

Commissioners Court -November 9, 2010  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **9<sup>TH</sup> day of November, 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**

<b>PRESENTATIONS &amp; PROCLAMATIONS</b>		
1	4-5	Adopt a Proclamation declaring the month of November as "Pancreatic Cancer Awareness Month" in Hays County. <b>FORD</b>
2	6-7	Adopt a Proclamation declaring November as National Home Health and Hospice Month. <b>SUMTER</b>
3	8	Presentation to A. Ray Jacobson, M.D. for his years of service to the Personal Health Department and our clients. <b>SUMTER/HARGRAVES</b>

<b>PUBLIC COMMENTS</b>	
At this time <b>3-MINUTE</b> 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. <u>Please Complete the Public Participation/ Witness Form in its Entirety.</u> <b>NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.</b>	

<b>CONSENT ITEMS</b>		
The following may be acted upon in one motion. A <u>Commissioner, the County Judge, or a Citizen</u> May request items be pulled for separate discussion and/or action		
4	9	Approve payments of county invoices. <b>HERZOG</b>
5	10-11	Amend the GDEM CERT '08 grant to pay for continuing education. <b>SUMTER/TURNER</b>
6	12-16	Authorize the County Judge to execute an Amendment to the Interlocal Contract for Enhanced 9-1-1 Database Program. <b>SUMTER</b>
7	17-23	Approve the September 2010 Treasurer's Report. <b>SUMTER/TUTTLE</b>
8	24-26	Approve renewal of Bid #2007-B08 "Brush Cutting and Other Services" to Asplundh Tree Expert Company for one (1) additional year as provided for in the original bid. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
9	27-30	Approve renewal of Bid #2006-B02 Uniform Rental to Unifirst Corporation for one (1) additional year as provided for in the original bid. <b>SUMTER/HERZOG/MAIORKA</b>
10	31-48	Authorize the County Judge to accept grant award from the Texas Department of Public Safety for FY2010 Homeland Security Grant Program for equipment for the Law Enforcement Strike Team, in the amount of \$6,620.00 and amend the budget accordingly. <b>SUMTER/TURNER/HAUFF</b>
11	49-55	Authorize the County Judge to accept grant award from the Texas Department of Public Safety for FY2010 Homeland Security Grant Program (HSGP), Citizens Corps Program (CCP) for Hays County Community Response Team, in the amount of \$18,674.00 and amend the budget accordingly. <b>SUMTER/TURNER/HAUFF</b>
12	56	Approve the cancellation of Commissioner's Court on November 30, 2010. <b>INGALSBE</b>
13	57-60	Approve Provider Agreement between Hays County Personal Health Department and Community Action, Inc. of Hays, Caldwell, and Blanco Counties. <b>SUMTER/HARGRAVES</b>
14	61-63	Amend the FY10 DSHS Immunization Grant budget to accept medical supplies as an in-kind contribution. <b>SUMTER/HARGRAVES</b>

## ACTION ITEMS

### ROADS

15	64-65	Hold a Public Hearing to consider 1) the proposed improvements to Piedras Pass in Hays County to cause the roadway to comply with Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, <i>pro rata</i> , against the record owners of the real property on Piedras Pass. Possible action to follow the Public Hearing. <b>FORD</b>
16	66-67	Hold a public hearing to establish traffic regulations in Shadow Creek subdivision. Possible action to follow the Public Hearing. <b>BARTON/BORCHERING</b>
17	68-69	Hold a Public Hearing to establish traffic regulations (a load limit of 17,500 lbs. axle or tandem) for the San Marcos River bridge on Old Bastrop Hwy, CR266, as recommendation by TxDOT. Possible action to follow the Public Hearing. <b>INGALSBE/BORCHERDING</b>
18	70-74	Discussion and possible action to accept the road construction and drainage improvements, to release the construction bond, and to accept the maintenance bond for two years for Belterra subdivision, Phase 5, Section 10. <b>FORD/BORCHERDING</b>

### SUBDIVISIONS

19	75-77	10-3-13 Re-subdivision of Tract 14 and a portion of Tract 15, in an unrecorded section of River Oaks of Wimberley Subdivision (2 Lots). Discussion and possible action to approve preliminary plan and call for public hearing on December 7, 2010. <b>CONLEY/GARZA</b>
20	78-79	10-3-27 Re-plat of Lot 85 & Lot 86 Burnett Ranch Subdivision Section 3 (2 lots). Discussion and possible action to consider waiver of preliminary plan and public notice; approve final plat. <b>CONLEY/GARZA</b>
21	80-84	10-4-25 Amended Plat of lot 9D and lot 14, Mountain Oaks (2 lots). Discussion and possible action to consider waiver of preliminary plan and public notice; approve final plat. <b>FORD/GARZA</b>
22	85-87	10-4-26 Vacation Plat of Lots 504, 505, and 506 La Ventana Phase 6 and Re-plat of homesite H25, La Ventana Subdivision, Phase 1. Discussion and possible action to consider approval of preliminary plan; call for public hearing on December 7, 2010. <b>FORD/GARZA</b>

### MISCELLANEOUS

23	88-89	Discussion and possible action to approve the hiring of Laura Petty for the County Extension Agent – Family and Consumer Science position. <b>SUMTER/MAPSTON</b>
24	90-92	Discussion and possible action to authorize Commissioner Ford to negotiate final contract and County Judge to execute the contract with Arborist Don Gardner as related to ROW acquisition on a property owned by Mark Bleakley and a property owned by Ann Bleakley Williams with regard to the McGregor Lane bridge project. <b>FORD</b>
25	93-95	Discussion and possible action to approve selection of Jeffrey S. Ward and Associates in response to RFQ #2011-P01 for the Hays County Hazard Mitigation Action Plan and authorize Grants Administrator and Special Counsel to negotiate contract for Commissioners Court approval at a later date. <b>SUMTER/TURNER/HAUFF/MAIORKA</b>
26	96	Discussion and possible action to donate surplus Nextel phones to the Hays-Caldwell Women's Center. <b>INGALSBE/BORCHERDING</b>
27	97	Discussion and possible action to authorize the Information Technology Department to begin live broadcasts of Commissioners Court agendas and Open Meetings. <b>SUMTER/MCGILL</b>
28	98-119	Discussion and possible action regarding engineering work related to road design for CR118 and Turnersville Road to fulfill obligations to U.S. Foods for economic development. <b>BARTON</b>
29	120-125	Discussion and possible action to authorize the County Judge to execute Change Order #1 to the construction contract with Central Texas Water Maintenance for the Cedar Oak Mesa Water Storage Tank project. <b>CONLEY/HAUFF</b>

### **EXECUTIVE SESSIONS**

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

### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 5<sup>TH</sup> day of November, 2010

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Adopt a Proclamation declaring the month of November as "Pancreatic Cancer Awareness Month" in Hays County.

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

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Ford

**SPONSORED BY:** Ford

**SUMMARY:**

Proclamation attached.



**PROCLAMATION DECLARING NOVEMBER 2010  
AS "PANCREATIC CANCER AWARENESS MONTH"  
IN HAYS COUNTY**

WHEREAS, the American Cancer Society estimates 43,140 people in the United States will be diagnosed with pancreatic cancer during 2010; and 36,800 will die from the disease; and

WHEREAS, pancreatic cancer is referred to as a silent disease because symptoms do not present themselves until the later stages of the disease; and

WHEREAS, pancreatic cancer is the fourth leading cause of cancer deaths in the United States; and

WHEREAS, pancreatic cancer, for which there is no cure, does not distinguish between gender; and

WHEREAS, the survival rate for people with pancreatic cancer has not changed in 40 years; and

WHEREAS, the Pancreatic Cancer Action Network is actively engaged in patient advocacy and serves the pancreatic cancer community nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments for pancreatic cancer.

WHEREAS, the good health and well-being of the residents of Hays County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW THEREFORE, WE DO HEREBY DESIGNATE the month of November 2010 as "Pancreatic Cancer Awareness Month in Hays County."

ADOPTED THIS THE 9<sup>TH</sup> DAY OF NOVEMBER 2010.

\_\_\_\_\_  
Elizabeth Sumter, Hays County Judge

\_\_\_\_\_  
Debbie Gonzales Ingalsbe  
Commissioner Precinct 1

\_\_\_\_\_  
Jefferson W. Barton  
Commissioner Precinct 2

\_\_\_\_\_  
Will Conley  
Commissioner Precinct 3

\_\_\_\_\_  
Karen Ford  
Commissioner Precinct 4

ATTEST:

\_\_\_\_\_  
Linda C. Fritsche, County Clerk

## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

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

Phone (512) 393-2205

**AGENDA ITEM:** Proclamation in recognition November as National Home Health and Hospice Month

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

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** \$

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** JUDGE SUMTER

**SUMMARY:**



## **PROCLAMATION**

**Declaring the Month of November 2010 as**

### **HOME CARE & HOSPICE MONTH**

**WHEREAS**, home care and hospice care are the most humane tradition of health service delivery in Texas, enabling the aged and disabled to receive high-quality medical assistance, long-term services and support, and end-of-life care with dignity and in the comfort of their own homes; and

**WHEREAS**, home care in Texas is a growing alternative to hospitalization for acute and chronic illnesses, serving millions of Americans each year; and

**WHEREAS**, thousands of hardworking men and women, in association with more than 4,000 home care and hospice agencies, unite caring and technology in providing cost-effective home care and hospice services that stimulate quicker and better recoveries and improvements than institutional care and provides for end-of-life care; and

**WHEREAS**, these tirelessly dedicated home care and hospice professionals and volunteers form a network of caring support in our nation's vast health care system and deserve special honor and appreciation for their many contributions; and

**WHEREAS**, the Texas Association for Home Care & Hospice and the more than 4,000 home and community support service agencies across Texas have declared the month of November 2010 as Texas Home Care & Hospice Month and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

**Now, therefore, be it resolved that**, Hays County Commissioners Court, does hereby proclaim November 2010 as

### **HOME CARE & HOSPICE MONTH**

in the county of Hays and encourage the support and participation of all citizens in learning more about the home care concept of care for the elderly, disabled, and infirm.

\_\_\_\_\_  
Elizabeth "Liz" 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 Fritsche  
Hays County Clerk

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:**

**Presentation to A. Ray Jacobson, M.D. for his years of service to the Personal Health Department and our clients.**

**CHECK ONE:**

**CONSENT**

☐

**ACTION**

☐

**EXECUTIVE SESSION**

☐

**WORKSHOP**

☐

**PROCLAMATION**

☒

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Judge Sumter**

**SUMMARY:**



# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve payment of county invoices.**

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

**PREFERRED MEETING DATE REQUESTED: 11/9/10**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

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: Amend the GDEM CERT '08 grant to pay for continuing education.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: \$121.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-656-99-010.5551**

**REQUESTED BY: Jeff Turner**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

**This amendment will allow the program to spend the grant award with no matching funds required from the County.**

#### **Budget Amendment;**

**001-656-99-010.5551      \$121.00**

**001-656-99-010.5511      (\$121.00)**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the GDEM CERT '08 grant to pay for continuing education.

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$121.00

**LINE ITEM NUMBER:**001-656-99-010.5551

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Amend from 001-656-99-010.5211 to 5551

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

***Signature Required If Approved***

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM: Authorize the County Judge to execute an Amendment to the Interlocal Contract for Enhanced 9-1-1 Database Program.**

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: CAPCOG allocations to the County were increased from \$104,100 to \$120,075.00.**



October 20, 2010

**Capital Area  
Council of  
Governments**

6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

512.916.6000  
FAX 512.916.6001

[www.capcog.org](http://www.capcog.org)

**Bastrop**

**Blanco**

**Burnet**

**Caldwell**

**Fayette**

**Hays**

**Lee**

**Llano**

**Travis**

**Williamson**

**Counties**

The Honorable Liz Sumter  
Hays County  
111 E. San Antonio St., Ste. 300  
San Marcos, TX 78666

**RE: First Amendment of the Interlocal Contract for Enhanced 9-1-1  
Database Program**

Dear Judge Sumter:

Please see the enclosed Amendment of the Interlocal Contract for Enhanced 9-1-1 Database Program. CAPCOG Emergency Communications met with the County Database Coordinators to approve a standard formula for the CAPCOG Region for the allocation of Database expenditures.

The total Hays County allocation for FY2011 is \$120,075.

I respectfully request that you sign the attached and return all originals to our office by November 30, 2010. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you.

If you have any questions, I can be reached at 512 916-6044 or [gobuch@capcog.org](mailto:gobuch@capcog.org).

Sincerely,

Gregg Obuch  
Emergency Communications Director

Enclosure

**FIRST AMENDMENT OF INTERLOCAL CONTRACT FOR ENHANCED  
9-1-1 DATABASE PROGRAM**

*Recitals*

A. The Capital Area Council of Governments ("CAPCOG") entered into an interlocal contract ("Contract") with **Hays County** ("County") to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12.

B. The initial Contract took effect **September 1, 2009** ("Initial Effective Date") and remains in effect till August 31, 2011.

*Amendment.*

1. Section 5.1 of the Contract is amended to read as follows:

**Sec. 5 Contract Price and Payment Terms**

5.1 CAPCOG agrees to compensate County in the total amount of not to exceed **\$ 120,075 for FY2011** for its performance of this contract. The total contract price is allocated among specified categories in the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract. County agrees to spend no more than the amount allocated to each category for the goods and services described in that category.

2. Except as modified by this First Amendment, the Agreement remains in full force and effect in accordance with its terms.

**Hays County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Capital Area Council of Governments**

By: \_\_\_\_\_

Betty Voights  
Executive Director

Date \_\_\_\_\_

# FIRST AMENDMENT OF INTERLOCAL CONTRACT FOR ENHANCED 9-1-1 DATABASE PROGRAM

## *Recitals*

A. The Capital Area Council of Governments ("CAPCOG") entered into an interlocal contract ("Contract") with **Hays County** ("County") to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12.

B. The initial Contract took effect **September 1, 2009** ("Initial Effective Date") and remains in effect till August 31, 2011.

## *Amendment.*

1. Section 5.1 of the Contract is amended to read as follows:

### **Sec. 5 Contract Price and Payment Terms**

5.1 CAPCOG agrees to compensate County in the total amount of not to exceed **\$ 120,075 for FY2011** for its performance of this contract. The total contract price is allocated among specified categories in the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract. County agrees to spend no more than the amount allocated to each category for the goods and services described in that category.

2. Except as modified by this First Amendment, the Agreement remains in full force and effect in accordance with its terms.

**Hays County**

**Capital Area Council of Governments**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Betty Voights  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(11) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

(12) Resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(13) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

### **Sec. 3. Cooperative Purchasing**

3.1. County may request CAPCOG to purchase on County's behalf, but no more often than quarterly, the 9-1-1 equipment CAPCOG has authorized County to purchase. County agrees to request the purchase in accordance with CAPCOG's *9-1-1 Policies and Procedures Manual*.

3.2. If CAPCOG purchases 9-1-1 equipment for County, County agrees that CAPCOG may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to County under Sec. 5.

### **Sec. 4. Effective Date and Term of Contract**

4.1. This contract takes effect on September 1, 2009 and it ends, unless terminated early under Sec. 11, on August 31, 2011.

### **Sec. 5. Contract Price and Payment Terms**

5.1. CAPCOG agrees to compensate County in the total amount of not to exceed **\$ 104,100 for FY2010 and 104,100 for FY2011** for its performance of this contract. The total contract price is allocated among specified categories in the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract. County agrees to spend no more than the amount allocated to each category for the goods and services described in that category.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract, and submitting it to CAPCOG together with the completed CAPCOG Quarterly Database Report, Attachment B to this contract, for the last month of the quarter. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).



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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 September 2010 Treasurer's Report**

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

**PREFERRED MEETING DATE REQUESTED: 11/2/10**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Michele Tuttle, Hays County Treasurer**

**SPONSORED BY: Liz Sumter, County Judge**

**SUMMARY:**

**Approve the September 2010 Treasurer's Report and Investment Report**

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF SEPTEMBER 2010

### CHECKING

OPERATING FUNDS:									
	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 32,220.78	\$ 31.51	\$ 1,584,737.96	\$ 3,379,000.00	\$ 4,199,963.95	-	\$ 796,026.30	\$ 31,256,151.28	\$ 32,054,177.58
Road and Bridge General	\$ 5.66	\$ 15.74	\$ 177,663.59	\$ 711,583.87	\$ 868,399.92	-	\$ 20,868.94	\$ 3,942,339.20	\$ 3,963,208.14
Medical and Dental Fund	\$ 3.31	\$ 3.19	\$ 771,123.36	-	\$ 770,387.43	-	\$ 742.43	\$ 762,091.65	\$ 762,834.08
Sheriff's Drug Forfeiture	\$ 1.00	-	-	-	-	-	\$ 1.00	\$ 64,899.57	\$ 64,900.57
District Attorney Drug Forfeiture	\$ 44,649.80	-	-	-	\$ 4,545.06	-	\$ 40,104.72	\$ 7,032.82	\$ 47,137.54
Hot Check Fee Fund	\$ 16,129.76	-	\$ 10.54	-	\$ 221.13	-	\$ 15,919.17	-	\$ 15,919.17
Health Services Grants	\$ 48,193.89	\$ 13.69	\$ 28,275.76	-	\$ 76,469.65	-	\$ 13.69	\$ 39.47	\$ 53.16
Family Health Services	\$ 2,371.41	\$ 2.95	\$ 301,447.09	-	\$ 284,975.27	-	\$ 18,846.18	\$ 421.22	\$ 19,267.40
Juvenile Detention Center	\$ 174.23	\$ 29.22	\$ 465,434.09	-	\$ 340,597.01	-	\$ 125,040.53	\$ 6.03	\$ 125,046.56
Tobacco Settlement Fund	\$ 1.00	-	-	-	-	-	\$ 1.00	\$ 674,418.59	\$ 674,419.59
Historical Commission Trust Fund	\$ 2,518.00	-	\$ 417.00	-	-	-	\$ 2,935.00	\$ 21,706.45	\$ 24,641.45
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	\$ 0.01	-	-	-	-	-	\$ 0.01	-	\$ 0.01
Certificates of Obligation 2005	\$ 0.09	-	-	-	\$ 0.09	-	\$ -	-	\$ -
Road Construction Bond 2006	\$ 1.00	-	-	\$ 3,413.50	\$ 3,413.50	-	\$ 1.00	\$ 1,882,610.95	\$ 1,882,611.95
Parks Bond 2008	\$ 1.00	-	-	\$ 408,895.59	\$ 408,895.59	-	\$ 1.00	\$ 4,048,346.74	\$ 4,048,346.74
Certificates of Obligation 2009	\$ 1.41	-	-	\$ 32,059.59	\$ 32,060.00	-	\$ 1.00	\$ 6,371,164.52	\$ 6,371,165.52
Road Construction Bond 2009	\$ 0.18	-	-	\$ 2,186,446.00	\$ 2,186,445.18	-	\$ 1.00	\$ 4,873,022.89	\$ 4,873,023.89
Pass Thru Revenue Bond 2009	\$ 18,480.75	\$ 0.99	-	\$ 421,734.19	\$ 440,213.94	-	\$ 1.99	\$ 29,385,625.28	\$ 29,385,627.27
Certificates of Obligation 2010	\$ 1.00	-	-	\$ 1,879,100.06	\$ 1,879,100.06	-	\$ 1.00	\$ 58,077,030.41	\$ 58,077,031.41
TCDP Disaster Relief Blanco	\$ -	-	-	-	-	-	\$ -	-	\$ -
LCRA Service Fee Fund	\$ 1.00	-	-	-	\$ 5,300.00	-	\$ -	-	\$ -
Cedar Oaks Mesa	\$ 4,468.19	-	\$ 1,000.00	\$ 26,300.00	\$ 5,467.19	-	\$ 21,001.00	\$ 310,676.75	\$ 331,677.75
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 10.69	\$ 47.57	\$ 707,657.61	-	\$ 1,550.73	-	\$ 706,165.14	\$ 2,622,621.33	\$ 3,328,786.47
GRAND TOTALS:	\$ 169,234.16	\$ 144.86	\$ 4,037,767.00	\$ 9,048,532.80	\$ 11,508,005.72	\$ -	\$ 1,747,673.10	\$ 144,302,204.15	\$ 146,049,877.25
Transfers Outstanding:									

# **Hays County Treasurer's Investment Report** For September 2010

PAGE 1

## **SAGE CAPITAL BANK CHECKING**

<u>Description</u>	<u>8/31/10 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>9/30/10 Balance</u>
All Funds (see Page 1)	\$ 169,234.16	144.86	13,086,299.80	11,508,005.72	1,747,673.10

