

Commissioners Court -June 29, 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 **29<sup>TH</sup> day of June, 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**

**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

1	4	Approve payments of county invoices. <b>HERZOG</b>
2	5-10	Approve Commissioner Court Minutes of June 15, 2010. <b>SUMTER/FRITSCH</b>
3	11-14	Authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004. <b>SUMTER/HAUFF</b>
4	15	Ratify submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, FY10 Cops Technology Program for up to \$40,000.00 for replacement of the radio communications system in the County Jail. <b>SUMTER/RATLIFF/ROBINSON/HAUFF</b>
5	16-18	Authorize use of Countywide Self Insurance to fund partial cost of purchasing a replacement vehicle in the Sheriff's Office. <b>SUMTER/RATLIFF</b>
6	19-20	Approve budget amendment for Justice of the Peace 1-2. <b>SUMTER/HERNANDEZ</b>
7	21-24	Authorize the County Judge to enter into a contract with Milliman, Inc. to provide Actuarial Equivalence Testing for the Retiree Drug Subsidy (Rds). <b>SUMTER/BAEN</b>
8	25-36	Approve on-line auction with Rene Bates Auctioneers for the disposal of surplus, seized, wrecked and abandoned vehicles for the Sheriff's Department and authorize Purchasing to set date and advertise. <b>SUMTER/HERZOG/MAIORKA/BROADBECK</b>
9	37-46	Approve renewal of existing Bid #2006-B17 "Furnish and Install Guardrail" with Roadway Specialties Inc. for one additional year as provided for in the original bid. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>

**ACTION ITEMS**

**ROADS**

10	47	Hold a public hearing to establish traffic regulations in Deer Creek subdivision. <b>FORD/BORCHERDING</b>
11	48	Hold a public hearing to establish traffic regulations in Heritage Oaks subdivision. <b>FORD/BORCHERDING</b>
12	49	Hold a public hearing to establish traffic regulations on Onion Creek Ranch Road. <b>FORD/BORCHERDING</b>

13	50	Discussion and possible action regarding County maintenance responsibilities for ROW along the portion of Bell Springs Road that runs atop the length of River Oaks Ranch Dam. <b>FORD/BORCHERDING</b>
14	51-54	Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for The Vineyard subdivision, Phase 1. <b>FORD/BORCHERDING</b>

#### **SUBDIVISIONS**

15	55-57	10-3-10 Amended Plat of Lots 130, 154, and 155 of Wimberley Campfire #2, Section 3 (3 Lots). Discussion and possible action to consider waiving preliminary plan and notification requirements; consider a variance from Section 10.1 of Hays County OSSF regulations and approve final plat. <b>CONLEY/GARZA</b>
16	58-60	10-3-11 Revised Plat of 159A and 159B, Springlake Subdivision (2 Lots). Discussion and possible action to consider waiving preliminary plan and notification requirements; approve final plat. <b>FORD/GARZA</b>

#### **MISCELLANEOUS**

17	61	Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Work Authorization No.5 to the Professional Services Agreement with Jacobs Carter Burgess. <b>BARTON</b>
18	62-65	Discussion and possible action to authorize the County Judge to execute a Redistricting Agreement between Hays County and Rolando L. Rios & Associates, PLLC. <b>INGALSBE/CONLEY</b>
19	66-67	Discussion and possible action to waive development fees for the Wimberley Valley Habitat For Humanity. <b>CONLEY</b>
20	68-69	Discussion and possible action to allow Commissioner Ford to negotiate a professional services contract with Ramsey Engineering, LLC for feasibility study and engineering design of improvements to Elder Hill Road. <b>FORD/BORCHERDING</b>
21	70-85	Discussion and possible action to authorize the County Judge to execute the following (revised) Advance Funding Agreements CSJ#1754-02-017 RM 1826 at Nutty Brown Rd. and CSJ#1754-02-018 RM 1826 at Goldenwood. <b>FORD</b>
22	86-93	Discussion and possible action to authorize the County Judge to execute the Advance Funding Agreement CSJ #0683-03-031 for RR 12 at Sports Park Drive. <b>FORD</b>
23	94-95	Discussion and possible action to publish notice and call a public hearing for a proposal to improve a private road in Precinct 2 -- Indian Creek Road also known as Indian Creek Lane to county standards; to accept the road for public maintenance; and to assess all or part of the costs for the improvement pro rata against the record owners of real property in the adjoining subdivision, pending the outcome of balloting within the subdivision. <b>BARTON</b>
24	96-101	Discussion and possible action to authorize the County Judge to execute a Motor Vehicle License Registration Point of Sale Equipment Lease Agreement between Hays County, the Hays County Tax Assessor/Collector and HEB Grocery Company, LP. <b>SUMTER/CARAWAY</b>
25	102-104	Discussion and possible action regarding the establishment of a Criminal Justice Coordinating Committee for the purpose of reviewing and implementing recommendations from the Criminal Justice System Assessment and Jail Population Study for Hays County and consider a proposal by MGT of America, Inc., to act as a facilitator for the county in this effort. <b>BARTON</b>
26	105-109	Discussion and possible action to appoint Tom Weber and Michael Aulick to the board of the Driftwood Economic Development Municipal Management District. <b>FORD</b>
27	110	Discussion and possible action to approve Add Alternates submitted by Balfour Beatty for the Hays County Government Center, specifically a) a Storm water Collection study, b) the placement of conduit to future electric car recharging parking locations, and c) the placement of conduits for power to plaza for exterior loads (maintenance work, Holiday lighting, etc.). <b>INGALSBE</b>
28	111-118	Discussion and possible action to authorize the County Judge to execute the Advance Funding Agreement CSJ #0285-02-012 for FM 2325 -- Fischer Store Road to Carney Lane. <b>CONLEY</b>
29	119-120	Discussion and possible action to ratify the execution of the Advance Funding Agreement for FM 2001 Realignment, CSJ #1776-02-015. <b>SUMTER</b>
30	212	Discussion and possible action to transfer \$10,000.00 from the County-wide Contingency Fund to the Dispute Resolution Center Account. <b>SUMTER/BARTOWSKI</b>
31	122-126	Discussion and possible action to authorize the County Judge to execute a Contract for

		Engineering Services Supplemental Agreement No. 1 to the Professional Services Agreement with HRM Consultants, Inc. <b>BARTON</b>
32	127	Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the FY10 Edward Byrne Memorial Justice Assistance Grants program for equipment for the District Attorney's Office in the amount of \$12,342. <b>SUMTER/TIBBE/HAUFF</b>

#### **WORKSHOP**

33	128	<b>11:00am</b> Discussion and possible action to adopt the Hays County Strategic Policy and Implementation Plan. <b>SUMTER</b>
34	129	<b>1:00pm</b> Presentation from HDR Engineering to review status of the Hays County Water and Wastewater Regional Facilities Plan. Possible action may follow. <b>SUMTER/HAUFF</b>

#### **STANDING AGENDA ITEM**

35	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. <b>INGALSBE</b>
36	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>SUMTER</b>

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 25<sup>TH</sup> day of June, 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**

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: 6/29/10**

**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 JUNE 15, 2010**

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

**PREFERRED MEETING DATE REQUESTED: JUNE 29, 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 15<sup>TH</sup> DAY OF JUNE A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

**27152 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Barton, seconded by Judge Sumter to approve payments of county invoices in the amount of \$ 2,099,470.66 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

**27153 APPROVE COMMISSIONER COURT MINUTES OF MAY 20 & 27 AND JUNE 8, 2010**

A motion was made by Commissioner Barton, seconded by Judge Sumter to approve Commissioner Court Minutes of May 20 & 27 and June 8, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**27154 ACCEPT DONATED FUNDS IN THE AMOUNT OF \$1,050.00 TO THE SHERIFF'S OFFICE CRIME PREVENTION AND DEPOSIT INTO (SPECIAL PROJECTS) AND AMEND THE BUDGET ACCORDINGLY**

A motion was made by Commissioner Barton, seconded by Judge Sumter to accept donated funds in the amount of \$1,050 to the Sheriff's Office Crime Prevention and deposit into (Special Projects) and amend the budget accordingly. All voting "Aye". MOTION PASSED

**27155 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SERVICE AGREEMENT RENEWAL WITH APPRISS FOR \$30,710 FOR THE VICTIM INFORMATION AND NOTIFICATION EVERYDAY (VINE) PROGRAM**

A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize the County Judge to execute the Service Agreement Renewal with Appriss for \$30,710 for the Victim Information and Notification Everyday (VINE) Program. All voting "Aye". MOTION PASSED

**27156 AUTHORIZE THE COUNTY JUDGE TO EXECUTE RENEWAL OF THE SAVINS MAINTENANCE GRANT CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS FOR THE STATEWIDE VICTIM INFORMATION AND NOTIFICATION EVERYDAY (VINE) SYSTEM PROGRAM**

A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize the County Judge to execute Renewal of the Savins Maintenance Grant Contract with the Office of the Attorney General of Texas for the Statewide Victim Information and Notification Everyday (VINE) System Program. All voting "Aye". MOTION PASSED

**27157 APPROVE CONTRACT FOR GREEN ACRES DRIVE REPLACEMENT BRIDGE IMPROVEMENTS AT WILSON CREEK AND AUTHORIZE COUNTY JUDGE TO EXECUTE CONTRACT**

A motion was made by Commissioner Barton, seconded by Judge Sumter to approve Contract for Green Acres Drive replacement bridge improvements at Wilson Creek and authorize County Judge to execute Contract. All voting "Aye". MOTION PASSED



JUNE 15, 2010

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VOLUME U PAGE 365

**27158 APPROVE RECOMMENDED SELECTION OF PSC ENVIRONMENTAL SERVICES HOUSTON LLC FOR THE RFP 2010-P08 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT**

A motion was made by Commissioner Barton, seconded by Judge Sumter to approve recommended selection PSC Environmental Services Houston LLC for the RFP 2010-P08 Household Hazardous Waste Collection Event. All voting "Aye". MOTION PASSED

**27159 APPOINT COMMISSIONER CONLEY AS THE HAYS COUNTY REPRESENTATIVE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND CONTINUE THE APPOINTMENT OF COMMISSIONER BARTON AS THE ALTERNATE EFFECTIVE JUNE 15, 2010**

A motion was made by Commissioner Barton, seconded by Judge Sumter to appoint Commissioner Conley as the Hays County Representative to the Capital Area Metropolitan Planning Organization and continue the appointment of Commissioner Barton as the Alternate effective June 15, 2010. All voting "Aye". MOTION PASSED

**27160 AUTHORIZE THE COUNTY JUDGE TO APPROVE PROPOSED ANNUAL RENEWAL APPLICATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING FOR FY 2011**

County Auditor Bill Herzog advised that the actual amount is \$160,859 with \$15,422 county in-kind contribution. A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize the County Judge to approve proposed Annual Renewal Application for Public Health Emergency Preparedness Funding for FY 2011. All voting "Aye". MOTION PASSED

**27161 CALL FOR A PUBLIC HEARING ON JUNE 29, 2010 TO ESTABLISH TRAFFIC REGULATIONS ON ONION CREEK RANCH ROAD [T1-136]**

RPTP Director Jerry Borcharding advised that the proposed traffic regulation is a "No Parking" zone at the dead-end/cul-de-sac portion of the road. A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on June 29, 2010 to establish traffic regulations on Onion Creek Ranch Road. All voting "Aye". MOTION PASSED

**27162 CALL FOR A PUBLIC HEARING ON JUNE 29, 2010 TO ESTABLISH TRAFFIC REGULATIONS IN HERITAGE OAKS SUBDIVISION [T1-147]**

RPTP Director Jerry Borcharding advised that the proposed traffic regulation is a "No Parking" zone on Heritage Oaks Drive on the east side of the road just north of the intersection with SH 290. A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on June 29, 2010 to establish traffic regulations in Heritage Oaks Subdivision. All voting "Aye". MOTION PASSED

**27163 CALL FOR A PUBLIC HEARING ON JUNE 29, 2010 TO ESTABLISH TRAFFIC REGULATIONS IN DEER CREEK SUBDIVISION [T1-158]**

RPTP Director Jerry Borcharding advised that the proposed traffic regulation is to establish a STOP sign on Green Oak Drive at Deer Creek Circle. A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on June 29, 2010 to establish traffic regulations in Deer Creek Subdivision. All voting "Aye". MOTION PASSED

**27164 RELEASE THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR RIM ROCK SUBDIVISION, PHASE 2 SECTION 2 AND PHASE 3 SECTION 2 [T1-188]**

RPTP Director Jerry Borcharding gave staff recommendation for release and acceptance as presented. A motion was made by Commissioner Ford, seconded by Commissioner Conley to release the Maintenance Bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock subdivision Phase 2 Section 2 and Phase 3 Section 2. All voting "Aye". MOTION PASSED



**27165 RE-SUBDIVISION OF LOT 63, ROLLING OAKS SUBDIVISION, SECTION 3 (#10-7-4, 4 LOTS) APPROVAL OF FINAL PLAT [T1-212]**

Clint Garza (Programs Manager Development Services) gave staff recommendation for final plat approval. A motion was made by Commissioner Ford seconded by Commissioner Ingalsbe to approve final plat of resubdivision of Lot 63 Rolling Oaks Subdivision Section 3. All voting "Aye". MOTION PASSED

**27166 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROJECT GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SECTION 5310 FUNDING IN THE AMOUNT OF \$74,640.00 FOR THE HAYS COUNTY VETERANS AFFAIRS OFFICE [T1-250]**

Grants Administrator Jeff Hauff spoke. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for Section 5310 funding in the amount of \$74,640 for the Hays County Veterans Affairs Office. All voting "Aye". MOTION PASSED

**27167 AUTHORIZE REIMBURSEMENT FROM BOND PROCEEDS TO THE GENERAL FUND FOR EXPENSES INCURRED FOR THE GOVERNMENT CENTER PRIOR TO THE ISSUANCE OF THE DEBT [T1-501]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize reimbursement from Bond Proceeds to the General Funds for expenses incurred for the Government Center prior to the issuance of the debt. All voting "Aye". MOTION PASSED

**27168 AUTHORIZE THE EMPLOYMENT OF A TEMPORARY EMPLOYEE AS A DEPUTY CONSTABLE IN PRECINCT 5 WHILE AN EXISTING DEPUTY CONSTABLE IS ON EXTENDED LEAVE [T1-431]**

A motion was made by Commissioner Barton, seconded by Commissioner Conley to authorize the employment of Jason Payne as a temporary employee/Deputy Constable in Precinct 5 while an existing Deputy Constable is on extended leave to be paid out of the temporary employment line item in the countywide operating budget. All voting "Aye". MOTION PASSED

**27169 APPROVE PURCHASE OF A LTI 20-20 ULTRALYTE LRB (LASER RADAR GUN) FOR BENEFICIAL USE IN NORTHWEST HAYS COUNTY BY DEPT OF PUBLIC SAFETY TROOPERS AND BY SHERIFF OFFICE TRAFFIC DEPUTIES ASSIGNED TO PCT. 4 AREA [T1-49]**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve purchase of a LTI 20-20 Ultralyte LRB (Laser Radar Gun) for beneficial use in Northwest Hays County by Department of Public Safety Troopers and by Sheriff's Office Traffic Deputies assigned to the Precinct 4 area in the amount of \$2,695. All voting "Aye". MOTION PASSED

