

February 3, 2010

Mr. Michael D. Abild, CPA, Assistant Superintendent
Business & Support Services
San Marcos Consolidated Independent School District
P. O. Box 1087
San Marcos, Texas 78667-1087

Mrs. Luanne Caraway
Tax Assessor-Collector
102 North LBJ, Courthouse Annex
San Marcos, Texas 78666

Re: Suit No. 07-0506, City of San Marcos, et al vs. James Crawford
37.5 ft. x 65 ft. out of Farm Lot No. 5, City of San Marcos, Vol. 130, Page 109, Deed
Records of Hays County, Texas 205 W MLK Drive (near Dunbar Park), Tax Account
No. R27296

~~**Suit No. 99-1234, County of Hays vs. Roy Kirby Coleman**
Lot 5, and Part of Lot 6, Block 5 aka East 48' of a portion of Farm Lot 5, City of San
Marcos, Vol. 683, Page 465, Deed Records of Hays County, Texas 214 Centre Street
(near Dunbar Park), Tax Account No. R27294~~

Dear Mike and Luanne:

The City of San Marcos would like to acquire the above-referenced properties situated near the City's Dunbar Park. These properties are tax "trust" properties, being properties that were bid off after receiving no bids at the respective tax foreclosure auction. Each of the taxing jurisdictions owns a portion of each lot in proportion to their tax liens.

The City of San Marcos is prepared to submit a purchase price duly approved by the City Council that will – consistent with appropriate statutory provisions – pay the associated court costs in full. In addition, the City is willing to offer a nominal amount to be applied toward each entities tax debt. Because the offer made by the City is for less than the minimum bid at foreclosure it therefore requires formal action by the Board of Trustees and County Commissioners respectively. Enclosed you will find a detailed breakdown of the City's offer.

Mr. Mike Abild, Assistant Superintendent SMCISD
Mrs. Luanne Caraway, Tax Assessor Collector Hays County
February 3, 2010
Page 2

If you would prefer that I be available to answer potential questions at the meetings in which you will schedule this as an agenda item, please do not hesitate to let me know. And should you have any questions prior to the meeting, please feel free to call anytime.

Sincerely,

/s/

Douglas Steven Bird
Attorney at Law

DSB:kas
Enclosures

cc: Mrs. Janis Hendrix
Community Initiatives Administrator
630 E Hopkins Street
San Marcos, Texas 78666

Mr. Gilbert T. Bragg
McCreary, Veselka, Bragg & Allen
P.O. Box 1290
San Marcos, Texas 78667-1290

Commissioner Debbie Ingalsbe, Precinct 1
Via email: Debbiei@co.hays.tx.us

SUIT NO. 07-0506
37.5 ft. x 65 ft. out of Farm Lot No. 5
Vol. 130, Page 109
205 W MILK Drive (near Dunbar Park)

Tax Account No. R27296

Offer Amount: \$1,500.00

Judgment Date	Tax Years Due Judgment Amount	Assessed Value	Tax Sale Date	Costs of Suit and Sale	Entity	Judgment Tax Recovered	Judgment Recovery
11/19/07	SMCISD 1988-2006 \$7,296.06 CITY 1989-2006 \$2,435.24 CO. 1988-2008 \$3,437.10	\$7,310.00	04/01/08	Constable's Fees \$210.00 Publication Fee \$150.00 Abstract Fee \$135.00 Court Costs \$687.00	SMCISD CITY CO.	\$216.17 \$NA \$101.83	3%

SUIT NO. 99-1234

Lot 5, and Part of Lot 6, Block 5 aka East 48' of a portion of Farm Lot 5
Vol. 683, Page 465, Deed Records
214 Centre Street (near Dunbar Park)