TEXPOOL 0.2165% 1.000030

<u>Description</u>	<u>8/31/10 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>9/30/10 Balance</u>
General	\$ 12,959,999.25	2,219.28	204,683.68	3,379,000.00	9,787,902.21
Road and Bridge General	\$ 2,875,668.70	467.04	25,632.60	711,583.87	2,190,184.47
Medical and Dental Fund	\$ 760,567.91	135.28	-	-	760,703.19
Sheriff's Drug Forfeiture	\$ 64,888.05	11.52	-	-	64,899.57
D.A. Drug Forfeiture	\$ 6,969.15	1.22	-	-	6,970.37
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 6.03	-	-	-	6.03
Tobacco Settlement Fund	\$ 674,298.59	120.00	-	-	674,418.59
Historical Commission Trust	\$ 14,489.83	2.61	-	-	14,492.44
Road Construction 2006	\$ 1,885,688.95	335.50	-	3,413.50	1,882,610.95
Parks Bond 2008	\$ 1,450,847.25	253.56	-	408,895.59	1,042,205.22
Certificates of Obligation '09	\$ 2,394,201.15	424.57	-	32,059.59	2,362,566.13
Road Construction 2009	\$ 2,048,260.47	153.22	-	2,041,695.01	6,718.68
Pass Thru Revenue 2009	\$ 10,770,495.78	1,895.62	-	421,734.19	10,350,657.21
Certificates of Obligation '10	\$ 59,945,649.95	10,480.52	-	1,879,100.06	58,077,030.41
LCRA Service Fee Fund	\$ 315,920.62	56.13	-	5,300.00	310,676.75
Hays County I & S	\$ 401,607.67	74.34	38,444.80	-	440,126.81
All Funds	96,569,562.26	16,630.41	268,761.08	8,882,781.81	87,972,171.94

ICT Funds Management	0.0700%				
<u>Description</u>	<u>8/31/10 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>9/30/10 Balance</u>
General	\$ 11,256,968.56	707.19	-	-	11,257,675.75
Parks Bond 2008	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Certificates of Obligation '09	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Road Construction 2009	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Pass Thru Revenue 2009	\$ 8,006,324.38	503.00	-	-	8,006,827.38
All Funds	22,265,664.80	1,398.77	-	-	22,267,063.57

## CLASS - MBIA

0.2900%

NAV 1.00

PAGE 2

Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance
General	\$ 3,745,102.41	891.24	-	-	3,745,993.65
Parks Bond 2008	\$ 2,004,809.93	477.11	-	-	2,005,287.04
Certificates of Obligation '09	\$ 2,004,809.93	477.11	-	-	2,005,287.04
Road Construction 2009	\$ 2,004,809.93	476.03	-	144,750.99	1,860,534.97
Pass Thru Revenue 2009	\$ 6,014,429.48	1,431.36	-	-	6,015,860.84
All Funds	15,773,961.68	3,752.85	-	144,750.99	15,632,963.54

## LOGIC

0.2912%

1.00008

Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance
General	\$ 5,510,257.10	1,318.69	-	-	5,511,575.79
Road and Bridge General	\$ 1,751,735.51	419.22	-	-	1,752,154.73
Medical and Dental Fund	\$ 1,388.13	0.33	-	-	1,388.46
D.A. Drug Forfeiture	\$ 62.44	0.01	-	-	62.45
Health Services Grants	\$ 36.55	0.01	-	-	36.56
Family Health Services	\$ 421.12	0.10	-	-	421.22
Historical Commission Trust	\$ 7,212.28	1.73	-	-	7,214.01
Certificates of Obligation '09	\$ 1,002,218.02	239.85	-	-	1,002,457.87
Road Construction 2009	\$ 2,004,436.07	479.69	-	-	2,004,915.76
Pass Thru Revenue 2009	\$ 5,011,080.62	1,199.23	-	-	5,012,279.85
Hays County I & S	\$ 1,932,130.08	462.39	-	-	1,932,592.47
All Funds	17,220,977.92	4,121.25	-	-	17,225,099.17

## TREASURY BILLS AND NOTES

Description	Price	Yield	Maturity	Par Value	Balances 8/31/10	Market Value	Purchases	Transactions	Par Value	Balances 9/30/10	Market Value
					Book Value			Maturities		Book Value	
912795V73	99.9596		162.9/2/10	200,000.00	199,919.11	199,998.59		200,000.00	250,000.00	249,902.05	249,981.19
			General	200,000.00	199,919.11	199,998.59		200,000.00	250,000.00	249,902.05	249,981.19
912795UH2	99.9608		157.10/21/10	250,000.00	249,902.05	249,958.56			500,000.00	499,810.42	499,948.67
			Hays County I & S	250,000.00	249,902.05	249,958.56			500,000.00	499,810.42	499,948.67
912795W49	99.9621		152.10/28/10	500,000.00	499,810.42	499,897.70			100,000.00	99,960.39	99,976.73
			General	500,000.00	499,810.42	499,897.70			100,000.00	99,960.39	99,976.73
912795W80	99.8604		157.11/26/10	100,000.00	99,960.39	99,971.73			200,000.00	199,926.69	199,954.85
			General	100,000.00	99,960.39	99,971.73			200,000.00	199,926.69	199,954.85
912795W98	99.9633		147.12/21/10	1,050,000.00	1,049,591.97	1,049,826.58	200,000.00	200,000.00	1,050,000.00	1,049,599.55	1,049,861.44
			General	1,050,000.00	1,049,591.97	1,049,826.58	200,000.00	200,000.00	1,050,000.00	1,049,599.55	1,049,861.44
TOTAL											

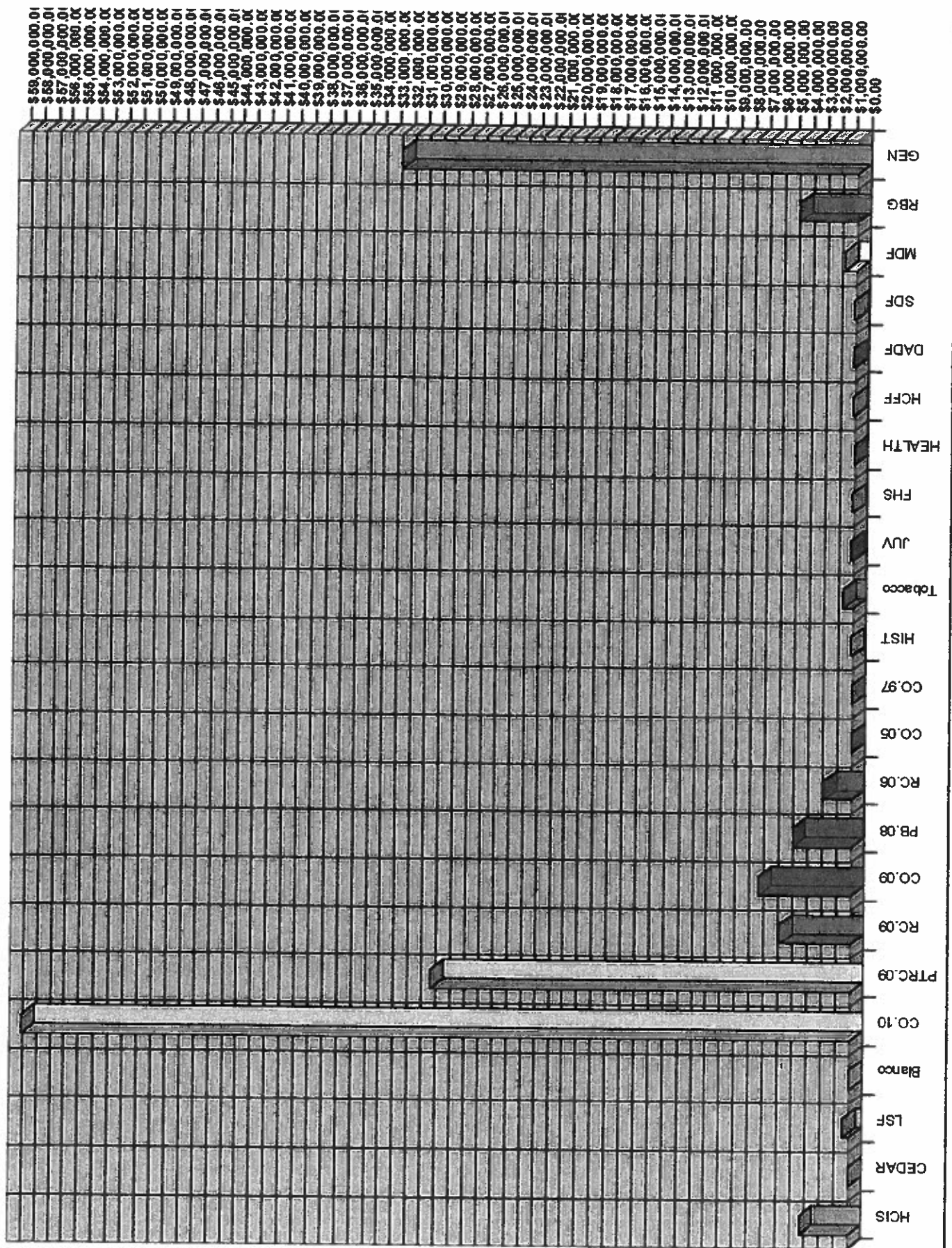
## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 8/31/10			Transactions		Balances 9/30/10		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27
Security State Bank	General	3.05% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	30,888.19	30,888.19	30,888.19			30,888.19	30,888.19	30,888.19
Franklin Bank	General	1.91% 10/19/11	8,052.68	8,052.68	8,052.68			8,052.68	8,052.68	8,052.68
<b>TOTAL</b>			<b>155,306.38</b>	<b>155,306.38</b>	<b>155,306.38</b>	<b>-</b>	<b>-</b>	<b>155,306.38</b>	<b>155,306.38</b>	<b>155,306.38</b>
TOTAL Fund Balances			153,204,299.17				146,049,877.25			

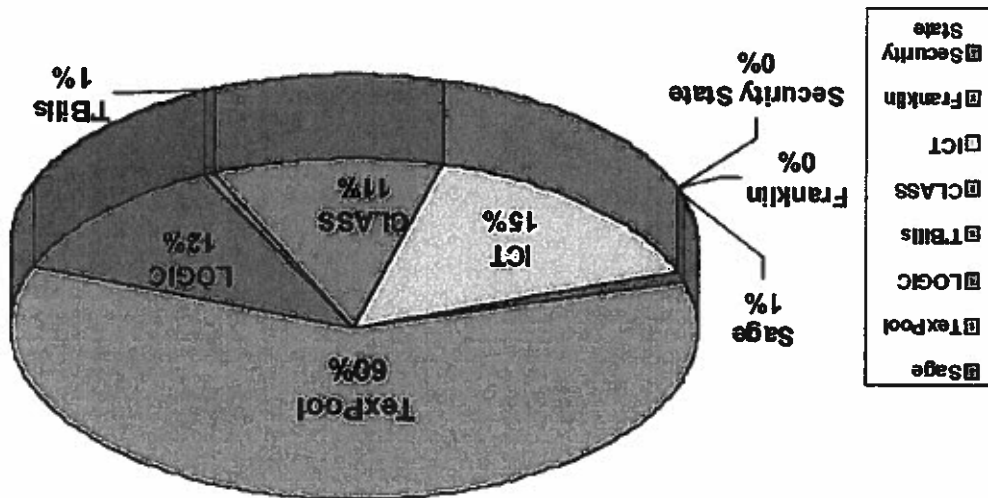
## BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .155%

Fund balances for 9/30/10



# INVESTMENT ALLOCATION TOTALS SEPTEMBER 2010



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*[Signature]*  
 Bill Herzog, Hays County Auditor

*[Signature]*  
 Michele Tuttle, Hays County Treasurer

*[Signature]*  
 Britney Richey, Accountant, Hays County

## *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 renewal of Bid #2007-B08 "Brush Cutting and Other Services" to Asplundh Tree Expert Company for one (1) additional year as provided for in the original bid.**

**CHECK ONE:**

☒ **XCONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Borcherding**

**SPONSORED BY: Sumter**

**SUMMARY: (See attached) All terms and conditions remain unchanged and in full force and effect as provided in the original bid.**





**OFFICE OF THE COUNTY AUDITOR**

Hays County Purchasing  
111 E. San Antonio Street, Suite 101  
San Marcos, Texas 78666  
512-393-2273  
Fax: 512-393-2276  
[www.co.hays.tx.us](http://www.co.hays.tx.us)

**Bill Herzog, CPA**  
County Auditor  
[bherzog@co.hays.tx.us](mailto:bherzog@co.hays.tx.us)

**Cindy Maiorka, CPPB**  
Purchasing Manager  
[cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)

Asplundh Tree Expert Company  
15660 West Hardy St., Ste 150  
Houston Texas 77060  
Re: Bid#2007-B08

October 19, 2010

The bid for "Brush Cutting and Other Services" will expire soon. This letter will serve as notice that Hays County would like to renew your existing bid for one (1) additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in original bid. If you are in agreement with this, please sign below and mail back to Hays County Purchasing Office, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666

If you have any questions please feel free to contact me at 512-393-2271.

Please find enclosed the tabulation sheet.

Sincerely,

  
Andrea K. Soto  
Purchasing Specialist

Signature  Date 10/25/10

Printed Name James Greg Perri

Company Name Asplundh Tree Expert Co

BRUSH CUTTING AND OTHER SERVICES FOR THE HAYS COUNTY ROAD  
DEPARTMENT

BID #2007-B08

BID SHEET

BID DUE: SEPTEMBER 13, 2007 AT 2:00 P.M.

BID PRICE PER HOUR:

Labor per person per hour: \$ 43<sup>00</sup>

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

Company Name Asplundh Tree Expert Co.

Address 15660 W. Hardy St. Rd Suite # 150 Houston Tx  
77060

Phone number 281-447-9999 Fax 281-447-9983

E-mail address gperry@Asplundh.com

Signature 

Printed signature Gene Blount

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

## *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 renewal of Bid #2006-B02 Uniform Rental to Unifirst Corporation for one (1) additional year as provided for in the original bid.**

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

☐ WORKSHOP            ☐ PROCLAMATION            ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka**

**SPONSORED BY: Sumter**

**SUMMARY: (See attached) All terms and conditions remain unchanged and in full force and effect as provided in original bid.**



**OFFICE OF THE COUNTY AUDITOR**

Hays County Purchasing  
111 E. San Antonio Street, Suite 101  
San Marcos, Texas 78666  
512-393-2273  
Fax: 512-393-2276  
[www.co.hays.tx.us](http://www.co.hays.tx.us)

**Bill Herzog, CPA**  
County Auditor  
[bherzog@co.hays.tx.us](mailto:bherzog@co.hays.tx.us)

**Cindy Maiorka, CPPB**  
Purchasing Manager  
[cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)

Unifirst Corporation  
6000 Bolm Road  
Austin Texas 78721  
Re: Bid#2006-B02

October 19, 2010

The bid for "Uniform Rental" will expire soon. This letter will serve as notice that Hays County would like to renew your existing bid for one (1) additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in original bid. If you are in agreement with this, please sign below and mail back to Hays County Purchasing Office, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666

If you have any questions please feel free to contact me at 512-393-2271.

Please find enclosed the tabulation sheet.

Sincerely,

  
Andrea R. Soto  
Purchasing Specialist

Signature



Date

10/25/10

Printed Name

MIKE FERGUSON

Company Name

UNIFIRST

# BID SHEET

BID: #2006-B02--UNIFORM RENTAL

COMPANY NAME UniFirst Corporation

DUE: October 20, 2005 NO LATER THAN 2:00 P.M.

DESCRIPTION	BRAND	UNIT	PRICE
1. FIVE (5) CHANGES PER EMPLOYEE PER WEEK SHIRT AND PANT	UniFirst	.62	3.10
2. FIVE (5) CHANGES PER EMPLOYEE PER WEEK SHIRT AND JEANS	UniFirst	.69	3.45
3. COTTON/POLYESTER BLEND SHIRT W/ HIGH VISIBILITY REFLECTIVE STRIPES (LONG & SHORT SLEEVE)	UniFirst	.54	2.70
4. SMOCKS/POLYESTER/COTTON BLEND	UniFirst	.20	2.00
5. 100 % COTTON SHIRTS (LONG & SHORT SLEEVE)	UniFirst	.28	1.40
6. FIVE (5) CHANGES PER EMPLOYEE PER WEEK DRESS SHIRT	UniFirst	.43	2.15
7. REPLACEMENT VALUE FOR PANT		13.85	
8. REPLACEMENT VALUE FOR JEANS		15.45	
9. REPLACEMENT VALUE FOR DRESS SHIRT		12.63	
10. EMBLEM CHARGE-SCRIPT NAME		.75	
11. EMBLEM CHARGE-SCRIPT COMPANY		1.50	
12. INITIAL SET-UP CHARGE		NA	

THE INDIVIDUALS FIRST NAME SHALL APPEAR OVER THE LEFT SHIRT POCKET AND THE HAYS COUNTY EMBLEM AND DEPARTMENT NAME SHALL APPEAR OVER THE RIGHT SHIRT POCKET. PLEASE INCLUDE ANY ADDITIONAL COST (IF ANY) TO PROVIDE EMBLEMS.

\$ NA  
ONE TIME CHARGE

**\*\*ANY DEVIATIONS FROM THE SPECIFICATIONS MUST BE LISTED ON AN ATTACHED SHEET. IF NONE ARE LISTED IT IS UNDERSTOOD THAT THERE ARE NO DEVIATIONS FROM THE SPECIFICATIONS\*\***

THE UNDERSIGNED AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED TO ANY OTHER OFFEROR PRIOR TO THE OPENING OF THIS BID.

COMPANY NAME UniFirst Corporation

REPRESENTATIVE'S NAME MARK MCGRAW

ADDRESS 6000 Bolm Road  
Austin, TX 78721

PHONE NUMBER (512)-385-3320

SIGNATURE [Signature]

HAYS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY AND ALL BIDS SUBMITTED

512-35-3336

## *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 accept grant award from the Texas Department of Public Safety for FY2010 Homeland Security Grant Program for equipment for the Law Enforcement Strike Team, in the amount of \$6,620.00 and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Turner/Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**On Augusts 18, 2010 the Commissioners' Court authorized submission of a grant pre-application to the Capital Area Council of Governments, FY2010 Homeland Security Grant Program for equipment for the Law Enforcement Strike Team in the amount of \$6,620.00. This grant will provide funds to purchase equipment for the Law Enforcement Strike Team to support and enhance Mobile Field Force capabilities across the region. The project is part of a regional effort of cooperating partners for homeland security operations and activities. No match funds required.**



# Texas Department of Public Safety

## 2010 Sub-Recipient Award for Hays County

Date of Award

October 20, 2010

**1. Sub-Recipient Name and Address**

Judge Elizabeth Sumter  
Hays County  
111 East San Antonio Street, #300  
San Marcos, TX 78666

**2. Prepared by:** Seals, Freddie

**3. SAA Award Number:** 10-SR 48209-01

**4. Federal Grant Information**

**Federal Grant Title:**

Homeland Security Grant Program  
(HSGP)  
State Homeland Security  
Program(SHSP)

**Federal Grant Award Number:**

2010-SS-T0-0008

**Date Federal Grant Awarded to TxDPS:**

August 1, 2010

**Federal Granting Agency:**

Department of Homeland Security  
FEMA  
Grant Programs Directorate

**5.**

**Award Amount and Grant Breakdowns**

**SHSP-LETPA  
Award Amount  
(Federal)**

CFDA: 97.073

**\$6,620.00**

**Grant Period:**

**From:**

Aug 1, 2010

**To:**

Jul 31, 2012

(The SAA must receive all invoices by the end of grant period)

**6. Statutory Authority for Grant:** This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

**7. Method of Payment:** Primary method is reimbursement.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

**9.**

**Agency Approval**

**Approving TxDPS Official:**

Janice E. Bruno, Administrator  
State Administrative Agency  
Texas Department of Public Safety

**Signature of TxDPS Official:**

*Janice E. Bruno*

**10.**

**Sub-Recipient Acceptance**

**I have read and understand the attached Terms and Conditions.**

**Type name and title of Authorized Sub-Recipient official:**

**Signature of Sub-Recipient Official:**

**11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:**

**12. Date Signed :**

**13. DUE DATE:** December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.



## 2010 TERMS AND CONDITIONS

### **Instructions:**

#### **The Sub-recipient must:**

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

### **Parties to Sub-recipient Agreement**

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

### **Overview and Performance Standards**

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

**Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"

**Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient funds agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **DPS/SAA Obligations**

**Measure of Liability.** DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

**Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

**Excess Payments.** The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

## **Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

## **Termination**

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

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

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

## **Enforcement**

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Conflict of Interest**

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## **Monitoring**

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

## **Audit**

**Audit of Federal and State Funds.** The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**DPS/SAA's Right to Audit.** DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

**Sub-recipient's Facilitation of Audit.** The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

## **Other Requirements**

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial \_\_\_\_\_ Date \_\_\_\_\_

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

### **Closing the Grant**

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

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

### **Restrictions, Disclaimers and Notices**

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial \_\_\_\_\_ Date \_\_\_\_\_

DPS/SAA Contact Information
Deputy Director, Homeland Security
Texas Department of Public Safety
State Administrative Agency
P.O. Box 4087
Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-in Contact Information below)
Name:
Title:
Agency:
Address:

### **Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

#### **A. Administrative Requirements**

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

#### **B. Cost Principles**

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

#### **C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.**

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Retention and Accessibility of Records**

**Retention of Records.** The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §\_\_\_.42

**Access to Records.** The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

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

## **Legal Authority**

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

**Authorized Representative.** The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

**Conflicts in Requirements.** If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

## **Notice of Litigation and Claims**

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

## **Non-Waiver of Defaults**

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Indemnity**

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **Changes and Amendments**

**Written Amendment.** Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

**Authority to Amend.** During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

**Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial \_\_\_\_\_ Date \_\_\_\_\_

### **Headings**

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

### **Venue**

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Initial \_\_\_\_\_ Date \_\_\_\_\_



## Special Conditions

### 2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

### General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.

i) You as a sub-recipient, your employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:

(a) Associated with performance under this award; or

(b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

i) Is determined to have violated a prohibition in paragraph 1a of this award term; or

ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:

(1) Associated with performance under this award; or

(2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.

ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

Initial \_\_\_\_\_ Date \_\_\_\_\_

- iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.
- d) Definitions. For purposes of this award term:
  - i) "Employee" means either:
    - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii) "Private entity" means:
    - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
      - (b) A for-profit organization
  - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

- a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

**Please fill in the appropriate information and sign.**

\_\_\_\_\_  
Type Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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 agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. 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 sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial \_\_\_\_\_ Date \_\_\_\_\_

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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

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

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

***Please fill in the appropriate information and sign.***

\_\_\_\_\_  
Type Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. 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; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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 agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. 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 sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial \_\_\_\_\_ Date \_\_\_\_\_

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

***Please fill in the appropriate information and sign.***

\_\_\_\_\_  
Type Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit C

### Certifications

The undersigned, \_\_\_\_\_ (print), as the authorized official of \_\_\_\_\_ certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:
1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epis.gov](http://www.epis.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/proc/vendor\\_performance/debarred/](http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred/)
  2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
  4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial \_\_\_\_\_ Date \_\_\_\_\_

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

***Please fill in the appropriate information and sign.***

\_\_\_\_\_  
Type Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ 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: Authorize the County Judge to accept grant award from the Texas Department of Public Safety for FY2010 Homeland Security Grant Program (HSGP), Citizens Corps Program (CCP) for Hays County Community Response Team, in the amount of \$18,674.00 and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Turner/Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**On Augusts 18, 2010 the Commissioners' Court authorized submission of a grant pre-application to the Capital Area Council of Governments, FY2010 Homeland Security Grant Program, Citizens Corps Program (CCP) for equipment and supplies for the Hays County Community Response Team (CERT). No match funds required.**



# Texas Department of Public Safety

## 2010 Sub-Recipient Award for Hays County

Date of Award

October 20, 2010

**1. Sub-Recipient Name and Address**

Judge Elizabeth Sumter  
Hays County  
111 East San Antonio Street, #300  
San Marcos, TX 78666

**2. Prepared by:** Seals, Freddie

**3. SAA Award Number:** 10-SR 48209-01

**4. Federal Grant Information**

**Federal Grant Title:** Homeland Security Grant Program (HSGP)  
Citizens Corps Program(CCP)

**Federal Grant Award Number:** 2010-SS-T0-0008

**Date Federal Grant Awarded to TxDPS:** August 1, 2010

**Federal Granting Agency:** Department of Homeland Security  
FEMA  
Grant Programs Directorate

**5. Award Amount and Grant Breakdowns**

**CCP Award  
Amount (Federal)**

CFDA: 97.053

\$18,674.00

**Grant Period:**

From:

Aug 1, 2010

To:

Jul 31, 2012

(The SAA must receive all invoices by the end of grant period)

**6. Statutory Authority for Grant:** This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

**7. Method of Payment:** Primary method is reimbursement.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

**9. Agency Approval**

**Approving TxDPS Official:**

Janice E. Bruno, Administrator  
State Administrative Agency  
Texas Department of Public Safety

**Signature of TxDPS Official:**

*Janice E. Bruno*

**10. Sub-Recipient Acceptance**

**I have read and understand the attached Terms and Conditions.**

**Type name and title of Authorized Sub-Recipient official:**

**Signature of Sub-Recipient Official:**

**11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:**

**12. Date Signed :**

**13. DUE DATE:** December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

## 2010 TERMS AND CONDITIONS

### **Instructions:**

*The Sub-recipient must:*

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

### **Parties to Sub-recipient Agreement**

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

### **Overview. and Performance Standards**

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

**Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"

**Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **DPS/SAA Obligations**

**Measure of Liability.** DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

**Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

**Excess Payments.** The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

## **Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

## **Termination**

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

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

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

## **Enforcement**

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Conflict of Interest**

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## **Monitoring**

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

## **Audit**

**Audit of Federal and State Funds.** The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**DPS/SAA's Right to Audit.** DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

**Sub-recipient's Facilitation of Audit.** The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

## **Other Requirements**

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial \_\_\_\_\_ Date \_\_\_\_\_

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

### **Closing the Grant**

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

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

### **Restrictions, Disclaimers and Notices**

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial \_\_\_\_\_ Date \_\_\_\_\_

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name:
Title:
Agency:
Address:

### **Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

#### **A. Administrative Requirements**

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

#### **B. Cost Principles**

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

#### **C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.**

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve the cancellation of Commissioner's Court on November 30, 2010.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Debbie Ingalsbe**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY:** In years past, we have typically cancelled Commissioner's Court the Tuesdays after the holidays, in part, since time is limited to prepare the agenda. The court may want to reconsider this action. I have placed it on consent agenda, but we may want to pull for discussion, if needed.



## *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 Provider Agreement between Hays County Personal Health Department and Community Action, Inc. of Hays, Caldwell, and Blanco Counties.**

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

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** None

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Judge Sumter

**SUMMARY:**

**This is a renewal contract between Community Action and Hays County Personal Health Department to provide clients of Community Action with primary health care services.**



**COMMUNITY ACTION, INCORPORATED  
OF HAYS, CALDWELL, AND BLANCO COUNTIES**

101 UHLAND ROAD, SUITE 107 - P. O. BOX 748 - SAN MARCOS, TX 78667-0748  
(512) 392-1161 - FAX (512) 396-4255  
[www.communityaction.com](http://www.communityaction.com)

**PROVIDER AGREEMENT BETWEEN PHYSICIAN  
AND  
COMMUNITY ACTION, INC. OF HAYS, CALDWELL, AND BLANCO COUNTIES**

This agreement is between Community Action, Inc. of Hays, Caldwell, and Blanco Counties, Community Health Services Division, hereinafter referred to as CHS, and Hays County Family Clinic referred to as the **Provider**. Community Health Services agrees to engage the services of the Provider in accordance with the terms and conditions stated in this Agreement.

The Community Health Services Primary Health Care Program is a public health non-profit program operated by Community Action, Inc. of Hays, Caldwell, and Blanco Counties. Administrative offices are located at 101 Uhlund Road, Suite 107, P.O. Box 748, San Marcos, TX 78667-0748, telephone number 512-392-1161.

The CHS Primary Health Care program is available to persons in Blanco, Bastrop, Caldwell, and Hays counties who are at or below 150% of the Federal Poverty Level Guidelines. Services include screening, diagnosis, treatment and preventive health education.

**PROFESSIONAL STANDARDS:**

The provider agrees to abide by and perform the services in accordance with applicable Federal, State, and Municipal laws, regulations and ordinances regulating his/her profession. No person shall be denied service on the basis of race, creed, age, handicap, color, sex, or national origin.

**SCOPE OF SERVICE:**

The Provider agrees to provide professional services in their facility to clients of the Community Health Services, Primary Health Care Program.

The Provider agrees that all visits must be preauthorized and clients must provide to the Provider a CHS Medical Voucher. If the client does not have a voucher, contact the CHS clinic. CHS may fax a voucher to the Provider to expedite services however the original voucher will be mailed to the Provider. Appointments not preauthorized by CHS will be the financial responsibility of the client.

The Provider agrees to prescribe generic prescription drugs when available. CHS will pay for drugs used to treat most chronic conditions (diabetes, hypertension, heart disease, etc.) and drugs for acute infectious processes. Hormone replacement therapy will be covered for estrogen replacement, thyroid, etc. CHS will not pay for drugs used for transient pain relief, obesity medications, over-the-counter drugs and impotence medications.

The Provider agrees to use return visits conservatively and not to exceed the standards of medical practice based on the client's diagnosis.

The Provider agrees to contact CHS for lab, office procedures, x-rays, etc. that combined exceeds \$100.00. CHS may designate a laboratory where the specimens are to be submitted.

The Provider agrees to allow CHS to conduct an on-site quality assurance review as deemed necessary by the Department of State Health Services.

*"Promoting Opportunities"*

### **COMPENSATION:**

The Provider agrees to accept 60% of his/her customary charges (not to exceed the current Medicaid rate) as full reimbursement for services rendered to the client of CHS. The client may not be billed for any additional amount.

The Provider's signature must be on the voucher before reimbursement can be made. Vouchers received after 60 days of visit will be paid only if funding is available.

The Provider agrees to submit the completed CHS Medical Voucher with a diagnosis, ICD 9 code and Provider signature. (Note: The Health Insurance Claim Form (HCFA 1500) may be attached to the CHS Medical Voucher in lieu of completing the Provider section of the CHS Medical Voucher.) All lab and x-rays done in the Provider's office must be documented on the voucher or CHS will not be responsible for payment.

All vouchers are to be mailed to:

Primary Health Care Program  
Community Action, Inc  
P.O. Box 748  
San Marcos, TX 78667-0748

### **COMMUNITY HEALTH SERVICES RESPONSIBILITIES**

Community Health Services will screen potentially eligible clients and only refer clients that meet the income and residency requirement of the Primary Health Care Program.

Community Health Services will provide Medical Vouchers to eligible clients who have appointments prior to the visit. If the visit is on the same day as the appointment, CHS can fax the voucher to the Provider.

Community Health Services will provide an initial health risk assessment and provide targeted health education as needed.

Community Health Services will assist the client in obtaining necessary follow-up, based on Provider input and availability of funds.

Community Health Services will compensate the Provider within thirty (30) days of receipt of medical voucher.

Community Health Services will provide prescription services for clients, generally not to exceed \$75.00 per month. Rate may vary depending on funds available. Clients will be encouraged to utilize Prescription Assistance Programs when applicable.

### **TIME LIMITATION AND TERMINATION:**

This Agreement shall become effective on September 1, 2010 and remain in effect until August 31, 2011. The Agreement may be dissolved by either party by giving the other party 30 days written notice.

### **LICENSING AND INSURANCE**

The Provider will be responsible for maintaining a current license to practice medicine in the State of Texas. The Provider will be responsible for maintaining medical malpractice insurance that will provide coverage for any care provided directly to CHS clients. The Provider agrees to provide CHS with a copy of current licensing and insurance.

### **HIPAA**

During the performance of this Agreement, each party may learn or receive from the other patient health care, billing and other confidential information (Protected Health Information – PHI). Each party shall keep all PHI strictly confidential in compliance with all laws, rules and regulations relating to confidentiality, including, without limitation, the privacy regulations under the Health Insurance Portability and Accountability Act of 1996.

**PROVIDER:**

I the undersigned Provider certifies that I am in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, revoked or otherwise excluded from participation in federal grant programs; is not delinquent on any repayment agreements; and has not had a contract terminated by the Department of State Health Services (DSHS). In addition, I certify that I have not voluntarily surrendered any license issued by DSHS within the past three (3) years.

I the undersigned Provider am willing to provide services for the clients covered by the Community Health Services, Primary Health Care Program. I understand that this program is not an insurance program and whose funds are subject to availability. I have read the agreement and will comply.

\_\_\_\_ Copy of current license to practice medicine in the State of Texas is attached.

\_\_\_\_ Copy of Certificate of Insurance is attached.

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Physical Street Address City

\_\_\_\_\_  
Mailing Address City State TX Zip Code

#####

Carole Belver 10/28/10  
Carole Belver, Executive Director Date

Community Action, Inc. of Hays, Caldwell, and Blanco Counties  
101 Uhland Road, Suite 107  
P.O. Box 748  
San Marcos, TX 78667-0748  
512-392-1161, ext 328

## *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: Amend the FY10 DSHS Immunization Grant budget to accept medical supplies as an in-kind contribution.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: \$527,260.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-018.5231 - \$527,260.00**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Liz Sumter**

#### **SUMMARY:**

**This amendment is needed to recognize revenue and expense for the medical supplies provided by the Department of State Health Services, with no match required from the County.**

#### **Budget Amendment:**

**120-675-99-018.4301    \$527,260.00**

**120-675-99-018.5231    \$527,260.00**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend the FY10 DSHS Immunization Grant budget to accept medical supplies as an in-kind contribution.

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$527,260.00

**LINE ITEM NUMBER:** 120-675-99-018.5231

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

<b>HAYS COUNTY</b>		
<b>DSHS IMMUNIZATION</b>		
<b>IN-KIND JE</b>		
<b>9/30/2010</b>		
	<b>Month</b>	<b>In-Kind</b>
	09-2010	7,128.50
	08-2010	148,040.82
	07-2010	46,973.66
	06-2010	23,863.35
	05-2010	57,128.16
	04-2010	75,323.50
	03-2010	101,201.30
	02-2010	11,217.50
	01-2010	19,446.60
	12-2009	5,824.60
	11-2009	19,988.90
	10-2009	<u>11,122.60</u>
	<b>Total</b>	<b>527,259.49</b>

## *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 consider 1) the proposed improvements to Piedras Pass in Hays County to cause the roadway to comply with Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, *pro rata*, against the record owners of the real property on Piedras Pass. Possible action to follow the Public Hearing.

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** \$50,000 (to be paid back by lot owners over a period TBD)

**LINE ITEM NUMBER OF FUNDS REQUIRED**

**REQUESTED BY:** Ford

**SPONSORED BY:** Ford

**SUMMARY:** This Hearing is guided by Chapter 253 of the Texas Transportation Code, which dictates that the Commissioners Court may, after finding that the proposed improvements are necessary for the public health, safety, or welfare of the residents of Hays County, Order a "mailed ballot" election of the property owners in the above-named subdivision, said mail-outs to occur no later than the 10<sup>th</sup> day after this Public Hearing. If this Court orders an election, then not later than the 30<sup>th</sup> day after this Public Hearing all returned votes shall be tallied and results shall be declared. Granted that a majority of lot owners on Piedras Pass vote in favor of the improvements and the long-term pay back of costs, then construction of those improvements will begin according to scheduling priorities set by RPTP.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Call for a public hearing to consider 1) the proposed improvement to Piedras Pass in Hays County to cause the roadway to comply with Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, pro rata, against the record owners of the real property on Piedras Pass.

**PREFERRED MEETING DATE REQUESTED:** October 26, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$50,000.00 (to be paid back by property owners over a period TBD)

**LINE ITEM NUMBER:** Unknown

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Is funding available in RPTP budget?

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

# Hays County 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 Shadow Creek subdivision.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** N/A

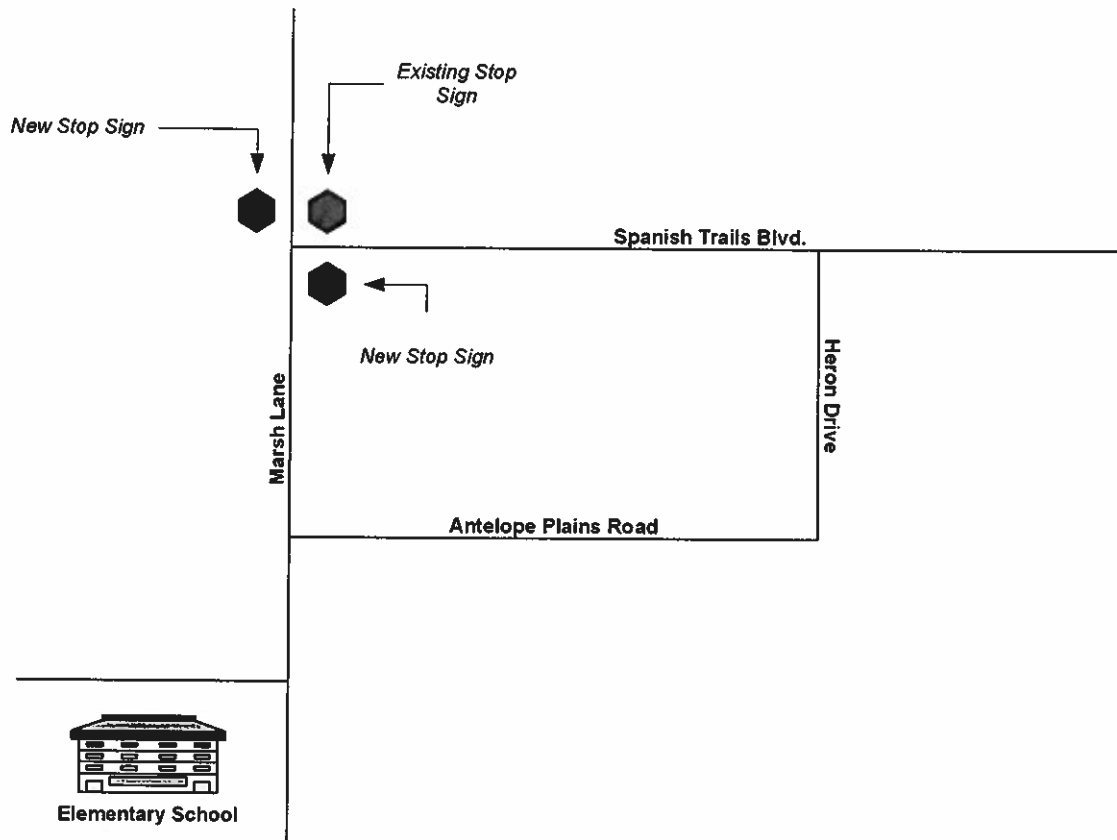
**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**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. This is to serve traffic near the new Ralph Pfluger Elementary at the back of Shadow Creek subdivision.

**Road Diagram for 3-way stop location for Spanish Trail Blvd. and Marsh Lane (Pct. 2)**



**This proposal will:**

- 1. Stop traffic on Marsh Lane at Spanish Trails Blvd. for north-bound traffic (coming from the school).**
- 2. Stop traffic on Marsh Lane at Spanish Trails Blvd. for south-bound traffic.**

***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 (a load limit of 17,500 lbs. axle or tandem) for the San Marcos River bridge on Old Bastrop Hwy, CR266, as recommendation by TxDOT

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** none

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ingalsbe

**SUMMARY:** TxDOT inspects all Off-System bridges within Hays County. They have submitted a report on the load limit requirements for the bridge on Old Bastrop Hwy, CR266 over the San Marcos River. TxDOT needs an official approval and recommendation date for installation of the signs for enforcement and to update the National Bridge Inventory database. The new classification weight limit for the current bridge is 17,500 lbs. axle or tandem. (see attached)

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



# Austin District\_Load Posting Summary (Hays County)

8/3/2010

Owner	Structure ID	Route	Feature Crossed	Recommended Action	Qty	Sign Type	Gross (lbs)	Net (lbs)	Tandem Axle (lbs)	Sign DHT	Sign Posts
Hays Co	106-AA02-24-001	N Old Bastrop Hwy	San Marcos River	Post 17500 lbs Axle or Tandem @ Bridge	2	A	17,500			124950	
					<p>Other Type (s) = 0</p> <p>Totals Type A = 2</p> <p>Totals Type B = 0</p> <p>Totals Type C = 0</p> <p>Totals Type D = 0</p> <p>Totals Type E = 0</p>						
					<p>Total Sels Posts and Hardware 0</p>						

## Inspection Dates

Inspr Date	Structure ID	Route	Feature Crossed
6/22/2010	106-AA02-24-001	N Old Bastrop Hwy	San Marcos River

## For Office Use:

Charge Number: 14-72-739002-88-110

Note: Gary Rice will order signs.

