

Commissioners Court -May 4, 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 4TH day of **May, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	3-4	Proclamation recognizing the Texas Alcoholic Beverage Commission's Safety Education Day. CONLEY/LEWIS
2	5-6	Adopt a proclamation declaring the month of May as 'Older Americans Month'. SUMTER
3	7	Adopt a Proclamation recognizing Kate Johnson for her leadership and commitment to preserving the history of Hays County. FORD
4	8	Presentation of Awards. SUMTER

PUBLIC COMMENTS

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

CONSENT ITEMS

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

5	9	Approve payments of county invoices. HERZOG
6	10-13	Approve Commissioner Court Minutes of April 27, 2010. SUMTER/FRITSCHKE
7	14-18	Approve renewal contract with American Eagle for security services at Dudley Johnson & Randall Vetter Parks. SUMTER/HERZOG/MAIORKA/PINNIX
8	19-21	Accept Institutional OSSF Permit for a nursery retail office, (The Natural Gardner) located at 3190 West Hwy 290, Dripping Springs, in Precinct 4. FORD/PRATT
9	22-23	Approve Precinct 2 Commissioner's Office transfer of funds to Travel and Office Supplies, and amend the budget accordingly. BARTON

ACTION ITEMS

ROADS

10	24	Call for a public hearing on May 18, 2010 to establish traffic regulations (speed limits) on South Old Stagecoach Road along the area of the soccer fields; also on the dedicated park road. INGALSBE/PINNIX/BORCHERDING
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MISCELLANEOUS

11	25-31	Discussion and possible action to authorize the County Judge to execute an Additional Services Agreement with Land Design Partners, Inc., in the amount of \$25,500.00, for bidding and construction administration services for the Winters Mill/Blue Hole Loop Trail project, and amend the budget accordingly. CONLEY/HAUFF
12	32	Discussion and possible action to approve position title changes in the Personal Health Department. SUMTER/HARGRAVES
13	33	Discussion and possible action to set the FY2011 Budget Calendar. SUMTER
14	34-35	Discussion and possible action to consider awarding bid for the Mowing and Maintenance

		contract to Maintenance Management for the Hays County Parks and the Kyle Log House. INGALSBE/PINNIX
15	36-47	Discussion and possible action to authorize the County Judge to approve an amendment to the Advanced Funding Agreement for FM 2001.. BARTON
16	48-50	Discussion and possible to accept the resignation of ESD #6 Board member Myron Yoshioka and appoint Jennifer Shelley Rodriguez to fill this position effective May 4, 2010, and run through the end of 2010. FORD
17	51-55	Discussion and possible action to approve the Project Management Plan with the U.S. Army Corps of Engineers associated with drainage basin/flood protection planning studies of the Colorado Watershed in northern Hays County; and to authorize the County Judge to sign the Interlocal Cooperation Agreement between LCRA and Hays County for the Interim Feasibility Study. FORD
18	56-61	Discussion and possible action to approve a list of Hays County transportation projects to be put forth for consideration in the CAMPO 2035 Plan. FORD

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.

19	62	Executive Session pursuant to 551.072 of the Texas Government Code, to deliberate the purchase, exchange, or lease of real property with potential for prime endangered species habitat. Possible action may follow. FORD
20	63	Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding damage and/or potential damage to the GED Building at the Juvenile Detention Center. Possible action may follow in open Court. SUMTER

STANDING AGENDA ITEM

21	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
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ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 30TH day of April, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Proclamation recognizing the Texas Alcoholic Beverage Commission's Safety Education Day.

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

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: TABC Agent Gregory Lewis

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Proclamation Attached



**A Proclamation of the Hays County Commissioners' Court
Supporting the Texas Alcoholic Beverage Commission's
Safety Education Day**

Whereas, the Texas Alcoholic Beverage Commission was originally founded on November 16, 1935 as the Texas Liquor Control Board and charged with the administration of the Texas Liquor Control Act (Now known as the Texas Alcoholic Beverage Code); and

Whereas, the mission of Texas Alcoholic Beverage Commission is to promote public safety and serve the people of Texas through consistent, fair and timely administration of the Alcoholic Beverage Code while fostering education, voluntary compliance and legal, responsible alcohol consumption; and

Whereas, the four cornerstones of the Texas Alcoholic Beverage Commission: service, courtesy, integrity, and accountability, provide the foundation for the agency and exemplify who the employees are and what they do; and

Whereas, the Texas Alcoholic Beverage Commission envisions a safe responsible Texas served by an Alcoholic Beverage Commission committed to innovative partnerships with our communities and the alcoholic beverage industry.

Whereas, in celebration of its 75th anniversary, the Texas Alcoholic Beverage Commission is sponsoring a Safety Education Day for the 5th grade students of the San Marcos Consolidated Independent School District; and

Whereas, the event will be held with the support of the Texas Department of Public Safety, Texas Parks and Wildlife Department, Hays County Sheriff's Office, San Marcos Police Department, San Marcos Fire Department, San Marcos Hays County EMS, San Marcos City Marshall's Office, Precinct 1 Hays County Constable's Office, Air Evac Lifeteam, Pedernales Electric Cooperative, the County of Hays, the City of San Marcos, and the San Marcos Consolidated Independent School District.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS: Our support of the Texas Alcoholic Beverage Commission's Safety Education Day on Friday, May 21st, 2010 at the City of San Marcos Police Department.

ADOPTED THIS THE 4th DAY OF MAY, 2010

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

ATTEST:

Linda C. Fritsche
Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Adopt a proclamation declaring the month of May as 'Older Americans Month'.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:



**A RESOLUTION
AUTHORIZING RECOGNITION OF OLDER AMERICANS MONTH
(MAY 2010)**

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) is home to more than 214,603 citizens aged 60 years or older; and,

WHEREAS, the older Americans of the Capital Area Council of Governments region are a vital part of our nation's demographic makeup; and,

WHEREAS, older citizens are members of our community entitled to dignified, independent lives free from fears, myths, and misconceptions about aging; and,

WHEREAS, each community in America must strive to recognize the contributions of our older citizens, understand and address their evolving needs, and support their caregivers; and,

WHEREAS, our society is dependent upon intergenerational cooperation and support, and benefits from our collective efforts to serve older Americans and the people who love them;

THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court declares the month of May 2010 to be Older Americans Month in Hays County in honor of its older citizens.

ADOPTED THIS THE 4th DAY OF MAY, 2010

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

ATTEST:

Linda C. Fritsche
Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Adopt a Proclamation recognizing Kate Johnson for her leadership and commitment to preserving the history of Hays County.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

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: Presentation of Awards

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: 2 Awards will be presented.