Tax Account No. R27294

Offer Amount: \$1,000.00

Judgment Date	Tax Years Due Judgment Amount	Assessed Value	Tax Sale Date	Costs of Suit and Sale	Entity	Judgment Tax Recovered	Judgment Recovery
07/19/00	SMCISD 1981-1999 \$3,092.83 CITY 1981-1999 \$2,122.59 CO. 1977-1999 \$1,189.61	\$8,000.00	08/07/01	Constable's Levy \$75.00 Publication Fee \$381.00 Abstract Fee \$100.00 Court Costs \$252.00	SMCISD CITY CO.	\$141.04 \$NA \$50.96	4%

Account Summary

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Visit us at www.tax.co.hays.tx.us

Property: 11-2895-0500-00900-3
Quick Ref ID: R27296
Owner: SAN MARCOS CITY OF TRUSTEE
Situs Address: 205 W MLK DR SAN MARCOS, TX 78666
Legal Description: FARM LOT 24-58 LOT PT OF BLK 5
GEO#33526074 EXEMPT % 04/01/08

SAN MARCOS CITY OF TRUSTEE
% LUANNE CARAWAY TAX A/C
COURTHOUSE ANNEX
102 N LBJ DR
SAN MARCOS, TX 78666

Assessment Values
LAND HS: 7,310
LAND NHS: 0
IMP HS: 0
IMP NHS: 0
AG MKT VALUE: 0
AG USE VALUE: 0

Exemptions: EX

Tax Bill (Effective Date: 03/03/2010)					Balance Due if Paid By March 31, 2010:		14,805.09
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
1978							
Edwards Underground	0.06	0.06	0.15	0.03		0.00	0.24
Hays County	2.40	2.40	6.05	1.27		0.00	9.72
Special Road Dist	0.90	0.90	2.27	0.48		0.00	3.65
State Of Texas	0.30	0.30	0.76	0.16		0.00	1.22
Upper San Marcos	0.06	0.06	0.15	0.03		0.00	0.24
Totals	3.72	3.72	9.38	1.97		0.00	15.07
1982							
Edwards Underground	4.49	4.49	11.32	2.37		0.00	18.18
Hays County	32.11	32.11	80.91	16.95		0.00	129.97
Special Road Dist	5.52	5.52	13.91	2.91		0.00	22.34
Upper San Marcos	13.21	13.21	33.29	6.98		0.00	53.48
Totals	55.33	55.33	139.43	29.21		0.00	223.97
1983							
Edwards Underground	3.43	3.43	8.64	1.81		0.00	13.88
Hays County	43.58	43.58	109.82	23.01		0.00	176.41
Special Road Dist	9.24	9.24	23.29	4.88		0.00	37.41
Upper San Marcos	13.21	13.21	33.29	6.98		0.00	53.48
Totals	69.46	69.46	175.04	36.68		0.00	281.18
1984							
Edwards Underground	3.17	3.17	7.99	1.67		0.00	12.83
Hays County	43.58	43.58	109.82	23.01		0.00	176.41
Special Road Dist	11.88	11.88	29.94	6.27		0.00	48.09
Upper San Marcos	13.21	13.21	33.29	6.98		0.00	53.48
Totals	71.84	71.84	181.04	37.93		0.00	290.81
1985							
Edwards Underground	2.64	2.64	6.66	1.40		0.00	10.70
Hays County	55.46	55.46	139.76	29.28		0.00	224.50
Special Road Dist	13.87	13.87	34.95	7.32		0.00	56.14
Upper San Marcos	13.21	13.21	33.29	6.98		0.00	53.48
Totals	85.18	85.18	214.66	44.98		0.00	344.82

Account Summary

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Property: 11-2895-0500-00900-3
Quick Ref ID: R27296
Owner: SAN MARCOS CITY OF TRUSTEE
Situs Address: 205 W MLK DR SAN MARCOS, TX 78666
Legal Description: FARM LOT 24-58 LOT PT OF BLK 5
GEO#33526074 EXEMPT % 04/01/08

Tax Bill (Effective Date: 03/03/2010) **Balance Due if Paid By March 31, 2010:** **14,805.09**

Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
1988							
Edwards Underground	1.39	1.39	3.51	0.74		0.00	5.64
Hays County	38.73	38.73	97.60	20.44		0.00	156.77
San Marcos CISD	149.43	149.43	376.57	78.90		0.00	604.90
Special Road Dist	8.32	8.32	20.97	4.40		0.00	33.69
Upper San Marcos	3.95	3.95	9.95	2.08		0.00	15.98
Totals	201.82	201.82	508.60	106.56		0.00	816.98
1989							
City Of San Marcos	85.82	85.82	216.27	45.31		0.00	347.40
Edwards Underground	1.39	1.39	3.51	0.74		0.00	5.64
Hays County	38.21	38.21	96.29	20.18		0.00	154.68
San Marcos CISD	160.94	160.94	405.57	84.97		0.00	651.48
Special Road Dist	8.89	8.89	22.40	4.69		0.00	35.98
Upper San Marcos	3.59	3.59	9.05	1.90		0.00	14.54
Totals	298.84	298.84	753.09	157.79		0.00	1,209.72
1990							
City Of San Marcos	85.81	85.81	207.66	44.02		0.00	337.49
Edwards Underground	1.39	1.39	3.37	0.71		0.00	5.47
Hays County	40.79	40.79	98.70	20.93		0.00	160.42
San Marcos CISD	178.18	178.18	431.19	91.40		0.00	700.77
Special Road Dist	10.77	10.77	26.06	5.52		0.00	42.35
Upper San Marcos	2.87	2.87	6.94	1.47		0.00	11.28
Totals	319.81	319.81	773.92	164.05		0.00	1,257.78
1991							
City Of San Marcos	75.60	75.60	173.88	37.42		0.00	286.90
Edwards Underground	1.23	1.23	2.83	0.61		0.00	4.67
Hays Co. Education District	114.38	114.38	263.08	56.62		0.00	434.08
Hays County	42.74	42.74	98.29	21.15		0.00	162.18
San Marcos CISD	60.77	60.77	139.77	30.08		0.00	230.62
Special Road Dist	12.85	12.85	29.55	6.36		0.00	48.76
Upper San Marcos	2.53	2.53	5.82	1.25		0.00	9.60
Totals	310.10	310.10	713.22	153.49		0.00	1,176.81
1992							
City Of San Marcos	75.61	75.61	164.84	36.07		0.00	276.52
Edwards Underground	1.23	1.23	2.68	0.59		0.00	4.50
Hays Co. Education District	114.38	114.38	249.35	54.56		0.00	418.29
Hays County	45.11	45.11	98.34	21.52		0.00	164.97
San Marcos CISD	60.76	60.76	132.46	28.98		0.00	222.20
Special Road Dist	10.21	10.21	22.26	4.87		0.00	37.34
Upper San Marcos	2.53	2.53	5.51	1.21		0.00	9.25
Totals	309.83	309.83	675.44	147.80		0.00	1,133.07

Account Summary

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Property: 11-2895-0500-00900-3
Quick Ref ID: R27296
Owner: SAN MARCOS CITY OF TRUSTEE
Situs Address: 205 W MLK DR SAN MARCOS, TX 78666
Legal Description: FARM LOT 24-58 LOT PT OF BLK 5
GEO#33526074 EXEMPT % 04/01/08