Please order washers from Sequim/Winn route.

Washers (5lbs package) DHT: 163698

Note: Order Posts, Bolts and Nuts from Austin District Warehouse.

Post DHT: 124988 (Warehouse Request)

Bolt DHT: 46386 (Material Request)

Nut DHT: 165307 (Material Request)

## Important Note:

The Code of Federal Regulations has established a 180-day period to remove load posting signs. This 180-day time period began on the date structure was inspected, as shown highlighted to the left of the Structure

Please contact Aaron R. Trevino when signs are erected. We will need the bridge and take photos so we can add them to the bridge file.

Office: (512) 832-7335 Cell: (512) 585-3553

E-mail: aaron.trevino@txdot.gov

The above list of sign requirements has been verified as correct.

Printed Name

Local Jurisdiction Official Signature

Note: Letters above signs corresponds with letters in "Sign Type" column

A B C D E

WEIGHT LIMIT	WEIGHT LIMIT	WEIGHT LIMITS GROSS	WEIGHT LIMITS GROSS
AXLE OR TANDEM	TANDEM AXLE	AXLE OR TANDEM	TANDEM AXLE
LBS	LBS	LBS	LBS



R12-2Tb R12-2Tc R12-4Tb R12-4Tc W12-5

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to accept the road construction and drainage improvements, to release the construction bond, and to accept the maintenance bond for two years for Belterra subdivision, Phase 5, Section 10.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ford

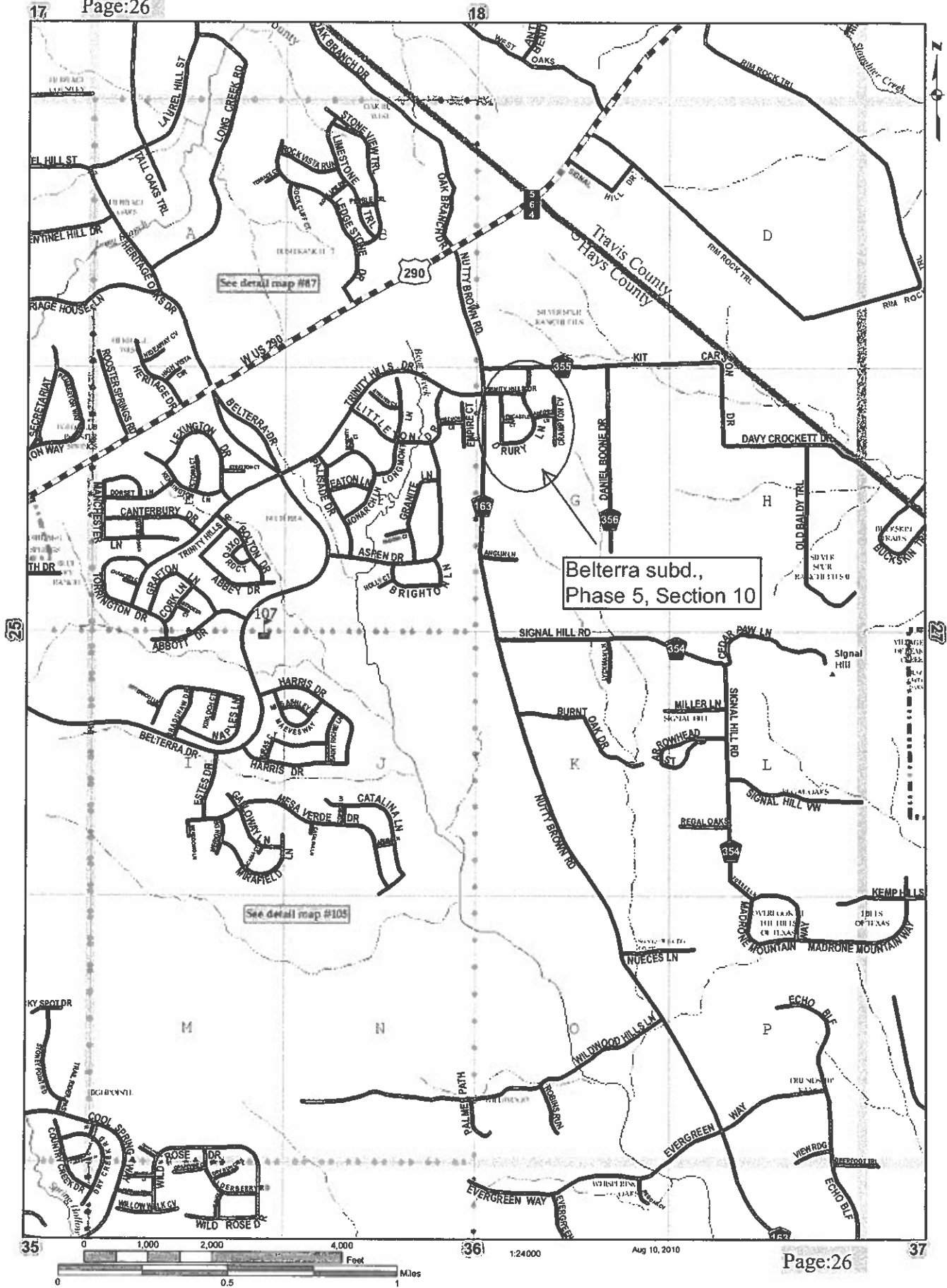
**SUMMARY:**

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The RPTD Department/Transportation Division has inspected and approved the improvements. The list of roads include: Trinity Hills Drive, Drury Lane, Newcastle Court, Sanford Lane, and Crampton Cove.

**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**

---

11/3/10

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

RE: Belterra Phase 5 Section 10

Dear Commissioners and Judge:

MAK Foster, Owner, is requesting that Hays County release the construction bond of \$1,326,730.00 for Belterra Phase 5 Section 10 and accept a maintenance bond in the amount of \$132,673.00. Adam N. Koransky, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

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



**ENGINEER'S CONCURRENCE  
FOR PROJECT ACCEPTANCE**

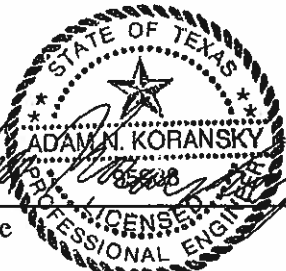
**DATE:** March 22, 2010

**PROJECT NAME:** Belterra Section 10, Phase 5

**OWNER:**     **Mak Foster Ranch, L. P.**  
                  3809 Juniper Trace Suite 130  
                  Austin, Texas 78738

**ENGINEER:** Adam N. Koransky, P.E.  
                  **Jacobs Carter Burgess**  
                  2705 Bee Caves Road, Suite 300  
                  Austin, Texas 78746

On May 15, 2009, I, the undersigned Professional Engineer in the State of Texas, or my representative, made a visual inspection of the storm drainage, water and wastewater facilities related to the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible. Therefore, we recommend acceptance of the storm drainage, water and wastewater facilities constructed for Belterra Section 10, Phase 5 by Hays County WCID No. 1 and Hays County.

  
Signature \_\_\_\_\_

Adam N. Koransky, P.E.  
Typed Name

95988  
Texas Registration No.

**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:	BelterraPhase 5 Section 10	DATE:	9/16/2010
OWNER:	Mak Foster Ranch	WEATHER:	Clear
CONTRACTOR:	Job Site	TIME:	
INSPECTOR:	Todd Spencer		

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

1. Seal all cracks
2. Signage
3. Clean roadway
4. Test reports
5. Seal cracks in curb
6. Remove all rocks 6" and larger from right-of-way
7. All environmental punchlist items to be complete and approved by Betty Lambright

Todd Spencer, Construction Inspector

9/16/2010

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:**

**10-3-13 Resubdivision of Tract 14 and a portion of Tract 15, in an unrecorded section of River Oaks of Wimberley Subdivision (2 Lots). Discussion and possible action to approve preliminary plan and call for public hearing on December 7, 2010.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

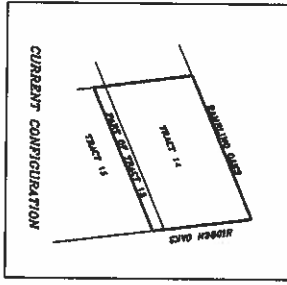
#### **SUMMARY:**

**River Oaks of Wimberley consists of 5 units of which 4 were platted and recorded through the appropriate subdivision process. Unit 4 is an unrecorded section adjacent to Ridge Oaks Drive and Units 1 & 3. The owner of Tract 14 wishes to subdivide her 5.00 acres into 2 new 2.5 acre lots. Although this section is not recorded public notification is required and will take place as normal. Both new lots will be served by individual private water supply and individual on-site sewage facilities. There are no variances and the entire division is not located within any City's extra-territorial jurisdiction.**

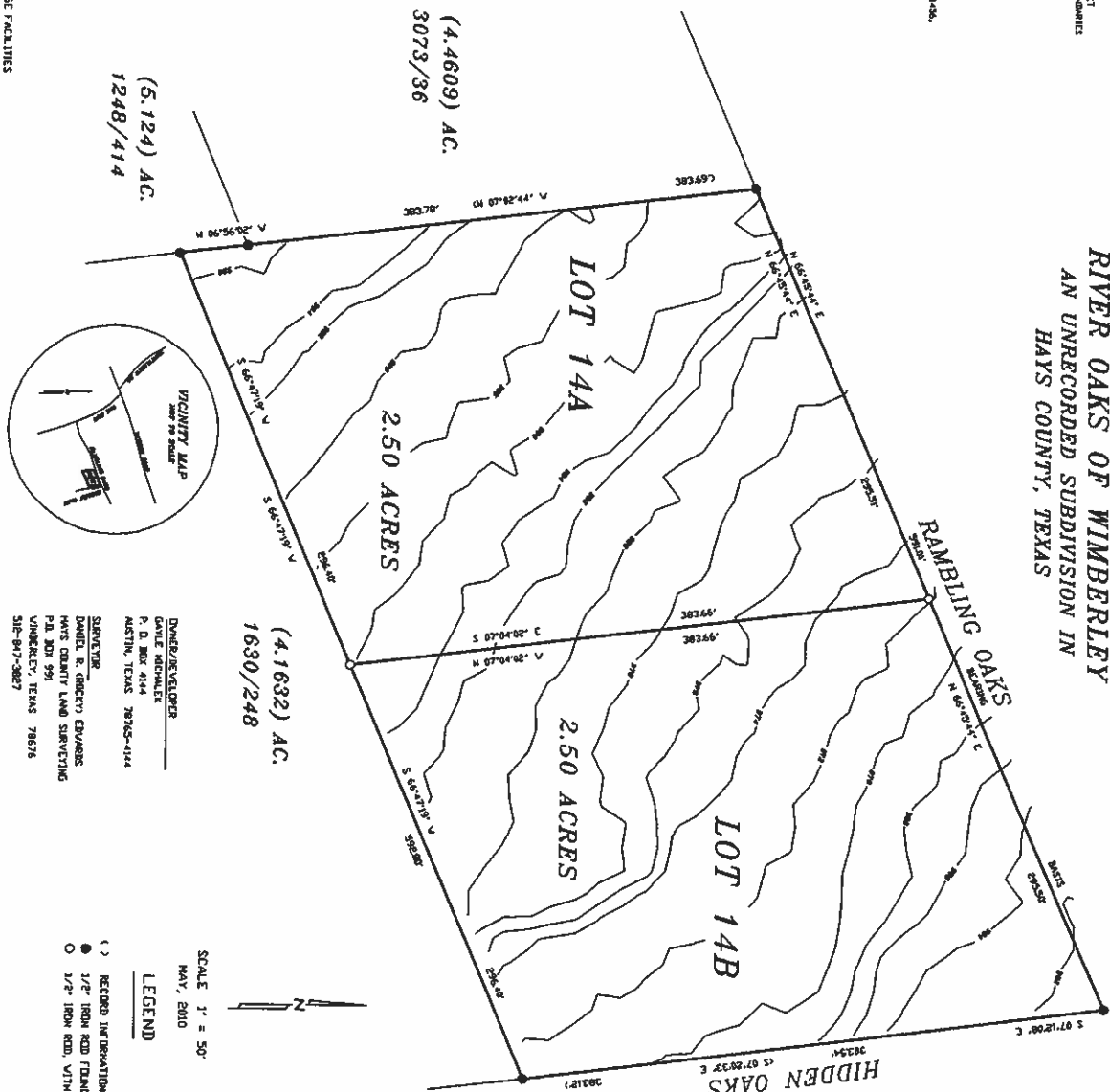
NOTES

- 1) THESE LOTS ARE NOT LOCATED IN THE EXTRAORDINARY JURISDICTION OF ANY MUNICIPALITY.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 489900000, DATED SEP. 2, 2005, PORTIONS OF THIS TRACT ARE LOCATED IN ZONE A AND SHOULD BE CONTAINED WITHIN THE BOUNDARIES OF THE FLOODPLAIN EASEMENT ZONE.
- 3) THIS SUBDIVISION IS NOT WITHIN THE BOUNDARIES OF THE EVANES ADJUTANT ZONE.
- 4) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON CREEK SECTOR OF THE EVANES ADJUTANT INDEPENDENT SCHOOL DISTRICT.
- 5) ALL EASEMENTS SHALL BE 10' WIDE.
- 6) THE FLOODPLAIN PUBLIC UTILITY EASEMENT WAS GRANTED IN VOLUME 1400, PAGE 71, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- 7) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VINCENNY HAYS COUNTY ESD #2.
- 8) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VINCENNY HAYS COUNTY ESD #2.
- 9) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VINCENNY HAYS COUNTY ESD #2.

# RESUBDIVISION OF TRACT 14 AND A PORTION OF TRACT 15, RIVER OAKS OF WIMBERLEY AN UNRECORDED SUBDIVISION IN HAYS COUNTY, TEXAS



TOTAL NO. LOTS	2
TOTAL AREA LOTS	5.00 ACRES
PROPOSED LAND USE	RESIDENTIAL
AVERAGE LOT AREA	2.50 ACRES
NO. LOTS BETWEEN 2 AC. AND 5 AC.	2
NO. LOTS LARGER THAN 5 AC. AND SMALLER THAN 10 AC.	0
ELECTRIC SERVICE	P. E. C.
TELEPHONE SERVICE	VERIZON
WATER SUPPLY	WELL
WASTEWATER	INDIVIDUAL ON-SITE SEWAGE FACILITIES



DATE/REVIEWER  
DAVID MICHAEL  
P. D. BOX 4144  
AUSTIN, TEXAS 78765-4144

SURVEYOR  
DAVID R. GREGG EDWARDS  
HAYS COUNTY LAND SURVEYING  
P.O. BOX 996  
WIMBERLEY, TEXAS 78676  
512-947-3827

SCALE 3" = 50'  
MAY, 2010

LEGEND  
( ) RECORDED INFORMATION  
● 1/2" IRON ROD FOUND  
○ 1/2" IRON ROD WITH CAP, SET

# RESUBDIVISION OF TRACT 14 AND A PORTION OF TRACT 15 RIVER OAKS OF WIMBERLEY A SUBDIVISION IN HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: I, GAYLE MICHALEX, OWNER OF A RECORD 5.00 ACRE TRACT OF LAND, OUT OF THE WESLEY HUGHES SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED MARCH 10, 2009, AND RECORDED IN VOLUME 3607, PAGE 459, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 5.00 ACRES OF LAND TO BE KNOWN AS "RESUBDIVISION OF TRACT 14 AND A PORTION OF TRACT 15, RIVER OAKS OF WIMBERLEY" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, GAYLE MICHALEX HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010.

GAYLE MICHALEX  
OWNER

DATE

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GAYLE MICHALEX, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBER TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

COMMISSION EXPIRES

PRINT NAME

## GENERAL NOTES

- 1) ALL LOTS WITHIN THIS RE-SUBDIVISION ARE PROHIBITED FROM FURTHER SUBDIVISION.
- 2) UICP REGULATED DEVELOPMENT IS PROHIBITED.

## DRIVEWAY NOTES

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE COUNTY'S LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE COUNTY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER COUNTY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.

## ENVIRONMENTAL HEALTH NOTES

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL, CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, AND TO RECEIVING WATER SUPPLIES AND WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST AVAILABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL, CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

JERRY BONDCHERONG, DIRECTOR  
RESOURCE, PROTECTION, TRANSPORTATION,  
AND PLANNING  
HAYS COUNTY ENVIRONMENTAL HEALTH

DATE

YON POPE, P.E., C.F.M.  
HAYS COUNTY RESOURCE PROTECTION,  
TRANSPORTATION AND PLANNING  
FLOODPLAIN ADMINISTRATION

DATE

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010.

ELIZABETH SUTHER  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010, AT \_\_\_\_\_ O'CLOCK

\_\_\_\_\_ H. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010.

LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

DANIEL R. (BOBBY) EDWARDS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS REG. 5472  
P.O. BOX 991  
WIMBERLEY, TEXAS 78676  
512-847-5837

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:**

**10-3-27 Replat of Lot 85 & Lot 86 Burnett Ranch Subdivision Section 3 (2 lots). Discussion and possible action to consider waiver of preliminary plan and public notice; approve final plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

#### **SUMMARY:**

**Burnett Ranch subdivision consists of 5 sections. Section 3 was platted and recorded in 1972 and consists of 87 lots. The owner of Lot 85 wishes to move his southern property line and increase his acreage to 6.6 acres. The reason for this is the fence was constructed over the property line and the current owners wish for this to be the new boundary between their lots. Both lots are currently served by individual private wells and permitted individual on-site sewage facilities. There are no variances requested and the entire subdivision is not located with any city's extra-territorial jurisdiction.**

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, Charles Mitchell Pulman, owner of 5.58 acres being Lot 86, Burnett Ranch Subdivision #3, a subdivision of record to me by deed dated February 21, 2008, of record in Volume 334, Page 178 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE said 5.58 acres to be known as the REPLAT of LOT 85 AND LOT 86, BURNETT RANCH SUBDIVISION #3, in accordance with the plat shown hereon, subject to the provisions of the Hays County Subdivision Regulations, Chapter 721 of the Hays County Code, and to the public use of the streets and easements shown hereon.

WITNESS MY HAND, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010

Charles Mitchell Pulman  
1401 Doyle End Road  
Wimberley, Texas 78676

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Charles Mitchell Pulman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, John Bradshaw and Joyce Bradshaw, owners of 5.58 acres being Lot 86, Burnett Ranch Subdivision #3, a subdivision of record in Volume 1, Page 351, of the Plat Records of Hays County, Texas, on compacted to us by deed dated August 13, 1984, of record in Volume 1, Page 351, of the Plat Records of Hays County, Texas, DO HEREBY SUBDIVIDE said 5.58 acres to be known as the REPLAT of LOT 85 AND LOT 86, BURNETT RANCH SUBDIVISION #3, in accordance with the plat shown hereon, subject to any and all easements or restrictions herebefore granted, and do hereby dedicate to the public the use of the streets and easements shown hereon.