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: 5/4/10

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: APPROVE COMMISSIONER COURT MINUTES OF APRIL 27, 2010

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

PREFERRED MEETING DATE REQUESTED: MAY 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH DAY OF APRIL A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
WILL CONLEY
KAREN FORD
LINDA C. FRITSCH

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENT

Woodcreek Mayor Eric Eskelund made public comment regarding the Jacob's Well Open Space Project. Jane Hughson (board member of Hays County Food Bank), Jerry Gracy (Executive Director of the Hays County Food Bank), Elisa Laraia (volunteer at the Food Bank), John Celletti (former volunteer at the Food Bank) made public comment regarding the Hays County Food Bank.

27019 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payments of county invoice in the amount of \$895,795.74 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27020 APPROVE COMMISSIONER COURT MINUTES OF APRIL 20, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioner Court Minutes of April 20, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27021 APPROVE SPECIFICATIONS FOR RFQ #2010-P10 CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES FOR HAYS COUNTY GOVERNMENT CENTER AND AUTHORIZE PURCHASING TO SOLICIT FOR RFQ AND ADVERTISE

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve specifications for RFQ #2010-P10 construction materials testing and inspection services for Hays County Government Center and authorize Purchasing to solicit for RFQ and advertise. All voting "Aye". MOTION PASSED

27022 APPROVE AWARD OF BID #2010-B09 EMULSION OILS TO MULTIPLE VENDORS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve award of bid #2010-B09 emulsions oils to multiple vendors. All voting "Aye". MOTION PASSED

27023 APPROVE UTILITY PERMITS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve utility permit #812 on Maybrook Dr issued to Southwest Water, permit #813 on Cascade Trail issued to PEC as submitted by the County Road Department. All voting "Aye". MOTION PASSED

27024 PARTIAL VACATE AND REPLAT OF LOT 1, CEDAR CREST SUBDIVISION [10-3-6, 2 LOTS] APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING [T1-304]

Programs Manager Development Services, Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve preliminary plan and call for a public hearing on May 25, 2010 for a partial vacate and replat of Lot 1 Cedar Crest Subdivision. All voting "Aye". MOTION PASSED

**DISCUSSION REGARDING CLARIFYING SIGNATORY AUTHORITY ON CONTRACTUAL AGREEMENTS BY PUBLIC OFFICIALS AND DEPARTMENT HEADS [T2-1311]**

Special Counsel Mark Kennedy spoke of need to clarify authority of Commissioners, RTP Director, Juvenile Detention Director, etc. to sign contracts on behalf of the county. Court discussed liability if contracts were not reviewed properly or were not standard county agreement templates already approved by the court. Grants Administrator Jeff Hauff spoke of need to be able to enter into contracts for grants with short deadlines. Judge Sumter suggested having a meeting with department heads regarding contracts.

27031 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT, TEXAS RECREATIONAL TRAILS FUND FOR UP TO \$100,000.00 FOR DEVELOPMENT OF THE DAHLSTROM RANCH PUBLIC ACCESS AREA [T2-489]

Grants Administrator Jeff Hauff spoke. The funds will be used to assist in the development of both ADA and non-ADA trails, benches, interpretive signs, and the parking area, as well as assistance with natural resource assessment/design costs for the Dahlstrom Ranch Public Access area. The matching share from Hays County has already been allocated from Park Bond funds dedicated to the project. J. B. Kolodzey made public comment. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to submit a Grant Application to the Texas Parks and Wildlife Department, Texas Recreational Trails Fund for up to \$100,000 for development of the Dahlstrom Ranch Public Access Area with matching funds to come from Park Bond funds already allocated. All voting "Aye". MOTION PASSED

27032 AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE AN RFP #2010-P12 FOR A COUNTY-WIDE WIRELESS COMMUNICATION SYSTEM [T2-271]

A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize Purchasing to solicit for bid and advertise an RFP #2010-P12 for a county-wide wireless communication system. All voting "Aye". MOTION PASSED

27033 ADOPT A RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCE FUNDING FOR IMPROVEMENTS TO FM 1626 IN TRAVIS COUNTY, A ROAD LINKING HAYS AND TRAVIS COUNTIES [T2-1100]

Commissioner Barton spoke of extension of FM 1626 in Travis County. A motion was made by Commissioner Barton, seconded by Commissioner Conley to adopt a Resolution in support of Travis County's Application for Pass-Through Finance Funding for improvements to FM 1626 in Travis County, a road linking Hays and Travis Counties. All voting "Aye". MOTION PASSED

27034 APPROVE THE REMOVAL AND REPLACEMENT OF AWNING COVERS AT THE ANNEX BUILDING [T2-312]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve the removal and replacement of awning covers at the Annex Building in an amount not to exceed \$4200 to be paid out of contingency funds. Commissioner Barton not present to vote. All present voting "Aye". MOTION PASSED

27035 PURCHASE NECESSARY EQUIPMENT FOR THREE PATROL VEHICLES IN THE SHERIFF'S OFFICE [T1-760]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to purchase necessary equipment for three patrol vehicles in the Sheriff's Office. All voting "Aye". MOTION PASSED

27036 AUTHORIZE THE PURCHASE OF A REPLACEMENT FORK LIFT (USED) FOR THE SHERIFF'S OFFICE [T1-766]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the purchase of a replacement fork lift (used) for the Sheriff's Office. All voting "Aye". MOTION PASSED



EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE JACOB'S WELL OPEN SPACE PROJECT

Court convened into closed executive session at 2:20 p.m. and reconvened into open meeting at 4:10 p.m. No action taken.

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING EXISTING AND/OR CONTEMPLATED LITIGATION RELATED TO CLAIMS BY WILLIAM MONTAGUE

Court convened into closed executive session at 5:35 p.m. and reconvened into open meeting at 6:25 p.m. No action taken.

Clerk's Note Agenda Item #30 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS. POSSIBLE ACTION MAY FOLLOW – was pulled.

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on APRIL 27, 2010.



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



Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Approve renewal of contract with American Eagle for security services at Dudley Johnson & Randall Vetter Parks.

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

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Pinnix

SPONSORED BY: Sumter

SUMMARY: The hourly rate has increased by \$1.30 per hour due to adding a bike patrol officer. (see attached contract) It will provide optimum coverage to the facilities by adding the bike patrol.



**SECURITY SERVICES CONTRACT
STATE OF TEXAS
COUNTY OF HAYS
TPSB License #C11642**

This Security Contract entered into and between **American Eagle Protective Services, 3755 Capital of Texas Highway South, Suite 300, Austin, Texas 78704**, herein referred to as **Agency** and **Hays County Transfer Station, Recycling, and Parks, 111 East San Antonio Street, San Marcos, Texas 78666** herein referred to as **Customer**.