**27170 ALLOW THE HAYS COUNTY 4H HORSE PROJECT TO USE THE CIVIC CENTER AND WAIVE THE FACILITY FEES [T1-1914]**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to allow the Hays County 4H Horse Project to use the Civic Center one weekend in July and one weekend in August and waive the facility fees. All voting "Aye". MOTION PASSED

**27171 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ANCHONDO RESEARCH MANAGEMENT & STRATEGIES (ARMS) FOR ASSISTANCE WITH COMMUNITY OUTREACH AND EDUCATION MEETINGS WITH THE RESIDENTS OF THE HILLSIDE TERRACE SUBDIVISION AND APPROVE A ONE-TIME WAIVER OF COUNTY PURCHASING POLICY [T1-1972]**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement with Anchondo Research Management & Strategies (ARMS) for assistance with Community Outreach and Education meetings with the residents of the Hillside Terrace Subdivision and approve a one-time waiver of County Purchasing Policy with funds to come out of the Countywide Consulting line item. All voting "Aye". MOTION PASSED





JUNE 15, 2010

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VOLUME U PAGE 367

**27172 AUTHORIZE THE PARK AND OPEN SPACE COMMITTEE AND THE PARKS DEPARTMENT STAFF TO DEVELOP AN RFQ TO RE-WRITE AND EVALUATE HAYS COUNTY'S PARKS AND OPEN SPACE PLAN [T1-373]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the Park and Open Space Committee and the Parks Department Staff to develop an RFQ to re-write and evaluate Hays County's Parks and Open Space Plan. All voting "Aye". MOTION PASSED

**27173 APPROVE BID ALTERNATES AND A COST SAVINGS INCENTIVE PLAN WITH BALFOUR BEATTY FOR THE HAYS COUNTY GOVERNMENT CENTER [T1-611]**

Bob Hinkle and Brenda Jenkins (Broadus & Associates) spoke. [T1-1244] A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to award FFE Design/Bid Documentation to HDR and to proceed with implementation of the project web cam (already budgeted). All voting "Aye". MOTION PASSED [T1-1252] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to proceed with the Design/Bidding for the Salleyport Canopy over the parking area not to exceed \$108,302.00. Commissioner Ingalsbe, Commissioner Barton, and Judge Sumter voting "Aye". Commissioner Conley and Commissioner Ford voting "No". MOTION PASSED [T1-1337] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to proceed with the Design/Bidding of the empty conduits for Solar Feeds. All voting "Aye". MOTION PASSED [T1-1349] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to proceed with Design/Bidding for the Stormwater Collection/Retention System. MOTION WITHDRAWN Discussion was had regarding the cost savings incentive plan - would be a split between Hays County and Balfour Beatty on any savings in the general conditions and the design/build contingencies. [T1-1700] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve a cost savings incentive plan with Balfour Beatty for the Hays County Government Center (75%-25% split on General Conditions and 80%-20% split on Design/Build Contingencies). All voting "Aye". MOTION PASSED

**27174 APPROVE SPECIFICATIONS AND AUTHORIZE BROADDUS AND ASSOCIATES AND/OR HAYS COUNTY PURCHASING TO SOLICIT REQUEST FOR QUALIFICATION FOR COMMISSIONING SERVICES FOR THE HAYS COUNTY GOVERNMENT [T1-1800]**

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve specifications and authorize Broadus and Associates and/or Hays County Purchasing to solicit request for Qualification for Commissioning Services for the Hays County Government Center which includes mechanical, electrical, HVAC (including supply air and exhaust air), environmental control and testing, adjusting and balancing services. All voting "Aye". MOTION PASSED

**27175 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CLINICAL COMPETENCY AGREEMENT AND CLINICAL EXTERNSHIP AGREEMENT BETWEEN HAYS COUNTY AND KAPLAN UNIVERSITY [T1-2393]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to execute a Clinical Competency Agreement and Clinical Externship Agreement between Hays County and Kaplan University. All voting "Aye". MOTION PASSED

**27176 ACCEPT SURPLUS ROW FROM THE STATE OF TEXAS [T1-2406]**

The surplus property is a drainage easement located on the southwest corner of the CR210 bridge and a corner clip on the northwest corner of IH 35 and CR210. A motion was made by Commissioner Barton, seconded by Judge Sumter to accept surplus ROW from the State of Texas. All voting "Aye". MOTION PASSED

**27177 ALLOW DOUBLE FILL THE ADMINISTRATIVE ASSISTANT II POSITION IN THE FAMILY JUSTICE DIVISION OF THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE POSITION FOR A PERIOD NOT TO EXCEED 5 WEEKS [T1-2638]**

Through attrition the DA's office will have the salary savings to cover the shortage. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to allow the double fill of the Administrative Assistant II position in the Family Justice Division of the Hays County Criminal District Attorney's Office position for a period not to exceed 5 weeks. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley and Commissioner Ford voting "Aye". Judge Sumter voting "No" MOTION PASSED



DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS [T1-625]

Bob Hinkle (Broadus & Associates) spoke of calendar.

**Clerk's Note: Agenda Item #28 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.**

INSTRUCT STAFF TO REQUEST THAT THE CITY OF SAN MARCOS CEASE CONSTRUCTION ACTIVITIES ON FM 110/MCCARTY LANE UNTIL THEY COME INTO COMPLIANCE WITH THE AGREED UPON TERMS OF THE INTERLOCAL AND FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF SAN MARCOS, TEXAS AND HAYS COUNTY FOR THE COMPLETION OF THE MCCARTY LANE AND FM 110 (SAN MARCOS LOOP) ROADWAY IMPROVEMENT PROJECTS DATED APRIL 29, 2008 AND FIRST AMENDMENT DATED ON OR ABOUT JANUARY 12, 2010 [T1-2930]

A motion was made by Commissioner Ingalsbe seconded by Commissioner Conley to table this item. Motion was withdrawn (rescinded). No action taken this date. Commissioner Ingalsbe spoke of meeting with TxDot and the City of San Marcos. TxDot supports our position and she requested that she be allowed to continue to deal with this issue. Judge Sumter spoke of terms of interlocal agreement with the City of San Marcos and need to address the terms. Commissioner Ingalsbe spoke of need to hear from the Feds to see if action by the City of San Marcos will affect reimbursement to the County. The City of San Marcos failed to get TxDot approval of design and a letter from the Federal Government to move forward without federal environmental clearance. Commissioner Ingalsbe spoke of need to get a firm answer from the Feds – this should not affect our reimbursement. The City of San Marcos has invested over \$9 million into the project. Commissioner Ford requested that the minutes reflect that "if it is a portion then we offset it by not issuing that debt".


Court was adjourned.

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I, LINDA C. FRITSCH, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JUNE 15, 2010.



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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** NA

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

**REQUESTED BY:** Hauff


**SPONSORED BY:** Sumter

**SUMMARY:**

The Texas Comptroller is authorized, under Section 74.602 of the Texas Property Code, to allocate a portion of the monies associated with unclaimed capital credits received from electric cooperatives back to counties in the cooperative's service area for use to support programs under Section 381.004 of the Local Government Code. The County must request these funds and certify that funds will be used for purposes as specified under Section 381.004.

The Commissioners Court has previously approved request of these funds for the past two years, with receipt of \$1,014.64 in July 2008 and \$507.32 in July 2009. The current amount available has not yet been determined. The County addresses use of the funds under Section 381.004(f) through support of a children's advocacy center by annual grants under our Community Service Agency Funding program.

Copies of the Comptroller's notification letter and Section 381.004 of the Local Government Code are attached for review.

<div style="text-align: center;"> <b>S U S A N</b>  <b>C O M B S</b> </div>	<div style="text-align: center;"> <b>TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS</b>  P.O. Box 13528 • AUSTIN, TX 78711-3528 </div>
	

June 2, 2010

The Honorable Elizabeth Sumter  
Hays County Judge  
111 E. San Antonio St., Suite 300  
San Marcos, Texas 78666-5557

Dear Judge Sumter:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code (see enclosure).

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

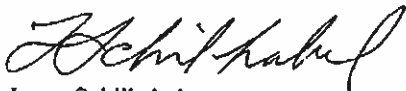
- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by July 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to:

Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Reporting Section  
P. O. Box 12019  
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa Flores by e-mail at [elisa.alice.flores@cpa.state.tx.us](mailto:elisa.alice.flores@cpa.state.tx.us) or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,



Larry Schilhabel  
Section Supervisor  
Holder Reporting Section

cc: Elisa Flores

LOCAL GOVERNMENT CODE  
SUBTITLE B. COUNTY PLANNING AND DEVELOPMENT  
CHAPTER 381. COUNTY DEVELOPMENT AND GROWTH

§ 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS  
IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an

amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, § 3, eff. Aug. 28, 1989.  
Amended by Acts 1997, 75th Leg., ch. 1037, § 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, § 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, § 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, § 2(109), eff. Sept. 1, 2003.

## *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:** Ratify submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, FY10 Cops Technology Program for up to \$40,000.00 for replacement of the radio communications system in the County Jail.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** No match required

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

**REQUESTED BY:** Ratliff/Robinson/Hauff

**SPONSORED BY:** Sumter

**SUMMARY:**

On March 11, 2010 the Hays County Sheriff's Office was advised by the U.S. Department of Justice of pending funding availability of approximately \$40,000.00 through the 2010 COPS Technology Program grant for the "Hays County Police Equipment and Technology Upgrades" project. This project involves upgrading the current radio communications system in the County Jail through replacement of the nearly 20-year old equipment now in use. This will include 47 hand-held radios, chargers, 8 base stations, a repeater, installation, and licensing. Hays County must go through the grant application process in order to access these funds that have essentially been allocated for this project. The grant application process opened in early June with a deadline of June 25, 2010 for electronic application submission.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

#### **AGENDA ITEM:**

**Authorize use of Countywide Self Insurance to fund partial cost of purchasing a replacement vehicle in the Sheriff's Office.**

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** 15,346 estimated

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-645-00.5342 Countywide Self Insurance

**REQUESTED BY:** Ratliff

**SPONSORED BY:** Sumter

#### **SUMMARY:**

Hays County patrol vehicle, 2006 Ford Crown Victoria Unit #613, was totaled in an accident.

Estimated Replacement Cost	\$21,346
Insurance Claim	<u>6,000</u>
Amount Requested	\$15,346



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize use of Countywide Self Insurance to fund partial cost of purchasing a replacement vehicle in the Sheriff's Office.

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$15,346.00

**LINE ITEM NUMBER:**001-645-00.5342

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

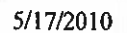
## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## *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 budget amendment for Justice of the Peace 1-2.**

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

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: \$325.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**\$163.00 from 001-609-00.5211 (office supplies) & \$162.00 from 001-609-00.5212 (postage) to 001-626-00.5551 (continuing education)**

**REQUESTED BY: Margie Hernandez**

**SPONSORED BY: Judge Sumter**

**SUMMARY: Additional funds are needed for Judge Hernandez to attend the Texas Justice Court Judges Association conference on July 6-9, 2010.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve budget amendment for Justice of the Peace 1-2.

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$325.00

**LINE ITEM NUMBER:** \$163.00 from 001-609-00.5211 (office supplies) & \$162.00 from 001-609-00.5212 (postage) to 001-626-00.5551 (continuing education)

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** AUTHORIZE THE COUNTY JUDGE TO ENTER INTO A CONTRACT WITH MILLIMAN, INC. TO PROVIDE ACTUARIAL EQUIVALENCE TESTING FOR THE RETIREE DRUG SUBSIDY (RDS)

Milliman Inc. will determine whether the Hays County retiree pharmacy plan provides creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Service.

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

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

**PREFERRED MEETING DATE REQUESTED:** Tuesday, JUNE 29, 2010

**AMOUNT REQUIRED:** \$2200

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Baen

**SPONSORED BY:** Sumter

**SUMMARY:** See attached.



**Engagement Contract –  
Actuarial Equivalence Testing for the Retiree Drug Subsidy**

This Agreement is entered into between Milliman, Inc. ("Milliman") and County of Hays ("Company") as of the date below. Company has engaged Milliman to determine whether Company's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). In consideration for Milliman agreeing to perform these services, Company agrees as follows.

- 1. SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook located at "rdstuary.com" is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:
  - A.** Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.
  - B.** For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
  - C.** If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2011.
  - D.** If Company's plan(s) fail the actuarial equivalence test, Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
  - E.** Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.
- 2. LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman, its officers, directors, agents and employees, shall not be liable to Company, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of three (3) times the professional fees paid to Milliman with respect to the work in question. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.
- 3. DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall

have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

- 4. CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
- 5. NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
- 6. CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.
- 7. DATA RELIANCE.** Company will upload data to Milliman's Website [www.rdsactuary.com](http://www.rdsactuary.com), as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.  
  
On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.
- 8. AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.
- 9. USE OF MILLIMAN'S NAME.** Company agrees that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any

Milliman

01/08



media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

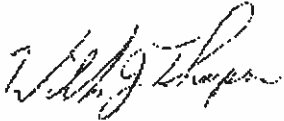
**10. FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

Professional fees for services are listed below. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

The fee for plan year ending in 2011 is \$2,200.00.

**MILLIMAN, INC.**

By:



Name: William J. Thompson

Title: Principal & Consulting Actuary

Date: June 15, 2010

**COMPANY**

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

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

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

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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approval to hold on-line auction with Rene Bates Auctioneers for the disposal of surplus, seized, wrecked and abandoned vehicles for the Sheriff's Department and authorize Purchasing to set date and advertise.**

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Broadbeck

**SPONSORED BY:** Sumter

**SUMMARY:** see attached

no County Unit # C.M. 1 1998 C.M. Horse Trailer  
+ AG Vin # 49THB1422W1035774 QTW 3000 LBS  
Seized 2" Bulldog Hitch with elect BRAKE Tires  
Account in OK Shape. Spare is Flat. Big Tack Room.

no County Unit # C.M. 2 1997 C.M. Stock Trailer  
TAG Vin # 49TSB1622V1030950 Gross Weight 3,000 LBS.  
Seized 2" Bulldog hitch with electric BRAKE. Good tires  
Account. + Spare

no County Unit # FL 1 1997 Feather Lite Horse Trailer  
TAG Model # 5444 GW. 2218 LBS. Rear Axle Rating 3182 KG  
Vin # 4FG-L0202-7-WH105634  
Tires OK. Tack Rm. & Sleeper Leaks Water.  
Goose neck hitch with electric Brakes.