WITNESS OUR HANDS, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

John Bradshaw  
1531 Doyle End Road  
Wimberley, Texas 78676

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared John Bradshaw and Joyce Bradshaw, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

NOTARY PUBLIC in and for Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

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

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

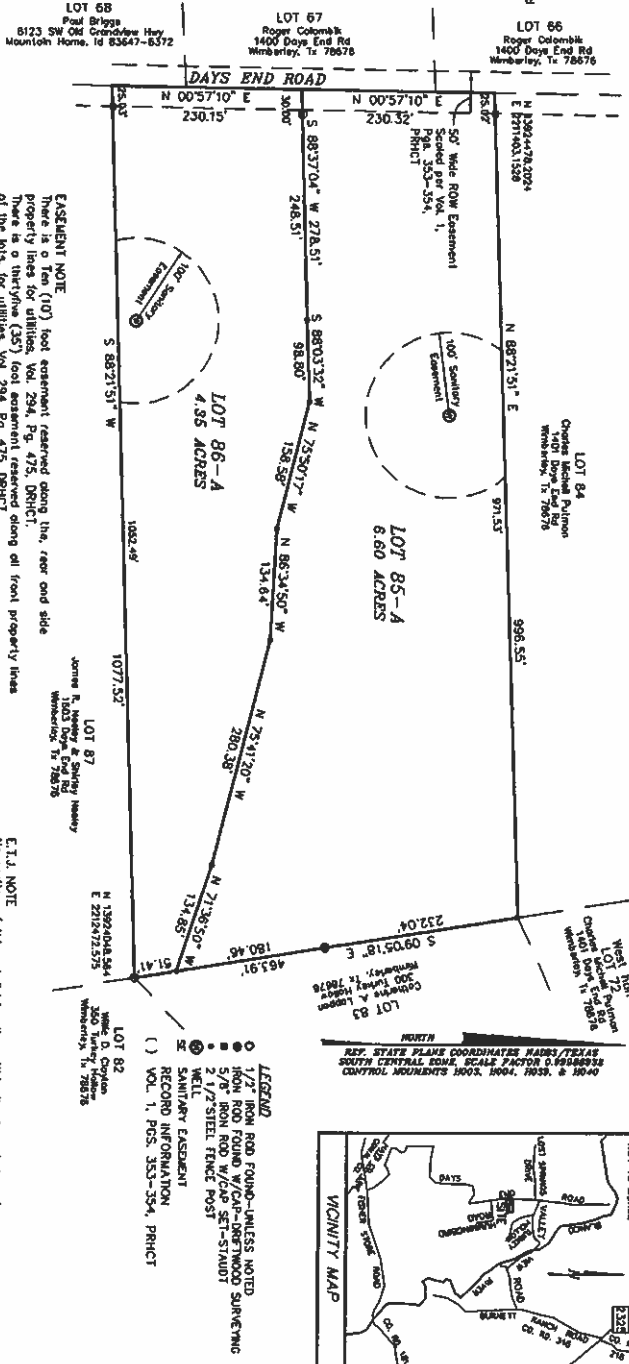
No construction or other development within this subdivision may begin until the Hays County Development Permit requirements have been met.

Jerry Boyce, P.E. - Resource, Protection,  
Transportation & Planning Director

STATE OF TEXAS  
COUNTY OF HAYS

Tom Pope, R.S., C.F.M.  
Hays County Republican Administrator

SHEET 1 OF 1



EASEMENT NOTE

There is a Ten (10) foot easement reserved along the rear and side property lines for utilities, Vol. 294, Pg. 475, DRICT. The easement is for the use of the utility lines (250' easement) reserved along all front property lines of the lots. The easement is for the use of the utility lines (250' easement) reserved along all front property lines of the lots. The easement is for the use of the utility lines (250' easement) reserved along all front property lines of the lots.

SCHOOL DISTRICT  
This subdivision lies within the Wimberley Independent School District.

FLOOD PLAIN NOTE  
This tract is not within an identified Special Flood Hazard Area as indicated by FEMA Flood Insurance Study No. 17050-01A, Hays County, Texas, and Incorporated Areas, Map Number 48280C015F, dated September 2, 2005.

STATE OF TEXAS  
COUNTY OF HAYS

I, Linda Frisbie, County Clerk of Hays County, Texas, do hereby certify that this is a true and correct copy of the original as recorded in the Public Records of Hays County, Texas, and as the same has been duly entered in the minutes of the said court Book \_\_\_\_ Page \_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

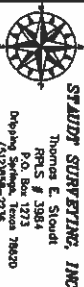
Linda Frisbie  
County Clerk  
Hays County, Texas

STATE OF TEXAS  
COUNTY OF HAYS

I, Linda Frisbie, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010, at \_\_\_\_ o'clock \_\_\_\_ m., in the Plat Records of Hays County, Texas, in Book \_\_\_\_ Page \_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

Linda Frisbie  
County Clerk  
Hays County, Texas



REPLAT OF  
LOT 85 & LOT 86  
BURNETT RANCH SUBDIVISION #3  
HAYS COUNTY, TEXAS

Dr. By TCS Job # 10025 Date APRIL 2010 Dwg # 10025D

## *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:**

**10-4-25 Amended Plat of lot 9D and lot 14, Mountain Oaks (2 lots). Discussion and possible action to consider waiver of preliminary plan and public notice; approve final plat.**

#### **TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**Mountain Oaks Subdivision was originally platted and recorded in 2000 as a 14 lot subdivision. Further subdivision in 2008 created a total of 17 taxable parcels. The owners of Lot 14 wish to move a portion of their western property line and increase their acreage to 22.21 acres. Lot 14 is currently served by an individual private well and an individual on-site sewage facility. Lot 9D has no current improvements but will be served by an individual private water supply and an on-site sewage facility. There are no variances requested. The subdivision is located within Dripping Springs' extra-territorial jurisdiction and has received approval from the city.**



SEPTEMBER 20, 2010

SCALE 1" = 140'

# PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS

A SUBDIVISION IN HAYS COUNTY, TEXAS

TORO LAND & CATTLE CO.  
VOL. 8419, PG. 79

## LEGEND

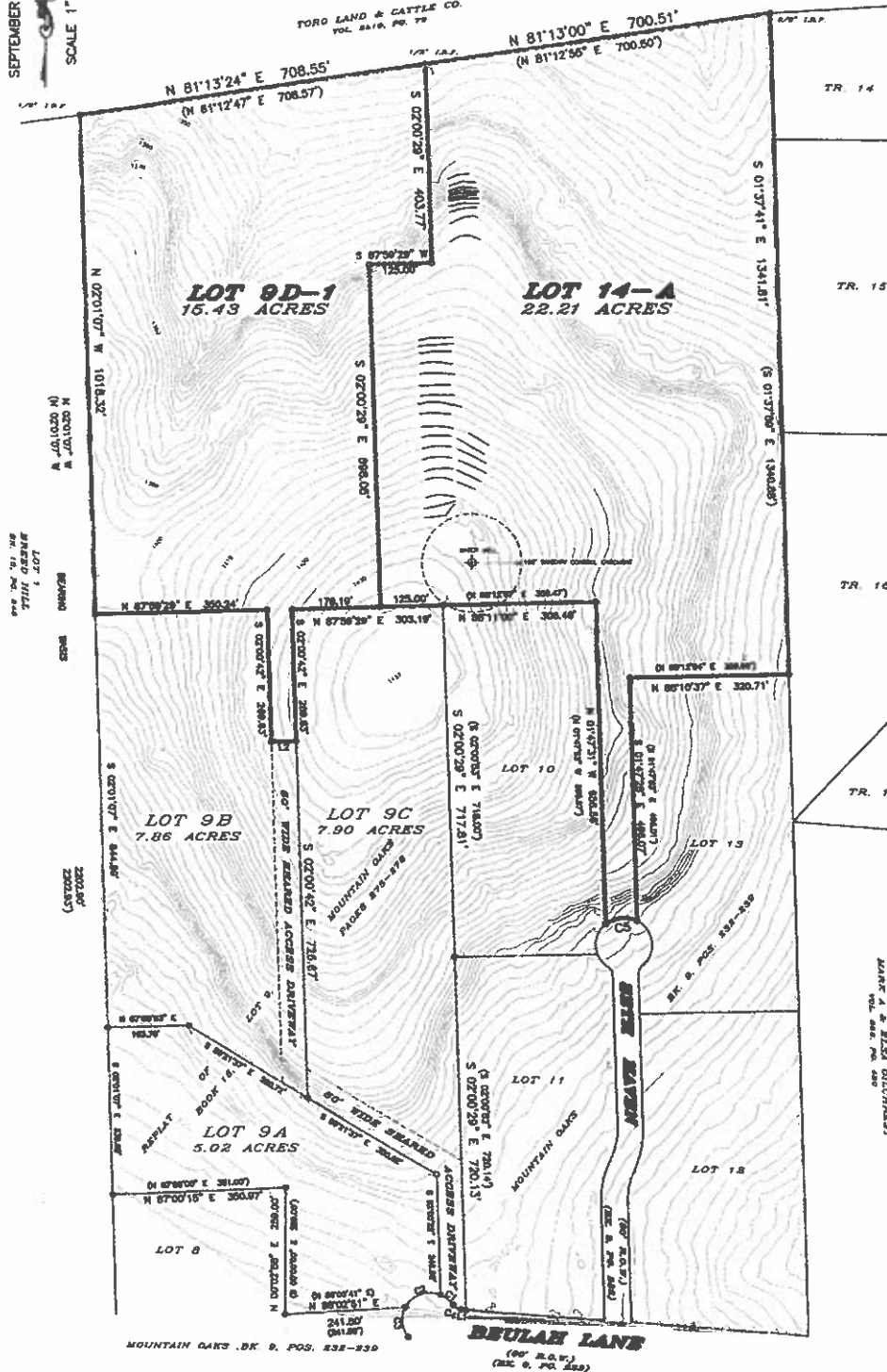
- RECORD INFORMATION
- 1/8" IRON ROD SET WITH CAP & 4454 UNLESS NOTED
- 1/8" IRON ROD WITH CAP FOUND 9-4-04 UNLESS NOTED
- COTTON SPRING FOUND WITH CAP & 4454
- IRON ROD FOUND AS NOTED

SETTLERS

BOOK 8, PAGE 125

PHASE

MARK A & BLS GILCHREST  
VOL. 8419, PG. 459



REPLAT CONFIGURATION

PAGE 3 OF 3

**PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY  
AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS**

**A SUBDIVISION IN HAYS COUNTY, TEXAS**

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, I, SHIRLEY ANN COMBS, OWNER OF 36.32 ACRES OF LAND (RECORDED) OUT OF THE B.F. HANNA SURVEY, HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED DECEMBER 31, 1963, RECORDED IN VOLUME 1016, PAGE 130, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALSO KNOWN AS LOT 9, MOUNTAIN OAKS, A SUBDIVISION RECORDED IN BOOK 9, PAGES 232-239, PLAT RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE OWNER OF LOT 9D, REPLAT OF LOT 9, MOUNTAIN OAKS (17.43 ACRES), A SUBDIVISION RECORDED IN BOOK 15, PAGES 278-279, PLAT RECORDS OF HAYS COUNTY, TEXAS AND ME, JANICE F. MOORE AND GRADY T. MOORE, OWNERS OF A 20.19 (RECORDED) ACRE TRACT OF LAND OUT OF THE B.F. HANNA SURVEY, HAYS COUNTY, TEXAS, BEING KNOWN AS LOT 14, MOUNTAIN OAKS, A SUBDIVISION RECORDED IN BOOK 9, PAGES 232-239, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID LOT 14 BEING CONVEYED TO US BY DEED DATED AUGUST 14, 2000, RECORDED IN VOLUME 1709, PAGE 501, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 37.84 ACRES OF LAND (SURVEYED) TO BE KNOWN AS "AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, SHIRLEY ANN COMBS, JANICE F. MOORE AND GRADY T. MOORE  
HAVE CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED  
THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. \_\_\_\_

SHIRLEY ANN COMBS  
OWNER

JANICE F. MOORE  
OWNER

GRADY T. MOORE  
OWNER

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
SHIRLEY ANN COMBS, JANICE F. MOORE AND GRADY T. MOORE,  
KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED  
TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED  
THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
COMMISSION EXPIRES \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

**CITY OF DRIPPING SPRINGS APPROVAL**

THIS AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS, HAS BEEN SUBMITTED TO THE CITY OF  
DRIPPING SPRINGS, TEXAS AND IS HEREBY ADMINISTRATIVELY APPROVED.

APPROVED THIS THE \_\_\_\_ DAY OF \_\_\_\_ A.D., 2010.

MICHELLE FISCHER  
CITY ADMINISTRATOR  
CITY OF DRIPPING SPRINGS

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD  
THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES BELONGED AND  
SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN  
SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE  
RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT  
IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF  
HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION  
TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CON-  
STRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS,  
NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ON TO  
A PUBLICLY DESIGNATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD  
DEPARTMENT OF HAYS COUNTY AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT  
FOR DRIVEWAYS SET FORTH IN CHAPTER 762, SUBCHAPTER B, OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL  
LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH  
THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND THIS  
PLAT COMPLIES WITH THE CITY OF DRIPPING SPRINGS ORDINANCE NO. 1230.6 AND 1230.7, AS AMENDED,  
AND AN ACTUAL SURVEY OF THE PROPERTY WAS MADE UNDER MY SUPERVISION ON THE GROUND  
AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

**PRELIMINARY-- THIS PLAT SHALL NOT BE RECORDED FOR ANY PURPOSE**

GARY F. PENNINGTON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4404 - STATE OF TEXAS  
P.O. BOX 1244  
DRIPPING SPRINGS, TEXAS 76820

DATE \_\_\_\_\_

**PRELIMINARY PLAN NOTE**

APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE COUNTY'S  
LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE.  
UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE COUNTY.  
SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES  
NOT MEET ALL OTHER COUNTY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD  
ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA C. FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON  
THE \_\_\_\_ DAY OF \_\_\_\_ A.D., 2010, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS,  
PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN  
ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_ PAGE \_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_ A.D., 2010.

ELIZABETH SURBER  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

LINDA C. FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA C. FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE  
FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR  
RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_ A.D., 2010, AT \_\_\_\_ O'CLOCK  
\_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK \_\_\_\_ PAGE \_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_ A.D., 2010.

LINDA C. FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

**SHARED ACCESS DRIVEWAY NOTES**

- 2.1 THE HOMEOWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING  
ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY  
RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING  
MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE  
DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A  
CONDITION THAT WILL PERMIT UNHINDERED VEHICULAR ACCESS BY  
EMERGENCY VEHICLES.
- 2.2 ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE  
SINGLE-FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A  
DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE  
SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED  
ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ON TO OR PHYSICAL ACCESS  
TO A PERMITTED STREET PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A  
DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES  
OF THIS SUB-PARAGRAPH.

**HEALTH DEPARTMENT NOTES:**

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER  
SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DEALING WATER SUPPLIES AND  
WATER QUALITY, PROSPECTIVE PROPERTY OWNER ARE CAUTIONED BY THE COUNTY TO QUESTION THE  
SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN  
SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER  
SYSTEM OR TO AN ON SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY  
HAYS COUNTY ENVIRONMENTAL HEALTH AND THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS  
COUNTY AND CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

JERRY BORCHERTING P.E.  
DIRECTOR OF RESOURCE PROTECTION,  
TRANSPORTATION AND PLANNING

TOM POPE, C.F.A., P.S.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

SEPTEMBER 20, 2010

SCALE 1" = 140'

# PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS

A SUBDIVISION IN HAYS COUNTY, TEXAS

TORO LAND & CATTLE CO.  
VOL. 2010, PG. 70

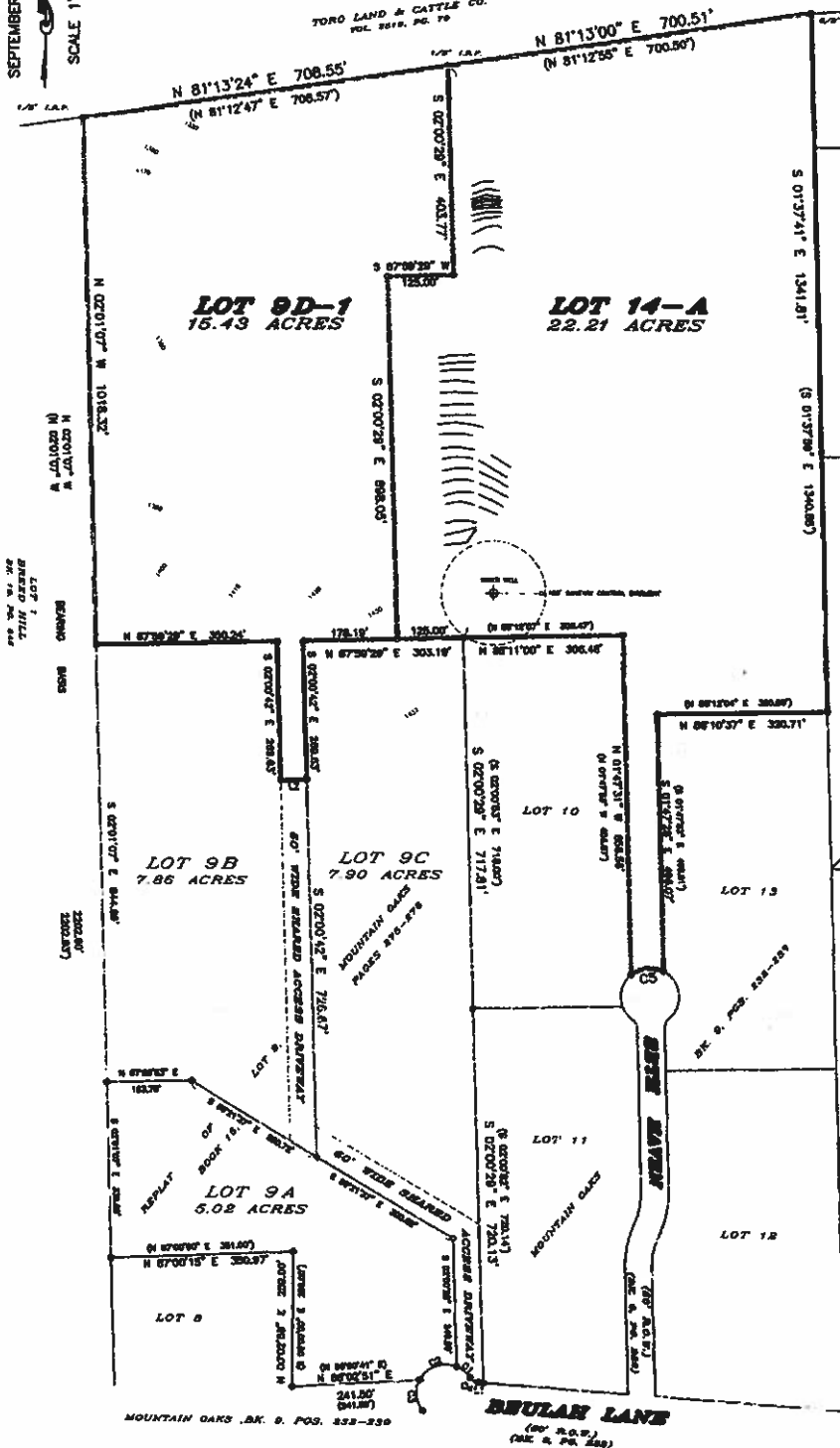
## LEGEND

- RECORD INFORMATION
- 1/4" IRON ROD SET WITH CAP & 4454 UNLESS NOTED
- 1/4" IRON ROD WITH CAP FORM 24454 UNLESS NOTED
- COTTON SPOULE FORM WITH CAP & 4454
- IRON ROD FORM AS NOTED

SETTLERS  
POINT  
BOOK 8, PAGE 125

PHASE

MARK A & BUSH DISCLOSED  
VOL. 2010, PG. 450



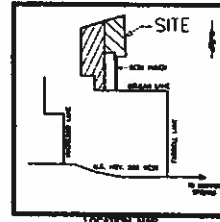
REPLAT CONFIGURATION

PAGE 3 OF 3

**PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY**  
**AMENDED PLAT OF LOT 9D AND LOT 14, MOUNTAIN OAKS**  
 A SUBDIVISION IN HAYS COUNTY, TEXAS

**OWNERS AND DEVELOPERS**  
 SHIRLEY ANN COMBS  
 344 BEULAH LANE  
 DRIPPING SPRINGS, TEXAS 78620  
 GRADY T. MOORE AND JANICE F. MOORE  
 269 SETH HAVEN  
 DRIPPING SPRINGS, TEXAS 78620

**SURVEYOR**  
 GARY F. PENNINGTON, R.P.L.S. NO.4404  
 STATE OF TEXAS  
 P.O. BOX 1844  
 DRIPPING SPRINGS, TEXAS 78620  
 (512) 894-0664