For and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, **Agency** and **Customer** agree as follows:

1. **Employment.** **Customer** hereby employs **Agency** to provide security services at the following location(s):

1. Dudley Johnson Park
4444 South Old Stage Coach Road
San Marcos, Texas 78666
2. Randall Vetter Park
3970 South Old Stage Coach Road
San Marcos, Texas 78666

2. **Scope of Work.** In consideration of the employment and compensation described herein, **Agency** shall perform services by providing armed and unarmed security officer(s) for a minimum of **4 hours** per week the location listed above in **Section 1**. Specifically the hours that will be provided by the **Agency** security are listed below:

Park Hours:

Winter 0900-1800 hours

Summer 0900-2100 hours

These hours shall be exclusive of Holidays observed by the facility.

Customer understands and agrees that security services are provided only as a deterrent to crime and that the **Agency** not the **Customer** will establish and supervise the security officer(s) and procedures to be used at **Customer's** property.

3. **Terms of Service.** The term of this contract shall commence on April 3rd, 2007. It is further agreed that this contract shall be for three years and will automatically renew itself on expiration or anniversary date, unless given a **thirty (30) day written notice** of termination prior to renewal date by either party to the other; or until it terminates upon the earliest of the following dates: (a) **Ninety (90) days following written notice** of termination at **Agency's** option; (b) The date of any notice of termination given at **Agency's** option to **Customer**, in the event of insolvency or a petition filed in bankruptcy on behalf of the **Customer**; (c) The date of any notice of termination given at **Agency's** option to **Customer**, that the location is unreasonably dangerous for the welfare of **Agency's** employees; or (d) **Ninety (90) days following written notice** of termination at **Customer's** option. It is further understood and agreed, (if more than one location) that each location may be terminated individually by **Agency** or **Customer** by giving a **ninety (90) day written notice** to the other party, and that all remaining locations, terms, covenants, and provisions of this contract shall survive the termination hereof and remain enforceable.

4. **Insurance.** **Agency** shall maintain insurance equal to amounts required by State Law. A copy of **Agency's** current applicable insurance policy is attached hereto as proof of existing insurance.

5. **Customer Non-Interference.** The parties hereto mutually acknowledge that **Agency** has a substantial investment in the training and preparation of its employees, in order for it to fulfill its obligations hereunder. During the terms of **Agency's** employment and for a period of two (2) years following the termination thereof, **Customer** agrees not to solicit employment or employ, for the purpose of performing security services, any employee of **Agency** who performed services pursuant to this Contract.

6. **Miscellaneous.** (a) This contract shall be construed in accordance with the Laws of the State of Texas; (b) This contract constitutes the entire agreement among the parties and all additions or changes hereto shall be in writing; (c) This contract shall supercede any other Agreement and/or Contract, verbal or written, dated prior to this contract; (d) It is agreed that if any portion of this contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable from all other portions of this contract, and such other provisions shall constitute the agreement of the parties; (e) The continuing covenants of the parties contained in the Contract shall survive the termination hereof; (f) By the signature below, the individual executing this Contract on behalf of the **Customer** warrants to **Agency**, that he /she has full power and authority to execute this Contract and to thereby bind, jointly and severally, all property and/or business owners, managers, directors and stockholders of **Customer**, to the terms of this Contract; or (g) Neither of the parties hereto shall be deemed or construed by virtue of this Contract to be the agent, employee, representative, partner, or joint venturer of the other in any respect. Neither party is authorized by virtue of this Contract to represent the other party for any purpose whatsoever without the prior written consent of the other party.

7. **Auto.** If **Customer** requires **Agency** personnel to drive any vehicle during the course of their duties, other than the guard's own personal vehicle or a vehicle furnished by **Agency**,

Customer agrees to carry Comprehensive Fire and Theft, Collision and Liability Insurance on **Customer's** vehicles and agrees that it will waive all rights of recovery from **Agency** and indemnify and hold harmless and defend **Agency**, its officers, agents, servants, and employees from any and all losses, liability claims, demands, thefts and expenses which it may suffer or incur for any claims, demands, action, suits or causes of action which may be made or had against it, arising out of the operation or use of vehicles. **Agency** or its employees or operate in connection with the services supplied by **Agency**.

8. **Compensation.** Throughout the term of this Contract, **Customer** shall pay to **Agency**:

Position	Hourly Rate	Holiday Rate	Service Requested With Less Than 72 Hrs Notice	Service Requested With Less Than 72 Hrs Notice Holiday
Unarmed Officer	\$16.00	\$24.00	\$24.00	\$48.00
Armed Officer	\$20.00	\$30.00	\$30.00	\$60.00

per officer at no less the number of weekly hours as stated in **Paragraph 2, Scope of Work**, and in accordance with the following terms: (a) If Contract is terminated due to **Customer's** default or breach of Contract, **Customer** agrees to pay to **Agency**, 100% of any outstanding balance, plus a payment equivalent to ninety (90) additional days of normal performance by **Agency** under this Contract. Such payments shall be treated as liquidated damages and not as a penalty, together with reasonable and necessary attorney's fees for the collection thereof; (b) compensation above does not include sales tax. **Customer** agrees to pay all appropriate taxes on services provided; (c) payment shall be due on the last day of services provided during the billing period; (d) failure by **Customer** to pay all amounts within **thirty (30) days** of due date, shall constitute a material default under this Contract and a delinquency charge at a rate of one and one-half percent (1.5%) per month, shall accrue daily on all past due amounts, until same are paid in full. Such failure shall also be deemed a default hereunder and security services shall be suspended immediately until all delinquent amounts are paid in full; (e) In the event any past due amounts are collected by or through a collection agency or an Attorney-At-Law, **Customer** shall pay, in addition to amounts otherwise due, all costs of collection, including reasonable attorney's fees incurred by **Agency**; (f) **Customer** agrees that any change in the Fair Labor Standard's Act, affecting minimum wage or any changes in hours or increases in other operating cost incurred by **Agency**, may require a change in compensation. **Customer** agrees that **Agency** is entitled to an annual cost of living increase in compensation of 4%; and (g) **Agency** shall be permitted to observe the following Holidays; New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. **Customer** agrees that when **Agency** works these days, **Agency's** compensation will be calculated at time and one-half (1.5) the hourly rate as listed above.

9. **Additional Services.** At **Customer's** request and with at least **seventy-two (72) hours** notice, **Agency** will provide additional security officers at the same rate as described in **Section 8** for any location described in **Section 1**. In the event **Customer** requests additional services and fails to give **Agency** seventy-two (72) hours notice, the rate shall be at the rate stated in **Section 8** for less than 72 hours notice and all other provisions of **Section 7** will remain in full force.

