

Commissioners Court -October 5, 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 **5TH day of October, 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 | 3 | 4-H Presentation by Richard Parrish. SUMTER |
| 2 | 4 | Presentation of new draft web design for Hays County. FORD |

PUBLIC COMMENTS

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. **Please Complete the Public Participation/ Witness Form in its Entirety.**
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

CONSENT ITEMS

The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen
May request items be pulled for separate discussion and/or action

| | | |
|---|-------|---|
| 3 | 5 | Approve payments of county invoices. HERZOG |
| 4 | 6-19 | Approve award of Bid # 2010-B17 Contractor for Stabilization Project/Old Hays County Jail to Gift-Neuhaus and authorize County Judge to execute contract. SUMTER/HERZOG/MAIORKA |
| 5 | 20-21 | Adopt a resolution supporting Combined Community Action, Inc for the administration of the Home Delivered Meal Grant Program. SUMTER |
| 6 | 22 | Approve the cancellation of Commissioners' Court on November 2, 2010. INGALSBE |
| 7 | 23-26 | Authorize the County Judge to execute a Service and Support Agreement with New World Systems for the installation and configuration of Logos.net in conjunction with the installation and configuration of Windows Server 2008 and SQL Server 2008 for our financial system's database. SUMTER/HERZOG/MCGILL |
| 8 | 27-41 | Authorize the County Judge to execute an Interlocal assistance agreement for a Regional Auto Theft Enforcement Task Force; and to acknowledge the District Attorney's authority to execute the "Special Condition-District Attorney Contract" as part of the Agreement. SUMTER/RATLIFF/HAUFF |

ACTION ITEMS

ROADS

| | | |
|----|-------|--|
| 9 | 42 | Hold a public hearing to establish traffic regulations in Deer Creek subdivision. FORD/BORCHERDING |
| 10 | 43-46 | Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock subdivision, Phase 1, Section 4. FORD/BORCHERDING |
| 11 | 47-48 | Call for a public hearing on October 18, 2010 to establish traffic regulations in Sunfield Estates. BARTON/BORCHERDING |

| MISCELLANEOUS | | |
|----------------------|-------|--|
| 12 | 49 | Discussion and possible action to double fill the Site Manager position at the Wimberley Transfer Station. SUMTER/PINNIX |
| 13 | 50-52 | Discussion and possible action to award the bid for IFB #2010-B10, "The Spring Lake Preserve", to Harris Road Company. CONLEY/HAUFF/MAIORKA |
| 14 | 53-59 | Discussion and possible action to accept the Administrative Settlement – CSJ #0285-03-049 for RR12 – Junction. CONLEY |
| 15 | 60-65 | Discussion and possible action to authorize the County Judge to execute Contracts for Engineering Services Supplemental Agreement No. 2 to Work Authorization No. 1 and Supplemental No. 2 to the Professional Services Agreement with HRM Consultants, Inc. BARTON |
| 16 | 66 | Discussion and possible action to authorize the County Judge to execute a standard Professional Services Agreement between Hays County and Loomis Partners, Inc. for the preparation of a Land Management Plan associated with the Nicholson Ranch project. FORD |
| 17 | 67 | Discussion and possible action to establish a policy for the distribution of the 2010 Hays County Road Atlas. SUMTER/WRIGHT/FLOYD |
| 18 | 68-72 | Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental Agreement No. 3 to the Professional Services Agreement with Lockwood, Andrews, and Newman, Inc. (LAN) BARTON |
| 19 | 73 | Discussion and possible action to approve Humana's proposal for 2011 for Medical, Dental benefits, and Supplemental Term Life as recommended by the Insurance Committee; and to authorize the County Judge to execute the renewal with Humana as the renewal dates approach. INGALSBE/BAEN/HERZOG |
| 20 | 74 | Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Health and Human Services for a Rural Health Network Development Planning grant, in the amount of \$85,000.00. SUMTER/HARGRAVES/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. | | |
| 21 | 75 | Executive Session pursuant to 551.072 of the Texas Government Code, to discuss negotiation and purchase of Nicholson Ranch. Possible action may follow. FORD |

ADJOURNMENT

| |
|---|
| <p>Posted by 5:00 o'clock P.M. on the 1ST day of October, 2010</p> <p>COMMISSIONERS COURT, HAYS COUNTY, TEXAS</p> <hr style="width: 50%; margin: auto;"/> <p style="text-align: center;">CLERK OF THE COURT</p> |
|---|

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

AGENDA ITEM:

4-H Presentation

CHECK ONE:

CONSENT

☐

ACTION

☐

EXECUTIVE SESSION

☐

WORKSHOP

☐

PROCLAMATION

☒

PRESENTATION

PREFERRED MEETING DATE REQUESTED:

5 October 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

Richard Parrish CEA- Ag/NR

SPONSORED BY:

Hays County Extension

SUMMARY:

*Richard would appreciate about 15 min.
for a 4-H Program update.*

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 of new draft web design for Hays County.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED

LINE ITEM NUMBER OF FUNDS REQUIRED

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY:

Laureen Chernow and Rafael Marquez will present sample web pages from the new website developed by Cold Shower Design and discuss the timeline and actions necessary before we Go Live.

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 10/5/10

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

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve award of Bid # 2010-B17 Contractor for Stabilization Project/Old Hays County Jail to Gift-Neuhaus and authorize County Judge to execute contract.

CHECK ONE: XCONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY: Sumter

SUMMARY: see attached tabulation sheet and contract

| ITEM NO. | DESCRIPTION | GIFT-NEUHAUS | G. CREEK, INC. | BARECKY CONST. | JOURNEYMAN CONST. |
|--------------|---|---------------|----------------|----------------|-------------------|
| DIV 01 | General Requirements | \$ 66,731.00 | \$ 70,000.00 | \$ 58,845.00 | \$ 202,987.00 |
| DIV 02 | Site Construction | \$ 9,665.00 | \$ 10,000.00 | \$ 26,945.00 | \$ 16,494.00 |
| DIV 03 | Concrete | \$ 14,750.00 | \$ 10,000.00 | \$ 19,597.00 | \$ 30,830.00 |
| DIV 04 | Masonry | \$ 38,561.00 | \$ 90,000.00 | \$ 74,863.00 | \$ 76,266.00 |
| DIV 05 | Metals | \$ 300.00 | | \$ 500.00 | \$ 1,750.00 |
| DIV 06 | Wood & Plastics | \$ 20,623.00 | \$ 113,000.00 | \$ 59,710.00 | \$ 139,500.00 |
| DIV 07 | Thermal & Moisture Protection | \$ 15,991.00 | \$ 60,000.00 | \$ 59,640.00 | \$ 51,735.00 |
| DIV 08 | Door & Windows | \$ 440.00 | \$ 2,000.00 | \$ 1,200.00 | \$ 1,350.00 |
| DIV 09 | Finishes | \$ 2,250.00 | \$ 5,000.00 | \$ 500.00 | \$ 2,400.00 |
| DIV 10 | Specialties | | | N/A | N/A |
| DIV 11 | Equipment | | | \$ 29,500.00 | N/A |
| DIV 12 | Furnishings | | | N/A | N/A |
| DIV 13 | Special Construction | | | N/A | N/A |
| DIV 14 | Conveying Systems | | | N/A | N/A |
| DIV 15 | Mechanical | | | N/A | N/A |
| DIV 16 | Electrical | | | \$ 800.00 | N/A |
| BASE BID AMT | | \$ 169,311.00 | \$ 360,000.00 | \$ 332,100.00 | \$ 527,312.00 |
| ALTERNATES | | | | | |
| #1 | Hipped metal roof at western (low roof) portion of building | \$ 6,519.00 | | \$ 28,320.00 | \$ 70,863.00 |
| #2 | Reconstruct brick masonry chimneys | \$ 4,600.00 | | \$ 4,930.00 | \$ 7,475.00 |

note: allowance-lead
based paint abatement
\$4,000.00

IFB 2010-B17GENERAL CONTRACTOR FOR STABILIZATION PROJECT FOR THE HISTORIC
OLD HAYS COUNTY JAIL*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 Gift- Neuhaus Properties Inc. (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

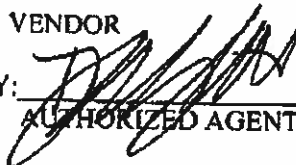
This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements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

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.**

BID FORM

Date: 8/25/2010, 2010

BID of GIFT-NEUHAUS PROPERTIES, INC. an individual proprietorship, a corporation organized and existing under the laws of the State of Texas, or a partnership consisting of _____, for the STABILIZATION PROJECT FOR THE HISTORICAL HAYS COUNTY JAIL.