Tax Bill (Effective Date: 03/03/2010)				Balance Due if Paid By March 31, 2010:			14,805.09
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
1993							
City Of San Marcos	57.82	57.82	119.11	26.54		0.00	203.47
Hays County	42.40	42.40	87.34	19.46		0.00	149.20
San Marcos CISD	194.84	194.84	401.37	89.43		0.00	685.64
Special Road Dist	10.71	10.71	22.05	4.91		0.00	37.67
Upper San Marcos	2.51	2.51	5.17	1.15		0.00	8.83
Totals	308.28	308.28	635.04	141.49		0.00	1,084.81
1994							
City Of San Marcos	69.37	69.37	134.57	30.59		0.00	234.53
Edwards Underground	1.48	1.48	2.87	0.65		0.00	5.00
Hays County	53.55	53.55	103.88	23.61		0.00	181.04
San Marcos CISD	216.18	216.18	419.39	95.34		0.00	730.91
Special Road Dist	9.06	9.06	17.58	4.00		0.00	30.64
Upper San Marcos	3.02	3.02	5.86	1.33		0.00	10.21
Totals	352.66	352.66	684.15	155.52		0.00	1,192.33
1995							
City Of San Marcos	33.95	33.95	61.79	14.36		0.00	110.10
Hays County	28.41	28.41	51.71	12.01		0.00	92.13
San Marcos CISD	111.05	111.05	202.11	46.97		0.00	360.13
Special Road Dist	3.99	3.99	7.26	1.69		0.00	12.94
Upper San Marcos	1.48	1.48	2.70	0.63		0.00	4.81
Totals	178.88	178.88	325.57	75.66		0.00	580.11
1996							
City Of San Marcos	32.47	32.47	55.20	13.15		0.00	100.82
Hays County	29.08	29.08	49.44	11.77		0.00	90.29
San Marcos CISD	103.67	103.67	176.24	41.98		0.00	321.89
Special Road Dist	4.68	4.68	7.95	1.89		0.00	14.52
Upper San Marcos	1.48	1.48	2.52	0.60		0.00	4.60
Totals	171.38	171.38	291.35	69.39		0.00	532.12
1997							
City Of San Marcos	32.10	32.10	50.73	12.42		0.00	95.25
Hays County	27.99	27.99	44.22	10.84		0.00	83.05
San Marcos CISD	102.43	102.43	161.84	39.64		0.00	303.91
Special Road Dist	6.24	6.24	9.86	2.42		0.00	18.52
Upper San Marcos	1.11	1.11	1.75	0.43		0.00	3.29
Totals	169.87	169.87	268.40	65.75		0.00	504.02
1998							
City Of San Marcos	32.10	32.10	46.87	11.85		0.00	90.82
Hays County	27.99	27.99	40.87	10.32		0.00	79.18
San Marcos CISD	114.39	114.39	167.01	42.20		0.00	323.60

Account Summary

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Property: 11-2895-0500-00900-3
Quick Ref ID: R27296
Owner: SAN MARCOS CITY OF TRUSTEE
Situs Address: 205 W MLK DR SAN MARCOS, TX 78666
Legal Description: FARM LOT 24-58 LOT PT QF BLK 5
GEO#33526074 EXEMPT % 04/01/08

Tax Bill (Effective Date: 03/03/2010)

Balance Due if Paid By March 31, 2010:

14,805.09

Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
Special Road Dist	6.24	6.24	9.11	2.30		0.00	17.65
Totals	180.72	180.72	263.86	66.67		0.00	511.25
1999							
City Of San Marcos	34.02	34.02	45.60	11.94		0.00	91.56
Hays County	26.41	26.41	35.39	9.27		0.00	71.07
San Marcos CISD	106.55	106.55	142.77	37.40		0.00	286.72
Special Road Dist	7.08	7.08	9.49	2.49		0.00	19.06
Totals	174.06	174.06	233.25	61.10		0.00	468.41
2000							
City Of San Marcos	34.02	34.02	41.51	11.33		0.00	86.86
Hays County	26.41	26.41	32.23	8.80		0.00	67.44
San Marcos CISD	110.35	110.35	134.63	36.74		0.00	281.72
Special Road Dist	7.08	7.08	8.64	2.36		0.00	18.08
Totals	177.86	177.86	217.01	59.23		0.00	454.10
2001							
City Of San Marcos	34.76	34.76	38.24	10.95		0.00	83.95
Hays County	27.32	27.32	30.04	8.60		0.00	65.96
San Marcos CISD	105.50	105.50	116.05	33.23		0.00	254.78
Special Road Dist	5.60	5.60	6.16	1.76		0.00	13.52
Totals	173.18	173.18	190.49	54.54		0.00	418.21
2002							
City Of San Marcos	34.76	34.76	34.08	10.33		0.00	79.17
Hays County	27.68	27.68	27.13	8.22		0.00	63.03
San Marcos CISD	118.08	118.08	115.72	35.07		0.00	268.87
Special Road Dist	5.24	5.24	5.14	1.56		0.00	11.94
Totals	185.76	185.76	182.07	55.18		0.00	423.01
2003							
City Of San Marcos	34.76	34.76	29.89	9.70		0.00	74.35
Hays County	27.68	27.68	23.81	7.72		0.00	59.21
San Marcos CISD	118.08	118.08	101.55	32.94		0.00	252.57
Special Road Dist	5.24	5.24	4.51	1.46		0.00	11.21
Totals	185.76	185.76	159.76	51.82		0.00	397.34
2004							
City Of San Marcos	34.76	34.76	25.72	9.08		0.00	69.56
Edwards Underground	0.00	0.00	0.00	0.00		0.00	0.00
Hays County	28.93	28.93	21.42	7.55		0.00	57.90
San Marcos CISD	127.67	127.67	94.47	33.32		0.00	255.46
Special Road Dist	5.24	5.24	3.88	1.37		0.00	10.49
Upper San Marcos	0.00	0.00	0.00	0.00		0.00	0.00
Totals	196.60	196.60	145.49	51.32		0.00	393.41

2005

Printed on 3/03/2010 8:22 AM

Page 4 of 5

Account Summary

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Property: 11-2895-0500-00900-3
Quick Ref ID: R27296
Owner: SAN MARCOS CITY OF TRUSTEE
Situs Address: 205 W MLK DR SAN MARCOS, TX 78666
Legal Description: FARM LOT 24-58 LOT PT OF BLK 5
GEO#33526074 EXEMPT % 04/01/08

Tax Bill (Effective Date: 03/03/2010)		Balance Due if Paid By March 31, 2010:				14,805.09	
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
City Of San Marcos	34.70	34.70	21.52	8.43		0.00	64.65
Hays County	28.37	28.37	17.59	6.89		0.00	52.85
San Marcos CISD	135.05	135.05	83.73	32.82		0.00	251.60
Special Road Dist	5.24	5.24	3.25	1.27		0.00	9.76
Totals	203.36	203.36	126.09	49.41		0.00	378.86
2006							
City Of San Marcos	46.13	46.13	23.07	10.38		0.00	79.58
Hays County	37.18	37.18	18.60	8.36		0.00	64.14
San Marcos CISD	166.77	166.77	83.38	37.52		0.00	287.67
Special Road Dist	6.97	6.97	3.49	1.57		0.00	12.03
Totals	257.05	257.05	128.54	57.83		0.00	443.42
2007							
City Of San Marcos	38.75	38.75	14.72	8.02		0.00	61.49
Hays County	27.15	27.15	10.32	5.62		0.00	43.09
San Marcos CISD	100.14	100.14	38.05	20.73		0.00	158.92
Special Road Dist	6.29	6.29	2.39	1.30		0.00	9.98
Totals	172.33	172.33	65.48	35.67		0.00	273.48
2008							
City Of San Marcos	9.66	0.00	0.00	0.00	01/12/2009	9.66	0.00
Hays County	6.83	0.00	0.00	0.00	01/12/2009	6.83	0.00
San Marcos CISD	24.96	0.00	0.00	0.00	01/12/2009	24.96	0.00
Special Road Dist	1.46	0.00	0.00	0.00	01/12/2009	1.46	0.00
Totals	42.91	0.00	0.00	0.00		42.91	0.00
2009							
City Of San Marcos	0.00	0.00	0.00	0.00		0.00	0.00
Hays County	0.00	0.00	0.00	0.00		0.00	0.00
San Marcos CISD	0.00	0.00	0.00	0.00		0.00	0.00
Special Road Dist	0.00	0.00	0.00	0.00		0.00	0.00
Totals	0.00	0.00	0.00	0.00		0.00	0.00
Totals	4,856.59	4,813.68	8,060.37	1,931.04		42.91	14,805.09