10. Intentionally Deleted.

11. Customer Inspection and/or Complaints. Services furnished by Agency shall be subject to inspection at any time by the Customer, his agent or representative. Customer shall notify Agency, in writing, (3755 Capital of Texas Highway South, Suite #300, Austin, Texas 78704) of any objections it has to the services performed or invoices received, within ten (10) days after the day such services in question were performed or ten (10) days after receipt of invoice. Agency shall have the right to improve said services or correct invoice within ten (10) days from the date of the Customer notice, to conform to Customer's desires as specified in said notice, without being in default or correct said invoice if invoice is in error. Failure of Customer to give notice in writing, objecting to Agency's performance hereunder, shall constitute acceptance of Agency's performance and invoices, and Customer shall have no right to withhold payment of any amounts due hereunder, for the past failure to perform on the part of the Agency.

12. State Regulatory Agency. If Customer has a complaint that they wish to express to the State of Texas, they may do so by writing the Texas Department of Public Safety, Private Security Bureau, 5805 North Lamar Boulevard, Austin, Texas, 78773 or by calling 512/424-7710.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the

April 3, 2007.

AMERICAN EAGLE PROTECTIVE SERVICES

By: Bredgitt Walker

Title: President

Print Name: Bredgitt Walker

HAYS COUNTY TRANSFER STATION,
RECYCLING, AND PARKS

By: [Signature]

Title: Hays County Judge

Print Name: Elizabeth (Liz) Sumter

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: *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

Action to Authorize Institutional OSSF Permit for a nursery retail office, (The Natural Gardner) located at 3190 West Hwy 290, Dripping Springs, TX 78620, in Precinct 4.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010
--

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Bob Pratt, R.S., Resource Protection, Transportation & Planning.

SPONSORED BY: Commissioner Ford, Precinct 4
--

SUMMARY: John Lee Dromgoole is proposing an OSSF to serve a nursery retail sales office (The Natural Gardner) at 3190 West Hwy 290, Dripping Springs, Roberts Corner, Lot 1 in Precinct 4. The property is 8.93 acres.

It is a drip irrigation system with an aerobic treatment unit designed by Erin Banks, P.E. The On Site Sewage Facility is designed for a maximum wastewater flow of 220 gpd. The water is supplied by public water and rainwater collection.
--

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend approval.

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.



SITE PROFILE

Page 1
4/28/2010

OSSF Permit #: 2010-37

TYPES OF PERMITS: ☒ OSSF permit

PROPERTY ADDRESS: 3190 WEST HWY 290, DRIPPING SPRINGS TX 78620

NAME OF OWNER: JOHN LEE DROMGOOLE

MAILING ADDRESS: 8648 OLD BEE CAVES ROAD AUSTIN TX 78735

Work Phone:

Cell:

Home Phone: (512) 288-6113

Fax:

throoms: 1

Septic Type: Commercial

Reason: New

7500 Sq Ft

10 Employees

Purchased: 2/1/2010

Revision:

License Date:

Field: 1100

Plans: 12/1/2009

Final Inspection:

Printed:

0 0 0 0

Authorization:

Approved By:

Installed:

Other Information:

☒ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☐ Well

☐ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract: 1

Block:

Lot size: 8.93

Precinct/Zone: 4

Affidavit File Date: 1/14/2010

Survey:

Grid/Section:

Subdivision: ROBERTS CORNER

Reference: R16770

Evaluator's Information:

Site Evaluator: GRUBBS, ANDY

Type of soil: 3

Soil Date: 10/6/2009

220 GPD

System Information:

Manufacturer: AQUAKLEAR

Distributor:

Designer: BANKS, ERIN

Installer: WHISENANT, RAY

Treatment Type: Aerobic

Disinfectant:

Flood Plain Permit:

Disposal: Drip Emitters

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status:

Brand / Model

Serial Number

Date

Flood Plain Date:

System: AquaKlear

Flood Plain Certificate:

Aerator:

Flood Plain Complete:

Discharge:

Expiration Date:

Service and Maintenance Information

☒ Routine Maintenance Required

☐ Active Service

☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System:

GPS Latitude: N

GPS Longitude: W

Map Code:

Legal Description:

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 Precinct 2 Commissioner's Office transfer of funds to Travel and Office Supplies, and amend the budget accordingly.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: \$400 to 001602005501 \$150 to 001602005211

LINE ITEM NUMBER OF FUNDS REQUIRED: \$550 from 001602005160

REQUESTED BY: Barton

SPONSORED BY: Pct 2 Commissioner Jeff Barton

SUMMARY: Precinct 2 currently does not have a Travel expense line like Precincts 1 & 4 have. Thus, there is no way to reimburse travel expenses to the new assistant. It was discussed during budget workshops to move money from savings over to this area if needed. Office and Computer Supplies currently has \$4.42 remaining in the budget. There are supplies needed (pens, paper, business cards, etc.) prior to the end of the fiscal year. The cartridges for the new printer were purchased and were much costlier than the previous printer.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve Precinct 2 Commissioner's Office transfer of funds to Travel and Office Supplies, and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: MAY 4, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$ 550

LINE ITEM NUMBER: 001-602-00.5501 Travel (\$400) & 001-602-00-5211 Office Supplies (\$150)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Amend the above line items from 001-602-00.5160 Insurance (\$550)

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on May 18, 2010 to establish traffic regulations (speed limits) on (New) South Old Stagecoach Road along the area of the soccer fields; also on the dedicated park road (Old, South Old Stagecoach Road)

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Jerry Pinnix

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: For public safety concerns and because there will be a great numbers of children present at the new park development with the soccer fields, Jerry is requesting that the speed limit along South Old Stagecoach Road be lowered from 40 MPH to 35 MPH. This will only be the area leading up to the soccer fields on both sides and the stretch running alongside the fields themselves.

Also being requested is that the speed limit within the park complex (the old road) be lowered from 35 MPH to 20 MPH.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Additional Services Agreement with Land Design Partners, Inc., in the amount of \$25,500.00, for bidding and construction administration services for the Winters Mill/Blue Hole Loop Trail project.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: \$25,500.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 145-813-97-048.5448/020-710-99-048.5448

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

On May 29, 2007 the Commissioners Court authorized a professional services contract with Land Design Partners, Inc. for design and construction document preparation associated with the Blue Hole Loop/Winters Mill Trail project. Not included in the original agreement were services associated with bidding the project, such as plan distribution, pre-construction conference, bid review and tabulation, and contractor recommendation, and construction administration once the contractor is selected, such as shop drawing reviews, contractor/TxDOT coordination meetings, and review of work underway to determine if it is in accordance with the plans and specifications. This amendment will accommodate these services.