NO County Unit# BT1 2000 F-150 Extended CAB P.U.  
TAG. Vin# 1FTRX17W7YKA62319 185986 miles  
Seized 4.6L V8 Engine Starts + Runs but has engine  
Unit. Miss. DP Missing In TRANS. Tailgate in Bad Shape  
Rest of Body in OK. Shape. Seized Unit.

no county Unit# W1 1978 1Ton Dually Wrecker  
TAG. Vin# CCL338V122141 136231 miles  
Seized 454 V8 700 Holley CARB Edelbrock Intake Headers.  
Unit. Interior In Bad Shape. PTO + Sling Lifts Both  
Work. Ft. End. needs Ball Joints + tie rod Ends.  
A Arm Bushings. Engine Ran Good when Started.  
Seized Unit.

213364 Unit# VA1 2001 Dodge Grand Caravan Sport.  
Vin# 2B4GP44361R212248 100,000 plus unknown  
HAS Engine Knock. No Body Damage. Interior  
Good shape but Dirty. HAS Wheel Chock Access  
Ramp. 3.3 V6. Needs To Be Towed.

015294 Unit# 613 2006 C.V. 4.6L V8  
Vin# 2FAPP71W76X125479 65,000 miles  
Salvage CAR: Engine + TRANSMISSION Gone  
Dash Instruments Missing; Driver's Air Bag Deployed.  
All Body Bnd. Interior OK. Needs To Be Towed.

12025 Unit# 108 2001 C.V. 4.6L V8  
Vin# 2FAPP71W31X116822 102,844 miles  
Ft. Header + Grill Missing No Fuse Box, Driver's  
Door Panel Missing. Engine + TRANSMISSION were  
Fine when we Stopped CAR. Interior FINE.  
SALVAGE CAR. All Body Parts OK.  
Needs to Be Towed.

113688 Unit# 510 2005 C.V. 4.6L V8  
Vin# 2FAPP71W25X129843 89,223 miles  
SALVAGE CAR: Ft. Header Panel Cracked. Paint Peeling  
Rt Side Door Dent Missing Interior Parts Engine  
Runs Fine TRANSMISSION Slips.  
Need to Be Towed.

213681 Unit# 512 2005 C.V. 4.6L V8  
Vin# 2FAFP71WX5X129850 99537 miles  
Interior Dirty but in good Shape. Paint Peeling  
on Roof + Hood. No Dents. Needs Battery. but  
Runs Good. Cold A/C

213677 Unit# 517 2005 C.V. 4.6L V8  
Vin# 2FAFP71W35X129849 109586 miles  
Interior Dirty but in Good Shape. Roof + Hood Paint  
Peeling. No Dents. Good tires, Starts + Runs  
Good. Cold A/C

213691 Unit# 519 2005 C.V. 4.6L V8  
Vin# 2FAFP71W95X129841 135443 miles  
Interior in Good Shape. This is A UN-MARKED CAR  
with Highway miles. Paint Peeling on Hood + Roof.  
Tires Good. Starts + Runs Good.

013693 Unit #507 2005 C.V. 4.6L V8  
Vin #2FAFP71W05X129842 118236 miles  
Interior In Fair Shape. Paint Peeling on Hood.  
No Dents. Starts & Runs Good Cold A/C Tires Good.

013686 Unit #508 2005 C.V. 4.6L V8  
Vin #2FAFP71W25X129857 104198 miles  
Interior Dirty. Paints Chips But no Dents  
Starts & Runs Good. A/C Cold. Tires Good.

013689 Unit #509 2005 C.V. 4.6L V8  
Vin #2FAFP71W65X129845 131285 miles  
Interior Fair But Dirty. Paint Peeling on trunk &  
Hood. Good tires. Starts & Runs Good.

013684 Unit #511 2005 C.V. 4.6L V8  
Vin #2FAFP71W95X129855 130224 miles  
Interior Fair. Paint Peeling on Roof. Rt Rear Fender  
Dent. Catalytic Converters Rattling. Tire OK.  
Needs Battery. Engine Runs Good.

012796 Unit# 309 2003 C.V. 4.6L V8  
Vin# 2FAFP71W73X158378 162901 miles  
Interior Clean + Good Shape. Runs but needs  
Battery Body in Good Shape. Cold Ak

013216 Unit# 403 2004 C.V. 4.6L V8  
Vin# 2FAFP71W44X118339 100124 miles  
Driver Seat Torn, Lumbar Switch Broken.  
Paint OK. No Dents. Good Tires. Battery Good  
Starts + Runs Good. Cold Ak

013680 Unit# 503 2005 C.V. 4.6L V8  
Vin# 2FAFP71W35X129852 121946 miles  
Interior Dirty But in good Shape. No Body Damage  
Paint still Good. Starts + Runs Good. Cold Ak  
Good tires

013674 Unit# 506 2005 C.V. 4.6L V8  
Vin# 2FAFP71W85X129846 110657 miles  
Starts + Runs Good. Needs Battery. Cold Ak  
Interior in fair Shape. Small Dent Rt. Ft.  
Fender. Paint in good shape. Tires in Good  
Shape.

12788 Unit #304 2003 C.V. 4.6L V8  
Vin # 2FAFP71W53X158380 138158 miles  
Interior Worn + Dirty. Dent in Left Rear.  
Paint Peeling on Hood. Need Battery  
Engine Runs. A/C Cold.

12793 Unit #305 2003 C.V. 4.6L V8  
Vin # 2FAFP71W13X158375 102156 miles  
Interior worn + Dirty. No Dents. Paint is Peeling  
Need Battery But Runs. Cold A/C

12787 Unit #306 2003 C.V. 4.6L V8  
Vin # 2FAFP71W73X158381 131266 miles  
Engine Runs need Radiator Cooling Fans  
Paint Peeling No Dents. Interior Rough. Dr. Door  
Panel Broken. Cold/A/C

12791 Unit #307 2003 C.V. 4.6L V8  
Vin # 2FAFP71W93X158379 129509 miles  
Needs Battery but Runs. Interior In Good Shape  
Body has Hair Dents. Paint on Roof Peeling.  
No A/C



013680 Unit # J-01<sup>3</sup> 1998 C.V. 4.6L V8  
Vin # 2FAFP7BW4WX122777  
Salvage Car - Engine Has Rod Knock.  
Ft. Header Panel + Grill Gone. Transmission OK.  
Interior Fair. Door + Fender in Good Shape

11654 Unit # J-02 1998 C.V. 4.6L V8  
Vin # 2FAFP71W4WX16999 106117 miles  
Salvage Car. Took Ft. Header Panel + Grill off.  
Engine OK. but Transmission Slips.  
Interior Good but Dirty

9807 Unit # P5  
Vin # 1G1BL52P6RR147478  
Interior Fair need cleaning. No Body Damage  
Engine Does not start or Run. Driver Window  
Does not work.

12440 Unit #207 2002 C.V. 4.6L V8  
Vin # 2FAFP71W62X154501 139550 miles  
Starts + Runs Good. Cold A/C, Good tires  
Interior needs to be cleaned. Hail Damage Hood,  
Roof & trunk. Paint peeling on Rt. Ft. Fender &  
Drivers Rear Door.

012792 Unit #301 2003 C.V. 4.6L V8  
Vin # 2FAFP71W33X158376 167412 miles  
Runs Good But needs Battery. Cold A/C  
Drivers Seat has hole. Hail Damage. Holes in Ft.  
Bumper Cover. Needs tires

012754 Unit #302 2003 C.V. 4.6L V8  
Vin # 2FAFP71W53X158377 147706 miles  
Runs but need Battery. Cold A/C. Interior Fair  
But Dirty. Hood & Roof Paint Peeling. Ft. Bumper  
Cover Torn

012786 Unit #303 2003 C.V. 4.6L V8  
Vin # 2FAFP71W03X158383 157114 miles  
Engine Turns over but does not Run. Paint  
peeling on hood; Roof, & Trunk. Tires Bad.  
Rear Bumper Cover is torn

# Sheriff's Dept. Auto Auction

5/21/10

County Tag #

12026 Unit #104 2001 C.V. 4.6L V8  
Vin# 2FAFP71W71X116810 124151 miles

Engine Runs Good A/C Blows Cold.

Dent in Rt. Ft. Fender; Paint Chipping on Roof

Rear Bumper Tear, Interior in Fair Shape, but dirty.

Needs Battery. Tires Fair

11722 Unit #001 2000 C.V. 4.6L V8

Vin# 2FAFP71W9YX113532 114119 miles

Needs Battery but Engine Runs Good. A/C Blows Cold.

No Body Damage. Interior in Good Shape needs cleaning

Tires in OK Shape.

12372 Unit #201 2002 C.V. 4.6L V8

Vin# 2FAFP71W12X132857 130452 miles

Needs Battery but engine Runs Good. A/C Blows Cold

Holes in Ft. Bumper Cover. Interior Dirty. Tires

need to be Replaced.

2375 Unit #202 2002 C.V. 4.6L V8

Vin# 2FAFP71W32X132858 119926 miles

needs Battery Engine Runs Cold A/C. Ft Bumper

has holes + Rear Bumper Torn. Hood + Rt Side Door Peeling

paint. No Dents. Needs tires

## ✓ 2010 Auto Auction

Unit # 1A2 2003 E4SD HANDICAP BUS

Vin # 1FDXE45S83HB33147 111073 miles

MFA DATE 4/03 GVWR 14050 LBS.

HAS Ricon wheel chair lift 800 LBS. MAX.

Rt. Ft. Side + Door Damage

Engine Runs on Propane RAN when Parked.

Seats + Floor in Good shape But Dirty.

Tires in Good shape.

Rt. Ft. TIRE RUBS Fender when Turning.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve renewal of existing Bid #2006-B17 "Furnish and Install Guardrail" with Roadway Specialties Inc. for one additional year as provided for in the original bid.**

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

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

**SPONSORED BY:** Sumter

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

ROADWAY SPECIALTIES, INC

JUN 14 2010

RECEIVED



ORIGINAL

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
111 E. San Antonio Street, Suite 101  
San Marcos, Texas 78666

512-393-2273

Fax: 512-393-2276

www.co.hays.tx.us

Bill Herzog, CPA  
County Auditor  
bherzog@co.hays.tx.us

Cindy Maiorka, CPPB  
Purchasing Manager  
cindym@co.hays.tx.us

Roadway Specialties  
P O BOX 90309  
Austin Texas 78709

June 9, 2010

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

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

Please find enclosed the tabulation sheet.

Sincerely,

Andrea R. Soto

Purchasing Specialist

Signature

Printed Name

Company Name

*[Handwritten Signature]*  
JUNE 15, 2010  
DANETTE SHELTON, PRESIDENT  
Roadway Specialties, Inc.

**Bid Sheet**  
**Furnish & Install Guardrail**  
**Bid #2006-B17**

Item	Description	Unit Price	Unit Price
		New	Used
1.	Install timber posts	<u>50° EA</u>	<u>30° EA</u>
2.	Install offset block	<u>11° EA</u>	<u>8° EA</u>
3.	Install terminal anchor	<u>395° EA</u>	<u>350° EA</u>
4.	Install reinforced concrete	<u>95° SY</u>	<u>95° SY</u>
5.	Install steel beam guard rail	<u>14° LF</u>	<u>9° LF</u>
6.	Install steel post	<u>225° EA</u>	<u>165° EA</u>
7.	Install standard 11" radius terminal section (flared end wing)	<u>75° EA</u>	<u>50° EA</u>
8.	Remove & replace steel posts	<u>250° EA</u>	<u>200° EA</u>
9.	Remove & replace offset block	<u>11° EA</u>	<u>8° EA</u>
10.	Remove & replace steel beam guard rail	<u>14° LF</u>	<u>9° LF</u>
11.	Remove & replace standard 11" radius terminal section (flared end wing)	<u>80° EA</u>	<u>55° EA</u>
12.	Mobilization costs	<u>550° EA</u>	<u>4550° EA</u>
13.	Terminal section GF-61	<u>350° EA</u>	<u>350° EA</u>
14.	Terminal anchor	<u>395° EA</u>	<u>350° EA</u>

**Bid Due: June 15, 2006 no later than 2:00 pm**

*single guardrail terminal  
(SGT)  
TY1*

*[Signature]*

*6/15/06*

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

Company Name Roadway Specialties, Inc.

Rep's Name Jay M. George DANETTE SHELTON

Address P.O. Box 90309

Austin, TX 78709

Phone (512) 280-6666 Fax (512) 280-6066

Signature [Signature] [Signature]

Printed Name Jay M. George DANETTE SHELTON





June 25, 2010

Jeff Turner  
Emergency Management Coordinator  
Hays County  
102 N LBJ Dr., Ste 303  
San Marcos, TX 78666

Dear Jeff,

**SUBJECT: Letter Proposal—Organizational Assessment—San Marcos/Hays County EMS**

Mission Critical Partners, Inc. (MCP) appreciates the opportunity to provide this proposal for professional services pertaining to an organizational assessment of the San Marcos/Hays County Emergency Medical Service (SMHCEMS). Specifically, and per our conversation, this assessment is to focus primarily on the governance structure that provides administrative and management oversight of the ambulance service.

MCP is committed to Hays County and is thankful for the confidence you continue to demonstrate in allowing MCP to support the operations, goals, and objectives of Hays County emergency services. The MCP team serves as an independent agent with extensive experience in local government management roles—roles with a focus on emergency services and public safety. We assist Hays County and the SMHCEMS board by bringing subject matter expertise in emergency services with focus on public policy development, governance, management, operations, planning, design, procurement, deployment, and implementation.

Our philosophy in serving the SMHCEMS board is one where you—our client—come first. We believe our local presence there in Hays County enables MCP to provide a level of support that demonstrates our commitment to Hays County and its emergency services. Our support revolves around our commitment to you—and our understanding of the need to blend administration, governance, public policy, fiscal planning, operations, and technology together to serve the collective purposes of public safety and emergency services.

In the effort to assist Hays County with an organizational assessment of the San Marcos/Hays County EMS, a proposal has been requested that details the level of effort for such support. A description of this effort is found on the following pages.

**MissionCriticalPartners**

1103 Mockingbird Lane | Keller, TX 76248-2904 | 888.8.MCP.911 (888.862.7911) | 817.993.0675 | [www.MCP911.com](http://www.MCP911.com)

Jeff Turner  
Page 2  
June 25, 2010

We look forward to our continued and ongoing dialogue. Please contact me with any questions and/or comments that you may have. I can be contacted at 864-809-9911 (cell), 817-213-6919 (office), or via email at [davidjones@mcp911.com](mailto:davidjones@mcp911.com).

Kind regards,

MISSION CRITICAL PARTNERS, INC.

A handwritten signature in black ink, appearing to read 'David F. Jones', with a stylized flourish at the end.

David F. Jones, ENP  
Vice President/Principal



## COMPANY PROFILE

Mission Critical Partners, Inc. (MCP) is committed to delivering top quality management and organizational consulting services to help mission critical managers excel in meeting challenges. Headquartered in State College, Pennsylvania, with offices in Harrisburg, Pennsylvania, and Keller, Texas (near Dallas), MCP serves clients throughout North America. Our award-winning team consists of former public safety managers, project management professionals (PMPs), and technology, forensic and policy specialists. MCP principals have each invested more than two decades in the emergency service industry and continue to serve in key leadership roles in all the major 9-1-1 industry organizations—NENA, APCO, and 9IA—and as advisors to key federal and state governmental bodies. Our mission is to support our life safety communications clients through improved policy, systems, and processes. Our mission is to be your partner.