THIS BID IS SUBMITTED TO:

Hays County

Attn: Cindy Maiorka CPPB

111 E. San Antonio Street, Suite 101

San Marcos, Texas 78666

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all WORK as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this IFB and in accordance with the other terms and conditions of the Contract Documents. BIDDER accepts the terms of the form of Agreement and the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for thirty (30) days after the day of BID opening. If Bidder is the successful bidder, BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of Owner's Notice of Award.
3. In submitting this BID, BIDDER represents and warrants that:
 - a) BIDDER has examined and carefully studied the Bidding Documents and Addenda. BIDDER hereby acknowledges receipt of the following Addenda: (list addenda by addendum number and date).

Addendum No.: 1 Dated: 8/17/2010
Addendum No.: N/A Dated: _____

Addendum No.: N/A Dated: _____

- b) BIDDER has visited the site, has conducted all testing at the site BIDDER deems necessary, has become familiar with, has taken into consideration in formulating its BID, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the work;
- c) Bidder is familiar with, has taken into consideration in formulating its BID and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work;
- d) BIDDER has obtained and carefully studied and is responsible for obtaining and studying any and all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishings of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto as may be necessary. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this BID for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e) BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this BID is submitted as indicated in the Contract Documents.
- f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER; BIDDER has no questions regarding the work; BIDDER has all information necessary to make a fully informed BID; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this BID is submitted.
- h) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bidder is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the work in accordance with the Bidding Documents; is fully qualified and has experience in performing work of the type as work covered by the Bidding Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which BIDDER bids and complete said work within the time stated for the following base bid price.

TOTAL BASE BID AMOUNT:

\$ 169,311.00 DOLLARS/cents

ALTERNATES:

Number One – Hipped metal roof at western (low roof) portion of building.

\$ 6519.00 DOLLARS/cents

Number Two – Reconstruct brick masonry chimneys.

\$ 4,600.00 DOLLARS/cents

When changes in the work are ordered other than identified in the proposed base bid and add alternative involving an add or deduct to these prices, and when such work has been approved by the OWNER, in writing, the successful bidder agrees that the Contract Sum shall be adjusted according to the following unit prices.

Unit prices cover the cost of all work and materials in place, complete, per drawing, and specifications and including, but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee. All items in the unit price list shall meet all requirements of the plans, details, and written specifications.

NOTE: SOME OF THE ITEMS LISTED MAY NOT BE INCLUDED IN THE BASE BID, CONTRACTOR IS REQUESTED TO PROVIDE ALL UNIT PRICES ALLOWING THE OWNER THE OPTION TO ADD OR DELETE ITEMS.

Please include a proposed schedule for the work.

BID TABLE

| ITEM NO. | DESCRIPTION | AMOUNT |
|-------------|-------------------------------|--------------|
| DIVISION 01 | GENERAL REQUIREMENTS | \$ 66,731.00 |
| DIVISION 02 | SITE CONSTRUCTION | \$ 9,665.00 |
| DIVISION 03 | CONCRETE | \$ 14,750.00 |
| DIVISION 04 | MASONRY | \$ 38,561.00 |
| DIVISION 05 | METALS | \$ 300.00 |
| DIVISION 06 | WOOD & PLASTICS | \$ 20,623.00 |
| DIVISION 07 | THERMAL & MOISTURE PROTECTION | \$ 15,991.00 |
| DIVISION 08 | DOORS & WINDOWS | \$ 440.00 |
| DIVISION 09 | FINISHES | \$ 2,250.00 |
| DIVISION 10 | SPECIALTIES | \$ |
| DIVISION 11 | EQUIPMENT | \$ |
| DIVISION 12 | FURNISHINGS | \$ |
| DIVISION 13 | SPECIAL CONSTRUCTION | \$ |
| DIVISION 14 | CONVEYING SYSTEMS | \$ |
| DIVISION 15 | MECHANICAL | \$ |
| DIVISION 16 | ELECTRICAL | \$ |

TOTAL PROJECT

\$ 169,311.00

5. BIDDER agrees to begin work promptly after written NOTICE TO PROCEED is given by OWNER.

ATTEST:

(Seal, if bidder is corporation)

By:

(Signature)

RICHARD D. GIFT

(Typed or Printed Name)

Title: PRESIDENT

Bidder: GIFT-NEUHAUS PROPERTIES, INC.
(Name of Company)

Address

PO BOX 5009

AUSTIN, TX 78763

Telephone (512) 924-2007

Fax (512) 918-8934

Surety Company STATEWIDE FUNDING AGENCY

Address 1823 FORTVIEW ROAD

Telephone (512) 416-8700

Fax

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.

GIFT-NEUHAUS PROPERTIES, INC.
 Name of Contracting Company
RICHARD GIFT
 Contact Name
PRESIDENT
 Title
POBOX 5009
 Mailing Address
AUSTIN TX 78763
 City State Zip Code
[Signature]
 Signature of Company Official Authorizing Bid/Offer
RICHARD GIFT
 Printed Name
512-924-2007 512-918-8934 Richard@GNPProperties.com
 Phone Fax E-mail address

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SG
GIFTN-1

DATE (MM/DD/YYYY)
09/09/10

PRODUCER
Legacy Texas Insurance
Services, Inc.
P.O. Box 851018
Richardson TX 75085-1018
Phone: 972-461-7300 Fax: 972-461-7340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

Gift-Neuhaus Properties
Tarrytown Center
P. O. Box 5009
Austin TX 78763-5009

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Mid Continent Casualty Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------------------|--|---------------|-------------------------------------|--------------------------------------|--|
| A X | GENERAL LIABILITY | 04GL000782207 | 10/20/09 | 10/20/10 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ Excluded |
| | <input checked="" type="checkbox"/> EIFS/Lead/Mold/As | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | OTH-ER \$ |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT \$ |
| | OTHER | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder shall be listed as Additional Insured in respects to the General Liability.

Ref: Old Hays County Jail

CERTIFICATE HOLDER

Hays County
Attn: Cindy Maioraa
111 E San Antonio St, Ste 101
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

**QUALIFICATION STATEMENT
for
ALL MASONRY**

ALL MASONRY was founded in 1975 providing masonry services in Houston and Austin, Texas. In Austin, the company engaged in residential and commercial masonry services. Many of the residential projects are in the Hyde Park Historical District (National Register) and the Old West Austin Historical District (National Register) and other local planning neighborhoods.

The following is a sample of projects completed.