The construction project is supported in part from TxDOT STP-MM project funds as authorized by CAMPO, in the amount of \$640,000.00 (amended project agreement approved by the Commissioners Court on March 30, 2010), County matching and other funds, and funding from the City of Wimberley. A breakdown of the funding was presented to the Commissioners Court on the date previously listed, and these services were accounted for within the budget.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Additional Services Agreement with Land Design Partners, Inc., in the amount of \$25,500.00, for bidding and construction administration services for the Winters Mill/Blue Hole Loop Trail project.

PREFERRED MEETING DATE REQUESTED: MAY 4, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$25,000.00

LINE ITEM NUMBER:145-813-97-048.5448/020-710-99-048.5448

COUNTY PURCHASING GUIDELINES FOLLOWED:Yes

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS: This will require a budget amendment to move funds from 145-813-97-048.5611 to 147-813-97-048.5448.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

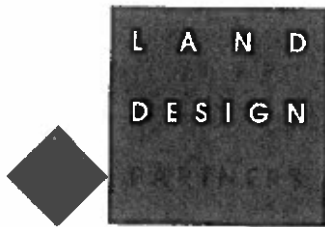
COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE:_____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED:_____



April 7, 2010

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

Re: Winter's Mill Parkway Trail Bidding and Construction Administration.

Dear Mr. Hauff:

Land Design Partners, Inc. (LDP) is pleased to submit the following additional services proposal for the Bidding and Construction Administration of the Winter's Mill Parkway Trail Improvements. To complement our services, we have teamed with Sledge Engineering Associates to perform the following services.

A. Bidding

The design team will provide assistance during the bidding phase by answering technical questions from contractors and conducting a pre-bid meeting with the County and potential contractors. Bid packets consisting of project specifications and plans, line item and quantity identification and bid form formatting, utilizing front-end documents preferred by the Hays County and TXDOT will be prepared and issued.

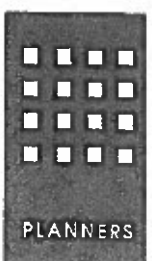
The design team will register and submit the project for Architectural Barriers review with the Texas Department of Licensing and Registration.

The design team will tabulate contractor bids in a spreadsheet format for County review.

The design team will provide a recommendation for the contractor to be selected for review by Hays County and TXDOT.

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

LANDSCAPE ARCHITECTS



B. Construction Administration

The design team will participate in a pre-construction conference prior to commencement of work at the site.

The design team will provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work. Observations are to allow LDP or its assigns, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. We anticipate that an average of one site visit per two weeks (for four hours each visit) will be made during the construction phase of the project, which is projected to last 6 months. A total of thirteen construction site visits is included in this scope of services. The design team will prepare meeting minutes/construction reports per TXDOT requirements.

LDP shall not be responsible for any acts or omissions by the contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. Land Design Partners does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

The design team will recommend to the County that contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, LDP believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.

The design team will issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of

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

L A N D D E S I G N P A R T N E R S

contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. LDP may issue field orders authorizing minor variations from the requirements of the contract documents.

We will recommend change orders and work change directives to the County and TXDOT, as appropriate, and prepare change orders and work change directives as required and determine the appropriate pay amounts due contractor, based on observations by LDP or its assigns, as experienced and qualified design professionals and on review of applications for payment and accompanying supporting documentation.

The design team will prepare a punch list at substantial completion of the project.

A final walk-through of the construction site with County staff and the contractor for final acceptance will also be conducted.

III. BASIS OF COMPENSATION

The fees for the above scope of services will be as follows:

<u>Item</u>	<u>Fee Basis</u>	<u>Fee</u>
• Bidding	Lump Sum	\$4,500
• Construction Observation	Lump Sum	\$21,000
	Total Fee:	\$25,500

Billing will be monthly as work progresses.

We appreciate the opportunity to be of service and look forward to assisting you in the development of this project.

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

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

L A N D D E S I G N P A R T N E R S

Mr. Jeff Hauff
April 7, 2010
Page 4

This agreement shall be made an addendum to the original Professional Services Agreement between the County of Hays and Land Design Partners, Inc.

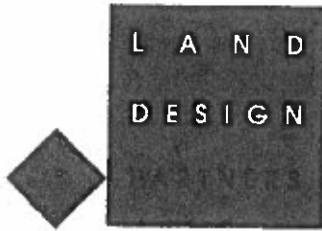
Respectfully submitted,


Charles Mabry
Associate

CM/kg

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

L A N D D E S I G N P A R T N E R S



**NOTICE OF ADDITIONAL
LANDSCAPE ARCHITECTURE SERVICES**

April 7, 2010

Judge Liz Sumter
Hays County
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666

Re: Winter's Mill Parkway Trail – Hays County, Texas.

Description of Work in Progress:

SAN
ANTONIO

<u>Fee</u>	<u>Task</u>
\$25,500	Bidding and Construction Administration
Lump Sum	(see attached)

AUSTIN


Method of Billing: As stated above.

If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Judge Liz Sumter

Date



Charles Mabry

4.7.10

Date

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

LANDSCAPE ARCHITECTS

PLANNERS

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 make position changes in the Personal Health Department.

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

WORKSHOP **PROCLAMATION** **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Hargraves

SPONSORED BY: Sumter

SUMMARY:

The current employee in RN Supervisor, slot 2 has been performing TB nursing and supervisory duties. Effective 4-16-10, this position will no longer perform supervisory duties, but will continue to function as the TB Registered Nurse. Effective 4-16-10, the current Emergency Preparedness Coordinator will assume supervisory duties of the Community Health Team as well as continue to perform emergency preparedness functions. The above duty changes will result in the following position changes:

RN Supervisor	Grade 114	Slot 2	Fund 120-675-99-019	Current Annual Budget: \$61358	Action: delete this position
Registered Nurse	Grade 113	Slot 5	Fund 120-675-99-019	Requested Annual Budget: \$57885	Action: add this position
Emergency Preparedness Coordinator	Grade 113	Slot 1	Fund 120-675-99-023	Current Annual Budget: \$44010	Action: delete this position
RN Supervisor	Grade 114	Slot 2	Fund 120-675-99-023 94% Fund 120-675-00 6%	Requested Annual Budget: \$47034	Action: add this position

Overall annual salary savings of \$449

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 set the FY2011 Budget Calendar.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog

SPONSORED BY: SUMTER

SUMMARY: Adjusted budget calendar attached.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider awarding bid for the Mowing and Maintenance contract to Maintenance Management for the Hays County Parks and the Kyle Log House.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Jerry Pinnix, Parks Administrator

SPONSORED BY: Ingalsbe

SUMMARY: The request for bids for the mowing and maintenance contract at the Hays County Parks and the Kyle Log House produced 4 proposals. I believe that the contract submitted by Maintenance Management is best for Hays County when you take all of the elements into consideration. The contract calls for 26 annual cuts. We have never gone over that number in the 11 years that I have overseen the parks, which makes the extra cuttings doubtful.