Our approach, as former clients ourselves, is to provide optimal service that fits the mission critical emergency services environment. Through this approach, we serve our clients so you can be the best at what you do. An important value we bring is the understanding of how policy, financing, governance, operations, and technology converge to holistically solve complex issues. We are committed to being listeners, responsive, consistent, accountable, objective and visionary.

We recognize that complex issues require progressive solutions. MCP works closely with the public and private sector to develop a sound approach by first seeking to understand the challenge, analyzing the data and information available and developing a durable resolution to the challenge. This is accomplished by working with industry professionals and converging available options into reliable solutions. We provide unbiased recommendations and are independent of vendors providing mission critical products.

Our service areas include:

- Executive Consulting/Master Planning
- Next Generation 9-1-1 Services
- Facility/Technology Integration
- Broadband Deployment
- Consolidation Services
- Emergency Management Communications
- Forensics/Systems Analysis

MCP stands ready to serve you as:

**“YOUR PARTNER, YOUR ADVOCATE, YOUR AGENT FOR INNOVATIVE SOLUTIONS”**



## BACKGROUND

San Marcos/Hays County Emergency Medical Service (SMHCEMS) was formed and incorporated by the city of San Marcos and Hays County in 1983 as a not-for-profit corporation. SMHCEMS is owned and controlled jointly by both the city of San Marcos and Hays County. SMHCEMS provides emergency ambulance services to the cities of San Marcus, Kyle, Buda, Mountain City, and Niederwald, as well as a large part of the unincorporated areas of Hays County. SMHCEMS also provides emergency and nonemergency transfer service from the San Marcos area.

MCP has been asked to provide this proposal to Hays County and SMHCEMS to support an organizational assessment and Board structure review—all in the effort to improve the oversight efficiencies of the SMHCEMS.

Hays County and SMHCEMS is seeking an organizational review that focuses on the following four items:

- Three to five year strategic plan
- Governance document(s) review (by-laws, etc.)
- Oversight board composition
- Review of Medical Director contract, appointment process, performance expectations and measurements, and salary

Additionally, Hays County and SMHCEMS is seeking a review of the current billing methodology and a comparison of the current collection rate with other EMS organizations in the region.

## PROJECT SCOPE

It is expected that the consultant will conduct a comprehensive analysis and evaluation of the objectives identified below. The sum total of each of these objectives and the related issues herein described is considered the essence of the project scope.

1. Conduct the organizational assessment (with the focus on the governance and oversight role of the SMHCEMS board);
  - a. Working with the SMHCEMS board, provide a draft three-to-five-year strategic plan for review and input of all SMHCEMS-identified stakeholders
  - b. Working with the SMHCEMS board, develop recommendations for revisions and/or improvements to the governance documents of the SMHCEMS



- c. Provide an assessment of the SMHCEMS board composition and terms of board members
  - d. Provide an assessment of the current Medical Director contract, appointment (selection) process, duties, performance expectations and measurements, and applicable salary
2. Provide an assessment of current billing methodology with recommendations for potential improvement in cost recovery
  - a. Prepare a comparison of the current collection rate with other EMS organizations in the region. This is subject to the public availability of pertinent and relevant data.

## **APPROACH**

MCP places extraordinary emphasis upon the quality of our work we do to generate client success. MCP commits a principal and senior level staff to the SMHCEMS project. MCP is prepared to commit this experienced staff to serve as your project team. The MCP approach is to develop a plan with SMHCEMS by listening and understanding the formal and informal influences upon the public safety program. We develop a comprehensive plan by employing tools and processes that emphasize understanding, communication, documentation, and accountability.

Our team who serves the SMHCEMS board includes former local government administrators and public safety/emergency services directors. MCP believes our staff experience in serving the public through former roles in public safety provides a more holistic perspective for a comprehensive organizational analysis. We dedicate a team to serve Hays County that shares a passion for public safety.

We approach this project with recognition that we are responsible to understand the objectives of the SMHCEMS board, to put processes in place, to manage those processes, to be held accountable for results, and to continuously communicate status, action items, and metrics.

MCP defines the project objectives for all aspects of the project through a formal initiation meeting with the SMHCEMS board. Essentially, we ask the question of SMHCEMS, "What is success?" By defining success, we can institute a plan to effectively achieve the objectives of the engagement. Our process follows PMI methodologies by creating a project charter that encompasses:

- Project scope
- Project schedule
- Project budget
- Project objectives
- Project purposes



- Project deliverables
- Project controls

MCP also establishes a project communications plan with the SMHCEMS board to assure there are clear lines of communication. Defined are communications methodology, frequency, rhythm, and points of contact. MCP commits to communicating at a high level throughout the project to attain project objectives.

MCP initiates the project with a client initiation meeting. This meeting is designed to establish an in-depth understanding of the formal—and informal—issues related to the SMHCEMS project. During this meeting, we finalize the project charter noted above.

Regarding data gathering from area EMS organizations, such may be subject to the public availability of pertinent and relevant data; further, SMHCEMS may be asked to assist with facilitation in such data gathering.

## **PROJECT COST FOR PROFESSIONAL SERVICES**

Professional services, as outlined, will be provided for a fixed fee of **\$29,600**, including all expenses. Any additional services will be performed based on the then-current fee schedule. Prior to initiating such additional work, MCP would require a formal letter of authorization from the SMHCEMS board.

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

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

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

**To establish: a stop sign on Green Oak Drive at Deer Creek Circle.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

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

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**AGENDA ITEM: Hold a public hearing to establish traffic regulations in Heritage Oaks subdivision.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

To establish: a "No Parking" zone on Heritage Oaks Drive on the east side of the road just north of the intersection with SH 290.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



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

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

**AGENDA ITEM: Hold a public hearing to establish traffic regulations on Onion Creek Ranch Road.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

**To establish: a "No Parking" zone at the dead-end, cul-du-sac portion of the road.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

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

**Hays County Commissioners' Court**

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

**AGENDA ITEM: Discussion and possible action regarding County maintenance responsibilities for ROW along the portion of Bell Springs Road that runs atop the length of River Oaks Ranch Dam.**

<b>TYPE OF AGENDA ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
----------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: Undetermined**

**LINE ITEM NUMBER OF FUNDS REQUIRED: Possibly reserves**

**REQUESTED BY: Borcharding**

**SPONSORED BY: Ford**

**SUMMARY: Ref: March 30 discussion of this topic.-----A recent TCEQ inspection of the River Oaks Ranch Dam concluded that the dam is in poor condition. Todays discussion will center around the question of ownership of the dam, potential liability, and immediate needs. Staff will make recommendations regarding possible action of the Court.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

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

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

**AGENDA ITEM: Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for The Vineyard subdivision, Phase 1.**

<b>TYPE OF AGENDA ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY: The maintenance bond for The Vineyard subdivision, Phase 1 expired October 16, 2009. The Road Department has inspected and recommends its acceptance for maintenance. The roads included for acceptance include: Napa Court (1,116 ft), St. Helena Court (555 ft), Glen Ellen Court (900 ft) and Tuscany Drive (4,171 ft).**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



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

---

June 18, 2010

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

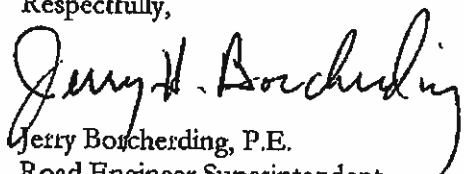
RE: The Vineyard Subdivision, Phase

Dear Commissioners and Judge:

Steve Tucker, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in The Vineyard Subdivision, Phase 1. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Lee E. Line, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

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

Respectfully,

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

Lee E. Line, P.E.

Civil Engineer



P.O. Box 2713

Fredericksburg, TX 78624

Phone/Fax 830-990-9483

lline@austin.tx.com

September 11, 2007

Mr. Jerry H. Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road and Bridge Department  
P.O. Box 906, 2171 Yarrington Road  
San Marcos, Texas 78667-0906

RE: Completion Letter  
The Vineyard Subdivision, Phase I

Dear Mr. Borcharding:

Road and drainage construction items for the Vineyard Subdivision, Phase I have been completed in substantial accordance with plans and specifications approved by Hays County on February 7, 2006 except as noted on "as-built" construction drawings.

Respectfully submitted,

*Lee E. Line*

Lee E. Line, P.E.



9/11/07

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906  
San Marcos, TX 78667  
<http://co.hays.tx.us>

512/393-7385 EXT 29  
CELL: 512/738-2555  
FAX: 512/393-7391

**INSPECTION REPORT**

LOCATION:	<u>The Vineyard Subdivision</u>	DATE:	<u>6/18/2010</u>
OWNER:	<u>Steve Tucker</u>	WEATHER:	<u>                    </u>
CONTRACTOR:	<u>Lowden</u>	TIME:	<u>                    </u>
INSPECTOR:	<u>Todd Spencer</u>		

**SITE OBSERVATIONS:**

**All Punchlist Items Have been completed**

A handwritten signature of Todd Spencer in black ink.

Todd Spencer, Construction Inspector

6/18/2010

Date

## *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:**

**10-3-10 Amending Plat of Lots 130, 154, and 155 of Wimberley Campfire #2, Section 3 (3 Lots). Discussion and possible action to consider waiving preliminary plan and notification requirements; consider a variance from Section 10.1 of Hays County OSSF regulations and approve final plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

#### **SUMMARY:**

The Wimberley Campfire Subdivision aka Cedar Oaks Mesa was platted in 1973. At that time there were 297 lots platted in 6 sections with over 300 records today. Currently these three are owned by two individuals who would like to combine them into 2 newly configured lots. If approved, lot 130A will be .363 acres in size and lot 155A will be .325 acres in size. Both of these lots have permitted on-site sewage facilities and existing residences. At the time of original platting these lots met the minimum lot size and each lot can be permitted an OSSF based on those sizes. The newly created lots will not meet current Hays County minimum lot size requirements therefore requires a variance from local regulations.

As this action is a combination of existing lots and decrease in density, regulations allow for the waiver of public hearing and preliminary plan. Both lots will be served by the Cedar Oaks Mesa public water supply.

**BEARING BASIS**  
 BEARING BASIS IS BASED ON THE WEST LINE OF LOTS 104, 105, 106 AND 107, WHICH ARE SHOWN ON PLAT RECORDS RECORDED IN VOLUME 1, PAGE 325 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

**FLOODPLAIN NOTE:**  
 THIS PROPERTY IS LOCATED WITHIN ZONE X, AREAS DETERMINED TO BE FLOODPRONE BY THE TEXAS DEPARTMENT OF AGRICULTURE AND FORESTRY, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

THIS ROAD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING UNLESS THE STRUCTURES ARE DESIGNED TO BE FLOOD PROOF.

**GENERAL NOTES:**  
 1. THIS SURVEY IS SUBJECT TO ALL CONVEYANCE NOTES AND PLAT RECORDS OF HAYS COUNTY, TEXAS.  
 2. THE SURVEY IS BASED ON THE PLAT RECORDS OF HAYS COUNTY, TEXAS, VOLUME 1, PAGE 325.  
 3. SETBACKS: STREET 50 FEET

LEGEND	
PROPERTY LINE	PROPERTY LINE
1/2" IRON ROD WITH "DOUGLASS"	1/2" IRON ROD WITH "DOUGLASS"
1/4" IRON ROD WITH "DOUGLASS"	1/4" IRON ROD WITH "DOUGLASS"
1/2" IRON ROD WITH "DOUGLASS"	1/2" IRON ROD WITH "DOUGLASS"
(UNLESS NOTED)	(UNLESS NOTED)
VOLUME	VOLUME
RIGHT-OF-WAY	RIGHT-OF-WAY
PLAT RECORDS	PLAT RECORDS
PLAYS COUNTY, TEXAS	PLAYS COUNTY, TEXAS
VOLUME 1, PAGE 325	VOLUME 1, PAGE 325
(.....)	(.....)





## *Agenda Item Request Form*

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

#### **AGENDA ITEM:**

**10-3-11 Revised Plat of 159A and 159B, Springlake Subdivision (2 Lots). Discussion and possible action to consider waiving preliminary plan and notification requirements; approve final plat.**

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

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

The Springlake subdivision is located of Springlake drive, north of the intersection of RR 12 and HWY 290 in precinct 4. The appraisal district currently shows 220 records in the division. Lots 159A and 159B are both owned by the same person, who wishes to move the lot line between them. Each lot is currently 2.3 acres in size and the revision will reduce lot B by 1 acre. The new lot sizes will be Lot A (3.46 ac) and Lot B (1.3 ac). The lots will be served by a public groundwater source from Dripping Springs Water Supply and individual permitted on-site sewage facilities. The existing/permitted OSSF on Lot B is a low pressure dosed system. Under the 1997 OSSF rules this system was classified as a conventional system and required a larger lot 1.5 acres in size, compared to 1 acre for an advanced systems. Under our currently drafted regulations, we recognize a LPD system to be an advanced method of treatment. If the variance was approved then Lot 159B (1.3 acres) could be platted below the minimum lot size of 1.5 acres.

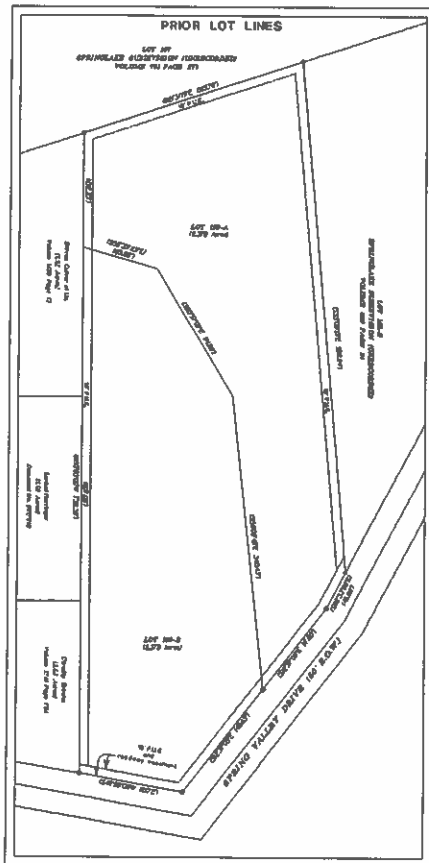
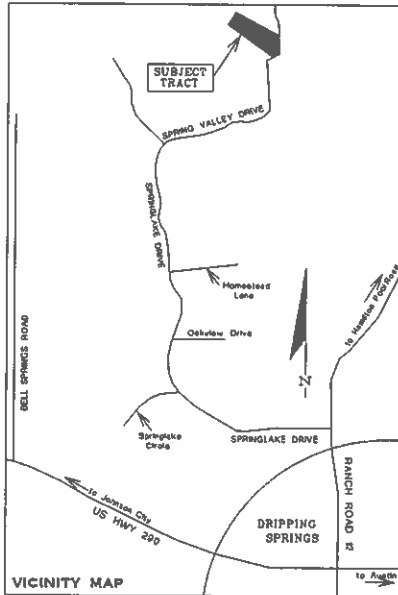
As this action is a lot line revision of existing lots, regulations allow for the waiver of public hearing and preliminary plan.