1. Woodlawn (Pease Mansion): 2002-2003. The owners' wish was to preserve the Texas Preservation Board's easement protecting the east and south elevations. To accomplish this, a two-story addition, constructed in the 1950's, on the south elevation was removed returning it to its original state. Rebuilding the new wall was done in coordination with Spark's Engineering. The salvaged original construction materials, types and methods were employed to reinstall the new wall. The west elevation was experiencing multiple, severe foundation failures. The area was shored up and the wall was completely dismantled. A new traditional structural beam was installed and the wall was rebuilt using salvaged materials, types and methods. In addition to these two major areas of reconstruction, the basement, 1874 addition and 1904 addition received new structural footings and some period renovations.
2. Covert House: 2006. This home was originally constructed in 1905 at 3912 Avenue G. Completed masonry repairs to underpinning and exterior walls.
3. Campbell-Miller House: 2004. The home was constructed in 1872 at 900 Rio Grande. We provided masonry services for the perimeter wall and foundation.
4. 2307 Woodlawn Avenue: 2006. Built in circa 1940, this Classical Revival style home was once home to Austin businessman Lowell Liebermann. The project included extensive masonry work to the rear area of the house, pool and pool house.
5. 1613 Pease Road: 2006. This Colonial Revival residence was constructed in 1924. The scope of work included masonry repairs to the residence, installation of a new pool deck and repairs and installations on the pool house.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

ALL MASONRY

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1205883282000
File/Vendor Number: 83146
Approval Date: 13-AUG-2010
Expiration Date: 13-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

The signing and notarization of a declaration of loss and or affidavit and indemnity agreement may be required before this check will be replaced or refunded in the event of a loss.



REMITTER GIFT NEUHAUS PROPERTIES INC

Cashier's Check

299513

Date: 8/26/10

Branch: 1004

PAY TO THE ORDER OF EXACTLY **8,500 AND 00/100 DOLLARS
HAYS COUNTY

\$8,500.00

TWO SIGNATURES REQUIRED OVER \$1,000.00

[Handwritten signatures]

HC. OLD JAIL

COMMENT



⑈0000299513⑈ ⑆111323922⑆ 699608⑈

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Adopt a resolution supporting Combined Community Action, Inc for the administration of the Home Delivered Meal Grant Program.

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

PREFERRED MEETING DATE REQUESTED: October 2, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: JUDGE SUMTER

SUMMARY:



**RESOLUTION
TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION CERTIFYING THAT HAYS COUNTY HAS MADE A GRANT TO THE *COMBINED COMMUNITY ACTION, INC.*, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program; and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$13,000 to be used between the 1st of October, 2010 and the 30th of September, 2011.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read and passed by the affirmative vote of the County on this the 5th day of October 2010.

Elizabeth Sumter
Hays 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. Fritsche
County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve the cancellation of Commissioners' Court on November 2, 2010.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Historically, we have cancelled Commissioners' Court meetings on Election Day.

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: Authorize the County Judge to execute a Service and Support Agreement with New World Systems for the installation and configuration of Logos.net in conjunction with the installation and configuration of Windows Server 2008 and SQL Server 2008 for our financial system's database.

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

PREFERRED MEETING DATE REQUESTED: 10/5/2010

AMOUNT REQUIRED: \$7,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-680-00.5718

REQUESTED BY: Bill Herzog/Jeff McGill

SPONSORED BY: Sumter

SUMMARY:

Upgrades to our Logos.net financial system will require that our system be on a 2008 SQL Server and 2008 Windows Server. The County's Logos.net is currently running on Windows 2003 and 2005 SQL server.

New World Systems recommends that they configure the 2008 SQL Server and 2008 Windows server at the same time as the Logos.net database configuration. New Word Systems will be onsite to ensure that the financial database and configurations are running properly on the 2008 Windows and 2008 SQL server. The cost for this service is \$5,000 plus travel costs.

Agenda Item Routing Form

DESCRIPTION OF Item: New World Systems Additional Services Agreement

PREFERRED MEETING DATE REQUESTED: October 5, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$7,000

LINE ITEM NUMBER:001-680-00.5718

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

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: _____

August 30, 2010

ADDITIONAL SERVICES AGREEMENT

Ms. Marisol Alonzo
Hays County, TX
111 E. San Antonio
Suite 100
San Marcos, TX 78666

Dear Ms. Alonzo:

New World Systems is pleased to provide additional services for systems upgrade.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

HAYS COUNTY, TX
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH NOVEMBER 30, 2010.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

Allocating adequate support service resources for systems upgrade including: Current system review/analysis; Migration planning and pre-trip consultation; On-site trip (2-3 days); Windows Server 2008 installation & Configuration; SQL Server 2008 installation and configuration; Logos.NET installation; system performance tuning; and establishment of maintenance plans and back-up procedures will be \$5,000. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceed four (4) hours per Customer visit.) The installation and training support services are typically performed at Customer's premises but, at Customer's option, may be provided at New World national headquarters in Troy, Michigan. (Other support services often involve services performed at the New World's national headquarters.) Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues.

Additional support services provided by New World after execution of this Agreement will be provided at the Customer's hourly rate in effect at that time, currently \$150 per hour.

2. Additional Services Available

Other New World services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with New World technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) New World Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as Customer is going "live".

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by Customer and New World).

3. Payments for Services and Travel Costs

Support Services will be billed as follows:

| | |
|---|-----------------------|
| a) Amount invoiced upon the Effective Date (100%) | \$5,000 |
| TOTAL DUE | <u>\$5,000</u> |

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World. Payments are due within fifteen (15) days from receipt of invoice.

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: To Authorize the County Judge to execute an Interlocal assistance agreement for a Regional Auto Theft Enforcement Task Force; and to acknowledge the District Attorney's authority to execute the "Special Condition-District Attorney Contract" as part of the Agreement.

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

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ratliff/Hauff

SPONSORED BY: Sumter

SUMMARY:

This is a continuance of an ongoing Agreement between 17 Counties and respective Sheriff's Offices for the coordination and conduct of the Regional Auto Theft Enforcement Task Force. The grant funding is used to assistance in personnel salary for a field agent for the Hays County Sheriff's office.

INTERLOCAL ASSISTANCE AGREEMENT REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the Parties, pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop and implement a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I CONTINUATION OF TASK FORCE

- 1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Sheriffs Combined Auto Theft Task Force (the Task Force). The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

ARTICLE II RESOURCES

- 2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

- 2.02 Travis County has applied for a grant from the Automobile Theft Prevention Authority (the ATPA) to provide funding for several positions to support Task Force operations, as set forth in Exhibit A (Grant Application), which is attached hereto and made a part hereof. The in-kind match for the ATPA grant is also set forth in Exhibit A.
- 2.03 Travis County may apply for and receive other grants to support the Task Force operations.
- 2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.
- 2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the Subrecipients) and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 2009. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.
- 2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.
- 2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.
- 2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies,

guidelines and requirements referenced in Exhibit B (DA Contract), a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.

- 2.09 In the event that funds and/or other property are forfeited under the provision of law as a result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

ARTICLE III TASKS

- 3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.
- 3.02 The Board will:
1. set the policy of the Task Force;
 2. receive reports concerning the activities of the Task Force;
 3. meet annually on a date selected by its chairperson and at other times as set by the Board;
 4. adopt and follow proper parliamentary procedures at each of its meetings;
 5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
 6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
 7. organize and implement Task Force operations;
 8. establish inter-agency flow charts, meeting schedules and screening criteria; and
 9. designate points of contact and determine agency responsibility.
- 3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.

ARTICLE IV JURISDICTION

- 4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.

- 4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.
- 4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

ARTICLE V

COORDINATION OF LAW ENFORCEMENT OPERATIONS

- 5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.
- 5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.
- 5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

ARTICLE VI

PEACE OFFICER COMPENSATION

- 6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

ARTICLE VII

ALLOCATION OF FUNDS

- 7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.