The cost for extra services: \$35.00 per man hour for Universal Landscapes and \$27.50 per man hour for Maintenance Management is the area that is essential for the other work at the parks; Vetter Park is shredded 3 to 4 times per year and dead trees cut down and removed. The lower rate would be a savings to the county. Therefore, I believe that Maintenance Management is the lowest bidder for what the county needs to accomplish at the parks and Log House.

Bid#2010-B07
Mowing and Ground Maintenance
Dudley Johnson and Randall Vetter Park and Kyle Log House

	Cedar Solutions LLC	Universal Landscape	Maintenance Mgt	I.B.S.
Price Per Cut (Scheduled):	\$ 2,710.00	\$ 850.00	\$ 860.00	\$ 2,150.00
Price Per Man Hour Rate for One-Time Annual Pruning:	\$ 25.00	\$ 35.00	\$ 35.00	\$ 18.00
Price Per Extra Services Per Man Hour:	\$ 25.00	\$ 35.00	\$ 27.50	\$ 18.00
Additional cuts (not Scheduled):	\$ 3,600.00	\$ 850.00	\$ 1,055.00	\$ 2,150.00

**Cost for Mowing
30' near river

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 approve an amendment to the Advanced Funding Agreement for FM 2001. The project consists of the construction of the FM 2001 realignment from 0.645 miles east of IH-35 south of Hillside Terrace. These documents are to serve as an Amendment of the Advanced Funding Agreement.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 04, 2010

AMOUNT REQUIRED: N/A

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

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

SPONSORED BY: Pct 2 Commissioner Jeff Barton.

SUMMARY: These documents are to serve as an Amendment to the Advanced Funding Agreement that is currently in place for FM 2001. Revisions were applied to Section C of the Environmental Requirements showing that the County would advertise for bids.

See attached Amendment.



Texas Department of Transportation

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

November 19, 2009

Hays County
CSJ: 1776-02-015
FM 2001 Realignment

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

Dear Judge Sumter:

Enclosed are two **revised** original Advance Funding Agreements for the above project. The Project consists of the construction of the FM 2001 realignment from 0.645 mi east of I-35 to south of Hillside Terrace. These documents replace the Agreements sent under cover letter dated September 24, 2007.

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

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

Sincerely,



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

Attachments

cc: Donald E. Nyland, P.E., Area Engineer
Chris Hatla
Mike Walker
Paula Gruber, Prime Strategies, Inc.

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

An Equal Opportunity Employer

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

 **ORIGINAL**

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

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

WITNESSETH

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

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

WHEREAS, Commission Minute Order Number 110689 authorizes the State to undertake and complete a highway improvement generally described as the realignment of an existing roadway; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of the realignment of a section of FM 2001 from the existing Overpass Road/FM 2001 intersection east to FM 2001 (approximately 1.5 miles), hereinafter called the "Project"; and,

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

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

AGREEMENT

Article 1. Time Period Covered

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

Article 2. Project Funding and Work Responsibilities

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

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

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

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

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

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

Article 3. Right of Access

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

Article 4. Adjustments Outside the Project Site

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

Article 5. Responsibilities of the Parties

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

Article 6. Document and Information Exchange

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

Article 7. Interest

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

Article 8. Inspection and Conduct of Work

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

Article 9. Increased Costs

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

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed

changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

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

Article 11. Termination

This agreement may be terminated in the following manner:

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

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

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

Article 12. Notices

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

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

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

Article 13. Sole Agreement

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

Article 14. Successors and Assigns

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

Article 15. Amendments

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

Article 16. State Auditor

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

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

Article 17. Insurance

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

Article 18. Debarment

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

Article 19. Signatory Warranty

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

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government **Hays County**

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of the realignment of FM 2001 from the existing FM 2001/Overpass Road intersection, 0.1 miles east of I-35, south and east to FM 2001, approximately 1.4 miles. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of work is \$4,000,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Construction of the FM 2001 realignment	\$4,000,000	100%	\$4,000,000
Subtotal	\$4,000,000		\$4,000,000
Direct State Costs (including plan review, inspection and oversight)	\$0	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0
TOTAL	\$4,000,000		\$4,000,000

Direct and Indirect State Cost will not be charged.

Local Government's Participation (100%) = \$4,000,000

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

Work Responsibilities

Environmental Requirements

- A. The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- B. To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.
- C. The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, ~~prior to the advertising for bids.~~

Engineering Services

- A. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the ²⁰⁰⁵ ~~current edition of the~~ *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards.
- C. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- D. The Local Government shall submit the completed PS&E to the State for review and approval, ~~five months prior to the anticipated bid opening date.~~

Construction Responsibilities

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

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. ~~Prior to their execution, the State will review and approve contract change orders.~~

Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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 accept the resignation of ESD #6 Board member Myron Yoshioka and appoint Jennifer Shelley Rodriguez to fill this position effective May 4, 2010, and running through the end of 2010.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY:

See attached resume.

Jennifer Shelley Rodriguez

305 W. 13th Street, Austin, TX 78701 Tel: 512.478.9937 Email: joshelley1@aol.com

PROFILE

Upon graduation from Baylor School of Law Jennifer Shelley Rodriguez entered a business and legislative consulting practice with her father, Dan Shelley. Prior to attending law school, Jennifer received her undergraduate degree from the University of Texas at Austin.

In addition to consulting independently, Jennifer has experience working on a legislative staff and working in the governmental affairs division of a state agency. She has training in the researching, drafting and publishing of legislation, administrative rules and fiscal notes.

Jennifer's advocacy on behalf of clients includes legislative and rule drafting, issue development, monitoring of legislative and agency meetings, research and writing and other services for individual clients.

Jennifer and her husband, Marc A. Rodriguez, have four daughters: Alyssa, Bella, Carmen and Danielle.

EXPERIENCE

Legislative Consultant, Austin, TX
1998-present

Texas Lottery Commission, Austin, TX
Government Affairs Assistant, 75th Legislative Session
Legal Intern, July 1995-January 1996

State Representative Tony Goolsby, Austin, TX
Administrative Aide, 74th Legislative Session

EDUCATION

Baylor University School of Law
Doctor of Jurisprudence, General Civil Litigation, 1998

University of Texas at Austin
Bachelor of Arts, Sociology, 1994

COMMUNITY ROLES

Parent Teacher Association, 2005-present

Hays County Citizens Sheriff's Academy Graduate, Fall 2008

QUALIFICATIONS

- *Comprehensive knowledge of the Texas legislative process and ethics laws.
- *Proficiency in researching and drafting legislation.
- *Experience as a legislative staff person, state agency employee and lobbyist.
- *Member of the State Bar of Texas

Current Client List

Aces Wired, Inc.