# REVISED PLAT OF LOT 159-A AND LOT 159-B OF LOT 159 SPRINGLAKE SUBDIVISION

A Subdivision in Hays County, Texas

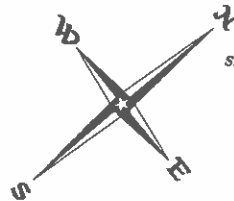
NOTE: Preliminary Plan for Inspection Purposes Only

Approval of this preliminary plan does not constitute approval of any deviation from the County's land development regulations in the final plat, construction plan or site plan stage, unless such deviations have been specifically requested in writing and subsequently approved in writing by the County. Such approvals do not relieve the engineer of the obligation to modify the design of the project if it does not meet all other County land development regulations or if it is subsequently determined that the design would adversely impact the public's safety, health, welfare or property.



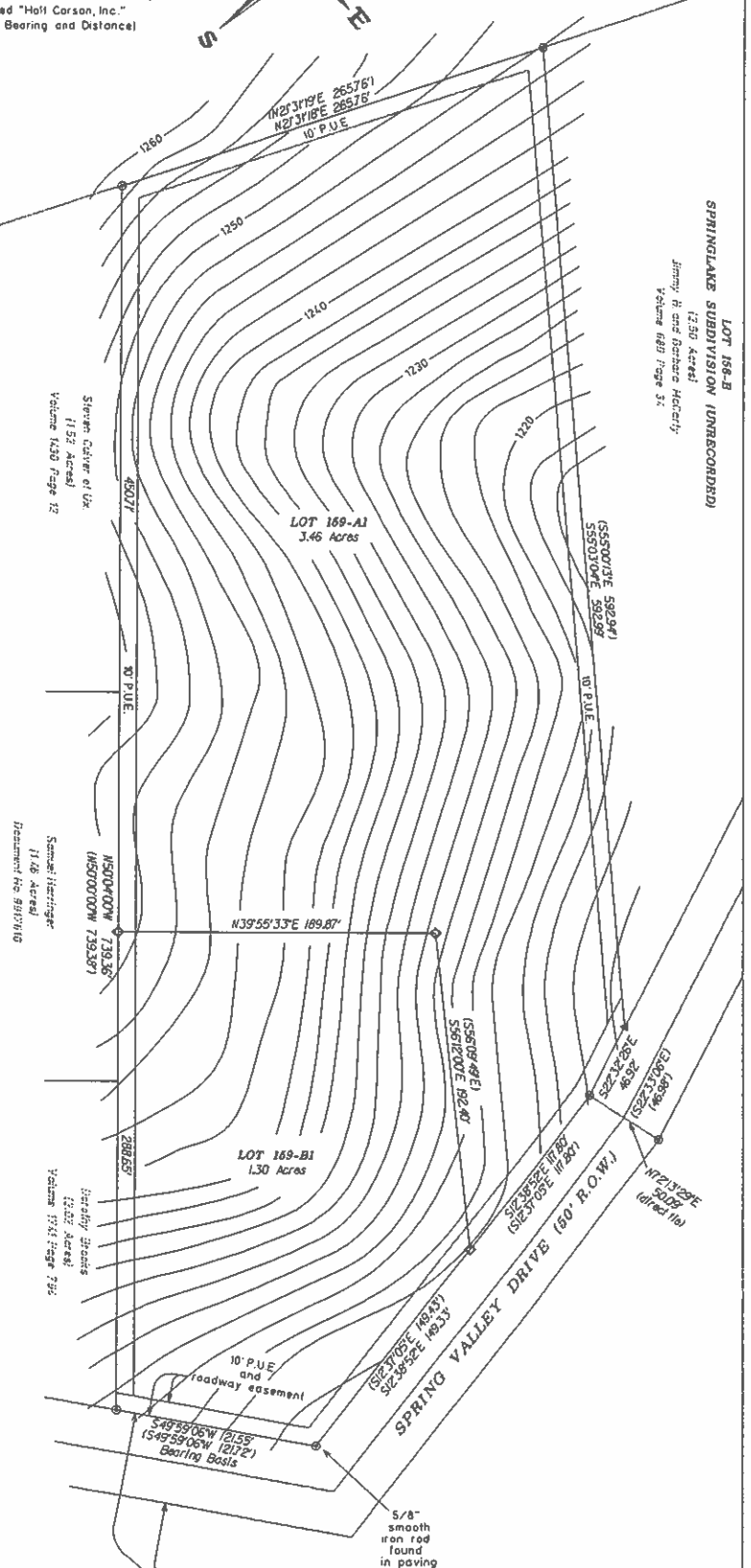
SCALE 1" = 50'

Legend  
 ▲ 60D Nail Found  
 ● 1/2" Iron Rod Found (unless noted)  
 □ 1/2" Iron Rod Set with Plastic Cap imprinted "Holt Carson, Inc." (Record Bearing and Distance)



LOT 167  
 SPRINGLAKE SUBDIVISION (UNRECORDED)  
 12.63 Acres  
 Eric and Lisa K. Greenville  
 Volume 3183 Page 887

LOT 159-B  
 SPRINGLAKE SUBDIVISION (UNRECORDED)  
 12.50 Acres  
 Jimmy H. and Barbara H. Harty  
 Volume 1689 Page 31



Right-of-Way dedication to Hays County and the public  
 per Volume 588 Page 235  
 and right-of-way easement  
 per Volume 300 Page and Volume 328 Page 206

Page 1 of 2

HOLT CARSON, Incorporated  
 PROFESSIONAL LAND SURVEYORS  
 1804 FORTVIEW ROAD  
 AUSTIN, TEXAS 78704  
 (512) 442-0880

772148.dgn

REVISED PLAT OF  
LOT 159-A AND LOT 159-B  
OF  
LOT 159 SPRINGLAKE  
SUBDIVISION

A Subdivision in Hays County, Texas

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

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

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

Jerry Borcherting, P.E., Director  
Hays County RTPD

Date

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

Date

SURVEYOR'S CERTIFICATION:

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby state that to the best of my skill and knowledge this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

Holt Carson  
Registered Professional Land Surveyor No. 3166  
1904 Fortview Road Austin, Texas 78704  
(512)-442-0990

Date

NOTES:

1. E.T.J. NOTE:  
This subdivision lies within the Extra-Territorial Jurisdiction of the City of Dripping Springs.
2. EDWARDS AQUIFER NOTE:  
No portion of this subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone. This subdivision is within the Barton Springs Segment of the Contributing Zone of the Edwards Aquifer.
3. FLOOD HAZARD NOTE:  
No portion of this subdivision is within a special flood hazard area according to the Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48209C D101F, dated September 2, 2005.
4. PLAT INFORMATION:  
Total Area = 4.76 Acres  
Number of Lots = 2  
Number of Lots 10 acres or larger = 0  
Number of Lots 5 acres to 10 acres = 0  
Number of Lots 2 acres to 5 acres = 1  
Number of Lots 1 acre to 2 acres = 1  
Number of Lots 1 acre or smaller = 0
5. UTILITY INFORMATION  
Water: Dripping Springs Water Supply Corporation  
Sewer: Individual on-site sewage facilities  
Electricity: Pedernales Electric Cooperative, Inc.  
Telephone: Verizon
6. EASEMENTS:  
a) A ten foot (10') wide Public Utility Easement is hereby dedicated along and adjacent to all interior lot lines.
7. This subdivision is located in the Dripping Springs Independent School District.
8. DRIVEWAY PERMIT STATEMENT:  
In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Road Department of Hays County, and (b) the driveway satisfies the minimum spacing requirement for driveways as set forth in Sections 725.5-05 and 5.06 of the Hays County Development Regulations.
9. No construction or development within this subdivision may begin until all Hays County Development Permit requirements have been satisfied.
10. Driveway culverts shall be a minimum of 18" as required.
11. The drilling of or use of a private water well on any lot in this subdivision is hereby prohibited.
12. All lots in this subdivision are limited to a Class I Wastewater System.
13. Restrictive Covenants: Volume 417, Page 378, Volume 540, Page 435 and Volume 588 Page 235 Hays County Deed Records.
14. PEDERNALES ELECTRIC COOPERATIVE NOTE  
There will be a fifteen foot (15') wide easement centered on all Pedernales Electric Cooperative facilities located within this subdivision.

Water Supply Statement:

Dripping Springs Water Supply Corporation, an approved water supply system, has adequate quantity to supply this subdivision and provisions have been made to provide service to each lot in this subdivision in accordance with the policies of the water supply system.

Doug Cones -- Manager  
Dripping Springs Water Supply Corporation

Date

OWNERS ACKNOWLEDGEMENT

THE STATE OF TEXAS x  
THE COUNTY OF HAYS x

KNOW ALL MEN BY THESE PRESENTS: That Catherine E. Hovey, owner of all of Lot 159-A and Lot 159-B of Lot 159 Springlake Subdivision, a subdivision in Hays County, Texas, according to the plat or map thereof recorded in Volume 6, Pages 131-132 of the Plat Records of Hays County, Texas, as conveyed to me by deeds recorded in Volume 2573, Page 208 and Volume 2967, Page 388 both of the Official Public Records of Hays County, Texas, do hereby amend said lots of said subdivision for the sole purpose of revising the common line between Lot 159-A and Lot 159-B, pursuant to Section 232.009 of the Texas Local Government Code, to be known as

"REVISED PLAT OF LOT 159-A AND LOT 159-B OF LOT 159 SPRINGLAKE SUBDIVISION" in accordance with the plat shown herein, subject to any and all easements and restrictions heretofore granted and not released.

WITNESS MY HAND this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Catherine E. Hovey  
1951 Spring Valley Drive  
Dripping Springs, Texas 78620

THE STATE OF TEXAS x  
THE COUNTY OF \_\_\_\_\_ x

Before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, did personally appear Catherine E. Hovey, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC

Printed Name \_\_\_\_\_  
Commission Expires \_\_\_\_\_

COMMISSIONERS COURT

In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges or culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas, assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith.

COMMISSIONERS COURT CERTIFICATE

THE STATE OF TEXAS x  
THE COUNTY OF HAYS x

I, Linda Fritsche, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Book \_\_\_\_\_ Page \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Liz Sumter  
County Judge  
Hays County, Texas

Linda Fritsche  
County Clerk  
Hays County, Texas

THE STATE OF TEXAS x  
THE COUNTY OF HAYS x

I, Linda Fritsche, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Plat Records of Hays County, Texas, in Book \_\_\_\_\_ Page \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Linda Fritsche  
County Clerk  
Hays County, Texas

Page 2 of 2

HOLT CARSON, Incorporated  
PROFESSIONAL LAND SURVEYORS  
1904 FORTVIEW ROAD  
AUSTIN, TEXAS 78704  
(512) 442-0990

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Work Authorization No.5 to the Professional Services Agreement with Jacobs Carter Burgess.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 29, 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:** Jacobs Carter Burgess is the Design Engineer for the Northern segment of FM 1626; Work Authorization No. 5 to the Professional Services Agreement will allow for the completion of :

- 1.) Modification of the Proposed Schematic for TxDOT Environmental Assessment
- 2.) 60% to 100% roadway design plans for FM 1626 from RM 967 to Brodie Lane
- 3.) 60% to 100% drainage design plans for FM 1626 from RM 967 to Brodie Lane
- 4.) 60% to 100% bridge design plans for FM 1626 at Little Bear Creek
- 5.) Additional survey services in support of expediting ROW acquisition completion

See attachment.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a Redistricting Agreement between Hays County and Rolando L. Rios & Associates, PLLC.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED: Approximately \$31,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5448**

**REQUESTED BY: INGALSBE**

**SPONSORED BY: INGALSBE/CONLEY**

**SUMMARY: Contractor will analyze existing commissioner precincts and determine potential changes using census and voter registration updates.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the County Judge to execute a Redistricting Agreement between Hays County and Rolando L. Rios & Associates, PLLC.

**PREFERRED MEETING DATE REQUESTED:** June 29 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$31,000.00 (Approximately)

**LINE ITEM NUMBER:**001-645-00.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

# ROLANDO L. RIOS & ASSOCIATES, PLLC

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## REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and Hays County, a political subdivision of the State of Texas (the Jurisdiction), for the purpose of providing redistricting services.

### 1. SERVICES

1. *Estimate of Population Disparity:* Analysis of the existing commissioner precincts, download and update voting precinct shape files to determine potential changes using census and voter registration updates. This process will take place in 2010
2. *Redistricting Plans:* Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available, 2011.
3. *Federal Approval:* Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in 2011.

The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. Upon approval of a redistricting plan by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act.

### 2. FEE STRUCTURE

With a population of approximately 129,129 (latest estimate) the Jurisdiction agrees to pay \$ 28,000.00 as a total fee for redistricting services, plus costs not to exceed \$3,000.00. Said project is to use the latest census data available. The fee will be paid as follows:

- a.) \$ 8,000.00 retainer within 30 days of execution of this agreement;
- b.) \$ 10,000.00 upon preparation of analysis indicating which commissioner precincts will be affected by the redistricting;
- c.) \$ 10,000.00 upon approval of the redistricting plan by Hays County Commissioners Court and submission to the United States Department of Justice.
- d.) Should the jurisdiction decide to have more than one public hearing, the fee will, be \$1,000 per hearing, plus costs.
- e.) Cost and expenses, not to exceed \$3,000 unless there are costs associated with additional public hearings under Section (d), above, will be billed as incurred.
- f.) If the contract fee is paid in full within 30 days of execution, there is a 10% discount.

3. **SCOPE OF ATTORNEY-CLIENT RELATIONSHIP:** This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction



regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described in paragraph 3 will be also fixed at \$225 per hour for attorney time and \$85 per hour for paralegal fees.

4. ASSIGNMENT: Neither party may assign this Agreement or any rights, interests or obligations under this Agreement without the prior written approval of the other party.
5. RIGHT TO AUDIT COSTS: The Jurisdiction shall have the right, at its own expense, to access the books and records of the Firm as may be reasonably necessary to verify the accuracy of the costs referred to in Section 2. Such access shall be conducted after five (5) days' prior written notice to the Firm and during ordinary business hours, will be conducted in a manner that is not disruptive to the Firm's operations.

Executed this \_\_\_\_\_ day of June, 2010.

ROLANDO L. RIOS & Associates, PLLC

by: 

Rolando L. Rios

Title: Owner

Hays County

by: \_\_\_\_\_

Hon. Elizabeth "Liz" Sumter

Title: County Judge

Agenda Item Request Form

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than **12:00 noon** on **WEDNESDAY**.