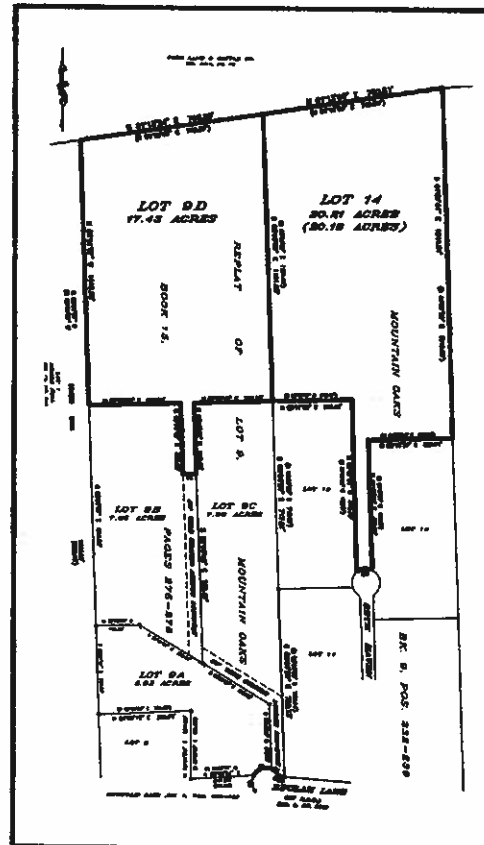
**TOTAL NO. OF LOTS** 2  
**TOTAL SUBDIVISION ACRES** 37.44 ACRES  
**AVERAGE LOT ACRES** 18.82 ACRES  
**PROPOSED LAND USE** RESIDENTIAL

**NO. OF LOTS LARGER THAN 1 AC. AND SMALLER THAN 2 AC.** 2  
**NO. OF LOTS LARGER THAN 2 AC. AND SMALLER THAN 3 AC.** 2  
**NO. OF LOTS LARGER THAN 3 AC. AND SMALLER THAN 4 AC.** 0  
**NO. OF LOTS LARGER THAN 4 AC. AND SMALLER THAN 5 AC.** 2

**ELECTRICITY SERVICE** PENNARCO ELECTRIC COOPERATIVE, INC.  
**TELEPHONE SERVICE** VERIZON, INC.  
**WATER** INDIVIDUAL ON-SITE WATER WELLS  
**WASTEWATER** INDIVIDUAL ON-SITE SEWAGE FACILITIES  
**LENGTH OF SHARED ACCESS DRIVEWAY** 130.1 LF

**GENERAL NOTES**

- 1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NO. 480990000P, DATED SEPTEMBER 02, 2005, THIS PROPERTY LIES IN ZONE X WHICH DOES NOT LIE IN THE 100 YEAR FLOOD PLAIN.
- 2) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
- 3) THIS SUBDIVISION IS SUBJECT TO ALL EXISTING EASEMENTS AND MATTERS OF RECORD AFFECTING THESE LOTS THAT ARE NOT REFLECTED ON THIS PLAT.
- 4) ALL LOTS WILL BE SERVED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
- 5) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 6) MINIMUM CULVERT SIZE FOR DRIVEWAYS WITHIN THIS SUBDIVISION, IF REQUIRED, SHALL BE 18" CMP.
- 7) THIS PROPERTY IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF DRIPPING SPRINGS, TEXAS.
- 8) THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED:  
 80' P.U.E. ADJACENT TO RIGHT OF WAY OF BEULAH LANE AND SETH HAVEN  
 10' P.U.E. ALONG EACH SIDE OF INTERIOR LOT LINES  
 10' P.U.E. ALONG ALL PERMETER LINES OF SUBDIVISION  
 15' P.E.C. EASEMENT CENTERED ON ALL ELECTRIC LINES
- 9) THE FOLLOWING BUILDING SETBACK LINES ARE HEREBY DEDICATED:  
 30' FRONT YARD SETBACK ADJACENT TO RIGHT OF WAY OF BEULAH LANE AND SETH HAVEN  
 10' SIDE YARD SETBACK ALONG EACH SIDE OF INTERIOR LOT LINES  
 30' REAR YARD SETBACK
- 10) ACCESS TO AND FROM THIS SUBDIVISION WILL BE EXCLUSIVELY LIMITED AS FOLLOWS:  
 LOT 9-D BEULAH LANE  
 LOT 14-A SETH HAVEN
- 11) TOPOGRAPHIC CONTOURS SHOWN HEREON WERE DERIVED FROM "LIDAR CAPCO 2009" AND USGS QUADRANGLE MAPS. THESE CONTOURS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	55.00'	33.80'	33.27'	S 50°41'36" E	35°12'41"
C2	55.00'	61.33'	74.12'	N 69°20'23" E	84°43'12"
C3	55.00'	63.41'	58.88'	N 08°02'53" W	86°03'22"
REC	55.00'	63.46'	60.00'	N 09°57'22" W	86°06'41"
C4	20.00'	19.47'	18.71'	N 81°08'18" W	25°48'48"
C5	55.00'	63.87'	60.34'	N 83°00'41" E	66°32'21"
REC	55.00'	63.89'	60.36'	N 81°57'33" E	66°33'25"

LINE	BEARING	DISTANCE
L1	N 86°18'07" W	0.00'
REC	N 06°18'32" W	0.00'
L2	N 87°59'29" E	50.00'

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

#### **AGENDA ITEM:**

**10-4-26 Vacation Plat of Lots 504,505, and 506 La Ventana Phase 6 and Replat of homesite H25, La Ventana Subdivision, Phase 1. Discussion and possible action to consider approval of preliminary plan; call for public hearing on December 7, 2010.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**La Ventana Subdivision is a platted subdivision located off Elder Hill Road in Precinct 4. The owner of Homesite H25 (2.64 acres) also owns the three adjacent lots ( 504-.91 ac, 505-.83 ac, and 506-1.07 ac) in Phase 6. He wishes to vacate the three lots in Phase 6 and combine them with Homesite H25 in phase 1. Although this is a significant decrease in density, a public hearing is required on all cancellation and vacations of previously platted lots. The newly platted 5.45 acre lot will be served by existing connection to public water supply and individual on-site sewage facilities.**

# REPLAT OF HOMESITE H26, LA VENTANA PHASE 1

A SUBDIVISION IN HAYS COUNTY, TEXAS

PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE MALCOLM R. BERG AND DEBORAH A. BERG, TRUSTEES FOR THE BERG FAMILY LIVING TRUST, BEING OWNERS OF HOMESITE H26, LA VENTANA PHASE 1, A SUBDIVISION RECORDED IN VOLUME 9, PAGE 71, PLAT RECORDS OF HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED RECORDED IN VOLUME 3772, PAGE 213, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING THE OWNERS OF LOTS 504, 505 AND 506, LA VENTANA PHASE 6, A SUBDIVISION RECORDED IN VOLUME 11, PAGE 282, PLAT RECORDS OF HAYS COUNTY, TEXAS DO HEREBY VACATE LOTS 504, 505 AND 506 (2.81 ACRES TOTAL) OF SMD LA VENTANA, PHASE 6 AND HEREBY REPLAT A 5.45 ACRE TRACT OF LAND TO BE KNOWN AS "REPLAT OF HOMESITE H26, LA VENTANA, PHASE 1", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, HAS CHAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010

MALCOLM R. BERG  
COUNTY OF HAYS

DEBORAH A. BERG  
TRUSTEE

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THE DAY PERSONALLY APPEARED MALCOLM R. BERG AND DEBORAH A. BERG IN THEIR AUTHORITY AS TRUSTEES FOR THE BERG FAMILY LIVING TRUST, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_  
COUNTY, TEXAS  
COMMISSION EXPIRES \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BELIEF OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DEDICATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSURES NO OBLIGATION TO BELT THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTION AND ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

IN ORDER TO PROMOTE SAFE USE OF ROADS AND PREVENT THE CONSTRUCTION OF PUBLIC ROADS, NO HIGHWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS BY TO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A PRIVATELY ISSUED PLAT WAS ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (b) THE PRIVATELY ISSUED PLAT WAS IN FULL COMPLIANCE WITH THE DRIVEWAYS SET FORTH IN CHAPTER 781, SUBCHAPTER 5, OF THE HAYS COUNTY SUBDIVISION REGULATIONS

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA C. FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE PLANS FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010.

ELIZABETH SALTER  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

LINDA C. FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA C. FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK \_\_\_\_\_ PAGES \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010.

HEALTH DEPARTMENT NOTES:

LINDA C. FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND WATER QUALITY CONCERNS. ANY WATER SUPPLY OR WATER SYSTEM ARE CONTROLLED BY THE COUNTY TO QUESTION THE SOME AREAS MAY OFFER THE BEST REMEDIABLE WATER SOURCE. COLLECTION IS ENCOURAGED AND IN NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL, HEALTH AND THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL HAYS COUNTY AND CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

JERRY BOCHERDING, P.E.  
DIRECTOR OF RESOURCE  
PROTECTION,  
TRANSPORTATION AND PLANNING

TOU POPE C.F.M., R.S.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT COMPLETES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GARY F. PENNINGTON, P.L.S., INC.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 1244  
DRIPPING SPRINGS, TEXAS 76620  
(512) 844-0844

**A SUBDIVISION IN HAYS COUNTY, TEXAS**

[illegible]

TOTAL SUMMITS  
AVERAGE LOT AREA  
PRODUCED LAND  
NO. OF LOTS LAB  
AND SMALLER TH  
NO. OF LOTS LAB  
AND SMALLER TH  
NO. OF LOTS LAB  
AND SMALLER TH

**MR. OF LOTS 1 AND 2**

- ELECTRICITY SERV  
TELEPHONE SERV  
WATER SERVICE  
ORGANIZED GAS S  
GENERAL NOTES

3) THIS SUBDIV AND MATTERS ARE NOT REF

4) THIS LOT WITH FACILITIES.

5) THIS SUBD CENST MATR

1

DOES NOT CONST-  
THE FINAL PLAT,  
SPECIFICALLY RE-  
THE ENGINEER OF THE  
DEVELOPMENT REQU-  
EY, HEALTH, WELF-



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to approve the hiring of Laura Petty for the County Extension Agent – Family and Consumer Science position.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Mapston**

**SPONSORED BY: SUMTER**

**SUMMARY:**



SOUTHWEST EXTENSION DISTRICT 10  
P.O. Box 1849  
Uvalde, TX 78802-1849  
830.278.9151  
[cmapston@ag.tamu.edu](mailto:cmapston@ag.tamu.edu)

October 21, 2010

To: County Judge – Liz Sumter  
Commissioner – Debbie Gonzales-Ingalsbe  
Commissioner – Jeff Barton  
Commissioner – Will Conley  
Commissioner – Karen Ford  
111 E. San Antonio St., Ste. 300  
San Marcos, TX 78666

I am requesting inclusion on the Hays County Commissioner's Court Meeting agenda for Tuesday, November 2, 2010. At that time, I will introduce to the court our candidate for the vacant County Extension Agent – Family and Consumer Sciences position and request your approval.

Our proposed candidate is Laura Petty. Laura earned a Bachelor of Science Degree in General Home Economics from Texas Tech University and a Master of Arts in Interdisciplinary Studies – Educational Administration from Texas State University.

Laura began her career in Extension in 1993 when she was appointed County Extension Agent – Home Economics Assistant in Henderson County. She was promoted to County Extension Agent – 4-H in Wichita County in 1995. She has been serving as County Extension Agent – 4-H in Guadalupe County since 1998.

Laura has 18 years successful experience as a County Extension Agent. She has provided excellent leadership for educational programs and has developed programs to meet the specific needs of youth and adults. Although Laura's experience has been in the area of 4-H, she has completed several Family and Consumer Sciences courses and has a strong background in food and nutrition, clothing and textiles and financial management education.

I am looking forward to meeting with the court on Tuesday, November 2. If you have questions, please contact me at 830.278.9151

Sincerely,



Cheryl Mapston  
District Extension Administrator

## *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 to action to authorize Commissioner Ford to negotiate final contract and County Judge to sign the contract with Arborist Don Gardner as related to ROW acquisition on a property owned by Mark Bleakley and a property owned by Ann Bleakley Williams with regard to the McGregor Lane bridge project.

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** Not to exceed \$1.250

**LINE ITEM NUMBER OF FUNDS REQUIRED**

**REQUESTED BY:** Ford

**SPONSORED BY:** Ford

**SUMMARY:** See attached resume regarding Mr. Gardner's qualifications.

This is part of the ROW acquisition negotiation for these two property owners who are concerned about health and safety of remaining oaks on their property and located near the trees that are being removed for construction,

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible to action to authorize Commissioner Ford to negotiate final contract and County Judge to sign the contract with Arborist Don Gardner as related to ROW acquisition on a property owned by Mark Bleakley and a property owned by Ann Bleakley Williams with regard to the McGregor Lane bridge project.

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$1,250.00

**LINE ITEM NUMBER:** 020-710-00.5386

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Unknown

**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*  
*Signature Required if Approved*  
**DATE CONTRACT SIGNED:** \_\_\_\_\_



# *Don Gardner*

## *Consulting Arborist*

### CURRICULUM VITAE

Arborist for Texas Governor's Mansion since 1986  
 Arborist for St. David's Hospital since 1985  
 Full-Time Consulting Arborist since 1998

#### PROFESSIONAL SOCIETY MEMBERSHIPS

American Society of Consulting Arborists  
 Registered Consulting Arborist #438  
 Graduate: ASCA Arboriculture Consulting Academy

International Society of Arboriculture, since 1985  
 ISA Certified Arborist TX0228

#### TREE APPRAISAL

Many years experience using the methods of the Council of Tree and Landscape Appraisers. Hundreds of trees appraised for litigation, insurance, and IRS purposes.

#### EXPERT WITNESS

State court appearances for the prosecution and for the defense. Forensic and pre-trial preparation.

#### EDUCATOR

Lecturer at Lady Bird Johnson Wildflower Center.  
 Regular guest on KLBJ-AM "Gardening Naturally".  
 On-going training programs for professional arborists.  
 Regular public tree care workshops.

#### OTHER MEMBERSHIPS

Native Plant Society of Texas  
 American Forestry Association  
 TreeFolks of Austin

Texas Forestry Association  
 Texas Urban Forestry Council



1980-1998

Owner/Senior Arborist, Austin Arborists a commercial tree care company with more than 800 residential and institutional clients in Central Texas.

1970-2002

Co-owner/manager of Goose Summer Tree Farm, a 350-acre wildlife preserve and active Tree Farm in San Jacinto County in deep East Texas.

Co-owner and resident of Horseshoe Bend Ranch, a family owned and operated angora goat ranch in the hill country west of Austin.

1983

Founded the Texas Tree School, a short course for entry level arborists trainees sponsored by the City of Austin Parks & Recreation Department.

1973

Began as a tree worker

1966

Bachelor of Science Degree

Sam Houston State University

Journalism Major

Reporter: Huntsville Item, Houston Post and San Antonio Light

1963

Graduated Huntsville High School

1960

Eagle Scout

#### PERSONAL

Born August 11, 1945 at Huntsville, Texas

Married 36 years

Two grown daughters

## *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 selection of Jeffrey S. Ward and Associates in response to RFQ #2011-P01 for the Hays County Hazard Mitigation Action Plan and authorize Grants Administrator and Special Counsel to negotiate contract for Commissioners Court approval at a later date.

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** N/A – to be determined during contract negotiations

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-899-99-063.5448

**REQUESTED BY:** Turner/Hauff/Maiorka

**SPONSORED BY:** Sumter

#### **SUMMARY:**

On September 28, 2010 the Commissioners Court authorized Purchasing to solicit a Request for Qualifications (RFQ #2011-P01) for consultant services to revise/update the Hays County Hazard Mitigation Action Plan. Six responses were received by the close date of October 14, 2010. A committee of four persons, including the Emergency Management Coordinator, Grants Administrator, and representatives from the Auditor's Office and County Tax Assessor/Collector's Office evaluated the proposals and selected Jeffrey S. Ward and Associates as the top selection based upon evaluation criteria included in the RFQ and positive references. The evaluation matrix is included as backup material. Upon approval, staff will proceed to negotiate the scope of services and fee, and the pending contract will be presented to the Commissioners Court for action at a later date. Initial contact with the named firm indicates that the services can be conducted within the budget allocated for the project.

This project is funded in part through a grant from the Texas Department of Public Safety, Division of Emergency Management, with a 20% match requirement. This grant was accepted by the Commissioners Court on September 28, 2010.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible action to approve selection of Jeffrey S. Ward and Associates in response to RFQ #2011-P01 for the Hays County Hazard Mitigation Action Plan and authorize Grants Administrator and Special Counsel to negotiate contract for Commissioners Court approval at a later date.

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$ TBD at a later date

**LINE ITEM NUMBER:** 001-899-99-063.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

Bill Herzog

## SPECIAL COUNSEL

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

**DATE CONTRACT SIGNED:** \_\_\_\_\_

**DATE CONTRACT SIGNED:** \_\_\_\_\_



# RFO#2011-PO1 HAYS COUNTY HAZARD MITIGATION ACTION PLAN EVALUATION

<u>Firm</u>	<u>Rev. #1</u>	<u>Rank</u>	<u>Rev. #2</u>	<u>Rank</u>	<u>Rev. #3</u>	<u>Rank</u>	<u>Rev. #4</u>	<u>Rank</u>
Metro Planning Inc	76	5	92	4	90	3	60	4
H2O Partners Inc	96	2	96	2	86	4	82	3
Witt Associates	85	4	96	3	96	1	84	2
Jeffrey S. Ward & Associates	97	1	98	1	93	2	86	1
Metric Engineering Inc	70	6	83	5	85	6	52	6
Adjusters International	86	3	78	6	86	5	58	5

<u>Reviewer #1</u>
1. Jeff Ward & Associates
2. H2O Partners
3. Adjusters International
<u>Reviewer #2</u>
1. Jeff Ward & Associates
2. H2O Partners
3. Witt Associates
<u>Reviewer #3</u>
1. Witt Associates
2. Jeff Ward & Associates
3. Metro Planning
<u>Reviewer #4</u>
1. Jeff Ward & Associates
2. Witt Associates
3. H2O Partners

TOP	RANKED	FIRMS				
1. Jeff Ward & Associates	#1 (3)	#2 (1)				
2. Witt Associates	#1 (1)	#2 (1)	#3 (1)	#4 (1)		
3. H2O Partners	#2 (2)	#3 (1)	#4 (1)			

## *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 donate surplus Nextel phones to the Hays-Caldwell Women's Center.**

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

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ingalsbe**

**SUMMARY: A vendor will give us \$1.00 for the units; however, we want to make a donation to the Women's Center for the 911 capability.**

**There are approximately six phones we are asking to court to consider giving the Women's Center.**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the Information Technology Department to begin live broadcasts of Commissioners Court agendas and Open Meetings.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** MCGILL

**SPONSORED BY:** SUMTER

**SUMMARY:** I.T. begins a limited live broadcast of the Commissioners Court session on November 9, 2010. After confirming that the broadcasts are accurate and trouble free, I.T. will be ready to roll live broadcasts out to the public.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action regarding engineering work related to road design for CR118 and Turnersville Road to fulfill obligations to U.S. Foods for economic development.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** \$409,376.20

**LINE ITEM NUMBER OF FUNDS REQUIRED:** TBD

**REQUESTED BY:** Pct 2 Commissioner Jeff Barton

**SPONSORED BY:** Pct 2 Commissioner Jeff Barton

**SUMMARY:** The County previously approved an agreement with the City of Buda and U.S. Foods for jobs and economic development as part of the agreement, the County committed to improve these two public streets with money from the Capital Texas Fund.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item Discussion and possible action regarding engineering work related to road design for CR118 and Turnersville Road to fulfill obligations to U.S. Foods for economic development.**

**PREFERRED MEETING DATE REQUESTED: November 9, 2010**

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT: \$409,376.20**

**LINE ITEM NUMBER:TBD**

**COUNTY PURCHASING GUIDELINES FOLLOWED: Yes**

**PAYMENT TERMS ACCEPTABLE: Yes**

**COMMENTS: The costs of the US Foods road project will need to be budgeted as a reimbursement of a future debt issue or be reimbursed in the future from savings from current road projects such as**

**Dacy Lane.**

**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: \_\_\_\_\_**

## 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 K Friese & Associates, Inc (the “Engineer”).

**Part 1.** The **Engineer** shall provide design including engineering, geotechnical and surveying services necessary to prepare final plans, specifications, and estimates for CR 118 from Loop 4 north to Turnersville Road and Turnersville Road from IH 35 east to the Hays/Travis County line. The responsibilities of the Engineer and project work schedule are further detailed in Attachments B and C, which are attached hereto and made a part of the Work Authorization.

**Part 2.** Without modification, the maximum amount payable for services performed under this Billing Rates Work Authorization is \$409,376.20. The fee schedule used to establish the maximum amount payable is attached hereto as Attachment D1. The **Engineer** may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with services actually rendered, within the total amount. The billing rates and classifications are attached hereto as Attachment D2.

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

**Part 4.** This Work Authorization will become effective on the date of acceptance of the parties hereto and shall terminate on December 31, 2011, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties’ responsibilities and obligations provided under the contract.

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

ENGINEER:  
K Friese & Associates, Inc.