Apple, Inc.

Atmos Cities Steering Committee

Brazos Higher Education Service Corporation

Cities Aggregation Power Project, Inc.

City of College Station

City of Coppel

City of Grapevine

CINTRA

Harris County

Lockheed Martin Aeronautics Company

Responsible Plumbers & Associates

Steering Committee for Cities Served by Oncor

Steve Bresnen

Texas Coalition for Utility Issues

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 Project Management Plan with the U.S. Army Corps of Engineers associated with drainage basin/flood protection planning studies of the Colorado Watershed in northern Hays County; and to authorize the County Judge to sign the Interlocal Cooperation Agreement between LCRA and Hays County for the Interim Feasibility Study.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

See the backup and discussion of our 4-20-10 workshop on this topic.

Attached is February 16, 2010 Project Management Plan for your review, as well as a DRAFT of the Interlocal.

In addition, we will have a discussion of the Counties TWDB grant match monies to cover this Study.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE LOWER COLORADO RIVER AUTHORITY AND HAYS COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into by and between the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, and Hays County, Texas, shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES

The Receiving Agency: The Lower Colorado River Authority ("LCRA")

The Performing Agency: Hays County

II. STATEMENT OF SERVICES TO BE PERFORMED

Hays County as the Performing Agency, together with the United States Army Corps of Engineers ("USACE"), will perform the Hays County Interim Feasibility Study work described in the attached and incorporated Exhibits to this Agreement which are as follows:

Exhibit I, Agreement Between the Department of the Army and the Lower Colorado River Authority for the Lower Colorado River Basin Feasibility Study

Exhibit II, Project Management Plan, Lower Colorado River Basin, Hays County Interim Feasibility Study

III. RESPONSIBILITIES OF THE PARTIES

The LCRA, as the Receiving Agency, shall serve as local sponsor and owner of the Feasibility Cost Sharing Agreement with the USACE. As between LCRA and Hays County, the LCRA shall be responsible as local sponsor for project management, project coordination between Hays County and the Corps of Engineers, invoice preparation and processing.

LCRA may perform other technical tasks as requested by Hays County. Such additional tasks will be incorporated under a separate agreement and are not included in this agreement.

Hays County shall be responsible for in-kind work as described in Phase 1 of Exhibit II which include but not limited to, review and comment of USACE prepared documents, and administration of any grant requirements attendant to its funding, including but not limited to those imposed by the Texas Water Development Board.

IV. CONTRACT AMOUNT

The estimated cost of the work under this Agreement is \$1,480,700. The USACE shall be responsible for 50 percent of the costs under Exhibit II. The remaining 50 percent of the costs shall be borne by Hays County which portion may be shared by any approved grants from the Texas Water Development Board (TWDB) or other source of grant funds, and LCRA as follows:

The LCRA will provide in-kind services valued at \$2,000 (\$1,000 per fiscal year) and, upon request by Hays County, may make up a deficit of in-kind services on behalf of Bastrop County.

Hays County shall provide an amount not to exceed \$_____ of which \$_____, in whole or in part, but not limited to this amount, may be as in-kind services.

V. PAYMENT FOR SERVICE:

Hays County shall pay for services received from current revenues available. Prior to each federal fiscal year of the work under this Agreement, the LCRA shall notify Hays County within ten (10) days of being notified by the USACE of the estimated cash amount required by the USACE for the upcoming federal fiscal year's work. Hays County shall notify the LCRA of its acceptance of the USACE's cash request within ten (10) days of being so notified by the LCRA. The LCRA shall, on the behalf of Hays County, issue payment to the USACE. No later than ninety (90) days after the notification by LCRA of the estimated cash amount required by the USACE, Hays County shall reimburse the LCRA the full amount of the LCRA's cash payment to the USACE for the work under this Agreement.

If the USACE provides notice to the LCRA that additional funds are required under Section IV.B.5 of the agreement in Exhibit I, the LCRA shall provide Hays County with a copy of this notice within ten (10) days of receipt. Hays County shall notify the LCRA of its acceptance of the additional funds request within ten (10) days of being so notified by the LCRA. The LCRA shall, on the behalf of Hays County, issue payment to the USACE. No later than thirty (30) days after the notification by LCRA of the additional amount required by the USACE, Hays County shall reimburse the LCRA the full amount of the LCRA's cash payment to the USACE for the work under this Agreement.

The failure of Hays County to timely fund any of its obligations under this Agreement shall be a default.

Hays County shall have the right to examine all records of the LCRA related to the payments to the USACE under this agreement.

VI. TERM OF CONTRACT

The term of this Agreement shall be from _____, 2010 until September 30, 2011 unless extended. The parties may extend the term of this Agreement until the work under this Agreement is completed, subject to the approval of the LCRA and Hays County.

VII. TERMINATION

Hays County may, for its convenience, terminate this Agreement at any time by giving sixty (60) days written notice to the other parties. In such event, the USACE shall calculate the claims that the USACE may have in good faith undertaken or incurred in connection with the work under this Agreement, and the charges incurred for the work performed up to the date of termination, less any amounts previously paid to USACE, plus any reasonably necessary termination charges to be mutually agreed to between the Performing Agency and the LCRA to enable subcontracts to be terminated. Hays County shall be responsible for fifty percent (50%) of the costs calculated by the USACE under this section. Any balance in the escrow account or other account acceptable to the USACE in excess of that necessary to satisfy the requirements of this termination clause shall be refunded to Hays County.

If Hays County defaults in making timely payment as required by this Agreement and the Parties are unable to resolve the dispute by good faith negotiation, Hays County agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, as authorized by Section 271.159, Texas Local Government Code.

VIII. ADDITIONAL TERMS AND CONDITIONS

Disputes between the Parties or between the Parties and the USACE shall be resolved in accordance with the dispute resolution procedures of Exhibit I, which is incorporated into this Agreement as if fully set out.

THE UNDERSIGNED CONTRACTING PARTIES certify that, (1) the services specified above are necessary and essential for activities that are properly within their statutory functions, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 or Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY, LCRA certifies that it has authority to perform the services contracted for by authority granted in the Lower Colorado River Act of 1934, Chapter 74, Acts of the 64th Legislature, Regular Session, 1979, as amended and Chapter 152, Water Code, Vernon's Texas Codes Ann. 1999.

IN WITNESS WHEREOF, Performing Agencies and Receiving Agency, on the respective dates written below their signatures, have made and executed this AGREEMENT.