- 7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

ARTICLE VIII LEGAL RESPONSIBILITIES

- 8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.
- 8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.
- 8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

ARTICLE IX NON-PEACE OFFICER PERSONNEL

- 9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

ARTICLE X DISTRIBUTION OF ASSETS

- 10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.
- 10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

**ARTICLE XI
TERM & COMMENCEMENT & ADDITIONAL PARTIES**

- 11.01 The term of this Agreement will be one (1) year from September 1, 2010, to August 31, 2011. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

**ARTICLE XII
TERMINATION**

- 12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

**ARTICLE XIII
PAYMENTS**

- 13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

**ARTICLE XIV
NOTICE**

- 14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

**ARTICLE XV
LEGAL CONSTRUCTION**

- 15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
- 15.02 Whenever the context of this Agreement requires, the masculine, feminine or neuter gender and the singular of plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

**ARTICLE XVI
ENTIRE AGREEMENT**

- 16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

**ARTICLE XVII
ADDITIONAL AGREEMENTS**

- 17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**ARTICLE XVIII
APPLICABLE LAW**

- 18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**ARTICLE XIX
NO THIRD PARTY RIGHTS**

- 19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**ARTICLE XX
MULTIPLE COUNTERPARTS**

- 20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

**ARTICLE XXI
ASSURANCES CERTIFICATION**

- 21.01 The undersigned Parties certify that the programs described herein meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct and that they will comply with the provisions

of the Automobile Theft Prevention Authority and all other applicable federal and state laws. The undersigned Parties certify that they will comply with the list of Assurances which is attached hereto as Exhibit C and incorporated herein by reference. The undersigned Parties further certify that, by appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, they shall assure that the applicable conditions in Exhibit C (Assurances) apply to all recipients of assistance.

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the office of the **Hays** County District Attorney and the Sheriffs' Combined Auto Theft Task Force (hereinafter referred to as the Task Force) are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and,

WHEREAS, the parties to this contract are identified as the District Attorney of **Hays** County, Texas (hereafter referred to as the District Attorney) and the Sheriffs' Combined Auto Theft Task Force, being that group organized pursuant to a grant by and through the Automobile Theft Prevention Authority; and,

WHEREAS, the District Attorney of **Hays** County, Texas has the authority to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and,

WHEREAS, the Task Force has the authority to provide law enforcement service with particular emphasis on auto theft related offenses;

NOW, THEREFORE, it is mutually agreed by and between the District Attorney and the Task Force, as follows:

The District Attorney agrees to diligently pursue all forfeiture actions that the District Attorney in his sole discretion determines should be pursued and prosecuted, which arise from operations initiated and investigated by the Task Force.

Property, other than money, seized by the Task Force under the provisions of law shall remain in the custody of the Task Force until final disposition of the forfeiture action. Money shall be deposited with the District Attorney's office pending the final judgment of forfeiture.


Upon final disposition of the forfeiture action, all funds, interest accrued, and all property attributable to the efforts of the Task Force shall be awarded to the Task Force, to be used solely for law enforcement purposes.

This agreement shall be in effect for the term of the Task Force grant award dates, 1 September 2010 to 31 August 2011.

It is agreed and noted:

Witness our hands this _____ day of _____, 2010.

DISTRICT ATTORNEY
Hays County, Texas



GRANT PROJECT DIRECTOR
Sheriffs' Combined Auto Theft Task Force

Return to Travis County SO

Resolved, Ordered and Executed as of the dates set forth below.

County of Austin

County Judge _____

Date _____

County of Bell

County Judge _____

Date _____

County of Burnet

County Judge _____

Date _____

County of Colorado

County Judge _____

Date _____

County of Fayette

County Judge _____

Date _____

County of Guadalupe

County Judge _____

Date _____

County of Lee

County Judge _____

Date _____

County of Milam

County Judge _____

Date _____

County of Wharton

County Judge _____

Date _____

County of Bastrop

County Judge _____

Date _____

County of Blanco

County Judge _____

Date _____

County of Caldwell

County Judge _____

Date _____

County of Comal

County Judge _____

Date _____

County of Gonzales

County Judge _____

Date _____

County of Hays

County Judge _____

Date _____

County of Llano

County Judge _____

Date _____

County of Travis

Samuel T. Brice
County Judge

5-4-10
Date

Return to Travis County SO

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

- 1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.**
- 2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.**
- 3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.**
- 4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.**
- 5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.**
- 6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.**
- 7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section ____36 for additional guidance on contract provisions.)
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (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 and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, 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 the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 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 subagreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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 project purposes regardless of Federal participation in purchases.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Samuel T. Biscio
Authorized Official

5-4-10
Date

ABTPA-31

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. ☒ Grant(s) expenditures of \$300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. ☒ Grant(s) expenditures of \$300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3. ☐ Grant(s) expenditures of less than \$300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4. ☐ Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds - A program-specific audit.
5. ☐ Grant(s) expenditures less than a total of \$50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.

Samuel T. Busio
Authorized Official (Signature)

[Signature]
Financial Officer (Signature)

5/04/10
Date

Date

Travis County
Grantee Organization

SA-T01-10069
Grant Number

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

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: Hold a public hearing to establish traffic regulations in Deer Creek subdivision.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

To establish: a speed limit of 20 MPH on Deer Creek Circle and on Green Oak Drive in Deer Creek subdivision.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review 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: Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock subdivision, Phase 1, Section 4.

| TYPE OF AGENDA ITEM | Subdivision | Road | Staff Recommendation |
|----------------------------|--------------------|-------------|-----------------------------|
|----------------------------|--------------------|-------------|-----------------------------|

| |
|--|
| PREFERRED MEETING DATE REQUESTED: October 5, 2010 |
|--|

| |
|-------------------------|
| AMOUNT REQUIRED: |
|-------------------------|

| |
|--|
| LINE ITEM NUMBER OF FUNDS REQUIRED: |
|--|

| |
|--|
| REQUESTED BY: Jerry Borcharding |
|--|

| |
|--|
| SPONSORED BY: Commissioner Ford |
|--|

| |
|--|
| SUMMARY: The maintenance bond for Rim Rock subdivision, Phase 1, Section 4 expired September 26, 2010. The Road Department has inspected and recommends its acceptance for maintenance. Roads include: Shallow Water Cove (1245 ft.), Black Stone Cove (700 ft.) and Pine Post Cove (981 ft.) |
|--|

| |
|------------------------------|
| STAFF REVIEW/COMMENTS |
|------------------------------|

| |
|---------------------------------------|
| ENVIRONMENTAL HEALTH DIRECTOR: |
|---------------------------------------|

| |
|-----------------------|
| ROAD DIRECTOR: |
|-----------------------|



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

September 29, 2010

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

RE: Rim Rock Phase 1 Section 4

Dear Commissioners and Judge:

John Lloyd, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Rim Rock Phase 1 Section 4. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Kenneth W. Martin, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in cursive script that reads "Jerry Borcharding".

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

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Rim Rock Phase One Section Four Paving, Drainage, and Water Improvements

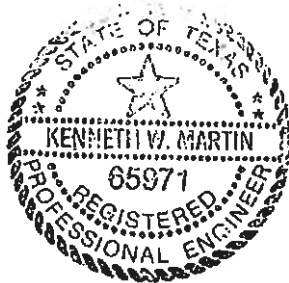
Owner/Developer's Name and Address

LSM Ranch, Ltd.
c/o John S. Lloyd, Manager
4111 Lake Place Lane
Austin, Texas 78746

Consultant Engineer's Name and Address

Kenneth W. Martin, P.E.
Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on September 16, 2008 and during construction prior to that and the construction appears to be complete with the exception of vegetation. No discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance of this project by the City of Dripping Springs, Hays County, LCRA and Greenhawe WCID #2.