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

**AGENDA ITEM: Discussion and possible action to waive development fees for the Wimberley Valley Habitat For Humanity**

Consent, Action, Executive Session, Etc. – Action

**MEETING DATE REQUESTED: June 29, 2010**

**REQUESTED BY: Conley**

**FUNDS REQUIRED: None**

**SUMMARY: This is a non-profit community assistance organization that utilizes volunteers to build homes for low income families.**

**AGENDA ITEM – APPROVED BY:**

**COUNTY JUDGE**

**COUNTY AUDITOR**

**COMMISSIONER PCT. 1**

**COMMISSIONER PCT. 2**

**COMMISSIONER PCT. 3**

**COMMISSIONER PCT. 4**

**ACTION TAKEN / ACTION REQUIRED:**



WIMBERLEY VALLEY HABITAT FOR HUMANITY  
PO BOX 1205  
WIMBERLEY, TX 78676  
[www.wimberleyhabitat.org](http://www.wimberleyhabitat.org)

June 8, 2010

Honorable Will Conley  
Hays County Commissioner, Precinct 3  
PO Box 2085  
Wimberley, TX 78676

Dear Commissioner Conley:

The mission of Wimberley Valley Habitat for Humanity is to provide decent, affordable housing to people in need within the Wimberley Valley. Our motto is **Building Homes, Building Hope**. Each family that is selected to purchase a Habitat home is selected based on their need for decent housing, their ability to repay the modest mortgage, and their willingness to partner in building the home by contributing 300 hours of sweat equity. We have some great success stories within our Partner Families.

To make our housing affordable, we seek the assistance of volunteers, churches, civic organizations, and the business community to provide labor, materials, and skilled services. Your leadership in seeking a waiver of permit fees for our current home at 8 Lomas Verde Trail in Wimberley has helped to keep the overall cost of the home affordable. Your help is sincerely appreciated by Wimberley Habitat and especially by the Martha Dietz family who will soon move into their new home.

We expect the dedication of the home to occur in the last week of June. You are invited to join us in this celebration with our newest Partner Family. Please check our website for the exact time and date of the dedication. – [www.wimberleyhabitat.org](http://www.wimberleyhabitat.org).

Again, thanks for your support.

Sincerely,

  
Brent Pulley, President.

## *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:** Discussion and possible action to allow Commissioner Ford to negotiate a professional services contract with Ramsey Engineering, LLC for feasibility study and engineering design of improvements to Elder Hill Road.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** Not known at this time

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 5448 (McGregor Bridge budgeted monies that exceeded contracted costs)

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Pct. 4, Karen Ford

#### **SUMMARY:**

Elder Hill Road (CR170) has a series of three sharp curves (dog-legs) that require study to determine safety improvements, exploration of alternatives, and engineering design.

Approval of this agenda item will allow for negotiation of a contract that will be brought back to Court for consideration.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Allow Commissioner Ford to negotiate a professional services contract with Ramsey Engineering, LLC for feasibility study and engineering design of improvements to Elder Hill Road.

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$ ? ?

**LINE ITEM NUMBER:** 5448 McGregor Bridge budgeted monies that exceeded contracted costs

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Engineer not on prequalified list

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** I recommend we issue an RFQ or use the prequalified list.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to sign the following (revised) Advance Funding Agreements CSJ#1754-02-017 RM 1826 at Nutty Brown Rd. and CSJ#1754-02-018 RM 1826 at Goldenwood.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:** See Advance Funding Agreements attached.



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**LOCAL PROJECT 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 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**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

**WHEREAS**, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; 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 construction of additional turn lanes and safety features on RM 1826 at Nutty Brown Road, hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; 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.** The period of this LPAFA is as stated in the MAFA, without exception.

**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.

**Article 3. Payment of Funds.** 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 shall be refunded to the Local Government.

**Article 4. 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 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way acquisition and utility coordination and adjustments needed for performance of the work.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. 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 entity 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 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, 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.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.



**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA without exception.

<b>Local Government:</b>	<b>State:</b>
County Judge Hays County 111 East San Antonio, #300 San Marcos, Texas 78666	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**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.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. 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.

**Article 18. 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 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 \_\_\_\_\_  
Carlos A. Lopez, P.E., District Engineer

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT**

Name of the Local Government **Hays County**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title Elizabeth "Liz" Sumter  
County Judge

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of additional turn lanes and safety features on RM 1826 at Nutty Brown Road, which is an on-system location. The Local Government's participation is 100% of the cost of construction items of this particular improvement. The Local Government's estimated cost of this work is \$554,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of intersection improvements	\$554,000	0%	\$0	100%	\$554,000
Subtotal	\$554,000		\$0		\$554,000
Direct State Costs (including plan review, inspection and oversight) 10%	\$55,400	100%	\$55,400	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$609,400</b>		<b>\$55,400</b>		<b>\$554,000</b>

**Local Government's Participation = \$554,000**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## **Work Responsibilities**

### **1. Environmental Requirements**

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.

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.

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 State advertising for bids.

### **2. Engineering Services**

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.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. A project development schedule of design activities shall be supplied to the TxDOT South Travis Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60%, 90% and 100% plans in accordance with the Austin District's Project Development Review Process.

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.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

### **3. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established

procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

### **Construction Responsibilities**

The State shall advertise for construction bids, issue bid proposals, receive 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.

The State will use its approved contract letting and award procedures to let and award the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10% to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.

The State shall actively coordinate public information and outreach efforts with the Local Government prior to initiation of construction and throughout the construction phase of the project. The State and the Local Government agree to mutually coordinate the efforts related to public outreach on this project. The State shall provide contact information to applicable stakeholders for the project and shall endeavor to respond to inquiries from the Local Government within 1 business day of receipt and to all other inquiries within 2 business days of receipt.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

The State shall provide a monthly status of construction costs to the Local Government.



# Texas Department of Transportation

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

June 11, 2010

Hays County  
CSJ: 1754-02-018  
RM 1826 at Goldenwood

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

Dear Judge Sumter:

Enclosed are two **revised** Advance Funding Agreements for the above project. The Project consists of the construction of intersection improvements and safety features on RM 1826 at Goldenwood. At the request of the County revisions were made to allow incremental payments and to add public outreach responsibilities. These documents replace the Agreements sent under cover letter dated August 25, 2009.

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., South Travis Area Engineer  
Karen Ford, Hays County Commissioner, Precinct 4 ✓

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**

**LOCAL PROJECT 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 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**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

**WHEREAS**, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; 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 construction of additional turn lanes and safety features on RM 1826 at Goldenwood, hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; 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.** The period of this LPAFA is as stated in the MAFA, without exception.

**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.

**Article 3. Payment of Funds.** 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."

At least sixty (60) days prior to the date set for receipt of the construction bids the Local Government shall provide one-quarter (1/4) of its funding share towards the Latest Engineer's Estimate of construction bid item costs. Upon award of the construction contract the Local Government shall remit the balance of its funding share in nine (9) equal monthly payments, by the 5<sup>th</sup> of each month beginning with the month after the receipt of bids.

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 shall be refunded to the Local Government.

**Article 4. 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 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way acquisition and utility coordination and adjustments needed for performance of the work.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. 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 entity 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 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, 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.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA without exception.

Local Government:	State:
County Judge Hays County 111 East San Antonio, #300 San Marcos, Texas 78666	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**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.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. 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.

**Article 18. 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 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 \_\_\_\_\_  
Carlos A. Lopez, P.E., District Engineer

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT**

Name of the Local Government **Hays County**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title Elizabeth "Liz" Sumter  
County Judge

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of additional turn lanes and safety features on RM 1826 at Goldenwood, which is an on-system location. The Local Government's participation is 100% of the cost of construction items of this particular improvement. The Local Government's estimated cost of this work is \$1,352,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of intersection improvements	\$1,352,000	0%	\$0	100%	\$1,352,000
<b>Subtotal</b>	<b>\$1,352,000</b>		<b>\$0</b>		<b>\$1,352,000</b>
Direct State Costs (including plan review, inspection and oversight) 10%	\$135,200	100%	\$135,200	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$1,487,200</b>		<b>\$135,200</b>		<b>\$1,352,000</b>

**Local Government's Participation = \$1,352,000**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## **Work Responsibilities**

### **1. Environmental Requirements**

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.

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.

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 State advertising for bids.

### **2. Engineering Services**

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.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. A project development schedule of design activities shall be supplied to the TxDOT South Travis Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60%, 90% and 100% plans in accordance with the Austin District's Project Development Review Process.

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.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

### **3. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established

procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

### **Construction Responsibilities**

The State shall advertise for construction bids, issue bid proposals, receive 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.

The State will use its approved contract letting and award procedures to let and award the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10% to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.

The State shall actively coordinate public information and outreach efforts with the Local Government prior to initiation of construction and throughout the construction phase of the project. The State and the Local Government agree to mutually coordinate the efforts related to public outreach on this project. The State shall provide contact information to applicable stakeholders for the project and shall endeavor to respond to inquiries from the Local Government within 1 business day of receipt and to all other inquiries within 2 business days of receipt.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

The State shall provide a monthly status of construction costs to 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 action to accept and authorize the County Judge to execute the Advance Funding Agreement CSJ #0683-03-031 for RR 12 at Sports Park Drive.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:** See Advance Funding Agreement CSJ #0683-03-031 attached.

 **ORIGINAL**

**THE STATE OF TEXAS**                   §

**THE COUNTY OF TRAVIS**           §

**LOCAL PROJECT 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 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**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

**WHEREAS**, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; 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 construction of a left turn lane on RR 12 at Sports Park Drive, hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; 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.** The period of this LPAFA is as stated in the MAFA, without exception.

**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.

**Article 3. Payment of Funds.** 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 shall be refunded to the Local Government.

**Article 4. 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 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way acquisition and utility coordination and adjustments needed for performance of the work.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. 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 entity 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 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, 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.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.



**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA without exception.

<b>Local Government:</b>	<b>State:</b>
County Judge Hays County 111 East San Antonio, #300 San Marcos, Texas 78666	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**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.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. 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.

**Article 18. 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 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 \_\_\_\_\_  
Carlos A. Lopez, P.E., District Engineer

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT**

Name of the Local Government **Hays County**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title Elizabeth "Liz" Sumter  
County Judge

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of a left turn lane on RR 12 at Sports Park Drive, which is an on-system location. The Local Government's participation is 100% of the cost of construction bid items of this particular improvement. The Local Government's estimated cost of this work is \$585,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of left turn lane	\$585,000	0%	\$0	100%	\$585,000
Subtotal	\$585,000		\$0		\$585,000
Direct State Costs (including plan review, inspection and oversight) 10%	\$58,500	100%	\$58,500	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$643,500</b>		<b>\$58,500</b>		<b>\$585,000</b>

**Local Government's Participation = \$585,000**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## **Work Responsibilities**

### **1. Environmental Requirements**

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.

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.

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 State advertising for bids.

### **2. Engineering Services**

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.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. A project development schedule of design activities shall be supplied to the TxDOT South Travis Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60%, 90% and 100% plans in accordance with the Austin District's Project Development Review Process.

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.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

### **3. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility

work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

### **Construction Responsibilities**

The State shall advertise for construction bids, issue bid proposals, receive 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.

The State will use its approved contract letting and award procedures to let and award the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10% to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.

The State shall actively coordinate public information and outreach efforts with the Local Government prior to initiation of construction and throughout the construction phase of the project. The State and the Local Government agree to mutually coordinate the efforts related to public outreach on this project. The State shall provide contact information to applicable stakeholders for the project and shall endeavor to respond to inquiries from the Local Government within 1 business day of receipt and to all other inquiries within 2 business days of receipt.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

The State shall provide a monthly status of construction costs to 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:** Discussion and possible action to publish notice and call a public hearing for a proposal to improve a private road in Precinct 2 -- Indian Creek Road (also known as Indian Creek Lane -- to county standards; to accept the road for public maintenance; and, to assess all or part of the costs for the improvement pro rata against the record owners of real property in the adjoining subdivision, pending the outcome of balloting within the subdivision.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** Estimate from our county engineer is \$125,642

**LINE ITEM NUMBER OF FUNDS REQUIRED:** To be budgeted in FY 2011, presumably from the road reserves or the road and bridge fund, with funds to be reimbursed by assessments against private landholders in the subdivision who will benefit.

**REQUESTED BY:** Subdivision residents and property owners along Indian Creek; and by Jerry Borcharding, director of RPTP; and Commissioner Barton.

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

**SUMMARY:** Indian Creek Road serves the small Indian Creek Ranch subdivision behind Mountain City in Pct. 2, including approximately six or seven families. These property owners, led by Rick Bettes, have requested the county call an election under Chapter 253 of the Texas Transportation Code to determine whether the residents will assess a tax or fee upon themselves in order to pay for road improvements. Under the proposal, the county would improve Indian Creek Ranch and take the road into the county maintenance system. The subdivision residents would assess themselves in order to repay the county. This is the same way the county has handled similar situations, such as in Pct. 4 last year, or in Burnett Ranches in Pct. 3 in the past. A neighborhood meeting was conducted March 25 at Commissioner Barton's office with most of the families, the commissioner, and Jerry Borcharding and Tim Vande Vorde from RPTP. Since then, neighborhood members have met among themselves and decided by a large margin -- though not unanimously -- to request action under Chapter 253. They request a reimbursement term of 12 years or more. This action is intended to begin the process, gauge Court interest, and give guidance to RPTP and the road division about whether to include construction costs in the FY 2011 budget.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Publish notice and call a public hearing for a proposal to improve a private road in Precinct 2 -- Indian Creek Road (also known as Indian Creek Lane -- to county standards; to accept the road for public maintenance; and, to assess all or part of the costs for the improvement pro rata against the record owners of real property in the adjoining subdivision, pending the outcome of balloting within the subdivision.

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$125,642.00 Is a estimate from our county engineer

**LINE ITEM NUMBER:** To be budgeted in FY2011

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

**PAYMENT TERMS ACCEPTABLE:**N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute a Motor Vehicle License Registration Point of Sale Equipment Lease Agreement between Hays County, the Hays County Tax Assessor/Collector, and HEB Grocery Company, LP.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** CARAWAY

**SPONSORED BY:** SUMTER

**SUMMARY:** The parties to the contract believe that public convenience will be furthered by authorizing HEB Grocery to act as an agent for County to issue motor vehicle license registration at its place(s) of business. HEB Grocery will pay an annual lease fee of \$600.00 for the Remote Printing System.



**MOTOR VEHICLE LICENSE REGISTRATION  
POINT OF SALE EQUIPMENT LEASE AGREEMENT**

This Agreement ("**Agreement**") is entered on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between [\_\_\_\_\_] County, a duly and lawfully organized county of the State of Texas ("**County**"), [\_\_\_\_\_] County Tax Assessor-Collector ("**Tax Assessor-Collector**") and HEB Grocery Company, LP ("**Dealer**").

**WHEREAS**, public convenience will be furthered by authorizing the Dealer to act as an agent for County to issue motor vehicle license registration stickers (each a "**Registration**" or collectively, the "**Registrations**") at its place(s) of business listed on the attached Exhibit A.