LOWER COLORADO RIVER AUTHORITY:

HAYS COUNTY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

LCRA Attorney

County Attorney

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 a list of Hays County transportation projects to be put forth for consideration in the CAMPO 2035 Plan.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

See list of proposed projects from Michael Aulick attached.

HUETT-ZOLLARS

HAYS COUNTY PROJECT REQUESTS - CAMPO 2035 PLAN WORKING DRAFT MRA 04/23/10

Roadway/Project 1	Segment/Location 2	Requested Project * CAMPO 2035 Draft Plan	2035 Plan Open Year 4	2035 Project Cost (Million \$) 5	Funding Source 6
Mount Gainor Rd (CR 194)	RR 12 - Mount Sharp Rd	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
Mount Sharp Rd (CR 220)	FM 2325 - Mount Gainor Rd	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
Mount Brown Rd (CR 163)	US 290 W - FM 1826	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
Onion Creek Hike/Bike trail	Pursley Rd. (CR 195) - RR 12	Build hike and bike trail along Onion Creek			Grouped cost
Lawyer Ranch Rd (CR 64)	US 290 - Darden Hill Rd	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
				227.6	

All roadway expansion projects are to be added to Map 3. All hike and bike lanes and sidewalk projects are to be added to Maps 6 and 7.

HUIT-ZOLLARS

HAYS COUNTY PROJECT REQUESTS - CAMPO 2035 PLAN WORKING DRAFT MRA 04/23/10

Roadway/Project 1	Segment/Location 2	Requested Project * CAMPO 2035 Draft Plan	2035 Plan Open Year 4	2035 Project Cost (Million \$) 5	Funding Source 6
RM 2325	Blanco County Line - RM 12	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
RM 3237	FM 150 - RM 12	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
B. County and City Roadways					
Darden Hill (CR 162)	FM 150 - FM 1626	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
Elder Hill Rd (CR 170)	RM 12 - FM 150	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
Fisher Store Rd (CR 181)	FM 2325 - Hays Co. Line	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
Fitzhugh Rd. (CR 101)	Travis County Line - Blanco County Line	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
Garlic Creek Dr. (Buda)	SH 45(S) - FM 967	Construct a 4-lane divided arterial		12	100 % local
Jacob's Well Rd (CR 182/220)	RM 12 - FM 2325	Widen 2-lane road to add a median with shoulders/nike and bike lanes and sidewalk			Grouped cost
Main St. West (Buda)	Garrison Rd. - IH 35	Expand to a 4-lane divided arterial		4.8	100 % local
Main St. East (Buda)	IH 35 to SH 45 (SE) via N. Turnersville Rd.	Build a new 4-lane arterial		18.6	100 % local

HAYS COUNTY PROJECT REQUESTS - CAMPO 2035 PLAN
WORKING DRAFT MRA 04/23/10

Segment/Location 2	Requested Project * CAMPO 2035 Draft Plan	2035 Plan Open Year 4	2035 Project Cost (Million \$) 5	Funding Source 6
M 3407 - Comal County Line	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
M 150 - FM 1626	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
M 1626 - Main St.	Widen to 4-lane undivided arterial		14.4	100 % local
itzhugh Rd (CR 101) - FM 150	Expand to a 4-lane divided arterial, with shoulders/hike and bike lanes and sidewalk (5.9		38.9	100 % local
M 150 - Jacobs Well Rd.	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
acobs Well Rd - RM 32	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
M 32 - FM 3407 (San Marcos City limits)	Expand to a 4-lane parkway (4.6 miles)	2010	24.1 ?	CAMPO TIP
M 3237 - FM 2770	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
M 2770 - IH 35	Expand to a 4-lane divided arterial, with shoulders/hike and bike lanes and sidewalk (1.2	2015	7.9	100 % local
1 35 - SH 21	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk, realign			Grouped cost
S 290 (W) - FM 150	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost

HUIT-ZOLLAR

Roadway/Project

1

FM 2439/Hunter Rd

FM 2770

FM 2770 (Buda)

RM 12

RM 12

2M 12

RM 12

RM 150 (W)

2M 150 (W) (Kylie)

RM 150 (E)

**RM 1826/Camp Ben
McCullough Rd.**

HUTT-ZOLLARS

HAYS COUNTY PROJECT REQUESTS - CAMPO 2035 PLAN WORKING DRAFT MRA 04/23/10

Roadway/Project 1	Segment/Location 2	Requested Project * CAMPO 2035 Draft Plan	2035 Plan Open Year 4	2035 Project Cost (Million \$) 5	Funding Source 6
1. State Roadways					
JS 290 (W)	RR 12 - FM 165	Widen 4-lane highway to add a median			Grouped cost
IH 21 (Caldwell County)	Bastrop County Line - Hays County Line	Expand to a 4-lane major divided arterial with shoulders/hike and bike lanes (5.5 miles)	2025	36.3	100% local
IH 21 (Hays County)	Caldwell County Line - SH 80	Expand to a 4-lane major divided arterial with shoulders/hike and bike lanes (8.9 miles)	2025	58.7	100 % local
IH 45 (SW)	FM 1626 - IH 35 (S)	Environmental and preliminary engineering analysis	2012*	6.0*	100 % local
IM 967	FM 1826 - Oak Forest Dr.	Widen 2-lane road to add a median with shoulders/hike and bike lanes			Grouped cost
IM 967	Oak Forest Dr. - FM 1626	Widen 2-lane road to add a median with shoulders/hike and bike lanes and sidewalk			Grouped cost
IM 967 (Buda)	FM 1626 - Main St.	Expand to a 4-lane undivided arterial		14.8	100 % local
IM 967 (S. Main St.) (Buda)	W. Goforth - IH 35 (S)	Expand to a 4-lane undivided arterial		11.4	100 % local
IM 2001 (Buda)	IH 35 - Rolling Hills Dr.	Widen to 4-lane parkway		9.8	100 % local
IM 2001	Rolling Hills Dr - SH 21	Realign FM 2001 by constructing 2-lane roadway with a median with bike lanes and sidewalk; realign intersection at SH 21 to eliminate offset.		?	100 % local/ grouped cost

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.072 of the Texas Government Code, to deliberate the purchase, exchange, or lease of real property with potential for prime endangered species habitat. Possible action may follow.

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

PREFERRED MEETING DATE REQUESTED: May 4, 2010; 1:30 p.m.

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY:

Jeff Francell, Rachael Ranft and Clif Ladd will be in the session to brief the Court on their review of the properties and possibly make recommendations.

Agenda Item Request Form

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding damage and/or potential damage to the GED Building at the Juvenile Detention Center. Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 4, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Summary to be provided in Executive Session.