Kenneth W. Martin
Signature

9/17/08

Date

65971

Texas Registration Number

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

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

FAX: 512/393-7391

INSPECTION REPORT

| | | | |
|-------------|----------------------------|----------|-----------|
| LOCATION: | Rim Rock Phase 1 Section 4 | DATE: | 8/17/2010 |
| OWNER: | John Lloyd | WEATHER: | Overcast |
| CONTRACTOR: | Cash Construction | TIME: | |
| INSPECTOR: | Todd Spencer | | |

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE****1. Seal cracks in roadway**

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

Todd Spencer, Construction Inspector

8/17/2010

Date

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 October 18, 2010 to establish traffic regulations in Sunfield Estates.

| TYPE OF AGENDA ITEM | Subdivision | Road | Staff Recommendation |
|----------------------------|--------------------|-------------|-----------------------------|
|----------------------------|--------------------|-------------|-----------------------------|

| | | | |
|--|--|--|--|
| PREFERRED MEETING DATE REQUESTED: October 5, 2010 | | | |
|--|--|--|--|

| | | | |
|-----------------------------|--|--|--|
| AMOUNT REQUIRED: N/A | | | |
|-----------------------------|--|--|--|

| | | | |
|--|--|--|--|
| LINE ITEM NUMBER OF FUNDS REQUIRED: | | | |
|--|--|--|--|

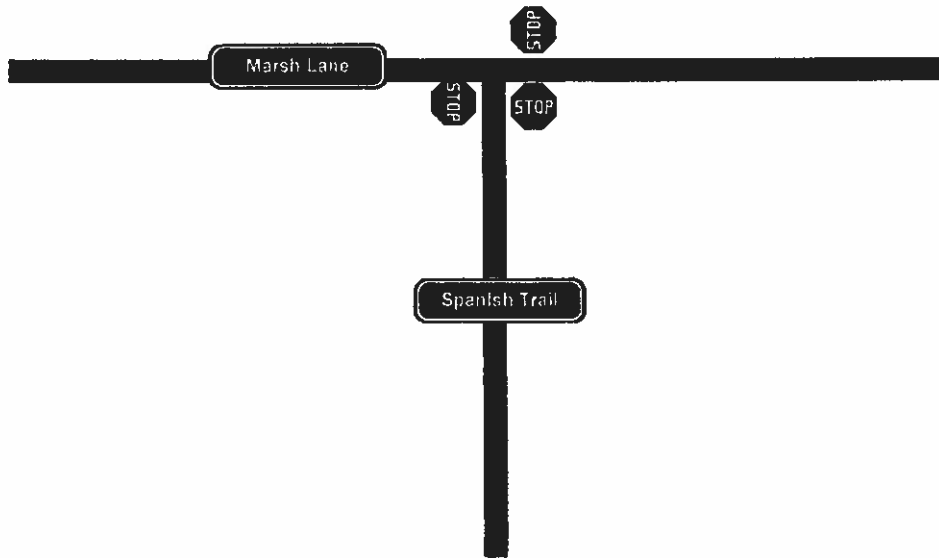
| | | | |
|--|--|--|--|
| REQUESTED BY: Jerry Borcharding | | | |
|--|--|--|--|

| | | | |
|---|--|--|--|
| SPONSORED BY: Pct 2 Commissioner Jeff Barton | | | |
|---|--|--|--|

| | | | |
|---|--|--|--|
| SUMMARY: Establish at three way stop at the intersection of Spanish Trails Blvd. and Marsh Lane. | | | |
|---|--|--|--|

Precinct 2
Shadow Creek Subdivision

Proposed/Recommended Traffic Regulations:
Stop Signs as Indicated Below



3-way Stop at intersection of Spanish Trail and Marsh Lane

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 double fill the Site Manager position at the Wimberley Transfer Station.

CHECK ONE:

CONSENT

X ACTION

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Pinnix

SPONSORED BY: Sumter

SUMMARY:

Requesting continuance of previously approved (7/20/10) temporary help at the Wimberley Transfer Station. The Site Manager at the Wimberley Station is out on FMLA. The County currently allows temporary staffing for small offices (defined as 1-2 people) without Court approval.

This department is unique in that while it has 5 employees, they are all deployed in specific site locations. There is 1 Site Manager at the Wimberley station and 1 Site Manager/Tech at the Driftwood station, with one Assistant Manager that floats from the two stations as well as other transporting/trouble shooter/managerial duties. The other employee is assigned to the Park.

To ensure continuity of service and support of the Wimberley station we respectfully ask the court to approve the continuance of temporary staff until the Site Manager returns to work.

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 award the bid for IFB #2010-B10, "The Spring Lake Preserve", to Harris Road Company.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: \$108,220.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff/Maiorka

SPONSORED BY: Conley

SUMMARY:

On March 30, 2010 the Commissioners Court authorized Purchasing to solicit for construction bids on the Spring Lake Preserve project, a joint project with the City of San Marcos and Texas State University. On April 22, 2010 the County received five (5) bids for the project (see attached bid tabulation. The bids have undergone review by the project design firm and partners, and the recommendation is to award the bid to Harris Road Company of Wimberley, Texas in the amount of \$108,220.00. This amount includes the base bid and Alternates One, Two, Four and Five (Alternate Three – Wetland Boardwalk was not accepted).

This project is funded through a grant from the Texas Parks and Wildlife Department (TPWD), and no County funds are necessary. Project award has been delayed due to environmental clearances that took longer than anticipated to obtain and that are necessary for release of the funding from TPWD. The project will include accessible and primitive trail development, interpretive signage, benches, outdoor amphitheater (sundial), composition deck boardwalk, and interpretive signs.



May 24, 2010

Mr. Jeff Hauff
Grants Administrator
Hays County
111 E. San Antonio St, Suite 303
San Marcos, TX 78666

Re: Spring Lake Preserve, Hays County IFB #2010-B10
April 22, 2010 Bid Opening Recommendations

Dear Mr. Hauff:

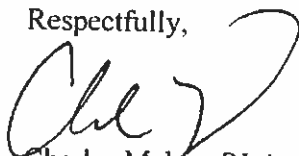
On April 22, 2010 Hays County received five contractor bids in association with Hays County Spring Lake Preserve Development.

The apparent low bidder was Harris Road Company, Inc. based out of Wimberley, Texas with a total base bid of \$79,350.00.

Harris Road Company will be teaming with Bartlett Tree Experts for trail layout and construction and Clark Hancock for interpretive and informational sign design. Upon review of the bids and based on the County's and Land Design Partners' familiarity with the contractor, we recommend that the County award a contract to Harris Road Company, Inc. for the Hays County Spring Lake Preserve Development.

Please give us a call if you have any questions or comments.

Respectfully,


Charles Mabry, RLA
Associate

CM/kg

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Ex

LANDSCAPE ARCHITECTS

PLANNERS

52

[illegible]

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to accept the Administrative Settlement – CSJ #0285-03-049 for RR12 – Junction.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: \$25,000.

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Please see attached letter and Administrative Settlement Form.

The Courts original approved offer was \$8,230.00. The Davis' counteroffer is \$25,000.00. The difference is due to the replacement of numerous trees that will be taken during the process of the project. The owners are concerned about environmental, safety and noise issues without the addition of these trees.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to accept the Administrative Settlement – CSJ #0285-03-049 for RR12 – Junction.