COUNTY:  
Hays County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

- Attachment A – Services to be provided by the County.
- Attachment B – Services to be provided by the Engineer.
- Attachment C – Work Schedule.
- Attachment D1 – Fee Schedule.
- Attachment D2 – Rates and Classifications.

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY**

In addition to the services listed in the Agreement, the County will provide the following services:

1. Provide a Project Manager to coordinate all aspects of the Work Authorization.
2. Coordinate right of entry requests to affected land owners.
3. Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
4. Perform timely review and processing of monthly invoice submissions.

## **ATTACHMENT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

### **SCOPE OF SERVICES**

#### **Project Description**

The scope of services to be provided by the Engineer under this Work Authorization shall consist of engineering, geotechnical, and surveying services necessary to prepare final plans, specifications, and estimates for CR 118 from Loop 4 north to Turnersville Road and Turnersville Road from IH 35 east to the Hays/Travis County line.

In conjunction with the US Foods facility being proposed at the southeast corner of Turnersville Road and CR 118, the County has proposed to upgrade segments of these roadways to current County standards.

Turnersville Road from IH-35 to the Hays/Travis County line will be reconstructed with a typical collector section that shall consist of 54 feet of pavement (50 feet of striped roadway with 2 foot shoulders). The new roadway will be striped as a four lane road. The new pavement section will be constructed to the Hays/Travis County Line while the new lane striping will transition to the existing section the Hays/Travis County line. The existing roadway is two 12 foot-lanes with no shoulders.

CR 118 from Loop 4 to Turnersville Road will be reconstructed with a typical curb and gutter collector section with 48 feet of pavement (FOC-FOC). The new roadway will be striped as a four lane road. The existing roadway is a caliche road approximately 20 feet wide with no shoulders. The transition to the existing profile will extend south across the Loop 4/CR 118 intersection.

K Friese & Associates, Inc. (KFA) will act as the program manager for the project, performing oversight and value engineering duties, as well as construction management on behalf of the County. KFA will be the primary point of contact between the project design team and the County and process all permits identified within this scope of services. KFA will manage all sub-consultants and will be the primary contact to coordinate with the County and the City of Buda and/or its consulting engineers.

The KFA Team includes the following sub-consultants: Murfee Engineering Company, Inc. (MEC) will act as the project design engineer providing roadway, hydrology and hydraulics design; Capital Surveying Company, Inc. (CSC) will provide surveying services for the project design; Fugro Consultants, Inc. (Fugro) will provide geotechnical

investigation services for pavement design as well as bridge foundation recommendations; Brown & Gay Engineers, Inc. (B&G) will provide structural design services for the bridge; Rodriguez Transportation Group, Inc. (RTG) will provide construction phase inspection services. The role of KFA and these sub-consultants is more particularly described within this scope of services.

## **I. Final Roadway Design**

MEC will perform the following design tasks. KFA will review deliverables and oversee design coordination.

### **A. Geometric Design**

#### **1. Horizontal & Vertical Alignments**

- (1) Horizontal alignments and vertical profiles will be developed for the alignment using AutoCAD.
- (2) Horizontal alignment will show bearings in the tangent sections and complete curve data. PI, PC and PT coordinates will be shown
- (3) Horizontal geometry will show the centerline, edge of pavement, lane widths, shoulder widths, cross slopes, and direction of traffic flow.
- (4) Vertical alignment will show existing and proposed elevations at 100-foot intervals and vertical curve information (PVI stations, curve length, design speed, "K" values, and tangent grades.)

### **B. Road way Plan and Profile (Scale 1"=100' (11x17)).**

### **C. Original and Design Cross Sections.**

1. Cross-sections for Turnersville Road and CR 118 will be provided every 50 feet.
2. Cross-sections will include the following information at a minimum: slopes, any temporary slopes required due to phasing, roadway cross slope, roadway widths, offset distances, existing/proposed right-of-way, elevations, centerline, etc.

### **D. Typical Sections for each roadway.**

1. Turnersville Road from IH 35 east to the Hays/Travis County line will be reconstructed with a typical collector section with 54 feet of pavement (50 feet of striped roadway with 2 foot shoulders). The new roadway will be striped as a four lane road.



2. CR 118 from Loop 4 to Turnersville Road will be reconstructed with a typical curb and gutter collector section with 48 feet of pavement (FOC-FOC). The new roadway will be striped as a four lane road. The transition to the existing profile will extend south across the Loop 4/CR 118 intersection.

E. Intersection and driveway Details.

F. Roadway Standard Detail Sheets.

G. Traffic Control – the traffic control plan shall include sequence of construction, details of handling traffic during construction, using the current Texas MUTCD and current Barricade and Construction Standards for the Traffic Control Plan. A plan for handling each phase of construction, including traffic control devices and traffic signals, typical sections, detours if required and summaries of quantities.

H. Signing and Pavement Markings - the signing and marking layouts will include all signing and pavement marking layouts required.

I. Illumination design and plan. The lighting plan shall utilize dark sky lighting fixtures as specified by the County.

J. Utility Coordination. Coordination shall include coordination with adjacent utility projects.

K. Cost Estimate (Excel Format) (At 60%, 90%, and Final submittals)

1. Construction Cost Estimate including all removal items and earthwork and paving quantities.
2. Construction time estimate.

L. Miscellaneous details.

## **II. Survey**

Capital Surveying Company, Inc. (CSC) will provide surveying tasks and related services as described below. KFA will review deliverables and oversee design coordination.

1. Right of Entry – CSC will prepare right of entry request letters for the affected property owners.
2. CSC will prepare a topographic survey of the project area.
3. All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.).
4. Horizontal control shall be based on Texas State Plane Coordinate System, South Central Zone, NAD-83.

5. Vertical Control shall be based on NAVD -88. Locate published benchmarks (i.e. LCRA, TXDOT, FEMA, GPS point, etc.); establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the project; tie benchmarks (station/offset) to project baseline. Perform the benchmark circuits in accordance with good surveying practice. Provide location of permanent project benchmarks and traverse points (description, coordinates and elevations).
6. Survey data to be collected and provided include:
  - (1) Elevations of existing Turnersville Road centerline and pavement edges at 50 feet intervals from IH-35 to 100 feet past the Hays/Travis County line. The surveyor shall also collect any driveways or intersecting roadway locations including elevations at all centerlines and point of returns.
  - (2) Elevations of existing CR 118 centerline and roadway edges at 50 feet intervals from Turnersville Road to Loop 4 and for an additional 500 feet measured from center of the intersection with Loop 4. The surveyor shall also collect any driveways or intersecting roadway locations including elevations at all centerlines and point of returns.
  - (3) Existing Utility Locations. Provide Quality Levels C (Survey Visible Features), and D (Research) SUE Investigations. Quality Levels B (Geophysical Methods) and A (Vertical Locates) are not currently part of this scope of work but may be added by a supplemental to this work authorization if determined necessary at a later date.
  - (4) Existing ROW limits
  - (5) Existing drainage structures including at a minimum location, size, and flow lines information.
7. All surveying shall be performed in US Survey feet.
8. Utilizing the proposed alignment and proposed right-of-way information from the viable alternatives, calculate the extents of possible parcel acquisitions. Current GIS data (parcel boundaries) will be provided by the County.
9. Deliverables shall consist of electronic AutoCAD files, TIN and DAT files, ASCII point files, code lists, field notes and sketches.

### **III. Geotechnical Services**

Fugro Consultants, Inc. (Fugro) will provide geotechnical investigation and related services for the project as described below. KFA will review deliverables and oversee design coordination.

1. Fugro shall provide a total of approximately 8 borings spaced approximately 500 feet on center in the R.O.W. to a depth of 5-feet or 3-feet into intact limestone. If conditions warrant, additional borings will be recommended. Should project circumstances require additional borings, an amendment to this contract will be necessary.
2. Sampling will be by auger drilling, Shelby tubes or split spoon, whichever is applicable.
3. Fugro shall coordinate recommendations for the subsurface investigation for the bridge with the Structural Engineer (B&G). An additional two borings at a depth approximately 50 feet are proposed for the bridge.
4. Flaggers will be provided during the drilling process, as needed.
5. The completed boreholes will be filled with any leftover cuttings and then topped with cold mix asphalt patch.
6. Laboratory Analysis: Laboratory testing will be performed as needed to develop pavement layer thicknesses and classify the subsurface conditions encountered.
7. Geotechnical parameters will be developed through laboratory analysis and subsurface exploration for use in development of roadway thickness recommendations including subgrade, base, and pavement. All recommendation shall be presented in the engineering report. Roadway thickness recommendations will be generated in accordance with standard County procedures.
8. Traffic data for use in the geotechnical analysis shall be based on the "Traffic Impact Analysis; Sunfield Municipal Utility District MUDs 1, 3, and 4" prepared for the City of Buda by Kimley-Horn and Associates, Inc. on June 3, 2010.

#### **IV. Hydrology and Hydraulics**

MEC will perform the following design tasks. KFA will review deliverables and oversee design coordination.

- A. MEC shall prepare hydrologic and hydraulic models to determine existing and proposed condition 2-yr, 10-yr, 25-yr, 50-yr and 100-yr runoff and water surface elevations. Hydrologic study shall be developed utilizing HEC-HMS or other appropriate hydrologic modeling software. The hydraulic study shall be developed utilizing HEC-RAS or other appropriate hydraulic modeling software.
- B. The Turnersville Road crossing of the unnamed tributary to Onion Creek and CR 118 is adjacent to the channelized tributary which is fed by a regional detention

pond. The hydraulic design shall include all adjacent channels, cross culverts, and bridges.

- C. Prepare a design report detailing all hydrologic and hydraulic assumptions and computations as part of the 60% and 100% submittal.
- D. SWPPP (Storm Water Pollution Prevention Plan) and Environmental Coordination:
  - 1. Prepare erosion and sedimentation control plans.
  - 2. Prepare SWPPP plan sheet.
  - 3. Prepare SWPPP permit book including all descriptive forms, permits, and notification forms.
- E. The following sheets shall be included in the construction plans:
  - 1. Drainage area map with a hydrologic summary of all drainage basins.
  - 2. Stormsewer, culvert, and channel plan and profile sheets for all drainage conveyance structures and systems. The 25- and 100-yr event hydraulic grade line profiles shall be shown. Sheets shall include hydraulic summaries of all conveyance structures and systems
  - 3. Hydraulic data and scour sheets for the bridge.

#### **V. Bridge Design**

Brown & Gay Engineers, Inc. (B&G) will provide bridge design and related structural design services as described below. KFA will review deliverables and oversee design coordination.

- A. B&G shall investigate various structure types for spanning the unnamed tributary based on geometric, hydraulic, environmental and geotechnical parameters.
- B. B&G shall develop recommendations for the geotechnical investigation of the area which will be used for the evaluation of the impact of subsurface conditions on the bridge layout alternatives and eventually for the bridge foundation design.
- C. B&G shall prepare final bridge layout and bridge details in conformance with TxDOT's Bridge Project Development Manual, Geotechnical Manual, Bridge Design Manual, and Detailing Manual, and the AASHTO LRFD Bridge Design Specifications. The works shall include preparation of the following at 60%, 90%, and final submittals:
  - 1. Bridge Layouts;
  - 2. Related abutment, interior bents, and slab details;
  - 3. Bridge Standards;

4. Related Special Specifications or Special Provisions;
5. Related Construction Cost Estimates;
6. Related Construction Time Estimates.

## **VI. Project Management and Coordination**

KFA will serve as program manager and coordinate all design and permitting work.

- A. Attend four (4) project coordination meetings. Prepare and submit a meeting agenda three days prior to each meeting, and submit draft meeting notes for the County's review and approval three days following each meeting. The meetings shall include the following:
  1. Project kick-off meeting and key stakeholder meeting;
  2. 60% Progress review meeting with the County.
  3. 90% Progress review meeting with the County.
  4. 100% Progress review meeting with the County.
- B. Provide Project Administration and Controls.
  1. Prepare and submit a monthly invoice package, which shall include the Engineer's invoice, a progress status report, and updated project schedule reflecting progress accomplished during the past month.
  2. Sub-consultants coordination, prepare sub-consultants agreements and task orders, review invoices.
- C. Perform internal Quality Control Reviews to provide quality and accuracy of design for each task. Red-line copies of internal Quality Control Reviews will be saved in PDF format and made available to County if requested.

## **VII. Permitting**

KFA will reproduce the deliverables, prepare permit applications, and process the permits.

- A. City of Buda – The KFA Team will provide the engineering data and required permit submittal information and drawings to the City of Buda for review and permitting.
- B. Hays County – The KFA Team will provide the engineering data and required permit submittal information and drawings to the County for review and permitting.
- C. TxDOT Permit – The KFA Team will provide the engineering data and required permit submittal information and drawings to TxDOT for review and permitting of a driveway for the construction of Turnersville Road.

- D. Storm Water Pollution Prevention Plan (SWPPP) – The KFA Team will prepare a SWPPP and provide two copies to the County.

**VIII. Deliverables**

- A. 60%, and 90% Plans (3 hard copies and a PDF on a CD or DVD)
1. Construction Plans;
  2. Hydrology and hydraulics design report;
  3. Engineer's opinion of probable construction cost;
  4. Contract documents and specifications (90 % only).
- B. Final sealed plans (6 hard copies and a PDF on a CD or DVD)
1. Construction Plans;
  2. Hydrology and hydraulics design report;
  3. Construction time estimate;
  4. Engineer's opinion of probable construction cost;
  5. Contract documents and specifications;
  6. CD containing PDF of all final sealed submittal documents and electronic copies of all design files in AutoCAD format. Electronic CAD design files will not have Engineer's seal.
- C. General submittal procedure shall be as follows:
1. KFA will paper and electronic (PDF) copy of deliverables to the County.
  2. The County will return comments to the Engineer by providing red-lines of plans. Alternately, written comments may be provided by Word or PDF document sent via e-mail.
  3. KFA will address comments and resubmit to the County at the next deliverable milestone.
- D. All text documents shall be developed utilizing Microsoft Office Word 2003 or later.
- E. All spreadsheets documents shall be developed utilizing Microsoft Office Excel 2003 or later.

**IX. Construction Phase Services**

- A. Contract documents and specifications;
1. KFA will prepare front end contract documents.
  2. MEC will prepare project specifications

- B. Attend pre-bid conference. KFA will attend the pre-bid conference document any questions and any responses provided at the meeting, and issue a follow-up addendum if necessary.
- C. Interpret plans and specifications and draft addenda, as necessary, for issuance by the County. One (1) addenda have been assumed for budgeting purposes.
- D. Attend bid-opening and perform review of Bid Tabulations and Contractor's qualifications. KFA will attend the public bid opening. After receipt of bids, KFA will tabulate the bids in unit price format.
- E. Attend pre-construction conference. The KFA Team will attend a pre-construction conference with the County, Contractor, and other parties as appropriate, and prepare the meeting minutes.
- F. Site Visits. The KFA Team will perform site visits to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes we have assumed 10 trips.
- G. Submittal Reviews. KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.
- H. Materials Testing. The KFA Team will coordinate with testing personnel for the testing of compaction, asphalt, concrete or other material testing. Material testing, construction staking, or other services other than inspection and management are not included as part of this scope of work. The KFA Team will review all materials test reports.
- I. Pay Estimate Review. The KFA Team will review the Contractor's pay estimates and make recommendations for payment.
- J. Preparation of Change Orders. The KFA Team will review all Contractors' requests for Change Orders and prepare Change Orders as appropriate. For budgeting purposes we have assumed 4 change orders.
- K. The KFA Team will provide answers to requests for information (RFI's) from the Contractor related to possible conflicts and clarifications needed between plans and specifications. A total of 8 RFI's have been assumed.
- L. Provide Inspection and Construction Management Services. KFA will provide oversight and management of inspection staff. KFA in coordination with RTG will provide inspection services for the project. KFA will provide construction management and basic daily inspection services assuming 15 hours a week for an anticipated 32 week construction duration. RTG will provide inspection services assuming 10 hours a week for an anticipated 32 week construction duration. Should project circumstances require additional site time, an amendment to this

contract will be necessary. The provided construction representative(s) will attend pre-construction meetings, progress meetings, review Contractor's construction schedule, coordinate project details, coordinate with the Contractor, inspect the Contractor's work, prepare progress reports, review payments and change orders, prepare monthly estimates, prepare punch lists and perform a final inspection.

- M. Structural Inspection. KFA will coordinate B&G's periodic site visits during construction to review the completed work for quality, progress and conformance to the construction documents. RTG will provide full inspection services.
- N. Contract Close-out. KFA will attend a final project walk-thru, document "punch list items", and issue an Engineer's Concurrence for Project Acceptance letter.
- O. Record Drawings. The KFA Team will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the County with one set of reproducible record drawings and provide one set of record drawings in electronic format.

#### **X. Items Specifically Excluded**

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Application and permit fees.
- Utility design services for relocation of utilities affected by roadway and drainage components.
- Work extending beyond the specified limits of the project at the time of this proposal;
- Litigation support.



## ATTACHMENT C

### WORK SCHEDULE

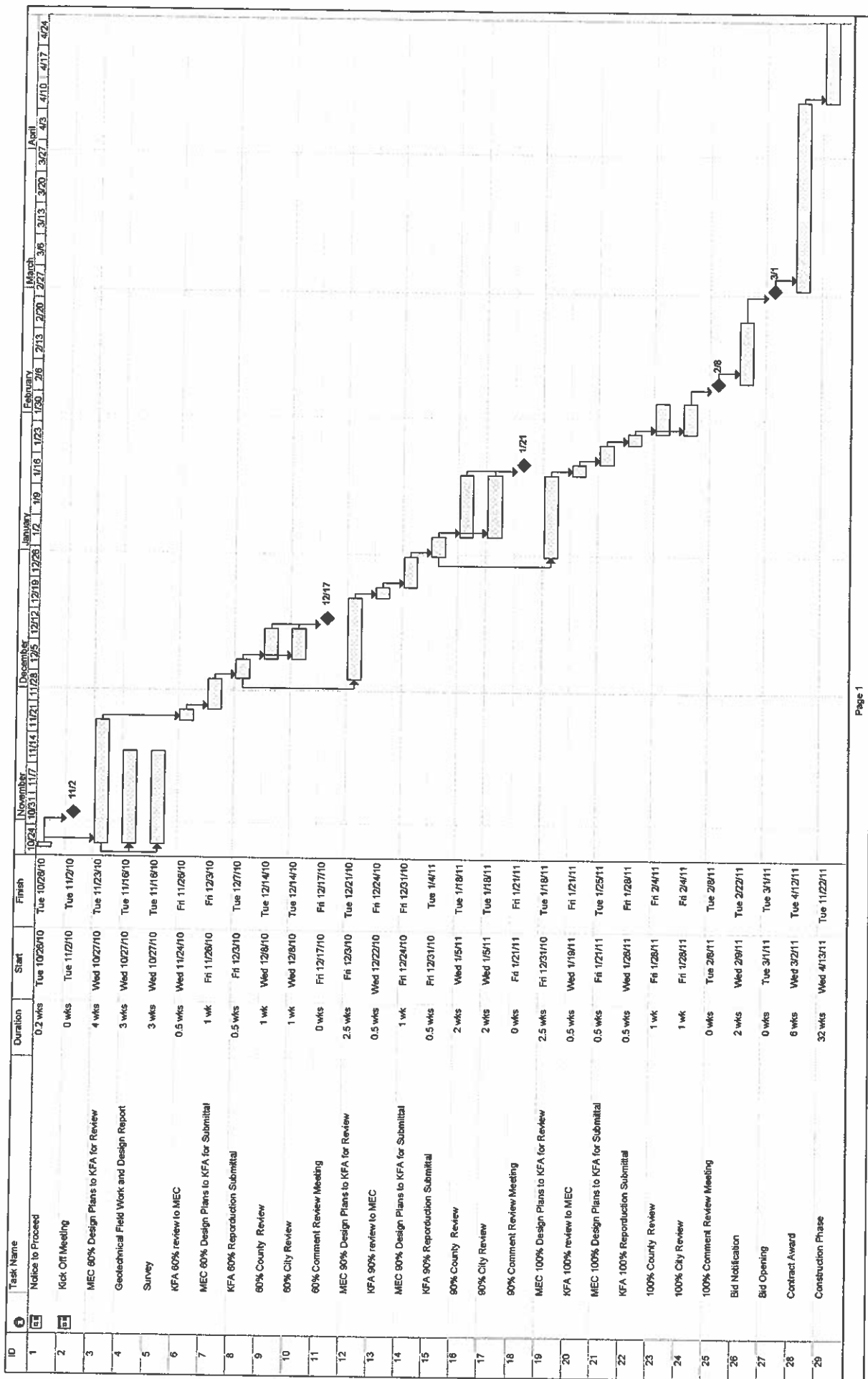
The work to be performed by the Engineer under this work authorization shall be completed by December 31, 2011, unless amended by a Supplemental Work Authorization.