**NOW, THEREFORE**, the obligations and covenants contained herein and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. County agrees to lease to Dealer the Remote Printing System for motor vehicle registration (the "**Equipment**") for an annual lease fee of \$600.00 as established by the State of Texas ("**State**"). During the first year of Equipment installation, Dealer will be billed during the month in which the Equipment is installed for a pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually in September. The annual lease fee for the Equipment is subject to change annually pursuant to cost changes assessed to County by the State. Dealer will be given at least thirty (30) days advance notice of a proposed change in the annual lease fee. Subject to approval by the State, said annual lease fee will be waived when Dealer obtains an annual minimum of 1,000 Registrations.
2. The Dealer shall be responsible for full repair or replacement costs for the Equipment in the event the Equipment leased from the County that is placed under the Dealer's control is damaged or lost. The repair cost shall be determined by the Equipment service vendor under contract to the State to provide maintenance service for the Equipment. The Dealer's payment for repair or replacement costs for damaged or lost Equipment, or service cost resulting from same shall be remitted to the County by the Dealer within seven (7) days of written request by the County.
3. The parties agree that Dealer may add a processing fee of up to one dollar (\$1.00) to each transaction involving a Registration issued and properly reported under terms of this Agreement. Said processing fee is in addition to the fee charged for issuance of the Registration. The processing fee is the only compensation Dealer will receive pursuant to this Agreement.
4. County shall supply the Dealer with the Equipment and the numbered and secured forms (hereinafter referred to as "**Stickers**") and supplies (collectively, the "**Inventory**"), as well as instructions for their issuance. Under no circumstance will Dealer keep said Equipment and Inventory at any location other than the location to which said Equipment and Inventory are assigned as set forth in Exhibit A.

5. Each week on Monday at 12:00 noon (or such other time as agreed by the parties), Dealer will provide the following to the Tax Assessor-Collector in the form prescribed by and according to the instructions of the Tax Assessor-Collector: (a) the number of Stickers sold; (b) the number of Stickers voided; (c) the number of Stickers missing; (d) the Stickers series numbers issued; (e) the full payment for vehicle license fees collected for each Registration; and (f) such other information as the Tax Assessor-Collector shall from time to time reasonably require.
6. Dealer shall designate employees in a hierarchy at each location set forth in Exhibit A to be in charge of operations who will oversee the receipt, maintenance and issuance of Stickers ("**Designated Employees**"). Prior to issuance of any Stickers, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Employees.
7. Dealer agrees, at Dealer's cost, to provide a bond payable to the Tax Assessor-Collector in the amount of \$[\_\_\_\_\_]. The amount of the bond will be no less than the sum of (a) the value of the Equipment leased (\$[\_\_\_\_\_]), plus (b) the value of the inventory of Stickers issued by County to Dealer (\$[\_\_\_\_\_] per package of 125 sheets of Sticker paper). As an alternative to posting a bond, Dealer may submit a letter of credit subject to the approval of the Tax Assessor-Collector and made payable to [\_\_\_\_\_]. Said letter shall be for the purpose of securing performance of Dealer pursuant to this Agreement and specifically to secure County against any loss or damage of the leased Equipment, inventory of Stickers (Sticker paper valued as though printed and sold as Stickers), or funds which were received or should have been received by Dealer based on transactions reported or inventory of Stickers depleted. The letter of credit shall remain in effect for a period of five (5) years unless this Agreement is terminated earlier by the parties. The amount of the letter of credit shall be no less than the sum of (1) the value of the Equipment leased (\$[\_\_\_\_\_]), plus (2) the value of the inventory of Stickers issued by County to Dealer (\$[\_\_\_\_\_] per package of 125 sheets of Sticker paper). The letter of credit to be submitted pursuant to this Agreement shall be in the amount of \$[\_\_\_\_\_].
8. Tax Assessor-Collector agrees not to furnish any Stickers for the account of the Dealer other than directly to the Designated Employee. The Designated Employee will inventory the Stickers and supplies prior to accepting delivery. The Dealer assumes full liability for the safekeeping of all Inventory furnished by the Tax Assessor-Collector to the Designated Employees. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for Stickers or cash shortages immediately and the Dealer shall have up to seven (7) days to research and rectify any discrepancies before payment is made. The Dealer agrees to pay for any missing or unaccounted for inventory of Stickers and any shortages caused by the Dealer.
9. Dealer agrees to sell Stickers only to persons presenting the renewal notice issued by the State of Texas, Department of Motor Vehicle Title and Registration and valid insurance, and only to make such sales on validations due in the prior, current and succeeding month (e.g.: during March only Stickers for the months of February, March and April).
10. Dealer may accept individual checks in payment of fees for the issuance of Stickers, provided that checks are made payable to the Dealer, that each check bears such information as may be required by Dealer, and provided, further, that Dealer assumes full responsibility for collection for all such checks. Dealer shall issue its own company check or a money order to the Tax Assessor-Collector representing those checks and cash received by Dealer during the

previous week. Said check or money order shall not include the one dollar (\$1.00) processing fee Dealer charges and collects as compensation for providing services of issuance of Stickers. Failure by Dealer to pay Tax Assessor-Collector within seven (7) days the sums owed for Stickers, whether in the form of money order or Dealer's check payable to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional Inventory until all sums owed are paid.

11. Dealer agrees to use the inventory of Stickers in numerical sequence and to return all unused or damaged Stickers to the Tax Assessor-Collector in a timely fashion.

12. Dealer is subject to audit by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

13. Either party hereto may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice. Within seven (7) days after the date of termination, Dealer shall return to the Tax Assessor-Collector all outstanding inventory of Stickers, together with Equipment, supplies, and payment of Stickers issued and a final report as provided for in Section 5. Dealer will forfeit any portion of the annual lease fee that remains.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAX-ASSESSOR COLLECTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEALER:

HEB Grocery Company, LP  
646 South Main Avenue  
San Antonio, Texas 78204  
Attn: Director, Services Co.

With a copy to:

HEB Grocery Company, LP  
646 South Main Avenue  
San Antonio, Texas 78204  
Attn: Corporate Law Department

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated at any time by either party upon thirty (30) days prior written notice.
16. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
18. Dealer agrees to report any material change in the controlling ownership of the Dealer to the Tax Assessor-Collector within seven (7) days of such change. Any such change will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) of the controlling interest if the new owner(s) desires to continue to act as a dealer. It will also be necessary to audit any Inventory on hand and a closing report shall be made by the current owner.
19. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the parties. Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
20. Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.
21. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
22. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of Dealer, County and Tax Assessor-Collector.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of [\_\_\_\_\_]
State of Texas

HEB Grocery Company, LP:

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
County Judge

By: \_\_\_\_\_
Print Name: Bill Anderson
Title: Vice President, General Merchandise

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
[\_\_\_\_\_] County Tax Assessor-Collector

Attest:

By: \_\_\_\_\_
Print Name: \_\_\_\_\_
County Clerk, \_\_\_\_\_ County

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA:** Discussion and possible action regarding the establishment of a Criminal Justice Coordinating Committee for the purpose of reviewing and implementing recommendations from the Criminal Justice System Assessment and Jail Population Study for Hays County, Texas report; and, consideration of a proposal by MGT of America, Inc., to act as a facilitator for the county in this effort.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** To be determined. MGT has proposed a fee up to \$22,000 to help organize and begin implementation. The report itself identifies millions in potential savings.

**LINE ITEM NUMBER OF FUNDS REQUIRED:** \_\_\_\_\_

**REQUESTED BY:** Barton

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

**SUMMARY:** The purpose of this is to move the county forward quickly and efficiently with prioritizing and implementing some of the proposals identified in the Criminal Justice System Assessment and Jail Population Study. Implementing these recommendations should: help support our judges, law enforcement and prosecutors; streamline our criminal justice system; better manage our jail population; and, of course, save tax dollars. The recommendations were included in the final study, which was presented to Commissioners Court April 27 of this year, and approved by Court May 25. As members of the Court will recall, MGT (working with Broaddus) developed these recommendations after extensive analysis and consultation with stakeholders in our criminal justice system, including department heads and elected officials in the system, and my office. I have asked MGT for a proposal on a next phase of services to lead us through implementation of priority reforms and enhancements based on continued (and formalized) collaboration with our stakeholders. A draft scope of work is attached. We want to do this right, by working with the employees and leaders who know the system best to prioritize next steps. But we also want to make changes rapidly, and without imposing the kind of heavy administrative and implementation burdens on departments within criminal justice that would make it unlikely for real improvements to happen in any timely manner. In other words, our criminal justice stakeholders – elected officials and departments -- have expressed an openness to ideas about how to do things even better (or, in many cases, how to expand and institutionalize good practices that are already underway), but these same stakeholders are busy managing existing caseloads and day-to-day crises and typically don't have time, staff and expertise to facilitate a multi-jurisdictional committee. Even where they do, there's considerable benefit to an outside facilitator – a firm with expertise in criminal justice, experience in other locales, but no "dog in the hunt" here in Hays County. MGT can be an impartial outside coordinator to help the Court hear concerns, see ways to improve, and implement the recommendations MGT itself has already helped identify. Our stakeholders will be the key check and balance to prioritize those recommendations that are most appropriate and most ready.

## *Scope of Work for 2<sup>nd</sup> Phase Between Hays County & MGT of America, Inc.*

The following proposed scope of work offers the services that MGT could provide Hays County as the county takes its initial steps to implement recommendations from the criminal justice system assessment and to make other improvements in the county's criminal justice system.

To this end, MGT could assist by helping the county create a Criminal Justice Coordinating Committee. The creation of a criminal justice coordinating committee would help the county capitalize on the momentum created by the stakeholders' involvement in the criminal justice system assessment.

The criminal justice system is not static. It requires the regular involvement of key stakeholders to work together to deal with the changing nature of local crime, and to assess and evaluate the county's policies, initiatives and progress for addressing local crime trends.

Hays County should begin the process of developing a system whereby criminal justice system stakeholders and local government officials can approach criminal justice issues on a systemic basis. This process should have an ongoing venue for meaningful communication and coordination on vital criminal justice issues.

The Criminal Justice Coordinating Committee's first charge would be to prioritize the assessment study's recommendations for implementation.

The criminal justice system assessment contained several recommendations to improve the efficiency and effectiveness of criminal justice system processes and operations with the county. It is highly unlikely that the county could tackle the implementation of all recommendations at once because of limited time and county resources. Consequently, it makes sense for the county to prioritize the recommendations, which would maximize the use of county resources, further coordination and cooperation among criminal justice stakeholders, and build on the momentum created by their involvement in the system's assessment.

MGT proposes working with county stakeholders to:

- Determine invitees to an initial meeting regarding the creation of a criminal justice coordinating committee, and assisting with the logistics to prepare for the meeting.
- Provide an experienced facilitator to work with the county in the creation and set up of the formal committee. Through a series of scheduled meetings, MGT would facilitate the establishment of the membership composition of the committee and creation of its formal structure, to include:
  - frequency of meetings;
  - responsibility for scheduling of meetings, securing meeting locations, and disseminating meeting agendas;
  - committee membership, including officers, voting and non-voting members, and authorized designees;
  - development of committee mission, goals, and by-laws;
  - responsibility for recording of meeting minutes, transcription, and dissemination; and
  - accountability for follow up tasks and assignments between meetings.

- Conducting two facilitated sessions with criminal justice system stakeholders to help the county prioritize the justice system assessment recommendations for implementation:
  - Session one: a “kick-off” session with participants to provide an overview of goals, timeline, and reporting methods as well as a description of how the sessions would be conducted. During the kick-off session, stakeholders would be reacquainted with justice assessment recommendations and advised on how they can take part in the prioritization effort. Attendees would have an opportunity to ask questions and respond to session goals, timeline, reporting method and session format.
  - Session two: a facilitated input process so all participants would be heard. The prioritization effort would be documented and reviewed by the group to ensure the prioritized list of recommendations accurately reflects the group’s suggestions.
  - A summary report would be presented to commissioners’ court outlining the prioritization decision-making process and the stakeholders’ suggested priorities.

Cost for assistance with creation of a Criminal Justice Coordinating Committee and facilitation of the prioritization process for the assessment report’s recommendations: \$22,000.



## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:** Discussion and possible action appoint Tom Weber and Michael Aulick to the board of the Driftwood Economic Development Municipal Management District.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** na

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:** In accordance with the enrolled versions of HB4825 and SB 2564 enacted by the 81<sup>st</sup> session of the Texas State Legislature, Hays County is afforded three appointments to a five-member board of directors. The bill language allows for county to make two appointments now. Our recommendations are:

- Tom Weber, who will take the place of Scott Roberts on the MMD board of directors, and Mr. Weber's position will expire June 1, 2013.
- Mike Aulick, who will take the place of Ken Manning on the MMD board of directors, and Mr. Aulick's position will expire June 1, 2011.

Further, at which time the term of Mr. Silver Garza expires on June 1, 2013, Hays County will be responsible to fill that position as well, thus completing our three appointments, as set forth in the language of the legislation.

Currently, the other positions on the five-member BOD are:

- Ginger Faught, Asst City Administrator, Dripping Springs (term expires June 1, 2013)
- Michelle Fischer, City Administrator, Dripping Springs (term expires June 1, 2011)

Enrolled version of HB 4825 can be found at:

<http://www.capitol.state.tx.us/Search/DocViewer.aspx?K2DocKey=odbc%3a%2f%2fTLO%2fTLO.dbo.vwCurrBillDocs%2f81%2fR%2fH%2fB%2f04825%2f5%2fB%40TloCurrBillDocs&QueryText=hb+4825&HighlightType=1>

**THOMAS M. WEBER**

*tweber@msmtx.com*

(512) 750-2541 (m)

**WORK HISTORY:**

**McElroy, Sullivan & Miller, L.L.P.**

**Austin, Texas**

**Title: *Partner* (June 2000 – Present); *Associate* (June 1995 - May 2000).**

Regulatory, civil litigation, and appellate law practice with focus on environmental, natural resources, global climate change, carbon sequestration, oil and gas, renewable energy, Superfund, groundwater rights, groundwater remediation, and land use law. Represent private, non-profit and public sector clients before Texas federal and state courts, the U.S. Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas General Land Office, the Texas Railroad Commission and the State Office of Administrative Hearings. Firm management responsibilities include interviewing, hiring and managing attorneys, law clerks, research assistants and other staff. Member of State Bar of Texas and Travis County Bar Association. Admitted to practice before the United States District Court for the Western District of Texas.

Author: *Assessing the Liability Associated with Geologic Carbon Sequestration*, 2009 Carbon and Climate Change Conference, University of Texas Austin School of Law CLE, April 2009; *Groundwater Contamination: Litigation, Regulation & Remediation*, Advanced Oil, Gas And Mineral Law Section CLE, State Bar of Texas, October 2002.

**Office of U.S. Representative Lloyd Doggett (TX-CD25)**

**Austin, Texas**

**Title: *Deputy Chief of Staff & District Director* (June 2004 - February 2005)**

Managed Congressman Doggett's district office and staff responsible for casework, community outreach and scheduling in district running from Austin to Rio Grande Valley.