PREFERRED MEETING DATE REQUESTED: October 5, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$25,000.00

LINE ITEM NUMBER: 025-803-96-755.5632

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:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Offer to the Owner:

\$8,230.00

Owner's Administrative Settlement Proposal:

| | |
|----------------------|--------------------|
| Land | \$9,000.00 |
| Replacement of trees | <u>\$16,000.00</u> |
| Total | \$25,000.00 |

Analysis and Conclusion

The owner's make a compelling case for damages based on the roadway's proximity to the residence as well as safety, noise and environmental concerns; however, they did not provide an appraisal attempting to estimate the value of any damages. They did suggest the lowering of their tax assessment in July 2010 in the amount of \$104,330 was a direct result of the roadway project.

In order to mitigate the damages in value as attributed by the owner to the roadway project, they have suggested a vegetative barrier. The taking will impact most of the trees along the roadway side of the property between the roadway and the home as much of the remainder has been cleared.

Due to the proximity of the proposed right of way line to the residence of approximately 80 ft and the future roadway roughly 100 ft from the residence, we believe there is a higher than normal risk of Special Commissioner's in an eminent domain hearing agreeing with the owner that there are damages to the remainder. Therefore, based on the avoidance of the costs of updating the appraisal report (\$3,500), appraisal review (\$600), continued negotiations and other condemnation expenses coupled with the elevated risk of a conclusion of damages in condemnation, we recommend that this settlement proposal be approved by Hays County.

Based on the factors and analysis of the available data, we recommend acceptance of the counter offer amount.


Our ☒ approval / ☐ disapproval recommendation is based on the items listed above and has been evaluated as follows: (attach additional sheets as necessary)

The team opinion after a review of all the factors discussed above supports the Administrative Settlement for an additional \$16,770.00 over the offer to purchase amount of \$8,230.00. The requested total parcel value of \$25,000.00 is recommended for approval to Hays County. Hays County certainly does reserve the right to disapprove the settlement as submitted by the property Owner.

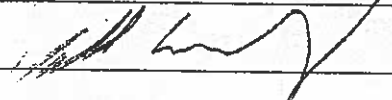
This administrative settlement of \$25,000.00 is ☒ / is not ☐ recommended for approval as being reasonable, justified, prudent and in the public interest.

Evaluation Date: September 28, 2010

Team Members:

Patrick G. Rehmet/ 

H. Rene Moulinet/ 

Jeff Watson/ 

Will Conley
Hays County Commissioner, Precinct 3

Larry and Sheryl Davis
Sarah Leigh Davis
100 Saddle Ridge Drive
Wimberley, TX 78676
sdskates@sbcglobal.net
(559) 269-9136
(559) 779-5510

REC'D SEP 27 2010

CSJ: 0285-03-049
County: Hays
Highway: RM 12
Limits: FM 32 to FM 3407 (Wonder World Drive)
Parcel: 16

HRM Consultants Inc.
101 Uhland Rd Suite 115
San Marcos, TX 78666

September 27, 2010

To Whom It May Concern:

This will serve as our written counteroffer to the offer we received of \$8,230.00 for our property at 100 Saddle Ridge Drive, Wimberley, TX 78676. There are several issues that we consider to be important and need to be addressed as damages to the remaining property.

Safety: Our home is aligned with the curve of the highway, which creates a high risk factor. If any vehicle were to leave the highway while driving along the curve of the road it could easily end up in our home, injuring or killing someone. There is an additional safety issue as vehicles try to pull out of our neighborhood trying to cross a larger more developed road with increase traffic. If a vehicle were to be hit by on-coming traffic it could end up in our front yard or in the front of our home. According to Car-Accidents.com homeowners need to understand that each year hundreds of cars crash into houses. It is recommended that if you live in a risky area you place safety barriers up for protection.

Environmental: Earthtimes.org reports that researchers have found that people exposed to highway traffic-related air pollutants are twice as likely to die from heart or lung disease. Traffic emissions contain many pollutants that might be responsible for those health risks, such as ultrafine particles, diesel soot, and nitrogen oxides. Increased asthma hospitalizations are linked to homes within 200 meters of heavy truck traffic. Pregnant women who live near high traffic areas have an increase of 10-20% increased risk of premature births or babies with low birth weight. Ultrafine particles in the air are approximately 25 times more concentrated near highways. The development of all types of cancer is six times more likely and leukemia is eight times more likely.

Highway Noise: The U.S. Department of Transportation Federal Highway Administration states that highway traffic noise varies due to the volume and speed of the traffic. Any road conditions such as an incline cause an increase in the traffic noise level. Building a buffer zone, constructing a wall reduces the excessive noise level from nearby highways and improves the roadside appearance. Effective noise barriers can reduce highway noise levels by 10 to 15 decibels. For a noise barrier to work, it must be high enough and long enough to block the view of the road.



HAYS COUNTY

ADMINISTRATIVE SETTLEMENT EVALUATION AND APPROVAL FORM

District: Austin
ROW CSJ: 0285-03-049
Parcel No.: 16
Owner's Name: Larry and Sheryl Davis and Sarah
Leigh Davis
Approved Offer: \$8,230.00
Owner's Counteroffer: \$25,000.00

County: Hays
Highway: RM 12
Project Limits: From FM 32 to FM 3407

Date Offer Sent: February 15, 2010
Date Counteroffer Received: September 27,
2010

(Refer to ROW Manual, Vol. 2, Ch. 5, Sect. 32)

Factors considered in evaluation: Parcel 16 is a partial taking consisting of 0.732 of an acre of land. This improved, residential lot already has an existing, platted 50 ft roadway easement along RM 12 which encumbers 0.732 of an acre, the same land as the taking. The appraiser, Paul Hornsby, appraised the land at \$15,000 per acre and then discounted the value of the land affected by the roadway easement by 25% for an estimated value of the land in the parcel area to be \$8,230.00. In the appraiser's opinion, there were no damages to the remainder.

No formal appraisal was received from the property owners. The owners did value the land at \$9,000.00 and provided no argument for their higher land value. The owner's counter-offer mainly discusses the effects of the roadway coming closer to their house than it is now (in fact, the ultimate build-out shows an estimated distance from the edge of payment to the house of roughly 100 ft). Their concerns are safety, environmental and highway noise affecting the value of the remainder and the use of the property as a residence. Specifically, the owners believe the roadway improvements and the taking will damage the value of the remainder and make it far less suitable as a residence making it much harder to sell in the future. It should be noted the owners purchased the property a little over a year ago when this planned roadway project was well known to the community. The owners also purchased the property aware of the existing 50 ft roadway easement which is now the limit of the taking.

The owner's counter-offer is for \$25,000.00. This total can be reached by adding their estimate of land value, \$9,000.00, to the expense of adding numerous trees to replace the ones in taking. The owner's proposal discusses the environmental, safety and noise issues with a new, larger road being closer to their home. They believe the home and lot will be damaged by the taking and proximity of the expanded roadway and support their claim with the County's assessment of their property. On July 30, 2010, the Hays County Appraisal District lowered their assessed value from \$269,240 to \$164,910. The owner claims the decrease is solely a result of the roadway project and reported that is the belief of the County's appraiser.

To mitigate the safety issue, the construction plans will show a 200 ft rock wall 4 ft feet high at the corner of the owner's property. The owner has proposed replacing his oak/cedar forest along RM 12 with numerous trees to compensate them for the proximity issues and provide some screening along RM 12 to help maintain some privacy.

In summary, the owner's written administrative settlement proposal is \$25,000.00. The difference between the appraised value of \$8,230.00 and the owner's counter-offer is \$16,770.00.