The Engineer will make efforts to adhere to the following milestone dates on the project:

1. Notice to Proceed – October 26, 2010
2. Initial Kick-off Meeting – November 2, 2010
3. 60% submittal to County – December 7, 2010
4. 90% submittal to County – January 4, 2011
5. 100% submittal to County – January 28, 2011
6. Pre-Construction Phase – February 9, 2011
7. Bid Opening – March 1, 2011
8. Construction Phase – April 13, 2011

**A detailed schedule is attached. The schedule is subject to change and shall be revised based on notice to proceed.**

Note: This work schedule shown above is based upon timely review and approval of submittals by the County. If at any time it appears that a delay in a submittal review or approval will cause a delay on any subsequent milestones, the Engineer will advise the County and provide a revised schedule. Since the timeliness of reviews and approvals of outside agencies are beyond the control of the Engineer, the Engineer shall not be held responsible for delays to individual or subsequent milestones that result from extended technical reviews or comment periods.



## **ATTACHMENT D1**

### **FEE SCHEDULE**

SEE ATTACHED EXCEL SPREADSHEET

**Hays County  
US Foods  
Exhibit D1**

TASK	Hourly Rate:	K Friese & Associates, Inc. Cost	Murfee Engineering Company, Inc. Cost	Fugro Cost	Capital Surveying Cost	Rodriguez Transportation Group, Inc. Cost	Brown & Gay Engineers, Inc. Cost
<b>I. Construction Plans</b>							
60% PS&E		\$ 2,888.00	\$ 27,800.00	\$ -	\$ -	\$ -	\$ -
90% PS&E		\$ 2,888.00	\$ 17,620.00	\$ -	\$ -	\$ -	\$ -
100% FINAL PS&E		\$ 2,796.00	\$ 6,260.00	\$ -	\$ -	\$ -	\$ -
<b>II. Survey</b>							
A. Survey Coordination		\$ 715.00	\$ 370.00	\$ -	\$ -	\$ -	\$ -
B. Topographical Survey & ROW Survey		\$ 715.00	\$ -	\$ -	\$ 22,525.00	\$ -	\$ -
<b>III. Geotechnical Services</b>							
A. Coordination		\$ 690.00	\$ 370.00	\$ -	\$ -	\$ -	\$ -
B. Fieldwork, Design & Report		\$ -	\$ -	\$ 10,760.00	\$ -	\$ -	\$ -
C. Incorporate into Design & Specs		\$ 612.00	\$ 1,405.00	\$ -	\$ -	\$ -	\$ -
<b>IV. Hydrology &amp; Hydraulics</b>							
A. Hydrologic Analysis -		\$ 168.00	\$ 2,930.00	\$ -	\$ -	\$ -	\$ -
B. Hydraulic Analysis -		\$ 868.00	\$ 2,930.00	\$ -	\$ -	\$ -	\$ -
C. Report 60%		\$ 868.00	\$ 2,370.00	\$ -	\$ -	\$ -	\$ -
D. Report 100%		\$ 434.00	\$ 1,730.00	\$ -	\$ -	\$ -	\$ -
E. 60 % Stormsewer & Culvert P&Ps		\$ -	\$ 20,860.00	\$ -	\$ -	\$ -	\$ -
F. 90% P&Ps		\$ -	\$ 9,740.00	\$ -	\$ -	\$ -	\$ -
G. 100% P&Ps		\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -
<b>V. Bridge Design</b>							
A. Investigate various structure types		\$ 168.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 4,352.00
B. Bridge Layout		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,148.00
C. Quantity Summary/Bearing Seat Elevations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,542.00
D. Abutment and Wingwall Details		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,460.00
E. Bent Details		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,496.00
F. Slab Plan		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,994.00
G. Slab section/sidewalk details		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,994.00
H. Beam Designs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,400.00
I. Incorporation of TxDOT Standards		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,828.00
<b>VI. Project Management &amp; Coordination</b>							
A. Project Coordination Meetings (4)		\$ 2,574.80	\$ 1,480.00	\$ -	\$ -	\$ -	\$ 6,144.00
B. Invoice/Progress Reports		\$ 5,459.20	\$ 1,480.00	\$ -	\$ -	\$ -	\$ -
B. Project Administration & Controls (15 months)		\$ 5,459.20	\$ 1,480.00	\$ -	\$ -	\$ -	\$ -
C. Internal Quality Control (4 QA/QC reviews)		\$ -	\$ 2,560.00	\$ -	\$ -	\$ -	\$ -
<b>VII. Permitting</b>							
A. City of Buda (Site Plan)		\$ 3,016.00	\$ 1,180.00	\$ -	\$ -	\$ -	\$ -
B. Hays County (Development Permit)		\$ 2,348.00	\$ 1,180.00	\$ -	\$ -	\$ -	\$ -
C. TxDOT (Driveway)		\$ 1,380.00	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -
D. TCEQ (SWPPP)		\$ 690.00	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -
<b>VIII. Construction Phase Services</b>							
A. Contract Documents- Front Ends		\$ 2,936.80	\$ -	\$ -	\$ -	\$ -	\$ -
A. Contract Documents - Specifications		\$ 2,936.80	\$ 9,860.00	\$ -	\$ -	\$ -	\$ -
B. Pre-Bid Conference		\$ 1,477.60	\$ 555.00	\$ -	\$ -	\$ -	\$ -
C. Addenda Preparation (1)		\$ 2,234.80	\$ 2,190.00	\$ -	\$ -	\$ -	\$ -
D. Bid Opening & Bid Review		\$ 1,736.00	\$ 740.00	\$ -	\$ -	\$ -	\$ -
E. Pre-Construction Conference		\$ 1,964.00	\$ 955.00	\$ -	\$ -	\$ -	\$ -
F. Site Observation Visits (10 - one per month)		\$ 6,544.00	\$ 3,700.00	\$ -	\$ -	\$ -	\$ 2,880.00
G. Submittal Review (10)		\$ 1,992.00	\$ 3,700.00	\$ -	\$ -	\$ -	\$ -
H. Materials Testing		\$ 1,992.00	\$ -	\$ -	\$ -	\$ -	\$ -
I. Pay Estimate Review (10)		\$ 1,992.00	\$ -	\$ -	\$ -	\$ -	\$ -
J. Change Orders (4)		\$ 3,192.00	\$ 5,086.00	\$ -	\$ -	\$ -	\$ -
K. RFI's (8)		\$ 1,736.00	\$ 2,560.00	\$ -	\$ -	\$ -	\$ 2,744.00
L. Construction Inspection		\$ 38,400.00	\$ -	\$ -	\$ -	\$ 47,832.00	\$ -
M. Structural Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,694.00
N. Contract Closeout		\$ 3,898.00	\$ 1,140.00	\$ -	\$ -	\$ -	\$ -
O. Record Drawings		\$ 1,864.00	\$ 5,810.00	\$ -	\$ -	\$ -	\$ -
<b>LABOR COST:</b>		<b>\$ 110,933.20</b>	<b>\$ 151,085.00</b>	<b>\$ 10,760.00</b>	<b>\$ 22,525.00</b>	<b>\$ 47,832.00</b>	<b>\$ 56,676.00</b>
<b>TOTAL DIRECT COST:</b>		<b>\$ 4,155.00</b>	<b>\$ 120.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,505.00</b>	<b>\$ 785.00</b>
<b>TOTAL COST:</b>		<b>\$ 115,088.20</b>	<b>\$ 151,205.00</b>	<b>\$ 10,760.00</b>	<b>\$ 22,525.00</b>	<b>\$ 52,337.00</b>	<b>\$ 57,461.00</b>
<b>TOTAL PROJECT COST:</b>				<b>\$409,376.20</b>			

[illegible]

Hays County  
US Foods  
Exhibit D1[illegible]

DIRECT EXPENSE:					
Traavel					
Mileage	40 miles/trip.	6	240 miles	\$0.500	per mile
Per diem			days	\$25.00 per day	per day
Lodging			nights	\$100.00 per night	per night
Copies:					
Reproduction			0 reports	\$45.00 per report	per report
Media (mylar)			0 sheets	\$1.90 per sheet	per sheet
Misc Expenses:					
Express delivery			each	\$20.00 per each	per each
Research materials					
<b>TOTAL DIRECT COST:</b>					<b>\$ 310</b>

## **ATTACHMENT D2**

### **RATES & CLASSIFICATIONS**

#### **K Friese & Associates, Inc.**

<b>K Friese &amp; Associates, Inc.</b>	
<b>Classifications</b>	<b>Billing Rate/Hour</b>
Principal	\$185.00
Project Manager	\$178.00
Senior Engineer	\$178.00
Project Engineer	\$128.00
EIT	\$80.00
Sr. Engineering Tech	\$91.00
Engineering Tech	\$83.00
CADD Technician	\$51.50
Admin / Clerical	\$63.40

#### **Murfee Engineering Company**

<b>Murfee</b>	
<b>Classifications</b>	<b>Billing Rate/Hour</b>
Principal	\$225.00
Managing Engineer	\$185.00
Senior Project Engineer	\$160.00
Project Engineer	\$135.00
Senior CADD Designer	\$135.00
Engineer Associate II	\$100.00
Engineer Associate I	\$95.00
Construction Observation	\$100.00
Draftsperson	\$90.00
Administrative Assistant	\$55.00
Runner/Delivery	\$25.00
CADD Equipment	\$25.00
Expert Witness	3 times standard billing rate

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute Change Order #1 to the construction contract with Central Texas Water Maintenance for the Cedar Oak Mesa Water Storage Tank project.

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

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

**AMOUNT REQUIRED:** \$12,532.90

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 146-753-99-050.5611

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

**SUMMARY:**

On July 27, 2010 the Commissioners Court approved a contract with Central Texas Water Maintenance for the installation of a water storage tank and associated appurtenances within the Cedar Oak Mesa Water Supply Corporation service area near Wimberley. The amount of the contract was for \$163,210.90.

Change Order #1 is necessitated for modifications to the fenced enclosure surrounding the well and current water supply facilities, piping modifications, and additional electrical work to reconnect existing water supply infrastructure upon installation of the new water tank. This project is funded by a grant from the Texas Department of Rural Affairs, Texas CDBG program. No County funds are required for the project, as the County is only serving to administer the project.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute Change Order #1 to the construction contract with Central Texas Water Maintenance for the Cedar Oak Mesa Water Storage Tank project.

**PREFERRED MEETING DATE REQUESTED:** November 9, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$12,532.90

**LINE ITEM NUMBER:**146-753-99-050.5611

**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:** \_\_\_\_\_

☐ A1103

## Office of Rural Community Affairs Construction Contract Change Order Approval Request

<b>Owner (Contractor Locality):</b> Jeff Hauff, Grant Administrator, Hays County 111 E. San Antonio St., Ste. 303 San Marcos, Texas 78666 Phone #: 512-393-2211	<b>Contract For (project description):</b> Hays County Cedar Oaks Mesa W.S.C. 50,000 Gallon Ground Storage Tank	<b>Date</b> 10/8/10 Project No. 35018
<b>Contractor:</b> Central Texas Water Maintenance P.O. Box 636 Buda, Texas 78610  <b>Agreement Date:</b> 7/27/10 <b>Phone #:</b> (512) 243-2281	<b>Engineer:</b> Hejl, Lee & Associates, Inc. 321 Ed Schmidt Blvd., Suite 100 Hutto, TX 78634  <b>Phone #:</b> 512-642-3292 <b>Engineer's Project No.</b> 35018	<b>TxCDBG Contract No.</b> R729240  <b>Change Order No.</b> 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
	(See Attached Spreadsheet)	\$ 0	\$12,532.90

Change in Contract Price		Change in Contract Time	
Original Contract Price:	\$ 163,210.90	Original Contract Time:	150 days
Previous Change Order(s) No. _____ To No. _____	\$ 0	Net Change From Previous Change Orders	0 days
Contract Price Prior to this Change Order	\$ 163,210.90	Contract Time Prior to this Change Order	150 days
Net Increase/Decrease of this Change Order	\$ 12,532.90	Net Increase/Decrease of this Change Order	0 days
Contract Price With all Approved Change Orders	\$ 175,743.80	Contract Time With all Approved Change Orders	150 days
Cumulative % Change in Contract Price: 7.68%			

TxCDBG reimbursement of costs approved by this change order is subject to approval by the Office.

**RECOMMENDED:**

By: [Signature]  
 ENGINEER (Authorized Signature)  
 Hejl, Lee & Associates, Inc.  
 Date: 10/13/10

**APPROVED:**

By: \_\_\_\_\_  
 OWNER (Authorized Signature)  
 Hays County  
 Date: \_\_\_\_\_

**ACCEPTED:**

By: [Signature]  
 CONTRACTOR (Authorized Signature)  
 Central Texas Water Maintenance  
 Date: 10/18/10

## JUSTIFICATION FOR CHANGE

Grant Recipient: **Hays County**

TxCDBG Contract No.: **R729240**

Change Order No.1

1. Will this Change Order increase or decrease the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total \_\_\_\_\_ L/M \_\_\_\_\_

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☒ Decrease

☐ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?

☐ Yes

☒ No

If "No", explain:

**The new items include fence and mechanical piping modifications, electrical for existing booster pump and well No.1 & No.2, and rewiring existing ground storage tank and pump house electrical.**

5. Will this change be completed within the contract period?

☒ Yes

☐ No

If "No", expected completion date: \_\_\_\_\_  
(completion date)

6. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

☐ Yes

☐ No

7. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid?

☒ Yes

☐ No

8. Is the TCEQ permit approval still valid? (sewer projects only) **N/A**

☐ Yes

☐ No

9. Are the handicapped access requirements/approval still valid (if applicable)? **N/A**

☐ Yes

☐ No

10. Are other TxCDBG contractual special condition clearance still valid?

☒ Yes

☐ No

(If no, specify):

**Notice:** \* Generally, a cumulative change in the contract price in excess of 25% cannot be approved.

\* Generally, items not included or identifying unit costs in the original bid documents cannot be approved as change order items.

**See TxCDBG Project Implementation Manual Section 5.2.4.**

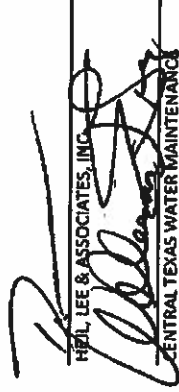
**HAYS COUNTY  
CEDAR OAKS MESA W.S.C.  
50,000 GROUND STORAGE TANK  
CHANGE ORDER # 1**

TCDP CONTRACT NO. R729240; HLA PROJECT NO. 35018  
CONTRACTOR: CENTRAL TEXAS WATER MAINTENANCE

UPDATED: 10/7/10

NO.	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT		CHANGE ORDER #1		REVISED CONTRACT	
				QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	50,000 GALLON WELDED STEEL GROUND STORAGE TANK, INCLUDING COATINGS, FITTINGS, ELECTRICAL, LIGHTING, INSTRUMENTATION, CONTROLS, AND FOUNDATIONS	EA.	\$ 87,834.00	1	\$ 87,834.00	-	\$ -	1	\$ 87,834.00
2	YARD PIPING, VALVES AND FITTINGS	L.S.	28,522.00	1	28,522.00	-	-	1	28,522.00
3	OVERFLOW CONCRETE SPLASH PAD	EA.	1,183.00	1	1,183.00	-	-	1	1,183.00
4	PIPE SUPPORT CONCRETE PAD	EA.	1,580.00	1	1,580.00	-	-	1	1,580.00
5	CONNECT TO EXISTING WATER STORAGE TANK/WATER LINES, INCLUDING FITTINGS	EA.	2,234.00	5	11,170.00	-	-	5	11,170.00
6	LOCATE AND ABANDON EXISTING WATER LINES	L.S.	1,114.00	1	1,114.00	-	-	1	1,114.00
7	36"x48" ALUMINUM ACCESS HATCH	EA.	2,638.00	1	2,638.00	-	-	1	2,638.00
8	TANK ENGINEERING INSPECTION SERVICES	L.S.	7,000.00	1	7,000.00	-	-	1	7,000.00
9	SITE GRADING WITH SELECT FILL	L.S.	3,580.00	1	3,580.00	-	-	1	3,580.00
10	EXCAVATION SAFETY SYSTEM	L.F.	6.06	100	606.00	-	-	100	606.00
11	RELOCATE (OR REMOVE AND INSTALL NEW) 6 FEET CHAINLINK FENCE, CONNECT TO EXISTING FENCE	L.F.	23.53	30	705.90	-	-	30	705.90
12	TRAFFIC CONTROLS AND BARRICADES	L.S.	471.00	1	471.00	-	-	1	471.00
13	GRAVEL PAVEMENT REPAIR	L.S.	624.00	1	624.00	-	-	1	624.00
14	RELOCATE EXISTING ABOVE GROUND AND UNDERGROUND ELECTRICAL WIRES AND CONDUITS AS PER SPECIAL PROVISION ITEM 21	L.S.	14,523.00	1	14,523.00	-	-	1	14,523.00
15	PERMANENT/TEMPORARY EROSION CONTROL INCLUDING SILT FENCE AND ROCK BERM	L.S.	292.00	1	292.00	-	-	1	292.00
16	CLEANUP AND RESTORATION INCLUDING REVEGETATION	L.S.	1,368.00	1	1,368.00	-	-	1	1,368.00
17	FENCE MODIFICATION	L.S.	5,624.31	-	-	1	5,624.31	1	5,624.31
18	MECHANICAL PIPING MODIFICATIONS	L.S.	1,402.37	-	-	1	1,402.37	1	1,402.37
19	BOOSTER PUMPS AND WELL NO.1 & NO.2 ELECTRICAL	L.S.	3,826.17	-	-	1	3,826.17	1	3,826.17
20	REWIRING EXISTING GROUND STORAGE TANK AND PUMP HOUSE ELECTRICAL	L.S.	1,680.05	-	-	1	1,680.05	1	1,680.05
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>163,210.90</b>	<b>\$</b>	<b>12,532.90</b>	<b>\$</b>	<b>175,743.80</b>

Recommended By:

  
HAZEL LEE & ASSOCIATES, INC.  
CENTRAL TEXAS WATER MAINTENANCE

Accepted By:

Approved By:

HAYS COUNTY

35018 CHANGE ORDER # 1.xls

TCC

Date: 10/13/10

Date: 10/13/10

Date:



PO Box 636,  
L 512-243-2281 f. 512-243-2282

# CONTRACT MODIFICATION

Change Order Number 1282-CO1

Date Oct 12, 2010

<b>Contractor</b>	CTWM
<b>Owner</b>	Hays County-Cedar Oaks Mesa
<b>Engineer</b>	Hejl, Lee & Associates
<b>Project Manager</b>	Mark Wood/Billy Gray

Cedar Oaks Mesa - Fence, Piping, Pumps & Miscellaneous Modifications

Line	Qty	Description	Unit Price	Ext. Price
1		Relocate approximately Thirty (30) Linear Feet of existing Chainlink Fence. Provide and Install Fourty (40) Linear Feet of New Chainlink Fence North of Well House #1. Provide and Install Two (2) New Twelve Foot Double Gates.		\$5,624.31
2		Relocate New 8" Underground DI Piping from New GST to South Side of Existing Pump House Building and make Final Connections-(See Attached Sketch). Provide and Install One (1) New 8" Gate Valve for GST Interconnect Isolation.		\$1,402.37
3		Provide and Install Two (2) New 3R, 60 amp, Non-Fused Disconnects for Booster Pumps 1 & 2. Provide and Install Two (2) New Nema 1, 60 amp, Non-Fused Disconnects for Wells 1 & 2.		\$3,826.17
4		Demo Existing Electrical - Old Well House. Add Exterior Light Outside of Control Room. Pull New Wire and Install New Electrodes in Existing GST. Provide and Install Five (5) TC-101 Stainless Steel Shielded Electrodes.		\$1,680.05
			<b>SubTotal</b>	\$12,532.90
			<b>Tax</b>	\$0.00
			<b>Shipping</b>	\$0.00
			<b>Total</b>	<b>\$12,532.90</b>

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$0.00	Original Duration	
Previous Contract Modification	0.00	Previous Contract Modification	
This Contract Modification	\$12,532.90	This Contract Modification	