**Doggett for Congress**

**Austin, Texas**

**Title: *Political Director* (December 2003 - May 2004).**

Member of senior campaign staff in Congressman Doggett's successful election to TX-CD 25 with broad responsibilities including fundraising, issue and opposition research, obtaining endorsements, advance work, and GOTV.

**Platt, Sparks & Associates  
Engineering Consultants  
Austin, Texas**

**Title: *Engineer-In-Training (EIT)/Graduate Engineer (October 1988-August 1992)***

Worked on a broad range of energy and environmental engineering and regulatory projects including: hydrocarbon reservoir analyses; economic evaluations of oil and gas producing properties; litigation support; investigation of hazardous waste storage in a salt dome located near a major metropolitan area as part of technical and legal team opposing the permitting of the facility; and representation of clients before state regulatory bodies.

**EDUCATION:**

***Doctor of Jurisprudence (May 1995)***

University of Houston Law Center

***Master of Public Affairs (December 1993)***

University of Texas at Austin, Lyndon B. Johnson School of Public Affairs

Professional Report: *Forcing the Pace of Technological Innovation Through Environmental Regulation: How Environmental Policy Can Improve a Nation's Competitive Advantage.*

LBJ Internship (June 1990 - August 1990)

Madison Public Affairs Group/A Division of Earle Palmer Brown  
Washington, D.C.

Tracked federal energy legislation, attended U.S. Congressional hearings, prepared policy papers and advised firm's electric utility clients on effect of pending legislation.

***Bachelor of Arts in Government (August 1988)***

***Bachelor of Science in Petroleum Engineering (December 1987)***

University of Texas at Austin

**BOARD MEMBERSHIPS:**

Texas League of Conservation Voters (October 2008 to present) [www.tlcv.org](http://www.tlcv.org); member of TLCV's Executive Committee.

**PERSONAL:** Married to Delane Hendrix Weber; two children, Miranda (9) and Henry Paulo (7). Enjoy basketball, hiking, traveling, and history.

**MICHAEL R. AULICK, Vice President**

*Austin Office Manager/Transportation Planner/City Planner/Environmental Planner*

Michael Aulick has 40 years of experience in regional planning in Austin, New Orleans, San Diego, and New York City. He has managed planning projects for cities, counties, councils of governments, and metropolitan planning organizations. These projects and programs include transportation plans, land use plans, air quality plans, noise control plans, energy plans, and environmental protection plans. In conducting and managing this work he has experience in population and employment forecasting, transportation modeling, transportation project funding, transit projects, bicycle and pedestrian projects, flood plain analysis, soils analysis, geographic information systems, and public participation programs.

**PROFESSIONAL EXPERIENCE**

**Capital Area Metropolitan Planning Organization (CAMPO), Austin Texas**

As Executive Director for 15 years with the Capital Area Metropolitan Planning Organization, Aulick managed a talented 15-member staff and supported a 19-member board as the federally designated Metropolitan Planning Organization for the three-county Austin metropolitan area (2000 population is 1.16 million). He prepared three long-range Transportation Plans (25-year period) and several Transportation Improvement Programs (5-year period) and achieved adoption of the Plans by the Board, member cities, and counties. Aulick directed the CAMPO program for population and employment forecasting, transportation modeling, transit and roadway project development and funding, air quality improvement, public involvement, and support for member jurisdictions. He was responsible for preparation of an annual budget averaging \$1.8 million, satisfying federal and state requirements, coordinating with the council of governments, and communicating with board members, local jurisdictions, the public, interest groups, and organizations.

**Planning and Development Department, City of Austin**

Aulick served as Senior Planner for three years with the City of Austin Planning and Development Department. His responsibilities included preparing a long-range transportation plan and population forecasts for presentation to Boards and Commissions. He coordinated transportation planning with local and state agencies. He managed the FHWA transportation planning grant and staffed the Joint Airport Zoning Board for airport compatible land use.

**New York City Transit Authority**

As Principal Transportation Planner, Aulick established new bus routes to airports and subway stations. He prepared plans for rerouting buses around bridge reconstruction projects. He prepared plans for transit service to schools and rewrote the Operations Planning Department's bus route study procedure.

**Planning and Growth Management Department City of Austin**

For four years, Aulick served as the Planning Supervisor of a seven-member team preparing the transportation, infrastructure and environmental elements and five sub-area plans for the City of Austin's Comprehensive Plan. He made presentations to the City Council, board, and commissions and other city councils and county commissioner courts. He provided liaison to the Austin Transportation Study (now CAMPO) and participated in airport plans.

**Urban Transportation Department City of Austin**

As a Transportation Planner, Aulick served as Project Manager for Roadway Plan amendments. He reviewed subdivision and zoning cases for the Planning Commission. He prepared traffic impact analyses and collector street sub-area plans. He was responsible for Bikeway Plan amendments and implementation.

**Espey, Huston & Associates, Inc. (Now PBS&J) Austin, Texas**

As a Regional Planner, Aulick served as Task Leader for environmental assessment of the Woodruff Avenue Expressway in Rockford, Illinois. He was Task Leader for flood damage cost calculations for Sonora, Texas and Albuquerque, New Mexico. Aulick also served as a member of the City of Austin Environmental Board.

**Comprehensive Planning Organization COG (now SANDAG) San Diego, California**

As a Senior Regional Planner, Aulick served as Project Manager and Consultant Supervisor for the Regional Energy Plan, the Environmental Noise Policy Plan, and the Regional Coastline Plan. He was also Project Manager for the transportation portion of the San Diego Air Quality Maintenance Plan. Mr. Aulick managed the Parking Management Plan and directed ten planners in preparing the environmental impact report for the biennial Regional Transportation Plan.

**San Diego County Planning Department**

As Associate Planner, Aulick prepared a report on the environmental impacts of rapid population growth in the region. He was responsible for the supervision of five people in soil survey report and map preparation.

**Regional Planning Commission (COG), New Orleans, Louisiana**

**Staff Planner**

Serving as Staff Planner, Aulick supervised ten people in coding a geographic base file for Census Bureau use. He worked on a citizen-planning forum, a community leader's attitude survey, and a soil survey.

**EDUCATION**

1970 Masters/Regional Planning/University of Michigan

1964 Bachelor of Arts/Economics, Rice University

**PROFESSIONAL AFFILIATIONS**

*American Planning Association*

**EXPERIENCE/PREVIOUS EMPLOYMENT**

1992-2008	Capital Area Metropolitan Planning Organization (CAMPO), Austin, Texas <i>Executive Director</i>
1989-1992	City of Austin, Planning & Development Department <i>Senior Planner</i>
1988-1989	New York City Transit Authority <i>Principal Transportation Planner</i>
1984-1988	City of Austin, Planning and Growth Management Department <i>Planning Supervisor</i>
1980-1984	City of Austin, Urban Transportation Department <i>Transportation Planner</i>
1979-1980	Espey, Huston & Associates, Inc., Austin, Texas <i>Regional Planner</i>
1972-1979	Comprehensive Planning Organization COG (now SANDAG), San Diego, California <i>Senior Regional Planner</i>
1971-1972	San Diego County Planning Department <i>Associate Planner</i>
1968-1970	Regional Planning Commission (COG), New Orleans, Louisiana <i>Staff Planner</i>

## *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 Add Alternates submitted by Balfour Beatty for the Hays County Government Center, specifically a) a Storm water Collection study b) the placement of Conduit to future electric car recharging parking locations and c) the placement of Conduits for power to plaza for exterior loads (maintenance work, Holiday lighting, etc.).

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** See Summary

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

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** Representatives from Broaddus and Associates will debrief the Commissioners Court on these 3 Add Alternates being presented by Balfour Beatty. Included in Broaddus' presentation will be a summary of estimated costs associated with these Add Alternates.

## *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 accept the Advance Funding Agreement – CSJ #0285-02-012 for FM 2325 – Fischer Store Road to Carney Lane and to authorize the County Judge to sign the agreement.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

See agreement for details.

 **ORIGINAL**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**LOCAL PROJECT 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 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**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

**WHEREAS**, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as roadway improvements; 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 construction of additional turn lanes and shoulders on FM 2325 from Fisher Store Road to Carney Lane, hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; 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.** The period of this LPAFA is as stated in the MAFA, without exception.

**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.

**Article 3. Payment of Funds.** 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."

At least sixty (60) days prior to the date set for receipt of the construction bids the Local Government shall provide one-quarter (1/4) of its funding share towards the Latest Engineer's Estimate of construction bid item costs. Upon award of the construction contract the Local Government shall remit the balance of its funding share in twelve (12) equal monthly payments, by the 5<sup>th</sup> of each month beginning with the month after the receipt of bids.

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 shall be refunded to the Local Government.

**Article 4. 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 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. 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 entity 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 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, 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.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
County Commissioner, Precinct 3 Hays County P.O. Box 2085 Wimberley, Texas 78676	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**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.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. 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.

**Article 18. 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



## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of additional turn lanes and shoulders on FM 2325 from Fisher Store Road to Carney Lane, which is an on-system location. The Local Government's participation is 100% of the construction costs of this particular improvement. The Local Government's estimated cost of this additional work is \$4,308,000. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation		Local Participation	
		%	Cost	%	Cost
Construction of intersection improvements	\$4,308,000	0%	\$0	100%	\$4,308,000
Subtotal	\$4,308,000		\$0		\$4,308,000
Direct State Costs (including plan review, inspection and oversight) 10%	\$430,800	100%	\$430,800	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$4,738,800</b>		<b>\$430,800</b>		<b>\$4,308,000</b>

**Local Government's Participation = \$4,308,000**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## **Work Responsibilities**

### **1. Environmental Requirements**

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.

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.

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 State advertising for bids.

### **2. Engineering Services**

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.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. A project development schedule of design activities shall be supplied to the TxDOT South Travis Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60%, 90% and 100% plans in accordance with the Austin District's Project Development Review Process.

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.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

### **3. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

### **Construction Responsibilities**

The State shall advertise for construction bids, issue bid proposals, receive 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.

The State will use its approved contract letting and award procedures to let and award the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10% to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.

The State shall actively coordinate public information and outreach efforts with the Local Government prior to initiation of construction and throughout the construction phase of the project. The State and the Local Government agree to mutually coordinate the efforts related to public outreach on this project. The State shall provide contact information to applicable stakeholders for the project and shall endeavor to respond to inquiries from the Local Government within 1 business day of receipt and to all other inquiries within 2 business days of receipt.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

The State shall provide a monthly status of construction costs to 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 action to ratify the execution of the Advance Funding Agreement for FM 2001 Realignment, CSJ #1776-02-015.**

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

**PREFERRED MEETING DATE REQUESTED:** January 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:**

The AFA was originally approved by Commissioners Court on May 4, 2010. However, there was a minor change to the agreement by TxDOT. On the last page, Page 10, paragraph C was deleted by the County. TxDOT did not accept the deletion and put it back into the contract. Barton and Weaver found the change acceptable.

- 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 action to transfer \$10,000.00 from the County-wide Contingency Fund to the Dispute Resolution Center Account.**

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

**PREFERRED MEETING DATE REQUESTED: June 29, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Bartowski**

**SPONSORED BY: SUMTER**

**SUMMARY:**

The fees being collected for the DRC has fallen short of projections for several reasons. Anna Bartowski, DRC Executive Director will give a short presentation and answer questions.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental Agreement No. 1 to the Professional Services Agreement with HRM Consultants, Inc.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** N/A

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

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

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

**SUMMARY:** Supplemental Agreement No. 1 to the Professional Services Agreement will allow for the completion of:

- 1.) Surveying efforts completed under HRM's contract upon replacement of TxDOT
- 2.) Various tasks additionally provided outside the scope and fee services listed in the Professionals Services Agreement


See attachment.



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

**ROW ACQUISITION SERVICES PROVIDER:**

HRM Consultants, Inc.

By:   
Signature

H. Rene Moulinet  
Printed Name

President & CEO  
Title

June 17, 2010  
Date

**COUNTY:**

Hays County, Texas

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

**Part 1.** The *ROW Acquisition Services Provider* will provide the following ROW Related Surveying services:

Field staking of ROW Parcels No. 1, 2, 7 and 9

Revisions to Acquisition ROW parcel X and restaking of same

Preparation of parcel acquisition documents of surplus drainage easement and surplus ROW parcel

Preparation of parcel acquisition documents for two ROW parcels at IH 35 and CR 210, parcels X and XX.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$8,426.50.

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

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

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

**ATTACHMENT A (con't.)**

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

ROW ACQUISITION SERVICES PROVIDER: COUNTY:

HRM Consultants, Inc.

Hays County, Texas

By:   
Signature

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

H. Rene Moulinet  
Printed Name

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

President & CEO  
Title

\_\_\_\_\_  
Title

06/17/2010  
Date

\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by ROW Acquisition Services Provider

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the FY10 Edward Byrne Memorial Justice Assistance Grants program for equipment for the District Attorney's Office in the amount of \$12,342.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:** No match required

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Tibbe/Hauff

**SPONSORED BY:** Sumter

**SUMMARY:** This grant application will provide equipment and training for the District Attorney's Office that will enhance the Department in areas including prosecution and investigation. The grant application will request funding for two radios, evidence presentation equipment, and training expenses. The purchase of two mobile units that are equipped with the open sky digital software will enable them to communicate with the current network more effectively. The TrialFusion software and equipment is a fast and cost effective way to present exhibits and photos during a jury trial. The TrialFusion software and equipment speeds up the process by labeling the exhibits with a barcode for quick and easy access to view and print. The Fingerprint Comparator Viewer, manufactured by Sirchie is a device used to magnify fingerprints for comparison. The viewer amplifies the fingerprint without distorting the image of the fingerprint. The Florida Division of the International Association for Identification educational training conference will offer training in advanced fingerprinting, photogrammetry, the science of taking 3D measurements from digital images, crime scene documentation in tracking evidence and other related forensic training that is beneficial when presenting criminal cases in court.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to adopt the Hays County Strategic Policy and Implementation Plan.**

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**SUMMARY:** Chris Holtkamp, AICP, Community and Economic Development, Lower Colorado River Authority will give a brief presentation, highlighting any additional changes from the June 15<sup>th</sup> meeting. The committee members, Dianne Wassenich, David Glenn, Whit Hanks, Susan Meckel, Laureen Chernow, Lisa Wright, Tessa Doehrman and Heather Richardson, contributions were invaluable in guiding the development of this document. They have worked for 16 months conducting public meetings, reviewing public input, survey results and plan to ensure the Hays County Strategic Plan accurately reflected the desires of various organizations (ISDs, Municipalities, ESDs, Social Services, Chamber of Commerces, Economic Development boards, Senior Citizen organizations, Builders, Developers, Business Owners, etc).



## *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 from HDR Engineering to review status of the Hays County Water and Wastewater Regional Facilities Plan. Possible action may follow.

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

**PREFERRED MEETING DATE REQUESTED:** June 29, 2010 – 1:00 pm

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Hauff

**SPONSORED BY:** Sumter

**SUMMARY:**

This is a workshop to review the progress of HDR Engineering on the Hays County Water and Wastewater Regional Facilities Plan and scheduling to complete the plan.