Larry and Sheryl Davis
Sarah Leigh Davis
100 Saddle Ridge Drive
Wimberley, TX 78676
sdskates@sbcglobal.net
(559) 269-9136
(559) 779-5510

REC'D SEP 27 2010

To whom it may concern:

In addition to the attached counter off we need in writing the additional things that we talked about which are listed below:

- Confirmation of the size of property being purchased.
 - Our easement on the RR12 road was 50 feet yet according to the Real Estate Appraisal Report by Texas Department of Transportation, "the acquisition area is a rectangular-shaped parcel of land which is approximately 0.73157 acre (31,867 SF) in size. The acquisition comprises the entirety of the existing Ranch Road 12 frontage. The acquisition depth ranges from 61.17 feet at the west boundary to 53.80 feet at the east boundary. This is considerably larger than our existing 50 feet easement.
- Confirmation of the size of property remaining.
 - "There is a discrepancy on how much property will remain. Some documents that we have received show that the remaining property will be 4.999 acres while other documents state the remaining property will be 5.00172.
- Confirmation of the wall being built for the community next to our property
- Confirmation of the drainage
- Confirmation of the driveway that will need to be tapered due to the raising of the highway.

Value: The widening of RR12 has lowered our home value and made the resale of our home near impossible. The widening of RR12 will put a 4 lane highway with a 5th center lane, approximately 80 feet from our home. The resale value of our home has decreased for several reasons. Number one is the safety issue. The home is not even suited for a rental home due to the liability the owner would absorb if someone was injured or killed from a vehicle accident. Property size reduction, noise and pollution, which is a serious health factor, heavy freeway traffic so close to the home creates big city noises and changes the feel of the hill country setting. This is important for individuals who are buying in this area. Business and Finance Carol Ann Carroll states that location is important to home buyers. Buyers and lenders will look beyond the seller's property line. Location can make a nice home less valuable or a not-so-nice home more desirable. She goes on to report that homes near a freeway, will be tougher to sell, as the number of buyers willing to live near a freeway is usually much smaller than for a home not near a freeway. The unfortunate fact is that the average family would not want to buy this home after building a 5 lane highway 80 feet from the master bedroom window; therefore the resale of the home is near impossible and due to the community restrictions the property cannot be used for any commercial type use. On 7/30/2010 due to the widening of RR 12 Hays Central Appraisal District has lowered our home value from \$269,240 to \$164,910 for the 2010 tax year. This is a total loss of \$104,330 in value to our home based completely on damages from this project.

Vegetative Wall: within our easement we currently have a vegetative wall which consists of more than 576 trees, bushes, and shrubs. 70 Large Trees (64 Cedar and 6 Oak that are 30+ feet tall), 216 Medium Trees (200 Cedar and 16 Oak that are 6-15 feet tall), 240 Small Trees (200 Cedar and 40 Oak which are 2-6 feet tall), and roughly 50 bushes/shrubs and an uncounted amount of various vines and other small plants. This Vegetative Wall is important to the safety and privacy of our home. The replacement of some of our vegetative wall is a necessity to maintain some safety and privacy from the road that will now be so very close to our home putting our family in danger not only from the pollutants but from passersby as well. A medium size tree (45 gallon potted tree) cost 299.00 + 24.66 tax + 149.50 planting fee = Total of \$473.16 per tree.

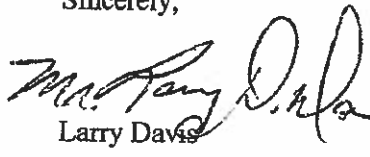
Our counter offer is listed below:

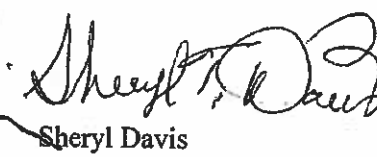
1. \$9,000.00 for the purchase of the property.
2. \$16,000.00 for replacement of some trees.


Our total counter offer is for a total of \$25,000. The planting and replacement of some of the trees is an attempt to restore some privacy, safety, and possibly retain some home value.

If you have any questions please feel free to contact Larry Davis at (559) 269-9136.

Sincerely,


Larry Davis


Sheryl Davis


Sarah Leigh Davis

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 Contracts for Engineering Services Supplemental Agreement No. 2 to Work Authorization No. 1 and Supplemental No. 2 to the Professional Services Agreement with HRM Consultants, Inc.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 05, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted road bond funds. (already allocated)

REQUESTED BY: The county road bond managers at Prime Strategies, Inc. and Commissioner Barton.

SPONSORED BY: Pct 2 Commissioner Jeff Barton.

SUMMARY: Supplemental Agreement No. 2 to Work Authorization No. 1 and Supplemental No. 2 to the Professional Services Agreement will allow for the completion of :

- 1.) Secure title commitments and required updates as needed from the title company and coordinate curative title work as required
- 2.) Coordination of Capital Surveying services on updates to field notes and legal descriptions, including coordination of requests for field staking from property owners.
- 3.) Coordination of appraisers on revised appraisals and appraisal reviews for Parcel's "X" and Tract 1 – Surplus ROW
- 4.) Provide negotiation services including the preparation and approval/disapproval of administrative settlements
- 5.) Assure the recordation of original documents immediately after closing

The maximum amount payable for services under Supplemental No. 2 to Work Authorization No. 1 (without modification) is \$24,600.00 . The Compensation Cap to the Professional Services Agreement is hereby increased from \$304,426.50 to \$329,026.50

See attachment.

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for right of way acquisition services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HRM Consultants, Inc. (*the "Right of Way (ROW) Acquisition Services Provider"*) and becomes effective when fully executed by both parties.

WHEREAS, the County and the ROW Acquisition Services Provider executed a contract on October 7, 2008;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1 the agreement to \$ 296,000 ;
and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ \$296,000 ; and,

WHEREAS, the "**Compensation Cap**" in Exhibit 1, Section 4, Item 4.3 and the not-to-exceed fee in Exhibit 1, Section 1, Item 1 increased the maximum amount payable under the agreement from \$ 296,000.00 to \$ 304,426.50 in Supplemental Agreement No. 1 approved by Commissioner's Court on June 29, 2010; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *ROW Acquisition Services Provider* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit I, Section 1, Item 1. I is hereby increased from \$ 304,426.50 to \$ 329,026.50.
- II. The Compensation Cap in Exhibit I, Section 4, Item 4.3 is hereby increased from \$ 304,426.50 to \$ 329,026.50.
- III. There are no changes to the hourly Rates in the original Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *ROW Acquisition Services Provider* have executed this supplemental agreement in duplicate,

ROW ACQUISITION SERVICES PROVIDER:

HRM Consultants, Inc.

By: 
Signature

H. Rene Moulinet
Printed Name

President & CEO
Title

September 28, 2010
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

Date

ATTACHMENT A
SUPPLEMENTAL NO. 2 TO
WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HRM Consultants, Inc. (*the "Right of Way (ROW) Acquisition Services Provider"*).

Part1. The *ROW Acquisition Services Provider* will provide the following ROW services:

The ROW Acquisition Services Provider has performed or will perform new work involving extensive coordination with Prime Strategies, Inc., Hays County and TxDOT which was not included in the original contract or in ATTACHMENT A Supplemental No. 1 to Work Authorization No.1.

Please add the following hours for new Right of Way Acquisition services, on the following four parcels: Parcel X, Comal County Metro Investments (Phillips) County Project; Parcel XX, Eastborne Hays, L.P. (County Project); Tract 1, State of Texas (TxDOT Surplus ROW) and P3, Sterling Parcel, Drainage Surplus Exchange (Sterling, Babcock and Brown) as follows:

| <u>Position</u> | <u>Hourly Rate</u> | <u>Hours</u> | <u>Total</u> |
|---|--------------------|--------------|--------------|
| Project Manager/Coordinator/ Principal | \$125.00 | 64 | \$8,000 |
| Senior Land Acquisition Agent | \$100.00 | 150 | \$15,000 |
| Total Additional Dollars: | | | \$23,000 |

STATEMENT OF WORK (for these four parcels):

- Provide monthly project status reports as required.
- Participate in project review meetings as requested.
- Maintain copies of all incoming and outgoing correspondence, including contacts with property owners and addressing property owners' concerns as required.
- Maintain project and parcel files in provider's administrative office, assuring compliance with state and federal regulations as required and in preparation for TxDOT ROW audit of parcel files.
- Secure title commitments and required updates as needed from the title company and coordinate curative title work as required.
- Coordination of Capital Surveying services on updates to field notes and legal descriptions, including coordination of requests for field staking from property owners.