Balance Due if Paid By March 31, 2010: 14,805.09

Pay By	Total Due
April 30, 2010	14,851.44
May 31, 2010	14,897.84
June 30, 2010	14,944.03

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 Change Order #7 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park Phase 2 (Site) project.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$101,759.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5611

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 18, 2009 Hays County awarded the bid (#2009-B15) for Five Mile Dam Park Phase 2 – Site - construction to Harris Road Company, Inc., in the amount of \$504,037.80. Change Orders #1-#6, previously approved by Commissioners Court, increased the total contract amount to \$527,580.00.

Change Order #7 will provide for the installation of a concrete perimeter and connector trails in lieu of the planned crushed stone surfacing proposed under the original design plans, thereby reducing future ongoing maintenance of the trail system. Twenty - 8 ft. x 10 ft. concrete pads will also be installed for shaded bench areas along the trail. Upgrade of the trail system has been made possible through a grant from the Texas Parks and Wildlife Department, Recreation Grants program to the City of San Marcos for trail improvements at Five Mile Dam Park and has been integrated into funds available for Phase II construction. Change Order #7 will result in a total contract amount of \$629,339.00 with Harris Road Company, Inc. for the Site project.

While the contract with Harris Road Company, Inc. for the Site project is with the County, this project is being conducted in partnership with the City of San Marcos. Funding for Phase 2 development at Five Mile Dam Park is being provided by the City of San Marcos, and construction project oversight is primarily by the City along with approvals for contract amount changes. The project team, including Hays County staff, meets regularly to coordinate and discuss issues associated with construction activities at Five Mile Dam Park. The City of San Marcos has approved the change order.

Agenda Item Routing Form

DESCRIPTION OF Item: Change Order #7 Five Mile Dam with Harris Road Company. Original contract for 504,037.80, previous change order takes contract amount to 527,580. Requesting additional \$101,759.00 resulting in a total contract amount of 629,339.00

PREFERRED MEETING DATE REQUESTED: March 9, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$101,759

LINE ITEM NUMBER: 147-757-97-041.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This gets us close to the maximum we can increase the original contract.

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: _____

CHANGE ORDER # 7
CITY OF SAN MARCOS, TEXAS
HAYS COUNTY
Bid #2009-B15

PROJECT: Five Mile Dam Phase 2 (Site)

CONTRACTOR: Harris Road Company

ORIGINAL CONTRACT DATE: 10/27/09

CHANGE ORDER DATE: 2/24/10

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Install 26,070 sq ft of concrete walking trails 3 1/2" thick using 6x6 mesh. Trail to be bladed prior to concrete to allow for drainage. \$102,467

Add 20 10' wide x 8' deep pads for future bench shades with 2 8"x8" weld plates. \$15,000

Remove sidewalk between concession stand and northern soccer fields. 748 lf x 6' wide
= 4,488 sq ft x \$3.50 = Credit \$15,708

Previous contract amount:	\$	<u>527,580.00</u>
Net increase/decrease in contract amount:	\$	<u>101,759.00</u>
Revised contract amount:	\$	<u>629,339.00</u>

Previous contract time of completion (substantial/final)	<u>205</u>	Days
Net increase/decrease in contract time of completion	<u>25</u>	Days
Revised contract time of completion (substantial/final)	<u>230</u>	Days

Recommended by:

Engineer:

by: Charles Mabry

Date: 2/25/10

CHARLES MABRY, LAND DESIGN PARTNERS

Printed name, title, Firm name

Requested by:

Contractor: Harris Road Company

by:

Jason Pence
Jason Pence

Date: 2/24/10

Printed name, Project Manager

Approved by:

City of San Marcos:

Date: 2-25-10

by:

Jimmy Venable (WF)
Jimmy Venable, San Marcos Parks

Approved by:

Hays County, TX:

Date: _____

by: _____

Elizabeth Sumter, County Judge



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 building materials for the RPTP Dept./Road & Bridge Division's Precinct 1 maintenance yard in an amount not to exceed \$2,500.00.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010
--

AMOUNT REQUIRED: \$2,167.38

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-5714

REQUESTED BY: Jerry Borcharding
--

SPONSORED BY: Commissioner Ingalsbe
--

SUMMARY:

The Maintenance Department has collected estimates for building materials and labor from two vendors to construct a restroom for the Precinct 1 maintenance yard. Purchase orders will be created for \$1,647.38 from Lowe's and \$520.00 from Ellison Electric.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

288425

5805

SLIP FOR

2-24-10
Jim will work
up Agenda Item
Will need Paris
labor - per Andrew Bill
will need to transfer
further into 5741
dk

TINY TITAN W/H #26349 \$218.⁰⁰

QUASOURCE Toilet #185747 \$79.⁰⁰

BUCKET #291760 \$18.⁸⁶

IRON #068452 \$14.⁸⁹

INK & B&C #132087 \$68.⁰⁰

LOWE'S

\$398.75

Total P.O. for Lowe's

\$1,647.38

materials for Bedroom
#5741

PROJECT ESTIMATE

2X4X96 KD WW SELECT STUD

CONTACT: KNOTT, RON
CUST #: 39594002

SALESPERSON: BALLARD, ZACHARY
SALES #: 1016444

PROJECT NUMBER: 279353822

DATE ESTIMATED: 02/18/10

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
12	6005	2X4X96 KD WW SELECT STUD	LUMBER	26.64
10	30906	2X6X8 ACQ TOP CHOICE TREATED	TC268T225N	59.70
2	12229	23/32 BC PINE ULX EXTERIOR	NA	49.88
30	6003	2X4X92 5/8 KD WW SELECT STUD	LUMBER	66.60
8	15601	4X8 ABTCO KNOTTY BARNSIDE UNPR		149.12
6	12473	ROOF 2 1/2" CORR 8' GALV ECONO		52.32
1	12510	GALV RIDGE ROLL 10" X 10'		21.62
2	91109	R13 FACD 106.56SQ' 15"X93"EASY	BFK001	49.00
8	11730	GYPSUM 4X8 1/2 IN REGULAR	752278212080	35.84
1	112329	DRYWALL SCREW 1 1/4" #5(-23472	S05CDW114	19.97
4	147475	GL VALSPAR SW EXT LATEX S/G WH	007.0147475.	79.92
7	8566	FRP WHITE PEBBLED 0.090"X4'X8'	77096	227.29
12	30820	2X6X8 TOP CHOICE KD WHITEWOOD	LUMBER	50.16
1	84418	32" PRO-STEEL 6PNL N/BM RH		116.00

TOTAL FOR ITEMS 1004.06
FREIGHT CHARGES 0.00
DELIVERY CHARGES 0.00
TAX AMOUNT 82.83
TOTAL ESTIMATE 1086.89

This Quote is valid until 03/20/10.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

OMZR130A

LOWE'S HOME CENTERS, INC.
STX 0159

PAGE: 1

PROJECT ESTIMATE

ELECT

CONTACT: HAYS COUNTY, RON KNOTT
CUST #: 71595314

SALESPERSON: LUNSFORD, GENE
SALES #: 2400.

PROJECT NUMBER: 279635703

DATE ESTIMATED: 02/22/10

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
2	210513	CWD 15A RESI TAMPER RESIST GFI	TRVGF15V-M	26.50
1	26514	70CFM 4SONE FAN/HEATER/LIGHT	655	61.20
1	3946	SQ-D 100A 6SP 12CIR OTDR M/L P	HOM612L100RB	24.00
1	78224	1LT CEILING FIXT CLR GS FJ05-0	FJ05-016	9.97
1	70111	12-2 COPPER NM/WG INDOOR 250'	301210800030	58.55
1	70026	10-2 COPPER NM/WG INDOOR 50'	101210900010	48.20
1	70602	CWD 20A-277V COMM SP SWITCH I	CS120V-SP-L	4.79
1	70647	CWD 2-G MIDI NYLON SWITCH PL I	PJ2V-SP-L	1.24
1	290746	METAL STPL 1/2" 500 PK(157904)	70250	4.38
1	12932	HOM 1POLE 30AMP CIR BRK	HOM130CP	2.87
1	12811	HOM 1POLE 20AMP CIR BRK	HOM120CP	2.87

TOTAL FOR ITEMS	244.57
FREIGHT CHARGES	0.00
DELIVERY CHARGES	0.00
TAX AMOUNT	20.18
TOTAL ESTIMATE	264.75

This Quote is valid until 03/24/10.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

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QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

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 Change Order #3 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (Building) project.

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: \$28,980.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5611

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 18, 2009 Hays County awarded the bid (#2009-B17) for Five Mile Dam Park, Phase 2 - Building - construction to Harris Road Company, Inc., in the amount of \$338,027.00.

Change Orders #1 and #2 approved by the Commissioners Court on January 19, 2010 increased the total contract amount to \$371,327.00.

Change Order #3 will provide for the installation of concrete trails near the building in lieu of the planned crushed stone surfacing proposed under the original design plans, thereby reducing future ongoing maintenance of the trail system, and is in the amount of \$28,980.00. Upgrade of the trail system has been made possible through a grant from the Texas Parks and Wildlife Department, Recreation Grants program to the City of San Marcos for trail improvements at Five Mile Dam Park and has been integrated into funds available for Phase II construction. Change Order #3 will result in a total contract amount of \$400,307.00 with Harris Road Company, Inc. for the Building project.

While the contract with Harris Road Company, Inc. for the Building project is with the County, this project is being conducted in partnership with the City of San Marcos. Funding for Phase II development at Five Mile Dam Park is being provided by the City of San Marcos, and construction project oversight is primarily by the City along with approvals for contract amount changes. The project team, including Hays County staff, meets regularly to coordinate and discuss issues associated with construction activities at Five Mile Dam Park. The City of San Marcos has requested and approved the change order.

CHANGE ORDER # 3
CITY OF SAN MARCOS, TEXAS
HAYS COUNTY
Bid #2009-B17

PROJECT: Five Mile Dam Phase 2 (Building)

CONTRACTOR: Harris Road Company

ORIGINAL CONTRACT DATE: 10/27/09

CHANGE ORDER DATE: 2/1/10

24

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Install 5,730 sq ft of concrete walking trails 3 1/2" thick using 6x6 mesh. Trail to be bladed prior to concrete to allow for drainage

Previous contract amount:	\$	<u>371,327.00</u>
Net increase/decrease in contract amount:	\$	<u>28,980.00</u>
Revised contract amount:	\$	<u>400,307.00</u>

Previous contract time of completion (substantial/final)	<u>200</u>	Days
Net increase/decrease in contract time of completion	<u>10</u>	Days
Revised contract time of completion (substantial/final)	<u>210</u>	Days

Recommended by:

Engineer:

by: Charles Mabry

Date: 2/25/10

CHARLES MABRY, LAND DESIGN PARTNERS
Printed name, title, Firm name

Requested by:

Contractor: Harris Road Company

by: Jason Pence
Jason Pence

Date: 12/1/09

Printed name, Project Manager

Approved by:

City of San Marcos:

Date: 2-25-10

by: Jimmy Venable (19)
Jimmy Venable, San Marcos Parks

Approved by:

Hays County, TX:

Date: _____

by: _____
Elizabeth Sumter, County Judge

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and the county's real estate consultant regarding property assessments and recommendations relating to the County's Parks and Open Space bond program. Possible action may follow in open Court.

TYPE OF ITEM: EXECUTIVE

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY/FORD

SPONSORED BY: CONLEY/FORD

SUMMARY: Summary to be provided in Executive Session.