ATTACHMENT A (con't.)

- Coordination of appraisers on initial appraisals and initial appraisal reviews.
- Coordination of appraisers on appraisal updates and reviews of updated appraisals.
- Analyze appraisals and appraisal review reports and updates of appraisals and appraisal review updates as required.
- Provide negotiation services including the preparation and approval/disapproval of administrative settlements.
- Prepare and deliver final offer letters signed by County official as required.
- Assure the recordation of original documents immediately after closing.

In addition, please add the following hours to the Work Authorization and CAP for Condemnation Support Services on Parcels 4, 7, 8 and 9 as follows:

| <u>Position</u> | <u>Hourly Rate</u> | <u>Hours</u> | <u>Total</u> |
|-------------------------------|--------------------|--------------|--------------|
| Senior Land Acquisition Agent | \$100.00 | 16 | \$1,600 |
| Total Additional Dollars: | | | \$1,600 |

STATEMENT OF WORK (for these four parcels):

- Pre-hearing support for condemnation support services, including the preparation of ROW-E-49 as required.

An increase in the cap in the total amount of \$24,600.00 will cover all new work performed as described in this Part 1. Appendix A, Exhibit D (revised to reflect the new totals for Work Authorization No. 1, as a result of Supplemental No. 1 and this Supplemental No. 2) is attached.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$24,600.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/2010, unless extended by a Supplemental Work Authorization.

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


ATTACHMENT A (con't.)

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

ROW ACQUISITION SERVICES PROVIDER: COUNTY:

HRM Consultants, Inc.

Hays County, Texas

By: 
Signature

By: _____
Signature

H. Rene Moulinet
Printed Name

Printed Name

President & CEO
Title

Title

09/28/2010
Date

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a standard Professional Services Agreement between Hays County and Loomis Partners, Inc. for the preparation of a Land Management Plan associated with the Nicholson Ranch project.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: Not to exceed \$10,000

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY: Standard Professional Services Agreement will be for an amount not to exceed \$10,000.

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 establish a policy for the distribution of the 2010 Hays County Road Atlas.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Wright/Floyd

SPONSORED BY: Sumter

SUMMARY:

The Development Services division of RTPP has completed the most recent Hays County Road Atlas and has begun receiving finished copies from the print shop. These atlases are provided to law enforcement, emergency services, Hays County staff, and the general public. Hays County total cost on unbound paper copies of the atlas is \$19.74 per book. Staff will also have a digital copy of the atlas available in a .pdf format. Historically this has been sold for \$5.00 per disk.

Prior to making them available staff would like direction from the court regarding the cost, if any, the court wishes to charge for copies of the atlas.

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 Contract for Engineering Services Supplemental Agreement No. 3 to the Professional Services Agreement with Lockwood, Andrews, and Newman, Inc. (LAN)

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 05, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted road bond funds. (already allocated)

REQUESTED BY: The county road bond managers at Prime Strategies, Inc. and Commissioner Barton.

SPONSORED BY: Pct 2 Commissioner Jeff Barton.

SUMMARY: Supplemental No. 3 to the Professional Services Agreement requests that the ADDITION of a "ROW Specialist" category be included into Exhibit II (Hourly Rates).

This category will allow for additional duties, responsibilities, and experience to that of the "Sr ROW Agent". Job description is as follows:

- 1.) 20+ years experience in all facets of the right of way services including, but not limited to:
negotiations, relocation assistance, title / title curative, and eminent domain support
- 2.) Professional designation from nationally recognized industry related organization
- 3.) Real estate license
- 4.) Project planning / reporting
- 5.) Route selection
- 6.) Negotiating contracts and supplements
- 7.) Coordination with other agencies
- 8.) Can assume duties of and / or act as project manager
- 9.) Highly experienced in all types of governmental agency projects

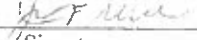
The Compensation Cap to the Professional Services Agreement remains at \$1,319,422.00.

Please see attachment.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate.

ENGINEER:

Lockwood, Andrews & Newnam, Inc.

By: 
Signature

James M. Pierce
Printed Name

Associate
Title

9-15-10
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Elizabeth Sumter
Printed Name

Hays County Judge
Title

Date

OK


EXHIBIT II
HOURLY RATES

1. Project Manager.....\$150.00
2. ROW Specialist.....\$125.00
3. Senior ROW Agent.....\$110.00
4. ROW Agent.....\$ 65.00
5. Secretary/Clerical.....\$ 55.00

ROW Specialist

Duties, responsibilities and experience in addition to those of a Sr ROW Agent:

- 20+ years experience in all facets of the right of way services including, but not limited to, negotiations, relocation assistance, title / title curative, and eminent domain support
- Professional Designation from nationally recognized industry related organization
- Real estate license
- Project planning / reporting
- Route selection
- Negotiating contracts and supplements
- Coordination with other agencies
- Can assume duties of and/or act as project manager
- Highly experienced in all types of governmental agency projects

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 Humana's proposal for 2011 for Medical, Dental benefits, and Supplemental Term Life as recommended by the Insurance Committee; and to authorize the County Judge to execute the renewal with Humana as the renewal dates approach.

CHECK ONE:

☐ CONSENT

☒ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

PRESENTATION

PREFERRED MEETING DATE REQUESTED: Tuesday, October 5, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Dee Dee Baen and Bill Herzog

SPONSORED BY: Ingalsbe

SUMMARY:

Scott Yarbrough of The Yarbrough Agency will present on behalf of the Insurance Committee, the recommendations of the committee for 2011 plan year.

We will change from MetLife to Dearborn National on Voluntary Term Life.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Health and Human Services for a Rural Health Network Development Planning grant, in the amount of \$85,000.00.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hargraves/Hauff

SPONSORED BY: Sumter

SUMMARY:

The County will serve as the applicant for a grant proposal to the U.S. Department of Health and Human Services, Office of Rural Health Policy, under the Rural Health Network Development Planning Grant Program, for funding in the amount of \$85,000 to further efforts involving the Hays County Healthy Communities Collaborative in strengthening the health care network within the County. The grant would be utilized to employ a Project Coordinator and half-time Program Assistant, and provide funding for consulting services, legal fees, and support services, to formulate a strategic plan and formalize a countywide coalition for the provision of health care services in Hays County. Partners in this grant project include the Hays County Personal Health Department, the National Center for Farmworker Health, Seton Medical Center Hays, Central Texas Medical Center, and CommuniCare. It is anticipated that additional partners will be identified and enlisted in the effort as the project evolves. The Hays County Personal Health Department will serve as the applicant and fiduciary for the grant, with a contractual service agreement with the National Center for Farmworker Health to be employed to provide the above services. In-kind services by the partnership will be identified in grant application development to assist in the project. No County matching funds are anticipated at this time. The grant application must be submitted electronically by October 8, 2010.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.072 of the Texas Government Code, to discuss negotiation and purchase of Nicholson Ranch. Possible action may follow.

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

PREFERRED MEETING DATE REQUESTED: October 5, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Update from Jeff Francell on acquisition negotiations, schedule for closure and USFWD determinations.